

Families,

Thank you for enrolling your child(ren) in Happy Families Daycare. Please thoroughly read through the contract agreement before filling out the information provided and returning it. To secure your family's spot(s) starting August 15, 2022 please return the following no later than August 15, 2022 to Happy Families Daycare at New Hope Church.

- Completed signature page of the contract agreement
  - Please keep contract for your records
- Child Information Sheet SFN 845
- Parent's Statement of Child's Health SFN 847
- Copy of Immunization Records (Up to Date)
- Medical/Emergency Liability Release Form
- Copy of Birth Certificate
- Photo Release Form
- Infant Sleep Permission Form - 0-18 months Only
- Child Routine and Information Page

If I have not received the above items by August 15, 2022 I will offer the spot to the next family on our waiting list. Please feel free to contact me with any questions at 307-431-2874.

Thank you,

Janie Cox Director Happy Families Daycare

## DAYCARE PROVIDER AGREEMENT

### 1. Definitions & Hours of Operation

- (a) For purposes of this agreement, “Daycare Provider” is defined as Happy Families Daycare, LLC, a duly registered Limited Liability Company organized under the laws of the State of North Dakota, its staff, agents, and employees.
- (b) Daycare Provider is open Monday through Friday 7:00 am to 5:00 pm beginning August 15, 2022 and ending after May 26, 2023. Holiday closures, with no payment, will include:
- **Labor Day:**
    - Monday, September 5, 2022
  - **Thanksgiving Break:**
    - November 24-25, 2022
  - **Winter Break:**
    - December 21, 2022-January 2, 2023
  - **Easter Break:**
    - April 7-10, 2023

### 2. Fees

(a) Fees include all days except the holiday closures listed above, starting August 15, 2022 through May 26, 2023. Fees include days your child is absent or ill. Discounts are not given if your child does not attend daycare. The daycare fees are charged according to the following fee schedule:

AGE OF CHILD	TYPE OF CARE	PRICE
0-17 Months	Enrolled	\$230.00/week
0-17 Months	Drop-In	\$50.00/day
18 months to Kindergarten Age	Enrolled	\$210.00/week
18 months to Kindergarten Age	Drop-In	\$45.00/day
Kindergarten Age and Older	Enrolled	\$190.00/week
Kindergarten Age and Older	Drop-In	\$40.00/day
Any Age	Before/After School Care	\$50.00/week

### 3. Payment

(a) Payment will be due biweekly, every other Tuesday beginning August 10th, 2021. If payment is not received when due, Daycare Provider reserves the right to assess a 10% fee of your total bill will be applied to the amount owed.

(b) Payments are accepted in cash, check, Venmo or through Brightwheel Childcare Software. Daycare Provider's Venmo account is Janie Cox @HappyFamiliesDaycare. All personal checks may be made payable to Happy Families Daycare.

(c) If Daycare Provider has not received payment within one week of the payment due date, your child will not be allowed to attend daycare until the full balance is paid.

(d) In the event of outstanding debts owed to Daycare Provider, Daycare Provider reserves the right to commence a legal collection action against any and all applicable obligors and debtors. If Daycare Provider commences a legal action to collect a certain debt, any and all applicable obligors and debtors hereby acknowledge and accept responsibility for all court costs, including but not limited to filing fees, service fees, and reasonable attorney fees incurred by Daycare Provider, or its authorized agents related to a civil action stemming from activities or transactions with Daycare Provider.

(e) A fee of \$35.00 will be charged for all NSF checks. After a second occurrence all payments must be made either by cash or certified check.

#### **4. Deposit and Registration**

(a) A one-time deposit fee of \$75 per child is required upon completion of registration to secure your child's spot with Daycare Provider. This deposit will be applied to your first bill.

