



2019 Child Care Contract

My Small Wonders, Inc.
733 Village Parkway
Edmond, OK 73003

Scott and Tammy Werner
Officers

Lindsay Steele
Director

Table of Contents	1
Entire Agreement	3
Severability	3
Binding Effect	3
Governing Law	3
Default	3
A. Hours of Operation	4
B. Child Care Rates and Fees	4
1. Regular Tuition	4
2. Family Discounts	4
3. Rate Increases	4
4. Advance Payment	4
5. Payment Due Date	4
6. Waiting List	5
7. Late Payment/Insufficient Funds Fees	5
8. Late Pickup Fees & Advance Notice	5
C. Holidays, Vacations, and Absences	5
1. Holidays/Work Days	5
2. Client Vacations	5
D. Other Fees	5
1. Registration Fee	5
2. Field Trip Fees	5
3. Client Responsibilities	6
4. Charges for Damage by the Child	6
E. Termination Procedure	6
1. Trial Period	6
2. Termination after the Trial Period	6
F. Miscellaneous	6
1. Emergency Care and Transportation	6
2. Child Accidents and Injuries	6
3. Changes to the Contract	7
4. Medication Policy	7
5. Parent Handbook	7

Entire Agreement

My Small Wonders (“MSW”) and parent(s) signing on page 7 (“Client”) agree that there are no representations, understandings, stipulations, agreements or promises related to this Child Care Contract which are not incorporated herein. This Child Care Contract shall not be altered, waived, amended or extended except by written agreement signed by the Parties. Parties agree and understand that this Agreement supersedes and replaces any previous Agreements that may have been entered into by the Parties whether written or oral. **Client agrees and understands that this is a legally binding contract and by signing in the space provided below. Client indicates that he/she has read this Agreement, understands its terms, and agrees to abide by the terms of this Agreement. Client must return signed copy to MSW prior to child being accepted at MSW for child care.**

Severability

If any clause or provision of this Child Care Contract is illegal, invalid, or unenforceable under any present or future Law, the remainder of the Child Care Contract shall not be affected thereby. It is the intention of the Parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.

Binding Effect

The provisions of this Child Care Contract shall be binding and inure to the benefit of the Parties and their respective successors and permitted assigns.

Governing Law

This Child Care Contract shall be construed and enforced according to the laws of the State of Oklahoma. All claims, disputes, and other matters in question arising out of or relating to this Agreement, or breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of Oklahoma and County of Oklahoma.

Default

If Client is in default, MSW may declare the entire balance of Client’s account immediately due and payable without notice. If MSW refers the collection of Client’s account to an attorney or employ an attorney to represent MSW with regard to recovery of money that is owed, MSW may charge you reasonable attorney fees and court or other collection costs as permitted by law and as actually incurred by MSW, including fees and costs in connection with any appeal. MSW may delay enforcing or may forego enforcement of any of its rights under this Agreement without losing or waiving any of them.

A. Hours of Operation

1. The hours of operation will be from 7:00 AM to 6:00 PM, Monday through Friday.
2. The childcare program is open year-round, except for the holidays, workdays, and exceptions listed on page 6 & 7 of the Parent Handbook.

B. Child Care Rates and Fees

1. Regular Tuition

The regular tuition for 2019 shall be:

- \$285.00 per week for infants
- \$275.00 per week for toddlers
- \$265.00 per week for two year olds
- \$255.00 per week for three year olds
- \$245.00 per week for four year olds
- \$250.00 per week for private Pre-k students
- \$165.00 per week for before & after school*
- \$85.00 per week for before school*
- \$120.00 per week for after school*
- \$250.00 per week for Summer Program
- \$55.00 per day fee for drop-in or school holiday (with pre-approval)

All tuition is computed on a per week basis (Monday through Friday) and is due in full whether or not the child attends. Tuition will not be prorated or discounted due to any absences, scheduled facility closings, or unscheduled facility closings, other than the Vacation Credit as provided in Paragraph C.2. below.

*When school is not in session, and children attend MSW for the full day during school breaks, the rate charged will be the same as the full day rate for Pre-k.

2. Family Discounts

There are family discounts available. There are discounts for two or more children from the same family. The discounted rate for two children is 15% off the older child's tuition. The discounted rate for three or more children is 15% off the older child's tuition and 10% off the middle child's tuition.

