

PARENT CONTRACT

ANNETTE'S WIGGLES & GIGGLES PRESCHOOL

ANNETTE KELLEY, HEREIN CALLED "PROVIDER", AGREES TO PROVIDE CARE FOR _____, BORN _____, HEREIN CALLED "CHILD", ON BEHALF OF _____, HEREIN CALLED "PARENT", ON THE FOLLOWING TERMS AND CONDITIONS:

WEEKLY TUITION RATES:

\$125.00 PER WEEK FULL TIME CARE INCLUDING MORNING PRESCHOOL

\$75.00 PER WEEK PRESCHOOL ONLY 8:30 AM - NOON, M-F

PARENT AGREES TO COMPENSATE PROVIDER FOR CHILD CARE SERVICES AT THE RATE OF \$_____ PER WEEK TO BE PAID IN ADVANCE WEEKLY / BI-WEEKLY / MONTHLY. PAYMENTS ARE TO BE PAID FRIDAY OR MONDAY **IN ADVANCE** OF CARE, CHECKS MADE PAYABLE TO "ANNETTE KELLEY". PROVIDER IS ENTITLED TO THE ABOVE FEE EVEN IF CHILD IS NOT PRESENT AT CHILD CARE FACILITY. PAYMENT AFTER MONDAY IS CONSIDERED LATE AND A FEE OF \$10 PER DAY WILL BE DUE WITH PAYMENT. LATE PAYMENT CAN RESULT IN IMMEDIATE TERMINATION OF SERVICES.

PROVIDER IS ENTITLED TO THE FEE OF \$30 IN THE EVENT OF A CHECK RETURNED OR UNPAID TO THE PROVIDER BY THE PARENT. THIS \$30 FEE WILL BE INCURRED AND DUE IMMEDIATELY WITH THE PAST DUE FUNDS. A TWO-WEEK ADVANCE DEPOSIT WILL BE

REQUIRED WITH FIRST TWO WEEK'S TUITION AND WILL BE USED AS THE LAST TWO WEEK OF SERVICE.

OTHER POSSIBLE FEE INCLUDE:

- OVERTIME FEE IS \$3 PER FIVE MINUTES AFTER 5:30 PM UNTIL 6 PM.
- ONE TIME INITIAL REGISTRATION FEE OF \$35 DUE AT SIGNING

HOURS OF OPERATION/ATTENDANCE OF CHILD:

FULL DAY PROGRAM HOURS ARE 7:00 AM - 5:30 PM, MON -FRI. MY PROGRAM ENDS AT 5:30 PM. FOR YOUR CONVENIENCE, I WILL BE AVAILABLE FOR \$3 PER FIVE MINUTES UP TO 6 PM, AFTER WHICH THE LATE FEE APPLIES (SEE BELOW). THE ADDITIONAL FEE WILL BE CALCULATED DAILY AND THIS FEE WILL BE DUE THE FOLLOWING WEEK. THE FIVE MINUTE INCREMENTS ARE DETERMINED BY THE CLOCK HANGING BY MY DOOR. A FEE CHART IS HANGING BELOW THE CLOCK. THIS EXTENDED TIME RATE IS PER CHILD.

THE LATE FEE IS \$1 PER MINUTE WILL BE CHARGED IF YOUR CHILD IS PICKED UP AFTER 6:00 PM.

THE SCHEDULE OF HOURS FOR CHILD CARE IS AS FOLLOWS:

UNLESS PRIOR ARRANGEMENTS ARE MADE, CHILD SHALL BE PICKED UP BY _____ EACH DAY. ANY ADDITIONAL HOURS SHALL BE SUBJECT TO FURTHER AGREEMENT BETWEEN PROVIDER AND PARENT.

TERMINATION PROCEDURE BY PROVIDER:

PROVIDER MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE BY ISSUING A WRITTEN TERMINATION NOTICE. THE TERMINATION DATE SHALL BE TWO WEEKS AFTER PARENT HAS RECEIVED NOTICE OF TERMINATION. PARENT IS RESPONSIBLE FOR ANY UNPAID FEE ACCRUED UP TO THE TERMINATION DATE.

