

**D.B.A. Home Spun Daycare**  
**Registered Family Daycare, Cpr/First Aid/Aed Certified**

**SHANNON WHALEY**

**710 CHERRY ST, ROME NY 13440**

**H: 315-533-6005**

(tax i.d. #47-2692118)

homespundaycare15@gmail.com

www.homespundaycare.weebly.com

www.facebook.com/homespundaycareswhaley

**PROVIDER-PARENT/GUARDIAN CHILD CARE**  
**CONTRACT/HANDBOOK**

Welcome! I'm glad you have decided to enroll your child (ren) in my family daycare. Along with enrollment materials, parents will receive an immunization record, contact card, any other relevant information. The following contract is to be completed and signed by the parents/guardian **before** care begins. Please read over all policies and fees before signing the contract. We must discuss fees and what services are covered before care begins. **You will receive a copy of the signed contract.** If you have any questions regarding fees, policies or practices, please feel free to discuss them with me as soon as they come up to avoid any confusion.

**\*\*\*Accepting ages 8 weeks – 5 years\*\*\***  
(prior to starting kindergarten through summers end)

**HOURS OF OPERATION ARE CURRENTLY:**

7:00 a.m.-4:30 p.m.

**FULL TIME RATES (3 OR MORE DAYS A WEEK MAX 9 HOURS/Day Care provided):**

\$165/week ages 2 and older

\$185/week ages 8 weeks-23mos

**PART TIME RATES (2 OR LESS DAYS A WEEK MAX 9 HOURS/Day Care provided):**

Part time daily rate: \$35

**This Contract is between:**

Provider: Shannon Whaley    Address: 710 Cherry Street, Rome N.Y. 13440

Phone: 315-533-6005

Email: homesundaycare15@gmail.com

**-AND-**

**Mother/Legal Guardian (please fill all lines out in their entirety)**

Name:	Employer:
Address:	Address:
Phone:	Emp Phone:
Email:	

(for monthly newsletters please add me to your contact list)

**Father/Legal Guardian**

Name:	Employer:
Address:	Address:
Phone:	Emp Phone:
Email:	

**For the Care of:**

1. Child's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

2. Child's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

CUSTODY AGREEMENT? Yes or No (circle one)

(if yes please provide me with the legal copy before care is provided outlining the arrangement, if custody/visitation is not during daycare hours the non-custodial parent will not be allowed to remove the child from care without the custodial parents written permission)

\*I may amend the contract/policies by giving the parent/guardians a copy of the new or changed policies at least two weeks before any changes go into effect.

A. HOURS OF CARE NEEDED: Your contracted time is for your normal work hours i.e. 8hrs + 30 mins drive time to and from work. Max 9 hrs for full time spots. (7am-430pm)

	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Child 1</b>					
Drop off a.m.					
Pick up p.m.					
-	-	-	-	-	-
<b>Child 2</b>					
Drop off a.m.					
Pick up p.m.					

These times are set in place to help me determine how many spots I have available and coordinate my day. **YOU MUST STICK TO THESE TIMES UNLESS EMERGENCIES ARISE.** I CANNOT BE OVER CAPACITY AT ANY TIME OR MY LICENSE IS IN JEOPARDY AND I WILL BE UNABLE TO PROVIDE CARE FOR ANYONE. Even if I am open until 4:45 p.m. if you are able to pick up your child prior to their scheduled time please do so as I have other children coming in and out during the day. As well as please DO NOT BRING YOUR CHILD PRIOR TO THEIR SCHEDULED TIME unless permission on an occasional basis is given or I will ask you to bring them home.

You **MUST** call in advance or as early as possible if you will be late picking up. Please give yourself ample time, do not call at 4:00 to say you'll be late. I close at **4:30** and have other commitments for myself and family. There will be a \$15 late fee applied if you are 15 or more minutes late.

