



PROVIDER-CLIENT DAYCARE CONTRACT

The Names of the Parties to the Contract

This contract is between _____, hereinafter “client”, and Shanna Kuehn, hereinafter “provider”, for child care services provided for the child(ren) listed below.

Child Care Provider

Name of provider: Shanna Kuehn
 Address: 7439 Kahler Court NE, Otsego, MN 55301
 Home Phone: 763-315-8778 Work Phone: 612-250-6100 Cell Phone: 612-250-6100
 E-mail: mamabird@nestingtime.com Pager: n/a

Client

Name of first parent/guardian: _____
 Address: _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____
 E-mail: _____ Pager: _____
 Employer’s name/address: _____
 Name of second parent/guardian: _____
 Address: _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____
 E-mail: _____ Pager: _____
 Employer’s name/address: _____

Child(ren) Covered by This Contract

1. Name of child: _____ Date of birth: _____
 2. Name of child: _____ Date of birth: _____
 3. Name of child: _____ Date of birth: _____
 4. Name of child: _____ Date of birth: _____

Hours of Operation

1. First Day of Care

- The first day of care will be _____ day, _____, 20____.

2. Regular Hours of Care

Revised December 30, 2011

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 Client's Initials
 Date: _____

- Nesting Time’s hours of care will be from 7:00 AM to 5:30 PM, Monday through Friday. Late drop-offs do not allow for late pickups.
- The child care program is open year-round, except for the holidays and vacations listed in this contract in addition to sick or training days.
- The client may bring the child(ren) to the program on the following days:

- The drop-off time for your child(ren) is __:__ [AM / PM]. I cannot accept your child before this time unless you have made prior arrangements with me.
- The pickup time for your child(ren) is __:__ [AM / PM].

3. Other Business Hours

- The provider may provide evening or overnight care in the following circumstances:
 - parent’s travel for business
 - parent’s work schedule
 - a birth or death in the client’s family
 - parents’ night out

Terms of Payment

A. Child Care Rates and Fees

1. Regular Rate

- The regular rate will be \$ _____ per week / day / hour.
- If the client is receiving subsidy payments from a government agency, the client is responsible for paying the full amount of the fees under this contract if the government agency does not pay the provider for any reason. The co-pay will be \$ _____ per week.

2. Drop-in Rate

- The Schedule Change Request Form must be completed, a check included, and the form approved before care will be provided, except on an emergency situations.
- The provider offers drop-in care on a day-to-day basis.
- Drop-in care is offered as available. There is no guarantee that any given date or time will be available until written confirmation is received from the provider.
- The fee for drop-in care is \$ _____ per [day / hour].
- The fee for drop-in care is due with the Schedule Change Request form. Fees are nonrefundable.
- The client is responsible for paying the full amount for the hours of drop-in care requested even if the client does not bring the child(ren) for the entire time.

3. Family Discounts

- There is no discount for two or more children from the same family.

4. Rate Increases

- The child care rate may adjust each year on January 1st.

5. Payment Due Date

- Child care fees are due by pickup time on the last day of care for the week and will be applied to the following week.
- If client is taking vacation or other planned time off, payment is due on the last day of care before the absence.

6. Late Payment Fees

- If the child care fee is not paid when due, a late payment fee of \$5.00 per day will be added to the past due amount until it is paid.
- If the client does not make payment when due, the provider may cease to offer child care until full payment is made, including late payment fees.
- The fee for an insufficient funds check will be \$30.00, plus the amount of any bank charges to the provider's account. The provider may cease to offer child care until full payment is made, including late payment fees. Future payments may be required to be in cash, not check.

