**(Program Name) Contract**

Name

Address

Phone

Email

Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Work phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of child:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# *Hours of Operation*

## First Day of Care

The first day of care will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *(date)*

## Regular Hours and days of Care

Thechild care hours for the child covered by this contract will be from \_\_\_\_\_ [am / pm] to \_\_\_\_\_ [am / pm],

\_\_\_\_\_ Sunday \_\_\_\_\_Monday \_\_\_\_\_Tuesday \_\_\_\_\_Wednesday \_\_\_\_\_Thursday \_\_\_\_\_Friday \_\_\_\_\_Saturday

## Extended Care Hours (If not offering delete this section)

* Agreed upon extended hours will have an additional charge of \_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_

## Child Care Rates and Fees (Choose the option that best fits your program needs)

#### Regular Rate (*Rate information is available at www.ndchildcare.org.)*

* The fee will be $ \_\_\_\_\_\_\_\_\_\_ per (monthly, bi-weekly, weekly, daily).
* If the client is receiving subsidy payments from a government agency, the client is responsible for paying any co-payment determined to be their responsibility plus any difference between the subsidy reimbursement and the monthly tuition charged under this contract. Payment will be due on the first of the month.

#### Drop-in Rate *(If not offering delete this section)*

* The provider does/does not provide drop-in care.
* The fee for drop-in care is $ \_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_\_\_\_. Fees are due before care is provided.

#### Rate Increases

* The rate will increase annually on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Clients will be notified of the amount of increase on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

#### Payments

* Fees are due prior to services rendered. Payments are due on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(date/time).*

#### Late Payment Fees

* If the child care fee is not paid when due, a late payment fee of $ \_\_\_\_\_ per day will be added to the past due amount until it is paid.
* The fee for an insufficient funds check will be $ \_\_\_\_\_\_\_\_, plus the amount of any bank charges to the provider’s account.

#### Early Drop-off and Late Pickup Fees

* The client will pay an additional fee of $ \_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_\_\_ if the child is dropped off earlier or picked up later than the time stipulated in this contract without prior arrangement.
* All fees for early drop-off and late pickup are due at the end of that day of care.

## Holding Fees

* The provider agrees to hold a space in the program until \_\_\_\_\_\_\_ *(insert date)* for the client’s child. The client agrees to pay the provider $ \_\_\_\_\_\_\_\_\_\_\_\_ per (weekly, bi-weekly, monthly) during the holding period. Payment is due \_\_\_\_\_\_\_\_\_\_\_\_ (weekly, bi-weekly, monthly). If the client decides not to enroll the child before the end of the holding period, the holding fee will not be refundable. The holding fee will not be applied to care once the child is enrolled.
* If the provider is able to fill the child care space on a temporary basis during the holding period, the provider will reduce the holding fee by the amount paid for the temporary child care.
* If a client is laid off from work, loses a job, or client or child becomes seriously ill and decides to temporarily suspend care, the provider *will/will not* charge the client to hold the child’s space for \_\_\_\_\_\_\_ weeks. At that point, the agreement will be renegotiated.

#### Registration Fees *(If not requiring delete this section)*

* The client will pay a registration fee of $ \_\_\_\_\_\_\_\_\_\_\_\_ upon signing the contract.

## Advance Payment for Last Two Weeks of Care (If not requiring delete this section)

* The client must pay $ \_\_\_\_\_\_\_\_ at the time of signing the contract; this advance payment will cover the client’s last two weeks of care.

#### Field Trip Fees

* There *will/will not* 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.

#### Fees for Extra Services and Food

* The client will pay $ \_\_\_\_\_\_\_\_\_\_ for curriculum or Activity fees.
* The client will pay a $ \_\_\_\_\_\_\_\_\_ food fee per [day / week / meal]. *(Keep in mind you cannot charge for any food that is reimbursed by a USDA Food Program.)*

## Holidays, Vacations, and Absences

#### Holidays *(List those that meet your client/provider needs)*

* The child care program will be closed on the following days each year: *(list holidays)*
* The client does/does not have to pay for holidays listed above.
* If a holiday falls on a weekend, the day will be observed on the Friday or Monday proceeding or following the holiday.

