

THE LEARNING AND PLAY PLACE
2805 Sheridan Road
Bellevue, NE 68123
291-7800

HOURS, DAYS, AND PAYMENT

I agree to care for your child/children, _____ (names) on _____ (specify days) between _____ am and _____ pm beginning _____, for the term of one year, provided, however, that the first two weeks of care shall be a trial period. If any problems arise during the trial period, which we cannot work out to everyone's satisfaction, this Agreement may be terminated at the expiration of the trial period without any further obligation on me to provide care or on you to pay fees.

Payment is due **EVERY MONDAY**, *unless otherwise agreed upon*. If payment is late (without prior approval), there will be a late charge of \$5.00 per day. Giving me a check, but telling me that I am not allowed to cash it until a certain day is considered late pay and will be charged the late fee for each day I am unable to cash the check. Care will be denied if payment is more than a week late.

If your child is in my home daycare before or after your contracted times (without prior approval), an additional charge of \$5.00 per quarter hour is applicable. Please call at least 1 hour before your normal pick-up time if you know you will be late or the night before if you need to drop off early.

You may pay by check or cash. A \$15 fee will be charged for all returned checks and all payments thereafter shall be paid in cash.

HOLIDAYS, VACATIONS, AND OTHER ABSENCES

My home will **not** be open for child care on the following holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving weekend (Thursday and Friday), Christmas Eve and Christmas Day. **If the holiday falls on the weekend I will then be closed the official recognized holiday on either Friday or Monday.** (*unless both parents have to work and get prior approval*). **All care to be done on a holiday is your responsibility to check if I am available prior to that day.** I will receive a full day's payment for any of these holidays that fall on a childcare day.

I will take up to 2 weeks vacation per year without pay. I will be responsible for notifying parents of my planned vacation as far in advance as possible and let you know whether I can arrange for a substitute provider or whether I will expect you to find alternate care.

We will receive up to 5 days paid for sickness, bereavement, or personal days each year.

RATES

You agree to pay me \$135.00 per week during a one year period starting at the signing of this agreement. No deductions will be allowed for holidays, vacations, illness, snow days, or other absences

PARENTS' RESPONSIBILITIES

a. I may not accept your child in care until you provide completed forms in the back of the parents handbook and an immunization record form showing that your child has been immunized in accordance with the local health department's or the child's physician's recommended schedules against communicable diseases as specified by the health department.

b. State law prohibits me from caring for sick children. Therefore, you may not bring your sick child to my home for care. If your child becomes ill while in my care, you will be notified immediately, and your child will be isolated in a comfortable place until you can come for him/her.

The definition of a sick child for the purpose of this agreement shall be a child who has a fever (100 degrees F. or above), vomiting, diarrhea, a runny nose with colored discharge, a rash of unknown cause, severe pain, extreme listlessness or other dramatic personality change indicating the child is not well, or any other symptoms of acute illness, serious transmissible infection or communicable disease.

c. State law prohibits me from administering any medication without written, dated, and signed notice from parent stating dates, time, and amount of medication to be given. Forms for this will be provided. The medication must be in the original container.

d. You must provide the following items for your child:

- (1) All special foods, bottles and bibs;
- (2) Diapers and wipes;
- (3) Change of clothing (several during toilet training);
- (4) Any special toys or "blankies" your child needs for napping ("blankies" will only be used during nap time);

Your child may only bring toys or possessions to my home on Show and Tell Days, but please do not allow your child to bring valuable or fragile items, as I cannot be responsible for any damaged or lost items. No toy weapons will be allowed at any time.

e. Unless we have made other arrangements, please arrive at my home with your child at the time above and pick up your child no later than the time stated above. If your child will be arriving early, arriving late, staying late or not coming at all on any daycare day, you must call me as soon as possible. Overtime fees are applicable without prior arrangements.

f. I will do my best to child proof my home and to maintain order, but in the event that your child willfully causes damage to any property in my home, you will be responsible for any and all repair or replacement costs promptly upon demand.

