



I. **The Parties.** This Daycare/Childcare Services Agreement (“Agreement”) made \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) made by and between:

**Parent(s):** \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, (“Parents”)

**AND Provider:** \_\_\_\_\_, with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, (“Child Care Provider”).

**Father’s place of employment:** \_\_\_\_\_

Phone: \_\_\_\_\_

**Mother’s place of employment:** \_\_\_\_\_

Phone: \_\_\_\_\_

Child Care Provider and Parents are each referred to herein as “Party” and, collectively, as the “Parties”.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Parents and Child Care Provider agree to the Terms and work conditions as set in this Agreement and subject matter hereby agreed upon by the Parties:

II. **The Children.** This Agreement shall only be for the following child(ren) named below:

Child’s Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Child’s Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Child's Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_

Hereinafter known as the "Child(ren)".

- III. Term.** This Agreement is hereby duly signed by the Parent(s) and Child Care Provider and shall become effective upon \_\_\_\_\_, 20\_\_\_\_\_. This Agreement shall be effective for a period of \_\_\_\_\_ years commencing on the Effective Date. This Agreement may be renewed upon **30** days written notice provided by the Parent(s).
- IV. Child Care Services:** The Child Care Provider agrees to supply the necessary daily care to the Child(ren). Such daily care shall include, but not be limited to, constant supervision, promoting good behavior, providing meals and snacks, and any extra services agreed upon by the Parties.
- A. All children need to arrive dressed and ready for the day unless otherwise specified in this agreement.
  - B. All children enter the care at Jenna's House on a trial basis, two weeks to ensure proper adjustment.
- V. Hours of Operation.** Jenna's House is open Monday-Friday. Parent(s) contract individual hours within this time frame. An additional charge of \$1.00 per minute will be in effect for any child picked up after contracted hours. With no exceptions unless waived specifically in this Agreement.
- A. Payment for late pick up is payable to the person working late. Repeated late pick-ups may be cause for termination of this Agreement. If Child is not picked up by agreed pick up time, the Child Care Provider must be notified.
  - B. Extended hours are available upon prior arrangement. Child Care Provider is open to discuss evening, weekend and overnight care.

Any additional services or extended hours that are discussed shall be written at the end of this contract in the ADDITIONAL TERMS AND CONDITIONS section and hereby agreed to by the Parties.

- VI. Completed Forms.** All forms can be accessed on the Jenna's House website ([jennashousedaycare.com](http://jennashousedaycare.com)). The forms must be completed by the Parent(s) and submitted prior to the child starting attendance at the Child Care Provider's facility, including immunization records.

A medical release form is required for all medicine administered to your Child(ren) by the Child Care Provider. A non-refundable deposit of \$100.00 per

Child is required upon completion of required forms to secure your Child(ren)'s place at Jenna's House. The fee will be applied toward the Parent(s) first week's payment.

**VII. Payment.** Under this Agreement, the Child Care Provider shall provide services of \$\_\_\_\_\_ for each child per  Hour  Day  Month ("Payment Amount").

The Parties agree to the Payment terms as follows:

- A.** Monthly payments. Payment is due on the **first** of each month. If the first happens to fall on a weekend, it is due *prior* to that date.
- B.** Bi-weekly payments are required to be paid Monday morning, payments are due two weeks in advance.
- C.** The Child Care Provider has scheduled time on Monday mornings to enter all payments and conduct banking. During this time, extra help is hired to assist.
  - 1.** There will be a penalty fee of **\$10.00** for each day after Monday morning if payment is not received (unless specified in this Agreement). If payment has not been received by Wednesday of that work week; it will result in immediate termination of this agreement; unless previously specified. Tuition includes all sick days, vacation, PTO and holidays. Fees are based on contracted days, not attendance.
- D.** Payment is due prior to Parent(s) vacation.
- E.** Payment is due prior to the Child Care Provider's vacation.
- F.** A fee of \$50.00 will be charged for all returned checks. After the second occurrence, all payments must be cash.
- G.** Sibling discount of 5% off will be given by the Child Care Provider.

**VIII. Payment Schedule.** The Payment Amount shall be paid: (check one)

- A.  Monthly
- B.  Bi-Weekly
- C.  Other: \_\_\_\_\_

**IX. Payment Method.** Parties agree that the Payment Amount shall be paid per the agreed Payment Schedule by the following: (check one)

- A.  App (Venmo, Cashapp, Zelle, etc.)
- B.  Check
- C.  Cash
- D.  Other: \_\_\_\_\_

Hereinafter known as the "Payment Method". The Payment Amount shall be referred to as "Compensation".

