



# Early Birds Daycare

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## CONTRACT & FINANCIAL AGREEMENT | JAN 1ST, 2024 - DECEMBER 31ST, 2024

The Early Birds Daycare LLC Handbook of Policies and Procedures explains all the policies at the childcare home. This Agreement is reviewed annually at which a new updated Handbook will be given to Parent(s)/Guardian(s). If changes are made to the Handbook throughout the year, Parent(s)/Guardian(s) will be notified in writing a minimum of two weeks in advance.

Contract Effect Date: \_\_\_/\_\_\_/\_\_\_ Referred By: \_\_\_\_\_

This contract is between \_\_\_\_\_  
[herein called Parent(s)/Guardian(s)] and Emaliza Barba-Nirona, owner of Early Birds Daycare LLC [herein called Provider].

### CHILDCARE SERVICES WILL BE PROVIDED BY THE PROVIDER FOR THE FOLLOWING CHILDREN:

Child's Full Legal Name: \_\_\_\_\_ Birthdate \_\_\_/\_\_\_/\_\_\_ M  F   
Child's Full Legal Name: \_\_\_\_\_ Birthdate \_\_\_/\_\_\_/\_\_\_ M  F

### CONTRACTED DAYS/TIMES: 1-2 days is part time and 3+ days is considered full-time.

(Check Days Needed):  MONDAY  TUESDAY  WEDNESDAY  THURSDAY  FRIDAY  
From: \_\_\_:\_\_\_ am/pm To: \_\_\_:\_\_\_ am/pm Beginning (Start Date): \_\_\_/\_\_\_/\_\_\_

**ENROLLMENT FEE:** A **non-refundable fee** of \$35 is due at the return of this signed contract. This fee is for my time and required paperwork to be completed for your child and supplies needed for enrollment. If your child does not start care by the agreed upon date, your child's spot will be forfeited and your fee will be kept for time spent enrolling. Date Paid: \_\_\_/\_\_\_/\_\_\_

**SECURITY DEPOSIT:** A **non-refundable deposit** of the first and last weeks payment is due upon signup to secure your child's spot.

Security Deposit Amount Paid: \_\_\_\_\_ Payment Method: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**FEES (due regardless of attendance):** Weekly Childcare Fee: \_\_\_\_\_

Fees agreed to be Paid: \_\_\_\_\_ on a  Weekly  Bi-Weekly  Monthly basis.

Fees are due the morning of your first contracted day of care each payment period regardless of attendance or childcare closing. Fees to be paid no later than the start of payment period.



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**ADDITIONAL FEES:** Parent(s)/Guardian(s) are expected to pay any of the following Additional Fees within 24 hours.

**LATE PAYMENTS:** Parents(s)/Guardian(s) will pay \$15 per child, per calendar day (including weekends) when payments are received late beginning the following morning after the fee due date.

**BOUNCED CHECKS:** Parent(s)/Guardian(s) will be billed a \$35 penalty fee plus any other fees Provider incurs as a result.

**UNAUTHORIZED EARLY DROP-OFF/LATE PICK-UP:** Parent(s)/Guardian(s) will pay in 15 minute increments equal to \$5 per child for approved overtime requests. 1-15 minutes early/late = \$5 per child; 16-30 minutes early/late = \$10 per child, etc. Unauthorized early/late fees apply.

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**TRIAL PERIOD:** There will be a two-week (14 calendar days) Trial Period beginning on the child's first actual day of care. During this time either the Parent(s)/Guardian(s) or the Provider may terminate this agreement without further obligation. No pre-paid childcare fees, including the Security Deposit and Enrollment Fee, will be refunded if this agreement is terminated during the Trial Period.

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**RESERVATIONS:** Upon enrollment, Provider will hold an open childcare space for a period of one week without payment. Beginning with week two through four weeks after that, Provider will hold the space for ½ of Parent's weekly childcare fee. Beginning with week six, full childcare fees are required. Childcare fees made during this holding period are non-refundable and will not be credited towards care once care begins.

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**TERMINATION:** Parent(s)/Guardian(s) and Provider agree to give three-week's written notice of intent to terminate this agreement, commencing on the first Monday after written notice is received. Three-week's childcare fees are due in one lump sum immediately upon the written termination notice. If notice is not given, the child is not in attendance, and/or the childcare is closed, the final three weeks' fees are still due with no credit for unpaid closings. Provider reserves the right to issue an immediate Termination of this contract for any of the following: lack of compliance with Handbook policies, non-payment, late payments, bounced checks, lack of parental cooperation, disrespect, failure to complete and return required forms, physical or verbal abuse of any person or property on the childcare premises, serious illness of Provider or Provider's family member, continual disciplinary problems, false information given by parent.



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### CHILD CARE CLOSINGS:

**PAID HOLIDAYS:** New Year’s Eve, New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & the Day After, Christmas Eve and Christmas Day

**PAID PERSONAL/SICK DAYS:** Six (6) days per year taken as needed. Provider will give Parent(s)/Guardian(s) a minimum of two-week’s notice of paid personal days except in the case of Illness or Emergency.

**PAID VACATION DAYS:** Ten (10) days per year, payment is required. Provider will give Parent(s)/Guardian(s) a minimum of a month's notice of any paid vacation days.  
**Unpaid Vacation Days:** Five (5) days per year, no payment is required. Provider will give Parent(s)/Guardian(s) a minimum of two-weeks notice for unpaid vacation days.

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### ACKNOWLEDGEMENTS:

- \*\* Parent(s)/Guardian(s) agrees to provide all supplies requested by the Provider. Parent(s)/Guardian(s) understands if required items are not supplied, the Provider will purchase them, and Parent(s)/Guardian(s) will reimburse Provider for the full cost, plus the Provider’s time in acquiring those supplies.
- \*\* Provider will supply activity supplies, toys, napping cots, pack & plays etc.
- \*\*Parent(s)/Guardian(s) agrees to comply with, respect, and take seriously all policies in the Early Birds Daycare LLC Handbook of Policies and Procedures and Financial Contract.
- \*\*Parent(s)/Guardian(s) acknowledges that lack of enforcement of a Policy by Provider does not mean that Policy is no longer in effect.
- \*\*Provider will give Parent(s)/Guardian(s) a minimum two-week notice of any fee or policy change.

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**This agreement contains the entire understanding between both parties and supersedes any prior understandings and/or written or oral agreements between them. Any agreement hereafter shall not change nor terminate this agreement unless it is in writing and signed by both parties.**

**By signing this agreement, I agree to comply with all the terms covered in this Contract & Financial Agreement. I understand that this is a legally binding contract between all parties signed below.**

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_