**\*\*\*\*\*Please call by 8 a.m.** if your child will be late or not attending for that day.

**Multiple absences or drop offs at unannounced times will not be tolerated and subject to withdrawal from daycare and or refusal to be dropped off. No drop offs will be accepted after 11 am as lunch and nap time will be shortly after this to minimize disruptions.** Also, if your child is not coming back from school for any reason you must tell me that morning at the latest providing it's not an emergency. I am providing care for your child and appreciate the notice so I know where they are and that something did not happen to them.

When we agree to a time the child will be in care, I need you to stick to this daily because this is how I plan my schedule especially in the spring/summer/fall months when we will leave the residence from time to time. It is disruptive to all the children and myself when we don't hold to the same schedule as well as makes it difficult to plan for appropriate food allowances when I shop. If we need to alter the times from the original contract please let me know. It is your responsibility to contact me if we are not at the residence and you need to pick up or drop off. I will bring my cell phone on all outings.

## B. RATES & PAYMENT:

\*\*\*The weekly rate is \$\_\_\_\_\_ per child, per week/hour. (\$\_\_\_\_\_ for 2 + children )

**THIS IS A FLAT**

**RATE AND STAYS THE SAME AMOUNT REGARDLESS OF ATTENDANCE, HOLIDAYS  
OR HOURS.**

**Due to the limited number of spaces available weekly payments are not based on your child's attendance. You are paying to secure your spot in daycare.** Your paycheck doesn't fluctuate and I don't expect mine to either.

\*\*\*Every July 1<sup>st</sup> contracts will be reviewed for accuracy and expect a minimum increase of \$5/week or approximately 3.5% cost of living increase to cover expenses that continually go up. (business liability insurance, workers compensation, disability, supplies, minimum wage, food costs, snow removal, lawn maintenance) At the providers discretion the rate may remain the same as the previous year.

### **What payment methods are accepted?**

Credit or debit card/bank account using Square or PayPal system. NO CASH ON PREMISES OR ACCEPTED FOR PAYMENTS NO EXCEPTIONS.

### **When is payment due?**

All payments will be set up on a recurring basis for your weekly rate to draft every 7 days falling on Fridays. The provider can manually change the vacation weeks to no charge. All payments are due in advance. Payment is due in full **each FRIDAY** (unless special arrangements are made). There is a late fee of \$10.00 per day added for each day that payment is late starting at 5:01pm on Friday. (Up to 60 days max) Partial payment is not acceptable. Persistent late payments are grounds for termination of child care. Child care positions will be lost after two weeks of non-payment. Care will not be provided without payment first. (Late fees will still accrue until paid in full and court action will proceed to recover unpaid fees)

### **What do I need to pay prior to enrollment?**

1. Enrollment fee \$50 (n.a. if you have paid infant holding fees for 3+ mos)
2. First weeks care
3. Last weeks care (deposit)

**One-time non-refundable enrollment fee of \$50 for every child** due within the first month of care. This fee can be split up into 4 weekly payments, with prior consent, to be paid in full the first month of care if this option is chosen. This is to help purchase supplies that the new child will be using during their care such as cleaning/health and safety, craft items, food as well as

wear and tear on items that need to be replaced. Thank you! If this fee isn't paid it will come out of your deposit and not refunded.

**A deposit of one week is to be paid PRIOR to the child's first day of care PLUS first weeks' pay.** This deposit will be applied to your last week when a two-week notice is given assuming you are current on your weekly payments. (As the parent you would be responsible for one week. The deposit will take care of the second week.)

Important deposits will Not be used for the last week of care if Notice is Not given AND/OR the child (ren) have not been enrolled for at least 6 months continuous. When a two weeks' notice is given payment is still expected even if the child does not show up for those two weeks. The two weeks is a total of 10 days and starts the first business day after the notice is given. If my vacation falls during this time payment is still expected. This is to ensure I have ample time to fill your vacated spots without losing income.

A non-refundable holding fee of \$50 will be expected for *any spot held at least a month in advance prior to care starting.* This is to compensate the loss of income as a result of not being able to fill the spot with another child in the meantime while the spot is being held. The holding fee due is equal to the number of months the spot is held. Example: 3 months equals \$150 + the deposit. Similar to how the summer spots are held. The actual first week of care would still be due the Friday prior to the start of care.

