



Child Care & Preschool

Contractual Agreement

This contract is an agreement between Silvana (Sylvia) Trudelle, owner and preschool provider for Precious Cargo Child Care and Preschool hereby referred to as "Provider", and the parent(s)/guardian(s) of:

1. Child's Name: _____ Date of Birth: _____
2. Enrollment Date: _____
3. Enrollment Status (Circle one): Full Time Part-Time

Mothers name: _____
Address: _____
Home and cell phone: _____
Employer and phone number: _____
Social Security number: _____
Driver's License number: _____
Email address: _____

Father's name: _____
Address: _____
Home and cell phone: _____
Employer and phone number: _____
Social Security number: _____
Driver's License number: _____
Email address: _____

Contract Period:

Contract period of performance begins September 1, 2022 and runs through August 31, 2023

Tuition Rates:

Full-time, Part-time and infants \$40 per day

Provider reserves the right to adjust tuition and/or fees with 10 days written notice. Payment is due to the Provider in advance of care and paid the first day of the attendance for each week. Full tuition will be charged during weeks which include holidays (see list below) and for any days missed due to no-shows, absence, or illnesses.

Accepted methods of payment include cash, personal check, or money order.

Delayed Payment, Return Checks, Damage and Default Fees

A \$5 fee will be charged per day (including weekends and holidays) that payment is delayed, beginning and including the morning upon which payment is due. For example, if on Monday, payment is absent on the first morning of care for the week and paid at the end of the day, the \$5 late fee will be charged. Tuesday morning, \$10 would be due along with the regular tuition payment. Recurring delayed payment is grounds for termination of childcare.

All returned checks will be charged a \$35 fee, per check, plus any additional fees or penalties accrued as a result of the return check(s). In the event that the check is returned, all future payments will need to be made in cash.

Parent(s)/guardian(s) may request a receipt for any cash payments received by provider. Parent(s)/guardian(s) are responsible for maintaining the receipt as evidence of payment. Parent(s)/guardian(s) are responsible for paying any and all damage to provider's property and/or belongings caused by them and/or their child/children. Parent(s)/guardian(s) will be responsible for all fees resulting from default of payment, including those accrued from use of collection agency and/or any and all court costs.

Circle days of week your child will be in care:

Monday Tuesday Wednesday Thursday Friday

Hours child is in daycare on
days circled above: _____ _____ _____ _____ _____

5. Payment shall be due on _____ morning for the coming week.

6. Cost of Tuition per Week if Full-time: \$ _____

7. Cost of Tuition per Week if Part-time: \$ _____

Tuition, Enrollment and Termination

An annual \$50 non-refundable fee is required to begin the enrollment process. Upon receipt of the fee, the parent/guardian will receive a Precious Cargo Child Care and Preschool Contractual Agreement and Handbook.

Enrollment will begin on a two (2) week trial period. This agreement may be terminated by either the parent(s)/guardian(s) or the Provider at any time during the trial period without notice. Otherwise, a two (2) weeks' notice is required of the parent(s)/guardian(s), in writing, if a child is to be permanently removed from the preschool/child care. If two (2) weeks' notice is not provided, parent(s)/guardian(s) agree to pay a fee equal to two (2) weeks tuition to the Provider.

The Provider reserves the right to terminate this Agreement with or without notice to the parent(s)/guardian(s) at any time.

Overtime Rate and Late Fees

For the purpose of this contract overtime rates are considered any amount of time that care occurs prior to the scheduled drop off time or after the scheduled pick up time.

Pick up after 5 PM EST will result in the per child overtime fee of \$15 per 15 minutes or portion thereof. Overtime fees are due on the day they occur, at the time of pick up. Your child will not be permitted to attend preschool/child care until this fee is paid. Please note that habitual late pick-ups and/or late drop-offs will cause your child to lose his/her position at the preschool/child care.

Please be respectful of your child and the Provider. Both expect you to pick up your child at the time you agreed to.

Vacation Policy

- Full and part time and families are allowed two weeks of unbilled vacation days per contract year as described more fully in the Precious Cargo Child Care and Preschool Handbook.
- The child must be absent from care when using vacation time.
- Unused vacation time is not deducted from weekly tuition and may not be accumulated or "rolled over" to the next contract year.
- Vacation time may not be used in lieu of or as part of a two-week termination notice.
- Please advise Provider in writing a minimum of 2 weeks prior to taking vacation days. Full tuition will be charged for additional vacation time. Openings cannot be held for extended leaves longer than two weeks or for radical changes in schedule.