(b) Daycare Provider will not provide daycare services until registration is complete. Registration is complete when the deposit listed in paragraph 4(a) has been received by Daycare Provider and the following paperwork is executed or updated and is returned to Daycare Provider:

- Completed signature page of the contract agreement
  - Please keep contract for your records
- Child Information Sheet SFN 845
- Parent's Statement of Child's Health SFN 847
- Copy of Immunization Records (Up to Date)
- Medical/Emergency Liability Release Form
- Copy of Birth Certificate
- Photo Release Form
- Infant Sleep Permission Form - 0-18 months Only

- Child Routine and Information Page

\*Existing documents can be updated as needed and re-signed by parents.

## **5. Illness Policy**

(a) A child who is ill must remain home to protect the well-being of the other children in Daycare Provider's care. These illnesses include but are not limited to: pink eye, strep throat, fever, rash, vomiting, diarrhea, COVID-19, and other communicable diseases.

(b) If a child has had a fever, had diarrhea, or has vomited, your child can not return to daycare until 24 hours have passed from the last displayed symptoms.

(c) If a child has been prescribed medication for an illness your child can not return to daycare until 24 hours after the first dose of medication has been consumed.

(d) If it is determined that a child needs to be sent home while at daycare, parents agree that the child will be picked up as soon as possible after given notification.

(e) If medication is required while in Daycare Provider's care it will only be administered with written permission.

(f) If over the counter medications are required the parent will be contacted for permission.

(g) Daycare Provider has routines and procedures in place to prevent the spread of any illness. This includes daily and regular handwashing, toy sanitization, surface sanitization, and laundering.

## **6. Accidents/Injuries**

(a) Minor accidents and injuries will be cared for by Daycare Provider's staff and will be reported upon parent pickup. In the case of a major emergency any necessary steps will be taken to ensure the best care for the child, this includes transportation to the emergency room. Parents agree that all expenses related to an emergency are their responsibility. Please see and sign the attached Medical/Emergency release form.

(b) Concerns/Complaints and Abuse/Neglect

- If a concern, or complaint arises please notify Daycare Provider immediately.
- Any necessary steps will be taken to address any alleged abuse/neglect.

- As a licensed provider it is mandated that Daycare Provider report any and all suspected child abuse or neglect to Williams County Social Services.

## **7. Emergency Plan and Backup**

(a) Daycare Provider's facility will at all times be readied for an emergency with emergency lighting, extra food, water, and first aid supplies. An emergency evacuation plan is also in place, and a separate location has been designated should relocation be necessary.

(b) In the case of a staff emergency, Daycare Provider is equipped with backup providers. Daycare Provider's backup providers have complied with all licensing regulations including a background check and required training. In the event that the backup provider's services are required, daycare will still be provided at the regular location, and notification will be given as soon as possible.

## **8. Arrival, Pickup and Accountability**

(a) All children shall be dressed appropriately every day, with weather appropriate attire and footwear for outside play.

(b) Upon arrival Daycare Provider strongly requests that you quickly settle your child in for the day and verbally report any concerns to your child's teacher. It is Daycare Provider's policy that each child will wash their hands upon arrival.

(c) In the event you fail to pick up your child prior to closing time the following policy will be in place:

- A fee of \$1.00/minute applied to your invoice for each minute you are late picking up your child, after 15 minutes the fee will increase to \$5.00/minute.
- If the parent cannot be contacted 15 minutes beyond Daycare Provider's closing time the emergency contact will be called.

(d) For the safety of your child, it is mandatory that written permission be provided in the event someone, other than the person indicated on the registration form or Child Routine and Info page, picks up your child.

(e) If your child will not be attending daycare for any reason, please give notification as soon as possible. If your child fails to show up to daycare without prior notification of their absence the following policy will be in place:

- The parents will be contacted if 30 minutes have passed beyond the usual drop off time.
- If neither parent is available, the emergency contact will be called.

- If concern is reasonable, and Daycare Provider is unable to reach parents, or the emergency contact, steps will be taken to ensure the safety of your child and your family by contacting the proper authorities.

