



AMY & KIDS CO. FAMILY CHILD CARE
 1013 W. Oklahoma, Appleton, WI 54914 ~ (920) 277-0977

www.appleton-child-care.com

Child Care Contract

This contract is in effect until a new contract or an amendment to this contract is signed by both parties.

1. Contracted Parties:

The following agreement is entered into by and between:

Amy S. Nogar, owner of Amy & Kids Co, Family Child Care, 1013 W. Oklahoma, Appleton, WI.
 and

 Parent/Guardian Name

 Home Phone

 Address

 Cell Phone

 Email

 Work Phone

and

 Parent/Guardian Name

 Home Phone

 Address

 Cell Phone

 Email

 Work Phone

for the care of:

 Child Name

 Date of Birth

2. Contracted Schedule:

Child care services will be provided by the provider for the above named child according to the following schedule:

Monday	from _____	to _____	= _____	hours
Tuesday	from _____	to _____	= _____	hours
Wednesday	from _____	to _____	= _____	hours
Thursday	from _____	to _____	= _____	hours
Friday	from _____	to _____	= _____	hours
Scheduled hours per week = _____				hours

Anticipated overtime needed by our family is: (see #4. Overtime Rates)

___ Between 6:45-7:00 a.m.	___ times each	___ Week (or) ___ Month	= _____	hours
___ Between 5:00-5:15 p.m.	___ times each	___ Week (or) ___ Month	= _____	hours
Overtime per week = _____				hours

3. Basic Tuition and Payment Policies:

____ Weekly Payments: The tuition payment for this child's scheduled space is:

____ 0-2 years: \$ _____ per week. (Base rate plus a pro-rated amount for paid provider vacation.)

____ 2-5 years: \$ _____ per week. (Base rate plus a pro-rated amount for paid provider vacation.)

____ 5+ years: \$ _____ per week. (Base rate plus a pro-rated amount for paid provider vacation.)

____ Monthly Payments: The monthly tuition payment for this child's scheduled space is:

____ 0-2 years: \$ _____ per month. (Flat rate does not vary month to month and includes paid provider vacation.)

____ 2-5 years: \$ _____ per month. (Flat rate does not vary month to month and includes paid provider vacation.)

____ 5+ years: \$ _____ per month. (Flat rate does not vary month to month and includes paid provider vacation.)

- ♥ Tuition payments are due when the child is in care, absences when the center is open, holidays, provider days off, and provider vacation, as listed below.
- ♥ Tuition is based on the contracted schedule and is due in advance on **Thursday** for the following week's care.
- ♥ If your child is absent on a Thursday please make your payment ahead of time, stop in on Friday, or contact me to make other arrangements.
- ♥ Payment is considered past due if not paid in full by **5:00 p.m. Friday** of each week; at which time a fee of \$15.00 will be charged to your account. An additional \$15.00 will be charged per day until fees are paid in full, including weekends. This includes payments made to the business name that are not replaced by 5:00 p.m. Friday.
- ♥ Tuition payments may be made via cash, check, money order (made out to **Amy Nogar**), or direct deposit.
- ♥ An automatic raise in tuition will go into effect each fall.
- ♥ Payments through Wisconsin Shares are not accepted.
- ♥ Third party payments are accepted when prior arrangements are made. A payment schedule and contract must be agreed upon and signed by parents and provider before third party payments are accepted. Parents are responsible for co-payments and any unpaid amounts.

4. Overtime Rates:

Overtime is considered drop-off before 7:00 a.m., pick up after 5:00 p.m., and/or children in care for more than 10 hours a day. I understand that sometimes situations require early drop-off and late pick-up and am willing to accommodate this on a limited basis when prior arrangements are made. In these situations I will offer a grace period of 15 minutes before the center's 7:00 a.m. opening time or after the center's 5:00 p.m. closing time at no additional charge. The clock on the sign-in form will be official timekeeper.

Overtime rates apply:

- ♥ If care is needed before 6:45 a.m. or after 5:15 p.m.. An initial \$10.00 flat fee, plus an additional \$1.00 per minute fee per child will be charged for each minute the child is on the premises during these times.
- ♥ If a child is on the premises during the grace period but no prior arrangements have been made. An initial \$10.00 flat fee, plus an additional \$1.00 per minute fee per child will be charged for each minute the child is on the premises before 7:00 a.m. or after 5:00 p.m..
- ♥ If a child is in care for more than 10 hours a day. An initial \$10.00 flat fee, plus an additional \$1.00 per minute fee per child will be charged for each minute the child is in care over 10 hours.
- ♥ If a child is still in care at 6:00 p.m. and no arrangements have been made to pick up the child, Social Services will be called to pick up the child.

5. Holidays, Vacations, and Other Absences:

The following are paid holidays when they fall on a week day:

- ♥ Good Friday and Easter Monday
- ♥ Memorial Day
- ♥ July 4th
- ♥ Labor Day
- ♥ Thanksgiving Day and the Friday following
- ♥ Christmas Eve and Christmas Day
- ♥ New Year's Eve and New Year's Day

When a holiday falls on a Saturday the center will close the previous Friday; when a holiday falls on a Sunday the center will close the following Monday. Parents are responsible for alternate care on days the program is closed.

Amy & Kids Co. will also be closed for paid "Winter Break" from Christmas to New Year' (specific dates TBA each year), two weeks of pre-paid vacation, and up to eight paid "Personal Days" each year. An additional "Personal Day" may be added each fall.

Parents are responsible for alternate care when the program is closed. We have an alternate caregiver: ____ Yes ____ No

Tuition is due regardless of attendance; if your child is absent for any reason you are responsible for full tuition as contracted. This includes sick days, parental days off from work, family vacation, etc.

Weekly tuition rates include paid provider vacation so a tuition payment will not be due during provider vacation weeks.

