CONTRACT FOR CHILD CARE SERVICES

Effective Date: ______________________

This Contract for Child Care Services is entered into by Angels Daycare Corp, operated by Angel Green, Owner and Director/Provider, located in Eugene, Oregon, referred to as “Provider,” and the parent, guardian, or responsible payor listed below, referred to as “Client.”

Provider agrees to provide child care services for the enrolled child or children listed below. Client agrees to pay all tuition, fees, copays, balances, and charges required by this Contract and the Angels Daycare Family Policy Manual.

1. Client and Child Information

Parent/Guardian or Responsible Payor Name: _______________________________

Phone: _______________________ Email: __________________________________

Child Name: _____________________________ Date of Birth: ___________________

Child Name: _____________________________ Date of Birth: ___________________

Child Name: _____________________________ Date of Birth: ___________________

2. Schedule of Care

Days of Care: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

Scheduled Hours: __________________________ to __________________________

Client must notify Provider by 7:30 AM if the child will be absent for the day.

Care outside the approved schedule is not guaranteed and may result in additional charges.

3. Tuition and Payment

Base Monthly Tuition: $____________________

Prepayment or ACH Discount, if approved: $____________________

Total Monthly Amount Due: $____________________

Tuition is due monthly in advance of care. Payment is due on the 1st day of each month and must be received no later than the 3rd day of the month unless Provider approves a written payment arrangement.

Accepted payment method: ACH bank draft, unless another method is approved in writing by Provider.

If payment is received after the 3rd day of the month, any prepaid or ACH discount for that month may be removed, and the full undiscounted monthly tuition may be charged.

Tuition is not reduced, credited, refunded, or adjusted for absences, illness, vacations, holidays, provider closures, weather closures, emergency closures, or withdrawal without proper notice, unless required by law or approved in writing by Provider.

The program does not offer make-up days or substitute days for missed care.

4. Annual Enrollment Fee

A yearly enrollment fee of $150.00 will be added to the September invoice for each enrolled family, unless otherwise stated in writing.

Enrollment fees and administrative fees are non-refundable unless required by law or agreed in writing by Provider.

5. Late Pick-Up Fee

Provider allows a 10-minute grace period after the child’s scheduled pick-up time. After the grace period, a late pick-up fee of $5.00 per minute will be charged.

A child is considered late when picked up after the child’s scheduled hours without prior approval from Provider.

Late pick-up fees will be added to the next invoice and may be included in the next ACH payment.

Repeated late pick-ups may result in suspension or termination of care.

6. Returned Payments and Failed ACH Drafts

If an ACH draft, payment, or transaction is returned, rejected, reversed, delayed, or not completed for any reason, the balance remains due in full.

Returned or failed payments may result in additional fees under the Family Policy Manual, loss of any applicable discount for that month, suspension of care, or termination of care.

Client is responsible for keeping payment information current and ensuring sufficient funds are available for each scheduled payment.

7. Subsidy, ERDC, DHS, Military, or Third-Party Payments

Any subsidy, ERDC, DHS, DPU, U.S. Military child care assistance, or other agency payment is considered a third-party payment arrangement.

Client remains responsible for all child care charges, copays, unpaid amounts, authorization gaps, attendance issues, denied payments, delayed payments, and amounts not covered by the third-party payor.

Subsidy families must pay balances according to the same payment deadlines as private-pay families unless Provider approves a written alternate payment arrangement.

Provider may suspend or terminate care for unpaid balances, expired authorizations, missing subsidy documents, or failure to pay copays and uncovered charges.

8. Trial Period

All new enrollments begin with a 60-day trial period.

During the trial period, either Provider or Client may terminate care without the standard 30-day notice requirement.

If care is terminated during the trial period, tuition and fees already earned or owed will be retained. Any prepaid balance not earned will be refunded within 30 business days, minus any unpaid tuition, fees, administrative charges, materials fees, or other balances owed under this Contract.

9. Annual Conference, Paperwork, and Rate Changes

A mandatory family conference is held each August to review and update policies, contracts, forms, schedules, rates, emergency contacts, and child information.

Continued enrollment may require completion of the annual conference, updated paperwork, and a signed updated contract.

Tuition rates may increase annually due to inflation, operating costs, licensing requirements, staffing costs, employee pay increases, insurance, supplies, food costs, or other program expenses.

Annual rate changes are generally announced during the August family conference and take effect January 1 of the following year, unless a different effective date is provided in writing.

Provider may also adjust rates when a child’s schedule, age group, care needs, subsidy status, or contracted hours change.

