

## DAY CARE CONTRACT, DISCIPLINE POLICY & HOUSE RULES

This Day Care Contract ("Contract") is made effective as of \_\_\_\_/\_\_\_\_, 201\_\_ by and between the following parties:

**"Provider":**

Name:	Zoia's, Inc.
Address:	10020 Sinnott Dr., Bethesda MD 20817
Telephone/Fax	301 564 0040
E-mail:	zhadjiev@msn.com
License #	15-100012

and **Parents(s) or Legal Guardian(s) ("Parent"):**

Name:	
Relationship:	
Address:	
City, State, Zip:	
Place of Employment:	
Primary Telephone #:	
Other Telephone #:	
Mobile Telephone #:	
E-mail:	

To provide childcare for:

Child's Name:	
Date of Birth/Sex:	M / F

Child's Name:	
Date of Birth/Sex:	M / F

The undersigned Parent(s) hereby gives Zoia's, Inc. permission to care for the above child(ren) in accordance with this Contract. In consideration of the mutual agreements and covenants contained in this Contract, the parties agree to the following:

**1. CONTRACTED HOURS.** The Provider shall provide childcare services and the Parent(s) shall pay for such services as follows:

MON	TUES	WED	THURS	FRI
AM	AM	AM	AM	AM
PM	PM	PM	PM	PM

This schedule shall be in effect unless terminated sooner by one of the parties in accordance with this Contract. The Parent(s) shall pay childcare fees based on the above schedule at the rates specified below.

**2. CONTRACTED HOURS.**

Child's Age	Rate
0 – Three Years	\$ 425 per week
Three – Six Years	\$ 350 per week
Part time, before & after school	\$ 15 per hour

**Childcare fees are due and payable regardless of the child(ren)'s attendance.**

**5. TIMING AND METHOD OF PAYMENT.** The Parent(s) shall pay childcare fees on or before *Tuesday* of each week, for the next week of attendance. Payments may be made by check, cash or money order. In addition, if fees are not paid in full and on time, the Parent(s) agrees to pay a \$5 per day late fee. If fees are not paid within 7 (seven) days, the child(ren) will not be allowed to attend the facility until payment is received in full.

The Parent(s) agrees to pay a \$30 fee for all checks returned unpaid. If a check is returned unpaid, all future payments by the Parent(s) shall be made in cash.

If any payment obligation under this Contract is not paid when due, the Parent(s) agrees to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

**6. SECURITY DEPOSIT.** The Parent(s) shall pay security deposit equal to two weeks payment per child, when this Contract is signed. The security deposit will be applied to the last two week of child's attendance.

**7. OVERTIME FEES.** The Parent(s) agrees to pay overtime fees of \$0.50 per minute if the child(ren) is not picked up by the scheduled time as noted above. If the child(ren) is not picked up within 5 minutes after the scheduled time, the per minute overtime fee will start accruing from the scheduled time. This overtime fee shall be paid when the Parent(s) picks up the child(ren).

**8. TRIAL PERIOD AND TERMINATION OF CHILDCARE.** The first two weeks of enrollment in Zoia's, Inc.'s facility is considered a "trial period". Childcare may be terminated by either the Provider or the Parent(s) during this trial period without advance notice. After the trial period has passed, childcare may be terminated by the Provider or the Parent(s) only by providing the other party with one month advance written notice. If the Parent(s) fails to provide one month advance written notice, the Parent(s) agrees to pay the regular scheduled fees for the next one month, regardless of attendance. If the Parent(s) decide to remove the child(ren) before the end of the one month, they pay for the full period. Zoia's Inc. retains the right to terminate this Contract without notice if the Parent(s) become delinquent on payments or violate any terms of this Contract.

All terminations of this type can be made effective immediately.

**9. AUTHORITY TO PICK UP CHILD.** The following person(s) has authority to pick up the child(ren):

Name	
Name	

The Parent(s) shall inform Zoia's, Inc. in advance if someone other than the Parent(s) or person(s) listed above will pick up the child(ren).

The following person(s) does not have authority to pick up the child(ren):

Name	
Name	

**10. EMERGENCY CONTACTS.** In case of an emergency, Zoia's, Inc. will first try to reach the Parent(s). If the Parent(s) cannot be reached, Zoia's, Inc. will then contact the person(s) listed on the Emergency Form, accompanying this Contract

**11. SICK CHILD POLICY.** The Childcare Provider is not authorized to care for sick children. No child will be accepted with a fever in excess of 101 degrees, any serious or contagious illness (i.e. vomiting, diarrhea). Re-admittance requires a physician's certification that the child is no longer contagious.

The Parent(s) is responsible for providing alternate day care plan in the event of child's illness.

If the child(ren) exhibits any sick symptoms while present at the childcare facility, the Parent(s) will be notified and shall immediately remove the child(ren). The child(ren) may be isolated from the other children at the childcare facility until the Parent(s) arrives.

The Parent(s) agrees to inform Zoia's, Inc. of any illness or problem of the child(ren) that might affect other children at the childcare facility.