3. Rate Increases

- a. The childcare rate shall be adjusted periodically at the discretion of MSW. Typically, said adjustments will be made once per year, typically starting with January tuition, but may occur at any time.
- b. The childcare rate increase will consider inflation as a factor in the adjustment as well as surveys of primary competition. The decision to make a change to the childcare rate is at the sole discretion of MSW.
- c. MSW will notify all clients of any imposed rate increase via letter and/or electronic notification.

4. Advance Payment

The Client will pay for childcare in advance. Clients will participate in an automatic payment plan by completing an automatic payment plan agreement with MSW via the Brightwheel app.

5. Payment Due Date

- a. Weekly tuition and any unpaid or accrued fees and purchases from MSW will be due and charged on the last business day of the week for the following week's tuition (e.g. tuition for the 1st week of Jan will be charged on Dec 30th, the second week on Jan 7th, and so on).
- b. Monthly tuition and any unpaid or accrued fees and purchases from MSW will be due and charged on the last business day of the month for the following month's tuition (e.g. Jan tuition will be charged on Dec 30th, Feb tuition on Jan 31st, and so on).

6. Waiting List

To apply for enrollment at MSW, parents must complete the required enrollment forms and pay a non-refundable \$50 fee to place their child on the waiting list. This \$50.00 payment will apply toward \$150 enrollment fee once we are able to offer you a space. See the Parent Handbook for details about these policies on Page 4.

7. Late Payment/Insufficient Funds Fees

- a. A late payment fee of \$25 will be charged for all payments received after the due date. A \$25 NSF fee will be charged for any payments returned due to insufficient funds. In the event an NSF charge results in the payment being late, the late payment fee will also apply.
- b. If the Client does not make payment when due, MSW will immediately notify the Client and may cease to offer childcare until full payment is made, including all unpaid or accrued fees, purchases, and late payment fees.

8. Late Pickup Fees & Advance Notice

The Client will pay an additional fee of \$1 per minute per child if the child is picked up later than 6:00 PM. A 5-minute grace period may be given for occasional late pickups at the sole discretion of MSW. For additional details, see Page 5 of the Parent Handbook. This fee shall also apply if a child is picked up after the one hour notification due to illness as provided on Page 10-11 of the Parent Handbook.

C. Holidays, Vacations, and Absences

1. Holidays/Work Days

My Small Wonders will be closed in observation of the following holidays in 2019:

2019 HOLIDAYS & WORKDAYS

The childcare program will be closed on the following days:

- New Year's Day—Tuesday, January 1, 2019
- Work Day #1—Monday, February 18, 2019
- Memorial Day—Monday, May 27, 2019
- Independence Day—Thursday, July 4, 2019
- Work Day #2—Monday, August 5, 2019
- Labor Day—Monday, September 2, 2019
- Thanksgiving Day--Thursday, November 28, 2019
- The day after Thanksgiving--Friday, November 29, 2019
- Christmas Eve—Tuesday, December 24, 2019
- Christmas Day—Wednesday, December 25, 2019

The Client must pay for all holidays and work days (deep cleaning and center maintenance) listed above, regardless of any other terms in this contract.

2. Client Vacations

Clients must give MSW prior notice (email is acceptable) of the dates of their vacation to be eligible for the vacation credit:

After six (6) months of continuous enrollment, clients will earn up to one (1) week vacation per calendar year. After one (1) year of continuous enrollment, clients will earn up to two (2) weeks vacation per calendar year. A tuition credit of 50% will be applied to your invoice for the vacation week. Prior notice must be received (email is acceptable) for vacation dates, and your child(ren) must be absent for the full week (Monday through Friday.) Vacation weeks can not be used consecutively, and can only be used once per six (6) month period.

D. Other Fees

1. Registration Fee

- a. The Client shall pay a one-time non-refundable registration fee of \$150 per family for processing the enrollment. Any fees paid to be placed on the Waiting List will be applied to the registration fee. The Client shall pay the remaining \$100.00 at the time of re-enrollment in order to secure the child's spot in the MSW program. MSW will not hold a spot for the child unless the enrollment/registration fee is paid, and all enrollment fees must be paid prior to child being allowed to attend MSW.

2. Field Trip Fees

The Client is responsible for any out-of-pocket costs involved with field trips, such as zoo entrance fees, community center fees, and event fees which are typically charged at a flat rate of \$10. Students may be required to provide an

off site lunch for field trips. If the Client does not pay any such costs, the amount will be included in the next regular billing statement.