10. Parent and Client Responsibilities

Client agrees to:

1. Pay tuition, fees, copays, and balances on time.
2. Follow this Contract and the Family Policy Manual.
3. Provide accurate and current enrollment, emergency, health, subsidy, payment, and authorized pick-up information.
4. Notify Provider of absences, schedule changes, illness, custody changes, subsidy changes, and contact information changes.
5. Pick up the child on time.
6. Keep required forms, permissions, and documentation current.
7. Treat Provider, staff, children, and other families respectfully.
8. Follow illness, medication, authorized pick-up, safety, behavior, and emergency policies.

11. Withdrawal by Client

After the 60-day trial period, Client must provide 30 days’ written notice before withdrawing from the program.

The 30-day notice period begins on the date Provider receives written notice.

Client remains responsible for one month of tuition from the date written withdrawal notice is received, whether or not the child attends during the notice period.

Early withdrawal without proper notice may result in forfeiture of deposits, enrollment fees, discounts, or prepaid fees as allowed by this Contract and applicable law.

12. Suspension or Termination by Provider

Provider may suspend or terminate care for reasons including, but not limited to:

1. Nonpayment, repeated late payment, or repeated failed payments.
2. Failure to pay copays, subsidy balances, or uncovered charges.
3. Repeated late pick-up.
4. Failure to follow this Contract or the Family Policy Manual.
5. Failure to provide required forms, care plans, immunization records, emergency contacts, payment information, or subsidy documentation.
6. Threatening, aggressive, harassing, deceptive, disruptive, unsafe, or inappropriate conduct by a parent, guardian, authorized pick-up person, or household member.

7. A child’s behavior creates a continuing safety risk and the concern cannot be resolved through reasonable strategies.
8. Provider determines, after an individualized assessment when required, that the program cannot safely or appropriately meet the child’s needs.
9. The family’s schedule, needs, or expectations are incompatible with the program’s policies, staffing, capacity, or licensed operations.
10. Any serious concern that affects health, safety, licensing compliance, payment, or orderly program operation.

When reasonable and safe, Provider may communicate concerns and allow time for correction before termination. Immediate suspension or termination may occur when necessary to protect health, safety, licensing compliance, staff, children, or the program.

13. Non-Discrimination and Specific Care Needs

Angels Daycare provides services without unlawful discrimination.

When a child has or may have a disability, medical need, developmental need, behavioral need, or other specific care need, Provider will make enrollment and continued care decisions through an individualized assessment when required. Provider will consider reasonable accommodations and reasonable modifications unless doing so would create an undue burden, fundamentally alter the program, or create a direct threat to health or safety that cannot be reduced by reasonable measures.

14. Family Policy Manual

Client acknowledges receipt of the Angels Daycare Family Policy Manual.

The Family Policy Manual is incorporated into this Contract and is part of the agreement between Provider and Client.

The Family Policy Manual contains the program’s detailed policies, including arrival and departure, parent access, authorized pick-up, illness, medication, behavior guidance, biting, toilet training, nutrition, rest time, emergency procedures, mandatory reporting, confidentiality, transportation, pets, media use, and other program rules.

If there is a conflict between this Contract and the Family Policy Manual, this Contract controls unless a policy is required by law or licensing rule.

Provider may update the Family Policy Manual as needed for licensing compliance, safety, operations, insurance, staffing, legal requirements, or program needs. Material changes to tuition, fees, schedule, or contract terms will be provided in writing.

15. Limitation of Liability

Provider is responsible for providing child care services in accordance with applicable law, licensing rules, this Contract, and the Family Policy Manual.

Client understands that ordinary childhood activities may involve minor risks, including bumps, bruises, falls, scrapes, illness exposure, and typical childhood conflicts.

To the fullest extent allowed by law, Provider is not liable for losses, damages, injuries, delays, closures, or expenses caused by circumstances beyond Provider's reasonable control, including weather, natural disasters, utility outages, public health events, emergencies, government orders, transportation issues, or third-party actions.

Nothing in this Contract is intended to waive rights that cannot legally be waived or to excuse conduct that cannot legally be excused.

16. Severability, Entire Agreement, and Oregon Law

If any part of this Contract is found invalid or unenforceable, the remaining parts remain in effect.

This Contract, the Family Policy Manual, required enrollment forms, signed permission forms, ACH authorization, and any written payment or schedule agreements make up the full agreement between Provider and Client.

No verbal promise or outside statement changes this Contract unless it is in writing and signed by Provider.

This Contract is governed by the laws of the State of Oregon.

17. Acknowledgment and Signatures

By signing below, Client confirms that Client has read, understands, and agrees to this Contract and the Family Policy Manual. Client also confirms that all enrollment, payment, emergency contact, subsidy, health, and authorized pick-up information provided to Provider is accurate and current.

Parent/Guardian or Responsible Payor Printed Name: ___________________________

Parent/Client Signature: ___________________________________ Date: ___________

Provider/Owner Printed Name: ___________________________________

Provider/Owner Signature: ___________________________________ Date: _________