7. Early Drop-off and Late Pickup Fees

- The client will pay an additional fee of \$15.00 per child for the first 15 minutes (rounded up), then \$1 per minute per child after the first 15 minutes if child(ren) is/are dropped off earlier or picked up later than the time stipulated in this contract.
- All fees for early drop-off and late pickup are due at the beginning of the next day of care, in no event later than one week from occurrence.
- The provider will use the atomic clock in the entryway to determine if any early drop-off or late pickup fees apply and, if so, how much.
- With advance written agreement, the provider is willing to provide care after the client's regular pickup time of __:__ [AM / PM]. After that time the child care rate will be \$5.00 per hour per child.
- Coming late or arriving early three unscheduled times without any written or verbal (telephone) notice will result in immediate termination of child care.

8. Allowance/Grace Period

- The client will be allowed to, without written or verbal notice, drop off early or pick up late 5 minutes or less, unless that time falls outside of Nesting Time's hours of 7:00 AM to 5:30 PM.

9. Payment System

- The client will pay invoices electronically through the childcarepay.com system.
- If the invoice is not paid in full, the client will pay an additional \$1.00 fee per payment to cover the cost of processing additional payments.

10. Advance Notice

- If the client calls as soon as possible and notifies provider of a late pickup due to severe weather, extreme traffic conditions or other emergency, and no trusted person is available in the client's place to pick up the child(ren) on time, with the provider's agreement, it may not count against the three strikes. An hourly care fee of \$5.00 per child, rounded up to the next hour, may apply at provider's discretion. If provider has important plans for that time, the client will be informed, and client acknowledges and agrees that the child(ren) may be transported (in approved child

seats, if required) by the provider in this situation, and client further agrees that client may need to drive to a different location to meet the provider and pick up client's child(ren). Payment is due at drop-off of the next day of care, in no event later than one week from occurrence, or else a \$5.00 late fee per day (starting the day of the occurrence) will apply.

- If the client requests an early drop-off or late pickup by 5:00 PM the night before care, and the provider agrees to take the child(ren) at the earlier time or keep the child(ren) until the later time, an hourly fee (rounded up to the next half hour) of \$5.00 per child will apply. Payment is due at drop-off of that day of care, or else a \$5.00 late fee per day (retroactively applied starting the day of the occurrence) will apply.

B. Holidays, Vacations, and Absences

1. Holidays

- The child care program will be closed on the following days this year:
 - New Year's Day, Monday, January 02, 2012
 - President's Day, Monday, February 20, 2012
 - Good Friday, Friday, April 06, 2012
 - Memorial Day, Monday, May 28, 2012
 - Independence Day, Wednesday, July 04, 2012
 - Labor Day, Monday, September 03, 2012
 - Thanksgiving Day, Thursday, November 22, 2012
 - Thanksgiving Friday, Friday, November 23, 2012
 - Christmas Holiday, Monday, December 24, 2012
- If a holiday falls on a Saturday, the child care program will be closed the weekday before (typically Friday). If a holiday falls on a Sunday, the child care program will be closed the next weekday (typically Monday). In the event of consecutive holidays, such as Christmas Eve and Christmas Day, if they land on a Friday and Saturday, they would be observed as Thursday and Friday. If they land on a Sunday and Monday, they would be observed as Monday and Tuesday.
- The client must pay the normal rate for all paid holidays listed above, regardless of any other term in this contract, unless the child's schedule is non-fulltime and does not usually fall on the day of the week of the holiday (as observed above).

2. Provider Sick Days

- The client will not pay for the sick days taken by the provider.
- The client is responsible for arranging backup care for the provider's sick days.

3. Provider Vacations / Training / Personal Days

- The provider will take 10 days of vacation per calendar year.
- The provider may take her vacation days consecutively or not.
- The client will not pay when the provider is on vacation.
- The provider's program will be closed for 10 days of vacation per year.

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Client's Initials
Date: _____

- The provider will give the client a minimum 2 weeks written notice of her vacation days.
- The provider may need to take additional unpaid time for training or conferences and will give as much notice as possible for these absences.
- It is your responsibility to arrange backup care, but I provide these suggestions to help you get started. I cannot take responsibility for any problems that arise if you use one of the providers I have suggested. You may call 866-511-2244 toll-free for a referral to other local childcare providers. Minnesota Child Care Resource and Referral Network at 1-888-291-9811 offers referrals for Minneapolis area care.