- X. Holidays and Vacations.** The Parties acknowledge and agree that the Child Care Provider will not be available on designated Holidays. All paid holidays are listed on the Jenna's House website. It is the Parent(s)' responsibility to keep track of the dates. The Child Care Provider will also take 15 paid days off (PTO) per year.
- A. The Child Care Provider will give at least four weeks advance notice, with the exceptions of Emergencies.
  - B. It is the Parent(s)' responsibility to obtain alternate care as needed during Holidays and/or Emergencies when the Child Care Provider is not available.
  - C. Alternate care will be arranged by the Child Care Provider if they need to leave the facility during regular business hours or the extended hours agreed upon by the Parties in this Agreement.
- XI. Allergies.** The Parent(s) agree to disclose, in writing, any and all dietary/medical allergies and/or restrictions of the Child(ren) to the Child Care Provider prior to or on the Effective Date of this Agreement.
- XII. Medication.** Medication forms must be filled out and signed in order for the Child(ren) to be given medicine during the day. Medicine must be prescribed by a Doctor and be in its original container. The prescription must include clear instructions on proper dosage to be administered for the Child(ren). All medications will be stored out of reach of children.
- A. Child safe Sunscreen, over-the-counter diaper rash cream and baby lotion will be applied to the Child(ren) by the Child Care Provider, unless otherwise specified by the Parent(s).
- XIII. Sick Policy and Injuries.** If the Child(ren) arrives at the facility sick, the Child Care Provider will not be able to provide care and will contact the Parent(s).
- A. Should a child become ill or injured at the facility, the Parent(s) will be notified immediately.
    - 1. Should the illness be such that other children may be endangered, or the illness or injury is such that it requires immediate medical attention, the Parent(s) will be expected to pick up the Child(ren) as soon as possible.
  - B. Slight injuries will be reported to the Parent(s) picking up the child.
  - C. Parent(s) are required to notify the Child Care Provider if the Child(ren) have been ill in the home during the evening, morning, or weekend before returning to Jenna's House.
  - D. Accidents of an urgent nature and all head injuries will immediately be reported to the Parent(s). In the event that medical attention is immediately needed, 911 will be called and the Parent(s) will be notified.

**XIV. Health Guidelines.** The Parent(s) agree that the following symptoms are clear indications that the Child(ren) should not come to Jenna's House and may be sent home with the Parent(s).

- A. Fever of 100 degrees or above
- B. Vomiting and/or diarrhea
- C. Uncontrollable cough
- D. Excessively runny nose
- E. Head, ear or stomach ache
- F. Uncontrollable crying
- G. Rash

Child(ren) must be clear of all symptoms **48** hours without medication before returning. Parent(s) agree and acknowledge the terms of the Child Care Provider's Health Guidelines. If the Child(ren) are not well enough to play outside or attend school that day, they are not considered well enough to attend childcare.

**XV. Meals.** The Child Care Provider agrees to provide healthy meals for the Child(ren). Parent(s) must provide infant formula. The Child Care Provider agrees to accommodate breastfeeding mothers. Homemade organic baby food is provided once the baby is eating a full diet of fruits and vegetables.

- A. Parent(s) must report any and all of their Child(ren)'s dietary restrictions and/or allergies to the Child Care Provider.

**XVI. Discipline.** The Child Care Provider's goal is to guide children in a healthy positive direction; therefore, positive discipline is a way of life. Children learn through example participation, experience and daily practice. The techniques used are not abusive and do not include corporal punishment. Children are respected at all times.

**XVII. Damages.** If the Child(ren), while under the Child Care Provider's supervision, causes any damage to the premises other than normal wear and tear on toys, furniture, or damage, the Parent(s) shall be responsible for repairing any said damage caused by the Child(ren).

**XVIII. IMMEDIATE TERMINATION.** The Parent(s) agree to and acknowledge that Jenna's House is an at-will daycare facility. On very rare occasions, at the discretion of the Child Care Provider, **services may be canceled at any time and the subject matter of this Agreement terminated.** For all other occasions, the Child Care Provider will attempt to mitigate the situation to find a peaceful resolution for all Parties involved.

Situations that call for immediate termination include, but are not limited to:

- A. At the Child Care Provider's sole discretion, it is decided that the child's behavior or that of the Parent(s) poses a significant threat to the physical

or mental health or well-being of any of the children, staff, the program or other persons on the Provider's premises, and the Child Care Provider is unable to reasonably eliminate the threat.

- B. Any payment owed by the Parent to the Child Care Provider under this agreement is not paid **within three days** after is due;
- C. The Child(ren) is/are picked up late more than **five times** in any thirty (30) day period.
- D. The Parent(s) act in any way considered hostile by the Child Care Provider or facility workers.

**XIX. Additional Terms and Conditions.**

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**XX. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties. By signing this Agreement, the Parties agree to and acknowledge all terms provided herein.**

Note from the Child Care Provider: *"It is my goal that together, we can raise your children to love and respect themselves, others, and the world around them. I feel completely honored to be given the opportunity to be a part of you and your child's life. I believe that children thrive in a loving environment. That is exactly what Jenna's House will provide to you and your child."*

**Parent Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

**Parent Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

**Child Care Provider's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

If it is necessary for Parent(s) to discuss anything with the Child Care Provider and/or associated workers, please schedule a meeting time via telephone or in-person; NOT during pickup time. This allows the Child Care Provider time to properly close down the facility, and the Child Care Provider and associated workers to be off work when their

shift is over. The Child Care Provider is open and eager to discuss any matters regarding your child; however, the Parent(s) must set up a scheduled time with the Child Care Provider that does not conflict with Jenna's House closing time.