3. Client Responsibilities

The Client is responsible for bringing diapers, breast milk, pacifiers, medications, baby food, and/or formula to the childcare program for any child needing any of these items. The Client must also provide **at least** one seasonally appropriate change of clothing, including socks, shoes and underwear for all children in care.

4. Charges for Damage by the Child

If the Client's child breaks or damages MSW's property, the Client will pay to have the item replaced or repaired, at MSW's discretion. Suitable proof, including but not limited to video or the child's admission, will be furnished to warrant the allegation.

E. Termination Procedure

1. Trial Period

The first month of childcare will be considered an adjustment or trial period. During this time, either party may end the contract immediately, without written notice, subject to the following conditions:

- i. In the event of contract termination during the trial period, neither registration fees nor unused tuition will be refunded.
- ii. Full tuition is due for each full or partial week the child attends during the trial period.
- iii. In the event the contract is ended prior to the last day of a week (Friday), tuition will not be prorated for that period.

2. Termination after the Trial Period

- a. After the first month of childcare, the Client agrees to provide MSW fourteen (14) days written notice to terminate this contract. Termination will be effective on the first day following fourteen (14) days written notice. Tuition will not be pro-rated and payment is due for the full period regardless whether the child attends MSW's facility for care during that time. In the event this contract is terminated by the Client, pre-paid tuition will not be refunded.
- b. MSW reserves the right to immediately terminate the contract without notice, with or without cause; however, any pre-paid tuition not used will be refunded electronically at the next billing cycle unless the termination is due to a history of non-payment.

3. Termination for Non-Payment

Payment is due in advance of services being rendered, without exception. MSW reserves the right to refuse service to any Client who has not paid for childcare. In the event payment is rejected by Client's bank, Client shall have three (3) days from date of notification to pay MSW the full amount due, including all fees assessed by MSW as herein provided.

F. Miscellaneous

1. Emergency Care and Transportation

- a. In the event of an Emergency, as determined by MSW, the child will be transported to the nearest hospital in a supervisor's personal vehicle or an ambulance.
- b. The Client agrees and understands that all charges for ambulatory and/or emergency care are the sole responsibility of the Client and any associated medical costs.

2. Child Accidents and Injuries

The management person in charge on the day of an incident, accident, injury will notify parents as soon as practically possible of the incident. The incident will be documented on an incident report. You will be asked to sign and be given a copy of the incident report for your records. If your child receives outside medical attention, you will also be provided with a student accident insurance claim form. This student accident insurance is a supplemental insurance policy that is an excess policy only. Your health insurance is and remains the primary responsible party for payment for the cost of treatment of your child. Parents/guardians have one year from the date of the incident to file a claim. The parent/guardian is responsible for initiating the claim, requesting all appropriate forms, and for tracking the status of the claim. My Small Wonders personnel can not discuss with either parent the identity of the other child involved in an incident, nor can they discuss the medical history of any child involved in an incident with the other

parent.

3. Changes to the Contract

MSW reserves the right to amend the contract at any time. MSW will provide Client two (2) weeks notice prior to the effective date of any changes. Notice will be sent electronically to client. If Client changes email address or telephone number, it is the Client's responsibility to notify MSW as soon as possible.

4. Medication Policy

- a. MSW agrees to dispense necessary medication to Client's children subject to the Medication Policy. The detailed policy is located in the Parent Handbook on Page 12.
- b. **Client agrees to strictly follow the guidelines of the Medication Policy and agrees to hold MSW, its employees, agents, and representatives harmless from any and all liabilities, charges, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits or losses from any damage that may result from the dispersing of medication pursuant to this policy.**

5. Parent Handbook

- a. MSW agrees to provide Client with a Parent Handbook.
- b. Client agrees to follow the procedures and policies within the Parent Handbook, which is incorporated herein by reference.

This Contract, along with the Parent Handbook, constitutes the full and complete understanding of the Parties hereto. In the event a term or provision in the Parent Handbook conflicts with a term or provision in this Contract, the terms contained within this Contract shall take precedence.

By signing below, Client indicates that he/she agrees and understands that this is a legally binding contract, has read this Contract and the parent handbook, understands its terms, and agrees to abide by the terms of this Contract.

Parent's Name

Parent's Signature & Date

Parent's Name

Parent's Signature & Date