4. Client Vacations

- The full-time client may take up to 10 vacation days per calendar year (pro-rated if the client hasn't been here the full calendar year) from the program and will pay half the regular rate for those days. Non-full-time scheduled children will receive a pro-rated number of half-off vacation days.
- The client's vacation days may be taken either in blocks of days or one day at a time.
- The client's vacation days must be taken in increments of one full day.
- The client may not carry over vacation time from one calendar year to another.
- The client may take as vacation days any holidays.
- The client may not take as vacation any other days that are listed as paid under the terms of this contract.
- Clients must give the provider a minimum of two weeks' notice of the dates of their vacation.

5. Child Sick Days and Absences

- Failure to comply with the program's illness policies may result in the termination of this contract.
- The client must pay for all days when the child is sick and not in child care.
- It is your responsibility to arrange backup care, but I provide these suggestions to help you get started. I cannot take responsibility for any problems that arise if you use one of the providers I have suggested. You may call 866-511-2244 toll-free for a referral to other local childcare providers. Minnesota Child Care Resource and Referral Network at 1-888-291-9811 offers referrals for sick child care. "Under the Weather" specializes in sick child care. They offer both in-home and center care. For more information, visit <http://undertheweathersickchildcare.com>.
- The client must pay for all short-term illnesses when the child is sick and not in child care. The payment for a long-term illness may be negotiated with the provider.
- No fees will be charged if the provider's children are ill and the child care program is closed.

C. Holding Fees

- The provider agrees to hold a space in her program for up to 3 (three) weeks until _____ for the client's child(ren). In return, client agrees to immediately pay the two week advance payment of \$_____. If the client decides not to enroll the child(ren) before the end of the holding period, the advance payment will not be refundable.
- The provider agrees to hold a space in the child care program until _____ for the client's child. In return, the client agrees to pay the provider half of the regular child care fee during the holding period. Payment is due weekly on Thursdays. The holding fee paid will not be applied to child care fees once the child is in the program.

- If the client decides not to enroll the child in the program before the end of the holding period, any advance payment or fees are not refundable.
- The client wishes to enroll her child with the provider starting on _____. However, the client chooses not to pay a holding fee, and the provider does not agree to hold a space for the child. If before the above date the client wishes to hold a spot for the child, the client can request this of the provider. If at that time the provider agrees to hold the spot until the above date, the client will pay the provider \$ _____.
- The client must contact the provider two weeks before the end of the holding period to confirm that the child will begin child care as scheduled. If the provider does not receive this confirmation and is unable to reach the client within 48 hours, the provider will assume that the client has changed his/her mind and will not be enrolling the child.
- If the provider is able to fill the child care spot on a temporary basis during the holding period, the provider will reduce the holding fee by the equivalent time for the temporary child care.
- If the client already has a child in the provider's care, the client will not be charged a holding fee to hold a space for a new baby if the holding period is less than 2 months. The client must make this request in writing. A two week advance payment is due before the baby is scheduled to start. The two week advance payment is non-refundable regardless of any other term in this contract if an open spot is held for the new baby.
- If a client is laid off from work, loses a job, or becomes seriously ill and decides to temporarily remove the child from care, the provider will charge \$ _____ to hold the child's space for _____ weeks. At that point, the agreement will be renegotiated.

D. Other Fees

1. Registration, Licensing, and Insurance Fees

- The client is not charged registration, application, or enrollment fees, unless terminating within the trial period.
- The client is not charged for licensing or insurance fees.

2. Field Trip Fees

- There may be an extra fee for field trips. The provider will notify the client of the fee for each trip at least one week in advance.