### **C. HOLIDAYS, VACATIONS, AND ABSENCES:**

If your child will NOT be attending for the summer you will need to provide TWO weeks payment (normal weekly rate) *to hold your spot otherwise referred to as a holding fee.* This is done in order to limit the fluctuation in my income and convenience for you to know you have a spot held. **(If you choose NOT to return in the fall there are no refunds on the holding fee)**  
**This fee is due in full by July 1<sup>st</sup>.**

#### **Paid time off includes;**

1. *Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans day, Thanksgiving, Day after Thanksgiving, Christmas & Christmas Eve, New Year's & New Year's Eve.*

When a holiday falls on the weekend, an appropriate Monday or Friday will be taken off in its place. It is my hope that you have these days off as well and spend quality time with your children and family. Other days closed will be noted in separate correspondence set fourth at the beginning of each calendar year.

2. Vacations will normally be taken in week intervals (10 days a year), a minimum of a months' notice will be given if vacation is not set in beginning of the calendar year. You are not responsible to pay during my vacation. However as previously stated any other time children are not in attendance full payment is expected to hold their slot including times when I need to close for the whole day or close early for additional training/appointments. I will do my best not to because I know this is disruptive to your own work schedules. I will give you notice at least a week in advance. I do have a substitute & an assistant but they are not always available as they have their own full-time jobs.
3. There may be emergencies other than illnesses that would prevent daycare from remaining open or opening at all such as; natural disaster/weather, loss of power/water/heat, home damage, civil disturbance, government closure per NYS or DOH, payment is still due on these occurrences as they are unforeseen.
4. I do have 4 days paid sick time built in as well (applies to me the provider and/or my children). If I am unable to care for the children it is in their best interest to stay home so we do not all get sick and also required by N.Y.S O.C.F.S. If I go over these days you are not expected to pay for those days. Mandatory Covid quarantine does not count as my sick days as these are controlled by d.o.h., unless I am the one who is ill.

#### D. ILLNESS & HEALTH PROCEDURES:

I have not taken the Medication Administration training program. As a result, I will not be able to give any oral medication of ANY kind. This is a personal choice and I am not required by the state to take this training. However, I will be able to administer topical medications included and limited to the following with your permission:

Diaper rash cream, lotion, bug repellent, sunscreen, Chap Stick, Vaseline, anti-itch cream. All of these items are supplied by you Not the provider. I supply first aid items only.

You may choose to give medication directly before drop off and immediately at pick up, or have an approved relative come during daycare hours to administer any prescription medication with my prior consent. **It is important that you notify the provider if any medication has been administered to your child within the last 24 hours.** Should there be a medical emergency it is crucial to report whether or not the child is on medication.

It is not always easy to decide if a child should remain at home due to an illness. Children who come to childcare are expected, with few exceptions, to participate fully in child care activities. **Children who are exhibiting the following symptoms will be sent home AND are required to remain home for a full 24hours symptom free without the use of fever reducers.** You must give me an accurate description of the reason for staying home not just they don't feel well. I am mandated to

maintain a file on the child's health and need to know what precautions I need to take to maintain the health and safety of all enrolled children.

- **Fever of 100 degrees or higher:** this signals an illness may make a child uncomfortable and unable to function well in childcare. I will check temperatures at the door before custody is transferred to me if I suspect they are ill.
- **Vomiting, diarrhea or severe nausea:** these are symptoms that require a child to remain at home until a normal diet is tolerated the night before and the next morning.
- **Rashes:** rashes or patches of broken, itchy skin should be examined by a doctor if it appears to be spreading or not improving. A child who is too ill to remain in care will be isolated from the other children.

\*\*\*\*If you are keeping your child home you must give me the symptoms and reason why for their file to be notated and I will let you know if they are ok to return the next day based on the above guidelines. I will not accept they just don't feel well it is my job per N.Y.S. O.C.F.S to keep a log of the child's health and prevent spread of illness to everyone else in daycare.

The parent will be notified of their child's illness and will be required to pick up their child **within 2 hours**.

