

# THE LEARNING TREE DAYCARE CHILDCARE AGREEMENT

This childcare agreement (“Agreement”) is made as of \_\_\_\_\_, 20\_\_  
between Sharon Stiffler and The Learning Tree Daycare (“Daycare”) and  
\_\_\_\_\_ (“Parent”). Daycare and Parent may hereinafter be  
collectively referred to as “Parties” or individually as a “Party.” This Agreement  
shall become effective as of the date it is fully executed by the Parties.

## Recitals

- 1** - Daycare is located at 103 Butterfield Rd., San Anselmo, County of Marin, California, 94960 (“Daycare Property”).
- 2** - Daycare is primarily run by Sharon Stiffler as a provider of childcare services. Daycare also employs individuals that assist with the day-to-day operations of childcare. Cumulatively, these people shall be known as “Provider” for Daycare. All Providers are pre-screened, fully trained, and licensed to work with children in a childcare environment.
- 3** - The Parties wish to memorialize the terms upon which childcare services shall be offered by Daycare to Parent’s child.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Daycare and Parent agree as follows:

### **1 - Hours of Operation**

Daycare is open Monday through Friday, from 7:30 am to 6:30 pm.

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## **2 - Drop Off and Pick Up**

Parent is responsible for escorting child to and from Daycare Property. Daycare's responsibility for each child begins when Parent safely leaves child with a Provider and ends when Parent arrives at Daycare Property and accepts child from a Provider. Only individuals identified by child's most current "Authorization To Provide Care" form, which is maintained by Daycare, are authorized to remove said child from Daycare. It is normal for children to have anxiety about separating from parents. Children may cry when being dropped off. Please be brief during drop offs because the longer Parent stays at Daycare, the more challenging it may become for child. A smile, cheerful good-bye kiss, and a reassuring word that you will be back is all that is needed.

## **3 - Trial Period**

The first two weeks of child's actual attendance under this Agreement shall be considered a trial period. This is designed to ensure both Parent's and child's satisfaction, child's comfort, and the comfort of the other children in the group. During this trial period, either party may terminate Agreement without reason or notice. Should Parent or Daycare choose to terminate this Agreement after commencing the trial period, a pro-rated portion of the monthly enrollment fee and the full deposit will be refunded. However, when Parent terminates this Agreement before commencing the trial period, any deposit will be forfeited due to the short-term lost opportunity for Daycare.

## **4 – Deposit**

Parent shall provide Daycare a half-month enrollment fee deposit upon execution of this agreement. This deposit shall offset the final month of enrollment fee; or, if Parent pays final month enrollment fee in full, parent shall receive a refund of the original deposit amount upon termination of this agreement, so long as no further payment is due.

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## 5 – Payment

Parent shall pay Daycare a monthly enrollment fee (“Fee”) of \$\_\_\_\_\_ per child. Fee calculation is based on agreed to use, not actual use. This Fee is due on the first day of each month in advance of child’s scheduled attendance. Payment received on or after the fifth day of the month will incur a late charge of \$15 per day, up to 30 days. Child may not attend Daycare starting the month following accrual of outstanding balance, unless full payment and all late charges are paid up to date. Payment shall be made by cash or check, made payable to “The Learning Tree Daycare.” There will be a \$50 fee for returned checks. Parent shall be liable for any and all collection costs.

## 6 – Schedule

Parent hereby agrees to the following weekly schedule for the child or children listed below.

Child’s Name	Days	Drop Off	Pick Up	Fee
_____	_____	_____	_____	_____

Parent shall provide Daycare at least 30 days written notice prior to changing the schedule set forth above. Daycare reserves the right to terminate this Agreement if any new schedule requested results in a reasonable lost opportunity. So long as siblings are enrolled at the same time, the second child’s Fee will be discounted 10%. Parent maintains at least 75% of the originally agreed to weekly schedule, Daycare does not incur a reasonable lost opportunity.

## 7 – Absences

Parent may not receive a refund or adjustment to Fee for any time missed, including, but not limited to the following causes: illness, holiday, vacation, day off, or unexpected event. Daycare has reserved a place for each child. Daycare is not obligated to either accept or fill a child’s short-term or last second absence. During times when Sharon Stiffler or Denise D. Lavaroni must leave Daycare, for any reason, childcare will be provided by either a substitute provider or Daycare assistant, who will be

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pre-screened, trained in all Daycare policies and procedures, and be familiar with the children. Any substitute provider or assistant shall be authorized to carry out the terms of this Agreement.

## **8 – Termination**

Parent shall provide at least 30 days advance written notice to terminate this Agreement. If Parent fails to provide adequate notice, the full deposit shall be forfeited.

## **9 - Late Fees**

Parent shall subscribe to Daycare's hours of operation. If, without 24 hours notice, Parent drops off earlier or picks up later than set forth in provision 6 above, Parent will incur charges as follows: (1) initial grace period of 5 minutes; (2) After 5 minutes daycare will charge \$1 dollar per minute of tardiness . Punctuality has a ripple effect at Daycare, so habitual tardiness may result in termination of this Agreement.