3. Fees for Extra Services and Food

- The client will be responsible for bringing to the child care program.
- Most food and drink is included in the regular payments. However, if special foods are needed such as soy milk or a brand of formula other than the one I provide, the client will need to bring sufficient quantities of such items to the child care program.
- The client will pay fees for any field trips, swimming lessons, ballet lessons, and other special programs. The provider will notify the client of these fees at least one week before the event. Payment will be due on the next regularly scheduled payment day.

4. Charges for Collecting Payment or Fees

- The client will be responsible for paying the cost of any legal or other fees if payments or fees due under the terms of this contract are not paid.

5. Charges for Damage by the Child

- If the client's child breaks or damages the provider's property, the client will pay promptly to have the item replaced or repaired, at the provider's discretion.
- If the client's child intentionally or deliberately damages or misuses an item, the client will be responsible for the cost of the damage as determined by the provider.

Termination Procedure

Trial Period

- Child care will begin on _____ day, _____, 20___. The client will pay \$_____ per hour / day / week. The first three weeks in the child care program will be an adjustment or trial period. During this time, either the client or the provider may cancel the contract immediately, with written notice. If the contract is cancelled during this three-week trial period, the client will pay a prorated fee (minus days of care rounded up to full days, and if the spot was held without charge then the rate of a holding fee which is half the regular rate for the duration the spot was held open is also due, if the client terminates the contract). There will also be a \$50 registration fee due if care is terminated by the client during the trial period. Payment is due for each day unless the contract is cancelled before 6:00 pm the evening before care begins.

Advance Payment for Last Two Weeks of Care

- The client will pay \$_____ at the time of signing the contract (if only a partial amount of the total for 2 weeks care can be paid at this time, see the end of this contract for advance payment payment arrangements); this advance payment will pay for the client's last two weeks of care, even if the provider's rates are raised later.
- Clients who receive a government subsidy for child care and also make a co-payment are required to pay two weeks of co-payments in advance for the last two weeks of child care. If the subsidy program does not pay its share for the last two weeks of care, the client is also responsible for paying the remaining amount. The co-pay is \$ _____.
- Advance payment will be forfeited if child(ren) does (do) not start on scheduled date.

Termination after the Trial Period

- Saying goodbye can be a very stressful transition for everyone involved – whether the transition is positive or negative. It affects the child(ren) who is/are leaving, you as the parent or guardian, me as the caregiver, and the other children who remain. The following terms are in place to help me make this transition as smooth as possible.
- After the three-week trial period has been completed, the client must give a two-week written notice to terminate this contract.
- The client must pay the full child care fee for the notice period even if the client removes the child(ren) from the provider's care before the notice period ends.
- The client must pay for the last two weeks of care, regardless of any other term in this contract.
- The provider may terminate this contract at will.
- The provider reserves the right to immediately terminate this contract without notice if the client does not make each payment in full when due.

The Signatures of the Parties to the Contract

- By signing this contract, clients indicate that they have read the provider's policies and agree to follow them. The provider reserves the right to make changes to her policies without notice. Provider will try to give immediate notice of policy changes.
- If you do not agree to the changes in the policies, you must provide a two-week written notice to terminate this contract. I will do my best to not apply the changes during those two weeks although we may have to reach a compromise or possibly terminate care sooner than two weeks.
- The person(s) signing this contract is responsible for paying all fees due under this contract, regardless of parent's marital status or custody arrangements of the child(ren).

A failure to enforce one or more terms of this contract does not waive the provider's right to enforce any other terms of this contract.

Parent or legal guardian's signature

Date of signature

Parent or legal guardian's signature

Date of signature

Co-signer's signature

Date of signature

A co-signer is required if the client is under the age of 18. The co-signer guarantees the contract and agrees to be responsible for all its financial terms if the client fails to pay the provider.

Provider's signature

Date of signature

Advance Payment Agreement for Last Two Weeks of Care

The client agrees to pay an extra \$ _____ a week for _____ weeks until the final two weeks of child care have been paid in advance.

Client's signature

Date of signature

Client's signature

Date of signature

Provider's signature

Date of signature