The Parent(s) agrees to provide a medical report describing the child(ren)'s personal medical history to Zoia's, Inc. prior to the child(ren)'s first day of care.

The Parent(s) shall be responsible to arrange for alternate care if the child(ren) is unable to attend as provided in this Contract.

Before beginning day care the Parent(s) is responsible for having the specified Day Care Forms completed: Health Inventory, Immunization Certification, Emergency Info Card, Emergency Medical Consent Form (notarized).

**12. TIME OF OPERATION, HOLIDAYS & VACATION.** The Childcare facility will be opened fro 7:30AM to 6:00PM, Monday through Friday. The Parents are advised to arrive at least 15 min. before closing time to allow enough time for discussions with the Provider about the child's day and future needs. This policy will be strongly enforced.

Holidays, when the facility will be closed are listed below:

New Year's Eve Day/New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President 's Day	Thanksgiving Weekend (Thursday/Friday)
Memorial Day	Christmas Eve Day/Christmas Day (two business days regardless of day this Holiday falls)
Columbus Day	Veterans Day

The Parent(s) shall provide Zoia's, Inc. with two weeks advance written notice of expected family vacations.

**13. MEALS.** Zoia's, Inc. will provide morning and afternoon snacks & beverages, which are included in the childcare's fee: The Parent(s) is responsible for bringing lunch for their child(re) for every day of attendance.

All meals provided by Zoia's, Inc. are intended to comply with the United States Department of Agriculture's nutritional guidelines.

**14. SUBSTITUTE CHILDCARE.** If Zoia's, Inc. is temporarily unable to provide childcare services due to reasons beyond reasonable control, Zoia's, Inc. may, but has no obligation to, arrange for a substitute childcare provider with qualifications similar to the Provider's. Zoia's, Inc. will use its best efforts to provide the Parent(s) with reasonable advance notice of the need for such substitute care, the name of the substitute provider, and the hours that the substitute will provide care. The Provider will provide the Parent(s) with a list of substitute childcare providers upon request.

**15. MODIFICATION OF TERMS.** Zoia's, Inc. shall be entitled to change any of the terms in this Contract, including but not limited to fees, by providing the Parent(s) with two weeks advance written notice of such changes.

**18. DAMAGE TO PROPERTY.** Children are expected to treat all property located at the facility with respect, including but not limited to toys and furniture. The Parent(s) agrees to pay for the accidental or willful destruction of any property located at the facility, whether owned by Zoia's, Inc. or any other person, at the replacement cost, if such destruction was, in the sole opinion of Zoia's, Inc., caused by the child.

**19. RULES AND DISCIPLINE POLICY.**

- DO NOT play or run on staircase
- DO NOT play on the neighbors yard or trees
- DO NOT change TV, video, or music
- DO NOT break or damage property
- DO NOT just get in the car when your parent/guardian drive up
- NO running inside
- NO screaming, yelling, or name calling
- NO hitting or hurting others
- NO throwing toys
- SHOW that you care and share
- SPEAK kindly to each other
- RESPECT each other: clothes, papers, property
- DINK & EAT in designated areas
- PLAY with toys set out for the day
- BE A GOOD HELPER!
- HELP keep the house clean
- BE ready when your parent/guardian arrive

Anyone breaking house rules loose privileges such as favorite activity or time-out. Parent(s) is notified immediately and disruptive behavior could lead to your termination.

Discipline is a set of management techniques used to teach children to exhibit acceptable behavior and understand limitations. By modeling appropriate behavior; redirecting behavior in a calm or communicative manner; acknowledging appropriate behavior positively, The Provider will encourage and promote the children to show kindness and friendship everyone.

Zoia's, Inc. reserves the right to discipline a child when necessary.

**23. DAILY SCHEDULE.**

7:30 – 8:30	Arrival/Free Play
8:30 – 9:00	Story Time
9:00 – 9:30	Free Play
9:30 – 10:00	Snack
10:00 – 11:00	Outdoor Play/Games
11:00 – 11:30	Circle Time
11:30 – 12:00	Planned Activity
12:00 – 12:45	Lunch Time
12:45 – 1:00	Nap Prepare
1:00 – 3:00	Nap/Quiet Time
3:00 – 3:30	Snack
3:30 – 4:00	Indoor Activities
4:00 – 6:00	Outside play/Departure

**23. AMENDMENT, MODIFICATION, AND WAIVER.** Except for changes initiated by the Provider as permitted in this Contract, no amendment, modification, or waiver of any condition, provision, or term in this Contract shall be valid or of any effect unless made in writing, signed by the parties and specifying with particularity the extent and nature of such amendment, modification, or waiver.

**26. GOVERNING LAW.** This Contract shall be construed and enforced in accordance with the laws of Maryland.

**27. CONTRACT TERM.** The term of this Contract is One Year from the date of signing. After One Year the Contract is continued on Month-by-Month basis.

**By signing this Contract, the undersigned represents that the undersigned has understood and agreed to the terms and conditions of this Contract. Breach of this Contract in any way by the Parent(s) may result in immediate termination of childcare services.**

\_\_\_\_\_  
Zoia Hadjieva - President, Zoia's, Inc.

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_