Children with communicable diseases shall not attend childcare. Examples of communicable diseases include but are not limited to:

Covid 19, Chicken Pox, Influenza, Pink Eye, Mumps, Strep Throat, Hand Foot Mouth, Disease, Impetigo, Lice, Measles, Whooping Cough, Scarlet Fever, Coronavirus.

**Please note:** This sickness policy applies to my family as well. If any of the above symptoms are present in my household, I CANNOT AND WILL NOT run daycare until symptoms have subsided. If this does occur you will be responsible for finding alternate care.

\*Each child 5 years of age or younger and is not enrolled in school, is required to have a physical examination report on file prior to the first day of attendance. Children age 2 years and older must submit an updated Health Report Form every year. Children under 2 must submit an updated Health Report Form every 2-6 months. An immunization record for all children must be completed by the parent prior to the first day of attendance which includes a lead test for 1 and 2-year old's.

As per regulations, the provider (myself) is required to conduct a daily health check and document any bruises or marks she/he finds on the child. As a mandated reporter, any mysterious bruising or other injuries may result in notification of Child Protective Services. Child Abuse Hotline: 1-800-342-3720

**E. CLOTHING:**

Regulations require children to have daily play activity all year, except during inclement or extreme weather or unless prohibited by a health care provider. Parents may require and programs may permit children to remain indoors during outdoor play time so long as such children will be supervised by an approved caregiver.

Parent **MUST** provide a spare set of clothing for the provider's home:

Pants, shirt, underwear/diapers, socks. (Appropriate for the season)

Mittens/gloves, long-sleeved shirt, snowsuit/snow pants, winter boots, thick socks, hat.

**\*\*This is not optional if you do not provide these items the child will not be accepted for care. If you need public assistance let me know and I can suggest some local resources that may be able to help. If one child doesn't have the appropriate clothing to go outside, we all suffer.**

**F. TERMINATION:**

This contract may be terminated by either the parent/guardian or provider by giving a **TWO WEEK** written notice in advance of the ending date. **\*\*See rates and payment for guidelines.**

Reasons for a provider termination may include but are not limited to: failure of parents/guardians to pay, failure of parent/guardian to complete required forms, lack of parent cooperation, inability of provider to meet the child's needs, the inability of the child to adjust to childcare, lack of proper communication or the failure of parent to abide by contract/policies.

In some cases, immediate termination may be necessary and I am not obligated to give a reason why however in most cases both parties will be on the same page.

Communication between parents and the provider is very important. Termination due to any of these reasons would be a last resort of parents/guardian and provider being unable to resolve the issue together.

Please sign below to acknowledge the contract requirements in pages 1-8.

Parent signature & date: \_\_\_\_\_

Provider signature & date: \_\_\_\_\_



## **HANDBOOK POLICIES**

### **I. MEALS & SNACKS:**

I am a participator in the Child and Adult Care Food Program. I will provide a late breakfast 9am, lunch 12pm and one snack 3pm (for full & part-time non-school aged children). I will NOT accept fast food or anything coming in the door with the child. Please notify me of any known allergies in advance or special dietary needs. I am expected to follow healthy eating guidelines set by the state. I will ask you to fill out a form confirming their enrollment in the program once we start care.

When infant's formula is required, I ask that parents provide an adequate amount for your child's needs. I will let you know when I am running low. If using breast milk please provide in appropriate containers to place in the fridge/freezer. I will ask what your infants feeding schedule is ahead of time.

\*\*During the summer months I do not provide lunch. Everyone must bring an age appropriate ready to eat meal which includes a drink, utensils and ice packs in a lunch pail. I am looking for something healthy and portable so we can enjoy time outside or away from daycare.

### **II. DISCIPLINE:**

My guidelines will include separation from the activity, discussion of the behavior(s), and redirection to another appropriate activity. I will let you know of any areas of concern and we will coordinate accordingly.

