

## DAYCARE SERVICES AGREEMENT

Date \_\_\_\_\_, 20\_\_\_\_

### PARTIES

A. \_\_\_\_\_ and \_\_\_\_\_ **(Parents)**  
(names of parent(s)/legal guardian(s))

B. St. James Daycare Society **(Society)**

### BACKGROUND

- A. The Society operates a daycare and provides childcare services for children aged 30 months to five years **(Daycare Services)**.
- B. The Parents have retained the Society to provide the Daycare Services on behalf of their child (or children), \_\_\_\_\_ **(Child)**.  
(name(s) of child(ren))
- C. This agreement outlines the terms and conditions under which the Society will provide the Daycare Services to the Child.

### IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

#### 1. Services

1. The Society will perform the Daycare Services while the Child is under the care of the Society. The Daycare Services include:
  - providing a clean, safe, and secure building **(Daycare)** that is suitable for providing Daycare Services to the Child and that is in a condition substantially similar to other buildings in Vancouver, British Columbia that are used to provide child care services
  - ensuring the health and safety of the Child at all times
  - providing a space for quiet and active times and indoor and outdoor play for the Child
  - providing a balance of activities and a variety of easily available and appropriate toys and equipment for the Child
2. The Society will provide the Daycare Services in accordance with the laws, rules and regulations that govern the provision of childcare services and the operation of daycares and childcare facilities in the Province of British Columbia.

- 1.3 The Society will not provide the Daycare Services to children after August 31<sup>st</sup> of their 5<sup>th</sup> year.

## 2. Hours of Operation

- 2.1. Subject to section 2.2, the Society will provide the Daycare Services between 7:45 a.m. and 5:45 p.m. (**Hours of Operation**), Monday through Friday, except on the following days: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, and December 24 through January 1 inclusive.
- 2.2. The Society will close the Daycare at 5:45 p.m. on the last weekday before December 24<sup>th</sup>, and will reopen on the first business day after New Year's Day. If New Year's Day falls on a weekend, the daycare will be closed on the following Monday, and will reopen on Tuesday.

## 3. Staff

- 3.1. The Society will make available at all times during its Hours of Operation the appropriate number of personnel properly trained to provide Daycare Services and first aid (**Staff**).
- 3.2. The Staff is responsible for programming, teaching methods, discipline, and health and safety in the Daycare (**Staff's Responsibility**).

## 4. Standard of Care

- 4.1. In providing the Daycare Services and other responsibilities under this Agreement, the Society will, and will ensure that it's Staff, act honestly and in good faith and exercise the same degree of care, diligence and skill that a prudent childcare provider would exercise.

## 5. Deposit and Fees

- 5.1. Parents must pay the Society a deposit equal to one month's fees for each Child (**Deposit**), payable at the time of registration.
- 5.2. Subject to sections 8.3, 13.2, 13.4 and 17.9, the Society will return the Deposit when the Parents withdraw the Child from the Daycare in accordance with this Agreement, provided the Parents have paid in full all Fees due under s. 5.3.
- 5.3. The Parents must pay the monthly fee set by the Society (**Fee**) by the first day of each month.
- 5.4. The Society will give 8 weeks' notice to the Parents before increasing the Fee.

5.5. If the Parents fail to pay the Fee by the first day of each month without prior written approval of the Society, the Society may:

- charge the Parents a fine of \$15.00 per day, or
- expel the Child from the Daycare.

- 5.6. The Society will provide the Parents with a receipt for Fees paid by the Parents:
- at the Parents' request, and
  - as required by the Canada Revenue Agency.
- 5.7. The Parents must pay the Fee in full, whether or not the Child is absent from the Daycare for any reason, and whether or not the Parents withdraw the Child before the end of the month.
- 5.8. The Parents must make their own arrangements for subsidy with the appropriate governmental ministry.

## 6. Part-time Care

- 6.1. The Society does not offer part time care

## 7. Organization of the Society

- 7.1. The Society will comply with the *Society Act* of British Columbia and any regulations made under the *Act*.
- 7.2. All material decisions of the Society will be made by the Society's board of directors (**Board**), elected in accordance with the *Society Act*, and the Constitution and the Bylaws of the Society.