**Provider Personal/Vacation Days**

* The provider may take up to \_\_\_\_\_ days each calendar year as [paid / unpaid] professional development days.
* The provider will take \_\_\_\_\_ personal/vacation days per calendar year.
* The client will/will not pay the regular fee for the provider’s personal/vacation days.
* The client is responsible for arranging backup care for the provider’s personal/vacation days.

## Provider Maternity/Paternity Leave (Choose the option that best fits your program needs)

* The provider will not be available for child care while on leave; there will be no fee to clients during that time.
* The provider will not be available for child care while on leave; clients will pay a flat fee of \_\_\_\_\_ per [week / month] during that time. If the provider chooses not to reopen the child care program after leave, the program will refund the fees that the client paid during leave.

#### Client Vacations *(If not offering client vacations, delete this section)*

* The client may take up to \_\_\_\_\_ unpaid vacation days from the program per year.
* The client may/may not carry over vacation time from one child care year to another.

#### Child Absences *(Choose the option that best fits your program needs)*

The client must notify the provider before the scheduled starting time whenever a child will not be coming to care due to

illnesses or any other reason.

* The client must pay for services whether or not the child attends.
* The client does not have to pay for \_\_\_\_\_ days per year when the child cannot come to care because of illness or any other reason. *[to each child separately / to the family as a whole]*.

**Bad Weather Closings** *(Choose the option that best fits your program needs)*

* I will notify you as soon as possible if my program will be closed because of inclement weather.

You are required to notify me as soon as possible if you will not be bringing your child to my program due to inclement weather.

The client will/ will not be charged for inclement weather closing due to closing of the facility.

The client will/will not be charged if children do not attend due to inclement weather.

## Termination of Care

* The client has the right to terminate the contract but must give a two-week written notice to end this contract. Payment is due for the notice period whether the child is brought to the provider for care during that time.
* The client has termination rights and may do so if they feel the safety of their child is in jeopardy. If this situation occurs, parents do not need to give a two week notice and the advanced payment is refunded.
* The provider may terminate this contract at will. If the provider has collected the final two weeks payment in advance and decides to end the contract they must either offer to provide care for the last two weeks or refund the advance payment.
* The provider reserves the right to immediately terminate this contract without notice if the client does not meet payment obligations.

# The Signatures of the Parties to the Contract

* By signing this contract, clients indicate that they have read the provider’s contract and agree to follow them.
* Failure to enforce one of more of the 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

*(Use the second provider signature line provided below if you have a business partnership with another provider.)*

Provider’s signature Date of signature

**Policies for (Your Business Name)**

**Below are suggestions for creating your program policies. You will need to tailor this to fit your program needs. It is your responsibility to review all licensing rules and be knowledgeable of the content of your own policies. For sample forms go to: www.ndchildcare.org**

**Hiring Policy**

Include this policy whether or not your program plans to hire additional employees. Even if you do not have current plans to hire, cover what will be needed should you decide to do so:

* When a program hires additional employees they need:
	+ An Authorization for Background Check and fingerprinting
	+ Current CPR and First Aid certification
	+ Getting Started and SIDS training
	+ Be 18 years of age or always supervised by an adult
* Programs will not employ anyone convicted of a direct bearing offense listed in ND Admin. Code 75-03-08-27 (*Family Rule) or* ND Admin. Code 75-03-09-27 (*Group Rule).*

**Grievance Policy**

* If you have any concerns or complaints about the program, please discuss them with the provider soon as possible. If you have a serious complaint that you feel is not being addressed, you may contact the licensing specialist, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mandated Reporter**

* Licensing requires all staff are mandated reporters and will report any suspected child abuse or neglect as required by North Dakota Century Code 50-25.1-03.
* If you need to report a suspected child abuse or neglect you may call the statewide toll-free Child Abuse & Neglect reporting Line at 1-833-958-3500 available 8 am – 5 pm central time. If it is an emergency and a child is in imminent danger, Call **9-1-1** now.

**Liability Insurance**

* State whether the program carries business liability insurance.

**Media Release**

* It is recommended to have a written permission form on file for all children to have their picture taken. Pictures of the children are taken quite often for display, bulletin boards or sometimes social media. Children cannot be photographed without a permission form from their parent/guardian.

**Discrimination**

* This program does not discriminate against children or parents based on race, color, gender, religion, age, disability, or national origin.