6. Other Fees:

Enrollment Fee consisting of \$25.00 plus \$_____ for the first week's tuition is due upon enrollment. This payment is non-refundable and will be forfeited if the child does not come for care.

Final Payment of \$_____ for the last two weeks of care is due within one month of enrollment. This payment is non-refundable and will be forfeited if the child does not come for care, if parents do not give proper 2 week notice, or if provider terminates the contract effective immediately.

Payment may be spread over the first four weeks of care.

Holding Fee of \$_____ (regular full tuition) is required to hold an opening when a child's start date is more than one week after enrollment. This fee is non-refundable and will be forfeited if the child does not come for care.

- ♥ This fee is due beginning on the date that the opening becomes available.
- ♥ Payment is due on the Thursday preceding each week that the opening is to be held.
- ♥ If payment is not received by 5:00 p.m. on Friday the opening will no longer be held and any fees or payments that have been made will be forfeited.

Legal Fees incurred in the collection of fees due and/or defending any lawsuit brought by the family in which Amy & Kids Co. prevails will be charged to the parents.

- ♥ Such costs and expenses also include but are not limited to attorney's fees, court costs, and bank charges.
- ♥ Substitute charges; i.e. the cost of a substitute and/or additional caregiver to cover the provider's time away from the center will also be included.

NSF Fee of \$40.00 will be charged for any check returned due to non-sufficient funds.

- ♥ Parents are also responsible for all charges assessed to Amy & Kids Co. due to NSF checks.
- ♥ NSF checks will be re-deposited once and if returned a second time, cash or money order payment is required for replacement of the check.
- ♥ Tuition payments must be paid in cash or money order for six weeks following a NSF check.
- ♥ If two separate checks are returned due to NSF all subsequent tuitions payments must be made in cash or money order.

Safe Arrival Fee of \$5.00 per call will be charged if a child does not arrive within 60 minutes of his/her scheduled time without notification. Licensing regulations mandate that a child's parents are contacted in the event of a late drop-off.

Supply Fees for items provided by the center will be: \$2.00 each for diapers, for wipes or any other consumable item, and \$5.00 each for center-owned clothing items not returned within one week.

7. Sibling Discount and Credit Vouchers:

Credit vouchers for pre-paid tuition may be issued for each full day that care was unavailable due to an emergency that prohibits care.

When a family enrolls more than one child for full time care at Amy & Kids Co., a discount of **5%** will be taken off the oldest child's tuition. The sibling discount is only available for full time schedules.

8. Termination Procedure:

This contract may be terminated by the parent/guardian or provider. When notice of termination is given all outstanding bills must be paid, regardless of which party terminates services. A written notice must be given at least two weeks in advance of the ending date when the contract is terminated by a parent/guardian.

The provider may terminate the contract at will, effective immediately, for any reason deemed necessary, including but not limited to:

- ♥ Failure to pay fees on time
- ♥ Failure to sign in/out
- ♥ Lack of parental cooperation
- ♥ Inability to meet the needs of the child
- ♥ Repeated failure to pick up the child on time
- ♥ Failure to complete and return required forms
- ♥ Verbal or physical abuse or threat by a parent or any other person transporting a child
- ♥ A child's behavior which threatens the well-being of any person at the center
- ♥ Any other reason as deemed necessary by Amy & Kids Co.

9. Other Agreements:

By signing this contract, parents/guardians understand and acknowledge that:

- ♥ Under Wisconsin law, as owner of Amy & Kids Co. Family Child Care, Amy is a mandated reporter and has the right at any time, without notice or prior consent, to privately interview children at the center; to inspect and audit children's records; and to observe the physical condition of the children. _____ (initial)
- ♥ Under the terms of Wisconsin law, Amy & Kids Co. Family Child Care and its employees, substitutes and volunteers are mandated reporters and have a statutory duty to report the known or reasonably suspected instances of child abuse or neglect to a child protective agency if such abuse or neglect is known or reasonably suspected. _____ (initial)
- ♥ Amy & Kids Co. will keep all records and information about children and families private and confidential according to the guidelines specified in the Privacy Policy. _____ (initial)
- ♥ If an unsafe transportation situation exists due to alcohol, drugs, or the lack of an appropriate car seat, the procedure outlined in the Safe Transport Policy will be followed. Parents will be responsible for applicable cab fees and/or late fees as specified in the policy. _____ (initial)
- ♥ Failure to read the handbook does not excuse policy violations or remove the consequences of such violations. _____ (initial)

11. Waiver:

Although the center may have, on one or more occasion(s), failed to enforce a policy or right contained in this Contract, that failure to enforce does not constitute a waiver for all time.

12. Signatures:

This Contract contains the entire agreement and understanding between the parties as to the subject matter hereof.

By signing this Contract, parents/guardians agree that:

- ♥ I/We understand that pets are present and accessible to the children, as specified in the current Parent Handbook.
- ♥ I/We have received a copy of "Your Guide to Licensed Day Care" as mandated by licensing regulations.
- ♥ I/We have read, understand, and will abide by all of the policies as written in the current Parent Handbook.
- ♥ I/We understand that policies may be amended at any time; new policies will be distributed at least two weeks before they go into effect.
- ♥ I/We will abide with the regulations regarding the payment of fees as listed in the current Parent Handbook.
- ♥ I/We understand this is a legal contract that obligates me/us to these terms until a new contract or an amendment to this contract is signed by both parties.

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

If the parent or legal guardian is under age 18, a co-signer must sign this agreement, act as a guarantor to the contract, and agree to be bound by all financial terms.

Co-Signer Signature

Date

I agree to guarantee the above space exclusively for the above named child, and to provide such care and services as specified in the current Parent Handbook.

Amy S. Nogar, Provider

Date