**(f) UNDER NO CIRCUMSTANCES WILL DAYCARE PROVIDER TRANSPORT ANY CHILD FROM DAYCARE PROVIDER'S FACILITY TO ANOTHER DESTINATION.**

## **9. Daily Communication and Reports**

(a) The best way to communicate (non-emergency) with Daycare Provider throughout the day is through text messages or phone calls. The director, Janie Cox, can be reached at (307) 431-2874. Backup contacts will be provided if and when necessary.

(b) For infants (0-17 months) a daily written report will be given to parents upon pick up. This report will include:

- Nap times and lengths
- Feeding times/amounts
- Urine and bowel movement totals

(c) For children 18 months and older an oral report will be given upon request at pick up time.

## **10. Items from Home**

(a) Age-appropriate toys will be provided for all children. Therefore, toys from home shall not be brought to daycare.

(b) All personal items shall be labeled when brought to daycare, they will then be stored appropriately in personal bins for each child. The following items should be provided at all times while in care:

- A blanket for nap time
- One comfort stuffed animal for nap time, if necessary
- An extra set of clothes/underwear
- Diapers
- Sippy cup, water bottle, or milk bottles for infant
- Pacifier if required
- Formula/Breastmilk for infants up to age 1
- Sunscreen

## **11. Meals, Snacks and Naps**

(a) Nutritious meals and snacks will be provided by Daycare Provider to your child each day. All provided food will comply with the USDA food care program guidelines. No outside food, with the exception of holiday/birthday treats, will be permitted at the facility of the Daycare Provider.

(b) Daily food schedule will be as follows:

- Breakfast at 8:00am
- Lunch at 11:30am
- Snack at 3:00pm

(c) Any dietary restrictions or substitutions must require a written letter from your child's physician. Once the letter is provided, Daycare Provider will collaborate with each family to assemble a meal plan. Regular dairy milk is served, and daycare menus will be provided at the beginning of every month.

(d) Infant led feeding will begin by request of the parents, generally around 5 months of age. Daycare Provider will work with each individual family on a meal plan at this time.

(e) Infant naps will be taken as needed, or as agreed upon with parents.

(f) A quiet, restful time will be required at 12:30 pm every day for children 18 months and older. If your child no longer naps, it will still be expected that they rest quietly at this time for a 20–30-minute period before continuing activity. All children are woken by 3:00 pm, but an earlier wake up time of 1:45 is also offered.

## 12. Discipline

(a) Children will be disciplined appropriately while at daycare. Verbal discipline as well as an appropriate time-out location and length will be in place. If disruptive behaviors become consistent a meeting with parents will take place to discuss an effective plan. If at any time a child's behavior is no longer acceptable to Daycare Provider, termination of care will be effective immediately.

## 13. Toilet Training

(a) After a child has reached the age of two (2) years, Daycare Provider will work in conjunction with parents to toilet-train the child. Methods of success will need to be communicated by parents. It is not Daycare Provider's job to potty train your child, but Daycare Provider will carry through with what is being done at home. Parents shall provide extra clothing and underwear to Daycare Provider for toilet training. Daycare Provider will also communicate nap time requirements concerning diapering.

(b) Daycare Provider reserves the right to discontinue toilet training at daycare any time if necessary. Communication with toilet training is key and accidents are expected, however if Daycare Provider feel the accidents are so frequent that they could affect the quality care of other children, Daycare Provider may pause and toilet training of your child.

#### **14. Staff**

(a) All staff, full time and backup, hired by Daycare Provider will be in compliance with the requirements set by the state of North Dakota to work at a licensed daycare center. This includes up to date Infant and Child CPR, First Aid and AED training, a federal background check, and various childcare training. Daycare Provider shall comply with the adult to child ratio as mandated under applicable state law and licensing standards. All staff will be under the direct supervision of Janie Cox, Happy Families Daycare Director. If any concerns about a staff member arises, you are directed to contact Janie Cox directly.