**Records for Children**

* All records and information with respect to children, families and staff are kept confidential.
* List the required forms that need to be completed prior to attendance. These forms must be updated annually:
	+ Immunization Records
	+ Child Information Sheet
	+ Birth Certificate/Passport (must verify identification of children in care)
	+ Parent Statement of Health
	+ Food Program Form
	+ Parent Permission Forms

**Program Access**

* Parent/Guardian will be provided with unlimited access and opportunities to observe their child(ren) in program.
* For safety reasons the doors to this program may be locked.

***Rules for Families/Guardians***

* Add guidelines that are important for families/children to follow in the program

**Communication**

* The program will communicate regularly about the child’s physical, emotional, social, and intellectual growth. Upon request, parent/guardian will be provided progress reports on their children.
* Please share any information about the child that will help me provide high-quality care.

**Required Supplies**

* List all required supplies parent/guardian must provide for their child(ren).

**Accountability Policy**

* Program must establish procedures for when a child(ren) fails to arrive as expected:
	+ Notify the program if the child will not be attending or is going to be late
	+ If the program is not notified by your specified amount of time the program will attempt to call the parent/guardian or emergency designee.
* School-age Children **(Choose wording that best fits your program.)**
	+ State if school-age children are not allowed to leave the program unsupervised.
	+ If your child will be arriving at the program unaccompanied by a parent/guardian (walking from school) and fail to arrive at the expected time, the program will notify:
		- parent/guardian
		- the emergency contact person provided by you
		- the police

**Pickup and Drop-off**

Only authorized people listed on your Child Information Sheet may pick up the child(ren) from the program. Please notify the program of any contact information changes.

* Explain your process for releasing a child to an authorized and a non-authorized person.
* Some things to consider are:
	+ If there is a court order that limits the rights of one of the child’s biological parents to drop-off/pick-up child(ren)
	+ Required safe transportation of a child at pickup and drop off time
	+ Parents must accompany a child(ren) into and out of the program

**Daily Reports**

* How will you communicate about a child’s day?

**Supervision**

* Explain how children will be supervised to protect their health and safety.

**Guidance and Discipline Policy**

* Explain your written policy regarding discipline.

**Personal Possessions**

* Explain the programs storage of personal belongings.

**Transportation Policy**

* Explain the programs transportation policy or state if you do not transport children

**Field Trips**

* Explain if you will be taking field trips and what forms will be required.

**Pets**

* Explain if you have pets in your program and if so, state how you will care for them.

**Incident Procedure**

* Explain when:
	+ first aid will be administered
	+ incident reports will be completed
	+ parent/guardians will be called
	+ emergency services will be called

**Emergency Procedures**

* SFN 517 must be posted in program
* Explain:
	+ How you will communicate with families
	+ How parent/guardian should proceed

**Children with Special Needs**

* All children with diagnosed special health needs are required by licensing to have a current written health care plan signed by a parent/guardian and physician. Program will keep care plan on file.

**Immunization**

* Discuss the program policy concerning immunized and unimmunized children.

**Guidelines for Illness Exclusion**

* Explain guidelines for illness exclusion from program.

**Medication**

* Explain your medication policy:
	+ Will you distribute medications that are prescription, over the counter or over the counter products
	+ Will only administer medication required by a child’s health care plan
	+ Where you will store medication
	+ Written parental permission

**Handwashing**

* Explain when staff/child hands will be washed.

**Outdoor Play**

* Explain guidelines that help determine when children will be outdoors for play.

**Aquatic Policy**

* Explain your aquatic policy or if you do not participate in aquatic activities.

**Meals and Snacks**

* Explain:
	+ How meals are prepared
	+ Where menus are posted
	+ How food allergies are handled and where they are posted
	+ If your program participates in a USDA food program
	+ Rules for food brought from home

**Toileting Learning**

* Explain your procedures for toilet learning.

**Nap and Rest**

* Explain your guidelines for:
	+ Infant sleep
		- Written parental permission required for a pacifier, blanket, sleep sack or a security item to be used for sleep.
	+ Children over the age of one
	+ Non-nappers

**The Signatures of the Parties to the Program Policies**

* By signing these policies, parent/guardian indicates that they have also read the provider’s policies and agree to follow them.
* Failure to enforce one or more of the terms does not waive the provider’s right to enforce any other terms of this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/guardian signature Date of signature

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Parent/guardian signature Date of signature

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Co-signer’s signature\* Date of signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Providers signature Date of signature

\*A co-signer is required if the client is under the age of 18.