The Provider will not be open for business on the following Holidays. Holidays below will be billed as normal tuition days.

- December 31st, New Year's Eve
- January 1st, New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving

- Christmas Eve
- Christmas Day

Medical Emergencies

In the event that a child becomes ill in care, parent(s)/guardian(s) have 45 minutes from the time of the Provider's phone call to pick up the child from preschool/child care. After 45 minutes, parent(s)/guardian(s) will be charged a sick child fee of \$5 dollars per 15 minutes. If a parent(s)/guardian(s) cannot be contacted, the parent(s)/guardian(s) emergency contacts will also be called.

Parent(s)/guardian(s) will be responsible for any and all costs involved in emergency or non-emergency medical treatment, including emergency transportation, if required.

Materials to Bring on the First Day of Care:

1. Tuition payment, completed Agreement, Child Information Record, Child in Care Statement/Receipt, Indoor and Outdoor Play Equipment Permission Slip.
2. Full package of size-appropriate diapers to keep at preschool/child care. Provider will notify parent(s)/guardian(s) when supply needs to be replenished.
3. Complete change of clothes and weather appropriate gear (boots, sunscreen, hats, etc.) that may be stored at preschool/child care. Sunscreen and diapers must be labeled with child's name.

Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation (excluding payment obligation) under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

The Provider shall be entitled to payment of the Base Weekly Charge during the period of interruption caused by the Event of Force Majeure.

Optional Termination, Payment and Release.

Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of thirty [30] days, either party may give to the other a notice of termination. [If Authority is paying fee during Force Majeure, then Operator should not have a termination right, he is being paid.], which shall take effect [30] days after the giving of the notice. If, at the end of the [30]-day period, the effect of the Force Majeure continues, the Contract shall terminate.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Parent/Guardian Information and Signatures

The provider retains the right to enforce the written policies and procedures at will. Lack of enforcement of a certain policy at any given time does not indicate that the particular policy is no longer in effect.

By signing this contractual agreement, you, the parent(s)/guardian(s), agree to abide by the written policies and procedures of [Precious Cargo Child Care and Preschool Handbook](#), the Precious Cargo Child Care and Preschool Contractual Agreement, and to assume responsibilities for any and all payments and fees as outlined in the original contractual agreement and/or Handbook.

The Provider retains the right to amend this contractual agreement by giving the parent(s)/guardian(s) a copy of the changed policies at least 5 business days before they go into effect. The provider retains the right to terminate this Contractual Agreement with or without notice to parent(s)/guardian(s) at any time.

Parent(s)/guardian(s) Signature

Date

Parent(s)/guardian(s) Signature

Date

Confirmation of Receiving Handbook

My signature below indicates that I have received, read, and fully understand the procedures, policies and fees as outlined in the [Precious Cargo Child Care and Preschool Handbook](#). My signature furthermore indicates that I agree to abide by the policies, procedures, rules and responsibilities as outlined in the [Precious Cargo Child Care and Preschool Handbook](#).

Parent(s)/guardian(s) Signature

Date

Parent(s)/guardian(s) Signature

Date

Tax Information

Tax statements for childcare and preschool services rendered by December 31st of that same year are issued by January 31st of the next year. Families in care will automatically receive statements. Families that have terminated care on or before the tax statement issued date are responsible for notifying the provider that tax information is needed and for obtaining the tax

Parent(s)/guardian(s) Signature

Date

Parent(s)/guardian(s) Signature

Date

Permission to Utilize Basement Play Structures, Toys, and Outdoor Toys

I take full responsibility for any injuries and/or accidents my child may incur while playing with toys and/or equipment supplied, indoors or out of doors, while in care at Precious Cargo Child Care and Preschool.

Parent(s)/guardian(s) Signature

Date

Parent(s)/guardian(s) Signature

Date

Acknowledgment of Having Read the State of Michigan Licensing Rules for Family and Group Child Care Homes

By signing, I acknowledge that I agree with the [Licensing Rules for Family in Group Child Care Homes](#), issued by the State of Michigan. I also agree to review the complete Guide online at www.michigan.gov/michildcare, in lieu of receiving a hard copy, in order to reduce paper waste.

Parent(s)/guardian(s) Signature

Date

Parent(s)/guardian(s) Signature

Date