## 8. Parent Involvement

- 8.1. Upon signing this agreement, the Parents automatically become members of the Society (**Member**). Each family unit has one vote in any Society matter requiring a vote.
- 8.2. One or more of the Parents must attend the Society's annual general meeting (AGM) and participate in the annual work party organized by the Daycare.
- 8.3. a) For each year that at least one of the Parents does not attend the AGM, the Society will keep \$75 of the Deposit.
- b) For each year that at least one of the Parents does not attend the annual spring cleaning day, the Society will keep \$75 of the Deposit.
- 8.4. The Parents will attend parent conferences if requested by the Staff.
- 8.5. The Parents agree to:
- defer to Staff for matters under the Staff's Responsibility (as set out in s. 3.2), and

- not physically admonish their Child or any child in the Daycare.

8.6. The Parents may observe the Daycare's operation, discuss their Child's development with the Staff, and make suggestions to the Staff about programming.

## 9. Information Exchange

9.1. The Parents must complete a registration form before, or at the same time as, they sign this Agreement.

9.2. The Parents must tell the Staff if there are any changes to the Parents' address, phone number(s), emergency contacts, and names of the people authorized to collect the child (**Authorized Parties**).

9.3. The Parents must tell the Staff if there are any changes in their family's situation which could affect the Child's behaviour at the Daycare.

## 10. Entrance

10.1. The Daycare may require the Child to follow a gradual entry into the Daycare during the Child's first month at the Daycare.

## 11. Attendance

11.1. The Society may require the Parents to withdraw the Child where the Child does not attend the Daycare for two months consecutively, unless the Parents have consulted with the Society and have obtained the Society's consent to reserve the place of the Child in the Daycare.

## 12. Dispute Resolution

12.1. If a Parent:

- does not comply with the terms of this Agreement, or
- has a conflict with the Staff (**Dispute**),

the Society will address the Dispute at the next Board meeting (**Dispute Resolution Meeting**).

12.2. The Society will invite the Parents to attend the Dispute Resolution Meeting.

12.3. During the Dispute Resolution Meeting, the Board will:

- review the Dispute and, if necessary, bring in consultative help such as members of the Vancouver Coastal Health Authority
- provide the Parents with a fair hearing

- 12.4. Following a fair hearing, the Society may require the Parents to withdraw the Child from the Daycare.
- 12.5. Except in urgent situations where the well-being of the Staff or the children at the Daycare are at risk, the Parents will be given 6 weeks' written notice of a decision made under section 12.4.
- 12.6. The Society will tell the Parents about any unusual behaviour or problem concerning the Child and will work with the Parents to determine an appropriate solution.
- 12.7. If the Child has a severe behaviour problem (**Behaviour Problem**) which appears to make the placement of the Child in the Daycare inappropriate, for example:
- the Child is unable to adjust to the Daycare Services or the Daycare
  - the Child requires an unreasonable amount of Staff time to deal with behaviour management
  - the behaviour of the Child has a negative effect on the other children in the Daycare
- a Staff or Board member will
- discuss the Behaviour Problem with the Parents in a attempt to resolve the difficulty
  - in agreement with the Parents, request assistance from outside resources such as the Vancouver Coastal Health Authority.
- 12.8. If it remains unresolved, the Society will address the Behaviour Problem at the next Board meeting (**Behaviour Problem Meeting**).
- 12.9. The Society will invite the Parents to attend the Behaviour Problem Meeting.
- 12.10. During the Behaviour Problem Meeting, the Society will ensure that the Board:
- reviews the Behaviour Problem and, if necessary, brings in consultative help such as members of the Vancouver Coastal Health Authority
  - provides the Parents with a fair hearing
- 12.11. Following a fair hearing, the Board may require the Parents to withdraw the Child from the Daycare.
- 12.12. Except in urgent situations where the well-being of the Staff or the children at the Daycare are at risk, the Parents will be given 6 weeks' written notice of a decision made under section 12.11.