### **III. TRANSPORTATION:**

At this time, I may provide transportation if all parents give approval. I have a 5 passenger SUV. However, you would need to provide any booster/car seats unless I state otherwise. If field trips are planned advance notice will be given and approval must be given by the parent in writing for your child to attend and participate. If everyone doesn't go no one will.

We will occasionally take some short walks to local parks/playgrounds/library when we are not at my residence and the weather permits. (Franklyn field and Guyer field, triangle park, Jervis Library)

#### IV. NAPPING ARRANGEMENTS:

N.Y.S. Family Daycare Regulations require each day care child, who is not school age, to nap or rest quietly on a daily basis. Your child will be located in the living room or play room on a nap mat or pack n play. The provider will be in the same room or adjacent room on the same level. Infants will be placed in a pack n play on their backs to prevent sids. If they are able to roll over on their stomach they can sleep in that position. They will be monitored every 15minutes and are not allowed to have soft toys and excessive bedding in with them during sleep.

#### V. SCREEN TIME:

Home Spun Daycare will not play TV/video during rest/nap time. Soothing low-level music will be played in the background or white noise. Books and/or books on cd may be played as well to help children go to sleep.

HSDC will not play TV/video in the kitchen while children are eating meals/snacks. Age appropriate conversations will be encouraged. As well as teachable moments about different types of foods/tastes.

Television may be used on an occasional basis in conjunction with a planned developmentally appropriate activity/theme. As well as to do exercise (i.e. yoga instruction or book readings). No more than 30 minutes weekly for ages 2-5.

HSDC does have a learning tablet that doesn't have internet access with age appropriate activities/games. The use will be limited to free play or quiet time with headphones if available for ages 2 and older.

#### VI. INFANT/YOUNG TODDLER DAILY SCHEDULE:

Throughout each day we practice on reaching, grasping, rolling, sitting, eye contact, smiles, laughs, feeding, crawling, standing, walking, climbing, throwing, catching, kicking, snuggles, cooing and talking; whichever developmental stage your child happens to be in at the time. For a younger child still taking three naps a day, a third nap can be incorporated into their late afternoon schedule.

**7:30 - 9:00** drop-offs, welcome children,  
free-play activities  
**9:00-9:30** breakfast, clean-up/wash-up  
**9:30 – 11:00** naptime (depending on age),  
free choice, all centers open  
**11:00 – 12:00** outdoor play age appropriate,  
tummy time

**12:00 – 12:30** lunch time, clean-up/wash-up  
**1:00 – 2:30** naptime and/or quiet-time  
**2:30 - 3:00** free play, wake up  
**3:00 - 4:00** snack time, clean-up/wash-up,  
outside play (depending on season)

4:00 - 4:45 free choice, all centers open,  
pick-up goodbyes, parent daily briefing

## VII. Home Spun Daycare Late Pick-up Policy:

All children are to be picked up BEFORE the 4:30pm closing time. If a child remains in attendance after closing time, the following steps will be taken:

- The provider or an approved staff member (assistant or substitute) will remain at the program with the child.
- A staff member will attempt to contact the parent(s) and/or other person(s) authorized to care for the child as indicated on the list given in this contract.
- A late fee of \$15 for 15mins that the child remains at the program after closing time will be charged to the parent or guardian. A child will not be readmitted to the program if the late fee is not paid within 2days. The program may refuse to provide services to any child who is picked up late more than 2 times.
- If the on-site provider is not present, the staff member shall contact the provider.
- If after 1 hour, a child has not been picked up by someone on the approved list a staff member will call the police and/or the Child Abuse Hotline Mandated Reporter phone line: 1-800-635-1522.

## VIII. NOTES:

- Please DO NOT bring any toys from home. A special stuffed animal or blanket can be brought for nap time. You may bring a book for all the kids to enjoy.
- Parents are responsible for bringing 2 sets of extra clothes that must be maintained at all times **regardless of age** (SEE ABOVE UNDER CLOTHING).
- If someone other than the parent/guardian will be picking up your child from daycare, please notify me in advance of who and when. Be sure they know the child's contracted pick up time. They must be on the authorized pick up persons form to pick up the child which you will fill out prior to enrollment. I will ask for an I.D. the first time so please notify the pickup person.