PROVIDER'S RESPONSIBILITIES

a. I will provide loving and attentive care for your child in a safe, clean and healthy environment, with indoor/outdoor play, and preschool activities. I rely primarily on self-directed play rather than structured activities because I feel this promotes children's abilities to develop their own imaginations, to select the types of activities that match with their interests, and to learn to interact with others without constant adult intervention. I will do my best to meet your child's physical and emotional needs. I do not permit smoking in my home at any time.

b. I will comply with all regulations promulgated for family childcare providers in Nebraska. I have an open door policy. You are welcome to visit your child and to observe all areas of my home used for childcare at any time while your child is in my care. (Remember that staying too long or visiting too often can make the daycare experience hard for your child.)

c. I will provide well-balanced, nutritious meals and snacks for your child and a safe, comfortable place to nap. All non-nappers will be required to watch 1 movie, so that their bodies get rest time too.

d. I will provide first aid treatment for any minor injuries your child may sustain. In the event of a serious medical problem, I will attempt to contact you or the person you name as your emergency contact. If I cannot reach any of you, I will use my best judgment in seeking medical aid. I require a signed medical power of attorney from you in order to prevent any delay in necessary medical attention for your child if you cannot be reached. You will be responsible for any medical bills incurred on behalf of your child at any time, and you agree not to hold me responsible for any such bills.

e. I will use the "time out" method of discipline with preschoolers, and we will discuss the reason for the punishment and the behavior I expect of the child. I will discuss any serious behavior problems with you promptly and maintain a record of them in your child's file. If the problem persists, and we cannot work out a mutually satisfactory solution, I will have to terminate this agreement.

f. In the event that a situation arises requiring my absence while your child is in my care, I will leave your child with a responsible adult to provide proper supervision until I return or you may pick-up your child. If I know in advance that I will be unavailable to care for your child on a scheduled child care day, I will give you reasonable advance notice and let you know whether I can arrange for a substitute provider or whether I will expect you to find alternate care.

g. I will notify you in advance when I plan to take your child somewhere. I may occasionally go on local outings to the park. By signing this agreement you give your consent for me to transport your child within a 30-mile radius of my home.

h. I am required by State law to report any instances of suspected abuse or neglect of any child in my care to the proper authorities.

i. I will provide you with an annual statement of child care fees you paid to me. I will report all fees I receive from you to the IRS as income.

j. I can change this agreement at any time during the year by providing it in writing to all families. There may be times that I need to make a change for business reasons before the year is over.

TERMINATION

This agreement can be terminated prior to its expiration in the following ways:

a. At the end of the trial period, either you or I may terminate for any reason.

b. After the trial period, either you or I may terminate for any reason by giving two weeks written notice. If you terminate the agreement without a 2-week notice, you must pay for an additional 2 weeks of care, regardless of whether or not your child is present in my home.

c. After the trial period, either party may terminate this agreement if the other party violates the terms of the agreements.

d. After the trial period, I will terminate this agreement immediately if your child persists in behavior, which is harmful to others or your child or damaging to property.

e. If your child is unable to be present in my home for an extended period of time, I cannot guarantee that I will be able to hold an opening for your child without payment of the regular fee. In that case I would give you written notice of the termination of this agreement.

OPEN COMMUNICATIONS

It will be in everyone's best interest, yours, your child's and mine, if we maintain open and honest communications and treat each other with respect. I will be anxious to discuss your child's daily activities with you, especially your child's meals, naps, new skills, behavior problems, health and toilet training, but you must understand that there will be times when I have other commitments and may not be available for a lengthy discussion. We may have to postpone our conversation, but we should never let topics of concern go undiscussed. If you ever have any concerns about your child or the care your child is receiving, please bring them to me immediately, so we can reach a satisfactory solution for everyone.

By signing this agreement, each of the signatories acknowledges having read, understood and agreed to all the terms and conditions stated above.

I, _____ (the provider) and you, _____ and _____
_____ (the parents) agree to honor the terms and conditions of this family child
care agreement made this
____ day of _____.

Parent

Parent

Provider