### **13. Notice of Withdrawal by the Parents and Forfeit of Deposit**

- 13.1. Except in the case of withdrawal of Child for kindergarten under 13.3, the Parents must give written notice to the Society of their intent to withdraw the Child from Daycare by the **earlier** of:
- **six weeks** prior to the Child's last day at the Daycare, or
  - the **15<sup>th</sup> of the month** before the final month in which the Parent must pay Fees (e.g. by March 15, if the Child's last day is April 30).
- 13.2. If the Parents fail to give the written notice as required by section 13.1, the Parents forfeit the Deposit in addition to the Fees payable for the final month in which the Child attends the Daycare.
- 13.3. The Parents of a Child entering kindergarten in September who wish to withdraw their child after May 31<sup>st</sup> and before August 31 of the year in which the Child will enter kindergarten must give written notice of their intended withdrawal date to the Society no later than **April 30** of the year in which the Child will enter kindergarten.
- 13.4. If the Parents of a Child entering kindergarten in September withdraw the Child earlier than August 31 or the date provided in the written notice, the Parents forfeit the Deposit in addition to the Fees payable through August or the months agreed to in the withdrawal notice.

#### **14. Medication and Illness**

- 14.1. Staff will administer clearly labelled prescription medication to the Child if the Parents have completed and provided to the Society sections A and C of the form entitled "Request for Administration of Medication at Child Care Daycare".
- 14.2. Staff may administer over-the-counter drugs or non-prescription drugs to the Child, if clearly directed to do so in a doctor's note provided by the Parents.
- 14.3. The Parents must make other arrangements for the care of the Child should the Child be ill and unable to participate in the regular routine of the Daycare.
- 14.4. The Parents must immediately inform the Staff if the Child has contracted any communicable diseases or parasites.
- 14.5. The Society will not accept a Child into the Daycare if the Child's immunizations are not up-to-date, unless the Parents have submitted in writing their objections to immunizing the Child and such submission is acceptable to the Society, acting reasonably.
- 14.6. The Parents agree the Child may be hospitalized and/or cared for by ambulance or other health care attendants in case of emergency, illness or accident (**Emergency**).

- 14.7. The Society will make all reasonable efforts to contact the Parents and/or Emergency Contact in the case of an Emergency.
- 14.8. The Parents must give the Society four (4) completed copies of the Emergency Consent Care form before, or at the same time, as they sign this Agreement.
- 14.9. The Parents agree that the Community Health Nurse and other Health Authority Staff may observe the Child on their routine visits to the Daycare.
- 14.10. If it appears advisable for the Child to receive specific treatment or testing, the Staff will discuss the issue with the Parents and seek the Parents' written approval prior to any treatment or testing.
- 14.11. The Society may, from time to time, produce written policies relating to illness, which are based on recommendations by the Vancouver Coastal Health Authority. The Parents agree to be bound by these policies.

## **15. Meals**

- 15.1. For each day the Child is at the Daycare, the Parents must provide the Society with a nutritious lunch for the Child (**Lunch**) which does not include gum, candy, pop, potato chips or other "junk" foods, and which is clearly labelled with the Child's name.
- 15.2. The Staff may, at its sole discretion, implement a "no nuts" policy. The Staff reserves the right to remove from the Lunch any deviation from section 15.1, or any item that violates a "no nuts" policy.
- 15.3. The Society will provide nutritious snacks in the mornings and afternoons, as well as milk and water at lunch.

## **16. Clothing and Toys**

- 16.1. The Parents will dress the child appropriately for outdoor play in all types of weather and will provide an extra set of clothing for the Child.
- 16.2. The Parents will clearly label all clothing of the Child.
- 16.3. The Parents will ensure that no toys are brought to the Daycare by the Child except for one naptime "snuggle" toy.
- 16.4. The Society is not responsible for items lost at the Daycare.

## **17. Drop-Off and Pick-Up of Child**

- 17.1. The Parents are responsible for transporting the Child to and from the Daycare.