- Parents are responsible for providing diapers, wipes, 2 bottles, vinyl bibs, reusable children's plastic utensils and formula if necessary, dependent on age, for all your children attending. I do not accept diaper bags unless you are part time. Please bring enough to last at least two weeks at a time. I will have a bin for your child's supplies.
- Please provide 2 sippy cups (spill proof) or 2 bottles if needed, as well as a blanket and pillow on enrollment. WE WILL OBSERVE A QUIET/NAP TIME REQUIRED FOR ALL CHILDREN AT APPROXIMATELY AT 1:00 P.M. NO EXCEPTIONS. If you plan on picking up early during this time please text me first.
- Please inform me of any toilet training attempts and I will follow your lead after you have tried for at least two weeks continuously. I DO NOT accept pull ups children will go from diapers to cloth diapers/underwear with plastic underwear cover during the training process. Please ask if you have trouble finding these items. Amazon has some great heavier cloth underwear I have used for my children. This allows for a quicker transition approximately two weeks unlike pull ups that don't allow the child to feel any discomfort (i.e. wetness) and prolong the training process.

IX. **\*\*\*EVERYONE PARTICIPATES IN DAYCARE SHARE.** I ask that each parent at the beginning of each month to bring in one box of tissues & one package of unscented baby wipes or Clorox cleaning wipes. These are high use items for each child on a daily basis for health & safety. I will be buying some as well but there are so many other daily items that are disposable this will help keep daycare charges low for you as a parent instead of including in my prices. Thank you!

I have one approved assistant and one approved substitute. They may be present from time to time to allow myself time away from daycare for medical appointments and training. I almost always know ahead of time and can you let you know if you choose. They are as follows: my husband Robert (Asst), my mother Shelly (Sub). Both have undergone the required training and backgrounds necessary to become approved and take my place in my absence or work alongside me.

There are two small domestic indoor cats on site as well as a small domestic dog on site. The dog is licensed and up to date on immunizations as well as the cats.

Emergency locations due to fire/natural disaster will be as follows:

1. Jervis Public Library 613 N. Washington St Rome
2. YMCA 301 W. Bloomfield St Rome

Please sign below to acknowledge the handbook requirements in pages 9-12.

Parent signature & date: \_\_\_\_\_

Provider signature & date: \_\_\_\_\_

**X. For Expecting Parents Who Currently Have Children Enrolled in Care  
HOME SPUN DAYCARE**

Congratulations on what will soon be another addition to your family. As the time draws near, one of the many decisions you will need to make is whether or not you plan to return to work and if so, what daycare arrangements need to be made for your new baby. You will also need to make an emergency plan in case you go into labor while your current child is in care, and you will need to decide whether to withdraw your child who is currently in care or continue with care during your maternity leave.

The following options are available to you should you decide to continue to need care:

**Option #1**

Un-enroll your child in care completely and keep them home with you throughout your maternity leave. Both children would then need to be placed on my waiting list and I could not guarantee that I would have 2 openings when you are ready to return.

**Option #2**

Continue to send your child to care on a daily basis so that his/her routine is not disrupted and so that you can spend some one-on-one time with your newborn and be able to rest when your newborn is resting and get some things done throughout the day. You can always just send them for a few hours a day. The cost would remain the same but they would not lose their spot in my daycare and I would continue to reserve an opening for your newborn.

**Option #3**

Send your child or children 1-3 days/week for the same reasons as above. The cost would be \$95/week and the days would need to be agreed upon ahead of time for scheduling purposes. Max 12 weeks holding time at this option. After this the child will need to go full time in order to remain in care.

The Parent/Provider Contract along with a non-refundable one-week deposit of \$180 will be needed in order to reserve a spot for your infant. This deposit will be applied to your **LAST** week of care for your new child.

Please let me know ASAP what you decide to do so that I can let anyone on my waiting list know whether I have any openings, and so that I can plan my staffing accordingly.

Thank you,

Please sign and date with which option you decide to choose:

---

**END updated 3.28.2020**