PROVIDER MAY TERMINATE THIS AGREEMENT AT ANY TIME FOR CAUSE BY ISSUING A WRITTEN NOTICE. THE TERMINATION DATE SHALL BE 24 HOURS AFTER THE PARENT HAS RECEIVED THE TERMINATION NOTICE UNDER THE FOLLOWING CIRCUMSTANCES:

- FAILURE TO PAY CHILD CARE FEES DESPITE WARNING.
- FAILURE OF CHILD OR PARENT TO REFRAIN FROM VIOLENT BEHAVIOR DESPITE WARNING.
- FAILURE OF CHILD TO REFRAIN FROM DESTROYING PERSONAL PROPERTY DESPITE WARNING.
- CONTINUED FAILURE OF PARENT TO DROP OFF AND PICK UP AT SCHEDULED HOURS DESPITE WARNING.
- FAILURE OF PARENT TO REPAIR/REPLACE DAMAGED PROPERTIES PER THIS AGREEMENT.
- FAILURE OF PARENT TO REFRAIN FROM BRINGING AND ILL CHILD TO FACILITY DESPITE WARNING.
- FAILURE OF PARENT AFTER NOTIFICATION TO PICK UP AN ILL CHILD FROM FACILITY DESPITE WARNING.

PARENT IS RESPONSIBLE FOR ANY UNPAID FEES THAT HAVE ACCRUED UP TO THE TERMINATION DATE.

ALL NEW CHILDREN WILL BE ACCEPTED ON A TWO-WEEK TRIAL BASIS TO ALLOW FOR ADJUSTMENTS EXCLUDING CHILDREN WHO BITE, HIT, OR PUSH EXCESSIVELY; IMMEDIATE TERMINATION WILL RESULT. THIS TWO-WEEK TRIAL PERIOD WILL ALLOW EITHER THE PARENT OR PROVIDER TO NEGATE THE CONTRACT WITHOUT NOTICE.

TERMINATION PROCEDURE BY PARENT:

PARENT MAY TERMINATE THIS AGREEMENT AT ANY TIME BY ISSUING A WRITTEN TERMINATION NOTICE. THE TERMINATION DATE SHALL BE A LEAST TWO WEEKS AFTER SERVICE OF A WRITTEN NOTICE TO PROVIDER; THREE WEEK NOTICE IS REQUIRED FOR FAMILIES WHO ENROLL TWO OR MORE CHILDREN. PARENT IS RESPONSIBLE FOR ANY UNPAID CHILD CARE FEES THAT HAVE ACCRUED UP TO THE TERMINATION DATE.

ALL NEW CHILDREN WILL BE ACCEPTED ON A TWO-WEEK TRIAL BASIS TO ALLOW FOR ADJUSTMENTS, DURING THIS TRIAL PERIOD, THE PARENT CAN NEGATE THE CONTRACT WITHOUT NOTICE.

PARENT MAY TERMINATE THE AGREEMENT FORTHWITH BY IMMEDIATELY PAY AN AMOUNT EQUAL TO THE CHILD CARE FEE TO PROVIDER BY PARENT FOR THE TWO WEEKS OF SERVICE.

ILLNESS/EMERGENCY PROCEDURE:

IF PROVIDER IS UNABLE TO CARE FOR CHILD DUE TO PROVIDER'S ILLNESS OR PROVIDER'S EMERGENCY, PARENT SHALL THEN BE RESPONSIBLE FOR SEEKING ALTERNATE CARE. IT IS SUGGESTED THAT PARENT PREARRANGE ALTERNATE CARE.

IF CHILD IS ILL, CHILD SHALL NOT BE ALLOWED TO ATTEND THE FACILITY AND PROVIDER SHALL BE NOTIFIED IMMEDIATELY OF CHILD'S ILLNESS. (SEE PARENT HANDBOOK)

IF CHILD BECOMES ILL AFTER ARRIVAL AT FACILITY, PARENT AGREES UPON NOTIFICATION TO IMMEDIATELY PICK UP CHILD.

A CHILD MAY RETURN TO FACILITY FOLLOWING ILLNESS WHEN CHILD DISPLAYS NONE OF THE MAJOR SYMPTOMS OF THE ILLNESS AND CAN PARTICIPATE IN ACTIVITIES, AT THE DISCRETION OF THE PROVIDER.

BOTH THE PROVIDER AND PARENT SHALL NOTIFY EACH OTHER OF THE DIAGNOSIS/PROGNOSIS OF ANY ILLNESS SUFFERED BY EITHER PROVIDER OR CHILD.

FOR THE SAKE OF CHILD AND OTHER CHILDREN AT THE FACILITY, ALL IMMUNIZATIONS PROPER TO THE CHILD'S AGE MUST BE GIVEN.