## **10 - Holiday and Recess**

**The Learning Tree Daycare** will be closed for 4 weeks of recess, consisting 2 weeks in the summer and 2 weeks in the winter. A portion of the winter vacation will usually coincide with the Ross Valley school district calendared winter holiday. Parents will receive at least 30 days written notice of recess, and Daycare will make a good-faith effort to put forth the annual recess/holiday calendar by the end of January. Daycare is also closed on the following holidays:

Martin Luther King Jr.'s Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, and Thanksgiving (Wednesday, Thursday and Friday).

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Daycare accrues vacation at the rate of approximately 1.67 days per month, for a total of 20 days in a given calendar year. Parent shall be responsible for paid recess fees based on an annual, pro-rated attendance that is proportional to the monthly enrollment fee (e.g. if parent starts at January 1 and terminates agreement as of June 30, Parent is responsible for 50% of the annual paid recess fees calculated as a percentage of the monthly Fee, regardless of whether Daycare has already taken any vacation).

1 At least one week of the winter vacation will be the week between Christmas and New Year's Day.

## **11 – Health**

If any child becomes ill while attending Daycare, Daycare will notify Parent as soon as possible. If a child is running a temperature of 100 F or more, is vomiting, has diarrhea, conjunctivitis, or any communicable disease, parent shall pick up child as soon as possible. When child is too ill to attend Daycare, please notify Daycare at earliest convenience. Child should be symptom and medication -free for 24 hours before he/she returns to Daycare.

## **12 – Medication**

Daycare shall only administer medication in the manner as provided by doctor's written and signed directions. Daycare strictly requires a new medicine prescription when label represents it is presently expired, even when the medicine identical to the prior week's.

Daycare shall not administer medicine to any child without a Medication Form signed by parent and child's doctor. Due to recent California regulation, the same standard applies to over the counter medicine as well.

## **13 - Sunscreen permission form**

As the parent or guardian of the child named below, I give permission for Daycare to apply sunscreen of SPF 15 or higher to my child as specified below. I understand that sunscreen may be applied to the exposed skin including but not limited to the

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face, tops of the ears, neck, shoulders, arms and legs.

I will supply sunscreen of the following preferred type and for application on my child:

\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_ (Parent / Guardian Signature)

Date

## **14 - General Field trip permission**

I give Daycare and its agents and employees permission to take my child for short trips, in a non-motorized vehicle, as part of the child care program.

\_\_\_\_\_  
\_\_\_\_\_ (Parent / Guardian Signature) Date

## **15 – Parent Handbook**

Parent acknowledges that he or she has read, understands, and will abide by the Parent Handbook.

\_\_\_\_\_  
\_\_\_\_\_ (Parent / Guardian Signature) Date

## **16 – Emergency Contact Information**

In the event Daycare cannot reach Parent, the following person should be contacted regarding my child's wellbeing.

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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## **17 – Image, Voice, or Likeness Recording Permission**

Daycare, its agents, and employees may capture the image, voice, or likeness in any media format, of my child. Said information shall be used only by Daycare and not permitted to be disseminated to anyone except those identified on Daycare’s private Shutterfly website. I understand that these recordings may be used as part of the curriculum. Should Daycare want to utilize any of these recordings for promotional or marketing purposes, it shall engage in an independent agreement with Parent.

## **18 – Independent Work**

Daycare shall not be liable for any actions or injuries arising out of any independent childcare engagement Parent enters into with an employee, agent, or affiliate of Daycare.

## **19 – Nanny Policy**

Parent shall not induce, through any means, any Daycare employee, agent, or affiliate to withdraw from Daycare. Specifically, Parent shall not employ any Daycare employee, agent, or affiliate during the term of this Agreement or within 3 months of termination of this Agreement that would cause any Daycare employee, agent or affiliate to withdraw from working at Daycare. Due to the difficulty in determining actual damages from such an act, Daycare and Parent agree that **six times** the monthly fee will be fixed amount of damages for violation of this term of the Agreement.

## **20 – Duty to Report Child Abuse**

Provider is a mandated reporter of suspected child abuse under the terms of the California Penal Code § 11166. Providers who have knowledge of or have observed a child who is suspected of being a victim of child abuse, have a duty to report the suspected instance of child abuse to the child protective agency.

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## 21 – Miscellaneous

If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is made in the State of California and its validity, construction, and all rights under it shall be governed by California Law.

This Agreement may only be amended by a writing executed by all Parties. In any legal proceeding between the Parties arising out of the Agreement or concerning the meaning or interpretation of this Agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees in such amount as shall be fixed by the court in such proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
Sharon Stiffler, Owner  
The Learning Tree Daycare  
103 Butterfield Rd.  
San Anselmo, CA 94960  
(415) 279-9914  
Lic# 214005441

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Parent 1 Signature)

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Parent #1 initials \_\_\_\_\_ Parent #2 initials \_\_\_\_\_

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\_\_\_\_\_  
(Parent 2 Signature)

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Parent #1 initials \_\_\_\_\_ Parent #2 initials \_\_\_\_\_