#### **15. Water Hazards (Aquatic Policy)**

(a) There is not a swimming/wading pool at Daycare Provider's facility. The only water feature that may at times be available to your child is a water tub provided for various learning activities. These tubs will be various sizes, no larger than 2ft. by 4 ft. and with no more than 4 inches of water at any time. This is for hands only. The water will be replaced daily as used. Children will always be directly supervised while playing with the water table.

#### **16. Facilities**

(a) Happy Families Daycare agreement with New Hope Church grants Daycare Provider access to the large nursery room for infants, the preschool area common room, classrooms, bathrooms, and the Hub area for play/recreation.

- These areas are locked to the public during daycare hours.
- Daycare Provider will not be using any other part of the Church facilities at any time.
- Before entering, and upon exiting Happy Families Daycare designated rooms your child/children are your responsibility even if still on New Hope Church property. Daycare Provider will not be liable for any accidents or injuries outside the rooms listed above.

#### **17. Age-Appropriate Learning**



- (a) Daycare Provider strives to create a comfortable, creative and inviting learning environment for your children. This will include age-appropriate structured learning activities, creative play, free play, and recreation time.
- (b) Communication with parents will take place throughout the year to encourage growth in cognitive, emotional, and physical skills being taught and practiced during care.

## **18. Reporting Concerns and Confidentiality**

- (a) If at any time a staff member, parent or guardian feels that a concern/complaint is not being addressed by Happy Families Daycare's Director, Janie Cox, they can contact Hillary Whittaker (information below) to report their grievance.

Moriah Rademacher  
Early Childhood Services Specialist  
NDDHS for McKenzie and Williams County  
Mountrail McKenzie Human Service Zone  
201 5th St. NW Suite 790  
Watford City, ND 58854  
(701) 630-0308  
[mrademacher@nd.gov](mailto:mrademacher@nd.gov)

- (b) All information shared with Daycare Provider's staff will be kept confidential. All staff and parents/guardians are expected to keep all information confidential, including names, paperwork, and anything that occurs in the daycare environment.

- (c) Daycare Provider does maintain a private Facebook page as well as a public website. Photo sharing permission forms will be collected and honored as indicated by each family. The purpose of the Facebook page is to communicate necessary announcements as well as share pictures of Daycare Provider's daily activities. The Facebook page is administered by the director, and only parents/guardians of enrolled children will be granted access to this page.

- (d) Daycare Provider shall carry the required insurance as mandated by state law and licensing standards.

## **19. Termination Policy**

- (a) Due to any circumstances that your family will not be completing the rest of the contracted daycare year (August 9, 2021, through May 27, 2022) a two-week notice is required for termination of this contract. Required childcare fees will be calculated two weeks out from this notice.

(b) Daycare Provider reserves the right to terminate care in circumstances of non-payment of fees that are 4 weeks behind the payment schedule. Daycare Provider also reserves the right to terminate care, immediately and without notice, in instances of inappropriate behavior on the part of a child or parent/guardian.

## **20. Professional Behavior Onsite**

(a) Professional behavior will be maintained by all staff and parents onsite at all times. If a parent has any concerns about an employee, an enrolled child other than their own, or a family member of an enrolled child, their concerns must be communicated to the director only. Please always remember that Daycare Provider's primary concern is the children in its care. If any parent has personal or professional issues with another parent, it will not be addressed onsite at daycare.

## **21. Damages**

(a) If any of 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).

## **22. Governing Law**

(a) This Agreement shall be governed by and shall be construed in accordance with the laws in the State of North Dakota.

## **23. Severability.**

(a) If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**HAPPY FAMILIES DAYCARE CONTRACT AGREEMENT**

By signing below I/we, as the parents of \_\_\_\_\_, agree to the policies of Happy Families Daycare.

_____	_____
Parent One Signature	Date

_____	_____
Parent Two Signature	Date

_____	_____
Director	Date

1<sup>st</sup> Child: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Age as of 8/15/2022 \_\_\_\_\_

2<sup>nd</sup> Child: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Age as of 8/15/2022 \_\_\_\_\_

3<sup>rd</sup> Child: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Age as of 8/15/2022 \_\_\_\_\_