HOLIDAYS AND VACATION PROCEDURE:

PROVIDER WILL NOT PROVIDE CHILD CARE SERVICES ON THE FOLLOWING HOLIDAYS: NEW YEAR'S EVE, NEW YEAR'S DAY, MARTIN LUTHER KING JR DAY, PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS EVE, CHRISTMAS DAY, DAY AFTER CHRISTMAS. THE CHARGES FOR THE WEEKS THAT CONTAIN A HOLIDAY ARE THE SAME AS WEEKS WHICH DO NOT. CHILD CARE FEES WILL NOT BE PRORATED DURING HOLIDAYS SPECIFIED ABOVE. SHOULD ONE OF THE HOLIDAYS FALL ON A SATURDAY OR SUNDAY, PROVIDER WILL TAKE THE PROCEEDING FRIDAY OR THE FOLLOWING MONDAY AS A PAID HOLIDAY. IN ADDITION, PROVIDER RESERVES THE OPTION TO TAKE ADDITIONAL ADJOINING DAYS TO HOLIDAYS WITHOUT PAY WITH TWO-WEEK NOTICE TO THE PARENTS. IF, AT THE PARENT'S REQUEST, PROGRAM IS OPEN ON ANY ABOVE HOLIDAYS, THE PROVIDER WILL RECEIVE FULL FEES PLUS DROP-IN RATE FOR CHILD SERVICES ON HOLIDAYS.

PROVIDER ALLOWS A ONE-WEEK VACATION TIME PER YEAR FROM CHILD CARE WITHOUT CHARGE. A YEAR IS NOT A CALENDAR YEAR, BUT THE YEAR CHILD IS IN PROVIDER'S CARE. A MINIMUM TWO-WEEK NOTICE IS REQUIRED FOR ALL VACATIONS.

PROVIDER IS ENTITLED TO SEVEN DAYS OF PAID VACATION PER YEAR. PROVIDER WILL NOTIFY PARENTS AT LEAST 30 DAYS PRIOR TO VACATION. IN ADDITION, PROVIDER MAY TAKE ADDITIONAL DAYS OFF AT NO CHARGE WITH AT LEAST A TWO-WEEK NOTICE. BOTH PAID AND UNPAID VACATIONS TAKEN BY PROVIDER WILL NOT EXCEED 20 DAYS PER YEAR.

PROVIDER IS ENTITLED TO TAKE UP TO FIVE PAID SICK/PERSONAL DAYS PER CALENDAR YEAR. THESE DAYS ARE ONLY TO BE USED AS NEEDED IN THE EVENT PROVIDER BECOMES ILL, BEREAVEMENT, CONFERENCE / TRAININGS, OR MEDICAL/DENTAL APPOINTMENTS.

PARENTS SHALL BE RESPONSIBLE FOR ARRANGING ALTERNATE CARE DURING HOLIDAYS, VACATIONS, OR SICK/PERSONAL DAYS PROVIDER IS CLOSED DEFINED HEREIN.

WAIVER OF BREACH

THE WAIVER OF PROVIDER OF ANY BREACH OF THE TERMS OF THIS AGREEMENT SHALL NOT CONSTITUTE A CONTINUING WAIVER OR A WAIVER OF ANY SUBSEQUENT BREACH OF THE SAME OR A DIFFERENT TERM OF THE PARENT HANDBOOK AND THIS CONTRACT AND DOES NOT WAIVE THE RIGHTS OF THE PROVIDER TO ENFORCE OTHER TERMS OF BOTH PARENT HANDBOOK AND CONTRACT.

MODIFICATIONS

ANY MODIFICATIONS OF THIS AGREEMENT OR HANDBOOK SHALL BE IN WRITING. THE PROVIDER MAY AMEND

THE POLICIES BY GIVING THE PARENT A COPY OF NEW OR CHANGED POLICIES AT LEAST TWO WEEK BEFORE THEY GO INTO EFFECT.

BY SIGNING THIS CONTRACT, THE PARENT AGREES TO ABIDE BY THE WRITTEN POLICIES CONTAINED IN THIS CONTRACT **AND** PARENT HANDBOOK. PARENT ACKNOWLEDGES THAT THEY WERE GIVEN ADEQUATE TIME TO READ PARENT HANDBOOK AND CONTRACT AND GIVEN AN OPPORTUNITY TO DISCUSS AND CLARIFY POLICIES WITH BOTH. PARENT FURTHER ACKNOWLEDGES THAT THEY HAVE BEEN GIVEN A COPY OF BOTH THE CONTRACT AND HANDBOOK.

EXECUTED ON _____, AT _____.

PARENT SIGNATURE

PARENT SIGNATURE

PROVIDER SIGNATURE