- 17.2. The Parents must ensure that one of the Parents or one of the Authorized Parties signs the Child both in and out and makes verbal contact with a member of the Staff each time the Child is brought into and removed from the Daycare.
- 17.3. The Parents must ensure the Child is picked up by 5:45 p.m. each day, and must immediately contact the Society if pick up by that time is not possible.
- 17.4. If the Parents or the Authorized Parties are late in picking up the Child and have not contacted the Society, the Society will make all reasonable efforts to contact the Parents and/or the Emergency Contacts.
- 17.5. The Parents agree to allow the Society to take the Child to an emergency on-call family in the vicinity of the Daycare if the Parents notify a member of the staff that pick-up will be late or if Society cannot locate either the Parents or the Emergency Contacts. The Society will post the address of the emergency on-call family on the door of the Daycare.
- 17.6. If the Society is unable to contact the Parents or the Emergency Contacts, the Society may contact the Ministry of Children and Families – Emergency Social Services.
- 17.7. The Society may fine the Parents if they are late for pick-up. Any pick-up between 5:45 and 6:00 will be subject to a fine of \$20.00, and an additional \$1.00 per minute thereafter. The fine will increase in increments of \$20.00 for each late pick-up (i.e. \$20.00 for the first late fine, \$40.00 for the second late fine, \$60.00 for the third late fine.) (**Late Fine**).
- 17.8. The Parents must pay any Late Fine imposed by the Society within 7 days.
- 17.9. If a Late Fine is not paid in full within 7 days, the Society may deduct any outstanding fine amounts from the Deposit.
- 17.10. The Society will not release the Child to a person who appears to be under the influence of drugs or alcohol. In such case, the Society will follow the procedures under sections 17.5 and 17.6.

## **18. Excursions**

- 18.1. The Parents give their consent for the Child to participate in excursions organized by the Society. Excursions may include walking, bus transportation, private transportation, and all special programs organized and supervised by the Staff.
- 18.2. The Society will not transport the Child by private transportation unless the Child is properly secured by a car seat, provided by the Parents, and unless the driver of the vehicle has a valid driver's licence.

## **19. Insurance and Liability**

- 19.1. The Society will maintain general liability insurance in the amount of \$5,000,000 (five million dollars) each occurrence and general aggregate in case of injury to the Child (**Insurance Policy**).
- 19.2. The Insurance Policy will cover all activities of the Child in all locations while under the care of the Society and the use of private or public transportation.
- 19.3. As consideration for the Society permitting the Child to participate in excursions sponsored by the Society as set out in section 18.1, the Parents agree that the Society's liability to the Parents is limited to the amount that the Society may recover under any applicable insurance coverage and that the Parents will not claim or be entitled to damages against the Society in excess of any applicable insurance coverage

## **20. General**

- 20.1. The Parents will not, and will ensure that the Authorized Parties do not, smoke in or around the Daycare.
- 20.2. This Agreement constitutes the whole and the entire Agreement between the Society and the Parents in respect of the subject matter of this Agreement and cancels and supersedes any prior written or verbal agreements including any prior negotiations, understandings, undertakings, declarations or representations made prior to the date of this Agreement. Nothing in this section 20.2 shall operate to extinguish or limit any liability which may have arisen prior to the date this Agreement comes into force as a result of any such previous agreements, negotiations, understandings, declarations or representations.
- 20.3. This Agreement may not be amended or modified except by written agreement by both the Society and the Parents.
- 20.4. Either party will be excused from performing its obligations under this Agreement if their performance is delayed or prevented by any cause beyond such party's reasonable control, including, but not limited to, acts of God, fire, explosion, disease, war, insurrection, civil strife, riots, government action, strikes, lock-outs or power failure. Performance will be excused only to the extent of and during the reasonable continuance of such disability.
- 20.5. Neither the Society nor the Parents may assign all or some of its obligations under this Agreement.
- 20.6. No waiver of any breach of this Agreement, whether by conduct or otherwise, will be deemed to be a waiver of any other or subsequent breach, and the failure of a party to enforce any provision hereof shall not be deemed to be a waiver of such party's right to subsequently enforce such provision or any other provision of this Agreement.

**Agreed to by**

\_\_\_\_\_  
**Parent name**

\_\_\_\_\_  
**Parent name**

\_\_\_\_\_  
**Parent signature**

\_\_\_\_\_  
**Parent signature**

**The St. James Daycare Society**

\_\_\_\_\_  
*(Authorized Signatory)*