



**ALISO VIEJO CHILD CARE
PARENT-PROVIDER CONTRACT**

1. ALISO VIEJO CHILD CARE (Facility # 304313052) (referred to in this contract as the "Provider") is:

a family child care home licensed under the California Department of Social Services to provide day care for up to 8 children. For this purpose, child care means non-medical care for children in need of personal services, supervision, age-appropriate activities, and education. Provider accepts children from ages 6 weeks through 12 years old.

We, _____ (name[s]), Parent(s)/Guardian(s) (circle one) (referred to collectively in this contract as "Parent") of _____ (child's name) ("Child"), agree to comply with the following rules and regulations of Aliso Viejo Child Care beginning on _____, 20____:

2. HOURS

A. Hours of Operation

Aliso Viejo Child Care is open from 7:00 a.m. to 6:00 p.m., Monday through Friday; however, Parent agrees to strictly adhere to scheduled drop off and pick up times set forth below. Parent must pay a fee for early drop-off and late pick-up times (see Section 3).

B. Hours of Care to Be Provided

Parent is enrolling Child in Aliso Viejo Child Care for:

Monday, with drop-off at ____ a.m. and pick-up at ____ p.m.
Tuesday, with drop off at ____ a.m. and pick-up at ____ p.m.
Wednesday, with drop-off at ____ a.m. and pick-up at ____ p.m.
Thursday, with drop-off at ____ a.m. and pick-up at ____ p.m.
Friday, with drop-off at ____ a.m. and pick-up at ____ p.m.

Tuition fees are based on the Child's regular schedule. Parent will be charged additional tuition if your Child's attendance increases beyond the contracted schedule. Please notify Provider immediately if your Child's schedule will change in any way.

If a Parent wants to substitute different hours than those agreed to in this contract, Parent must make request to Provider in advance of schedule change. Subject to Provider availability and discretion, Provider may – but is not required to – accommodate the change. If the change results in additional hours of care, above the contracted hours, a surcharge of \$60 per hour will be assessed.

3. FEES

Returned Check Fee: Applicable to all payments to Provider, a fee of \$50 will be charged for any checks which do not clear the bank.

Payment Plan (*initial next to selection*):

- _____ **Entire Month:** Child Care fees to be paid on the **last business day of the month in advance of the coming month**. If tuition is not paid by the first of each month, a late fee of \$10 per "Late Day" will be charged. If payment (including late charges) is not received by the third day of the month, Provider may immediately terminate care for Child. If Child enrolls in day care on any day other than the first day of a month, then payment for the first month is to be prorated to cover care received during the remainder of the month and is due upon the first day of enrollment.
- _____ **Weekly:** Child Care fees to be paid on the **Friday or the last business day of each week in advance of the coming week**. If tuition is not paid by Monday of each week, a late fee of \$10 per "Late Day" will be charged. If payment (including late charges) is not received by the third "Late Day," Provider may immediately terminate care for Child. If Child enrolls in day care on any day other than a Monday, then payment for the first week is to be prorated to cover care received during the remainder of the week and is due upon the first day of enrollment.

Child Care Fees (*initial next to selection*):

- _____ **Infant Full-day** care (20 or more hours per week): \$1500 per **month**
- _____ **Infant Full-day** care (20 or more hours per week): \$350 per **week**
- _____ **Infant Partial-day** care (less than 20 hours per week): \$1000 per **month**
- _____ **Infant Partial-day** care (less than 20 hours per week): \$250 per **week**
- _____ **Toddler Full-day** care (20 or more hours per week): \$1000 per **month**
- _____ **Toddler Full-day** care (20 or more hours per week): \$250 per **week**
- _____ **Toddler Partial-day** care (less than 20 hours per week): \$760 per **month**
- _____ **Toddler Partial-day** care (less than 20 hours per week): \$190 per **week**

Holidays, emergency closures and child absences will be billed as if care were provided.

Late Pick-Up / Early Drop-Off Fees and Policy:

An Early Drop-off fee of **\$1 for every 1 minute** you arrive before your scheduled drop-off time will be charged. Fee is payable only in cash directly to the Provider on site. No checks will be accepted.

A Late Pick-up fee of **\$1 for every 1 minute** you arrive after your scheduled pick up time will be charged. Fee is payable only in cash directly to the Provider on site. No checks will be accepted.

Holding Fee:

This fee guarantees a spot for a specified date. Since we give up the right to fill that position with another child who would be paying full tuition, a non-refundable holding fee is required to hold an opening, beginning on the date that the opening becomes available, and due for each week that the opening is to be held. This fee will consist of one week's pay rate, and will be due on the Thursday preceding each week that the opening is to be held. If payment is not received by 5:00 p.m. on Friday the opening will no longer be held.

4. ABSENCE POLICY

Regular Absences:

The full fee will be charged for all absences. Fees are akin to tuition and are based on enrollment, not attendance. No refund, credit, or makeup day is provided for children who are absent due to illness or vacation. Parent shall notify Provider of any absence as soon as the Parent knows that Child is unable to attend on a particular day.

Leave of Absence:

A two-week advance notice is required if child will be absent for a period of time and **will not be guaranteed a spot**. If you want to hold an opening, a non-refundable holding fee is required.

5. CHILD ILLNESS POLICY

Please be considerate if your child shows any signs of an oncoming illness. Provider has the obligation to protect children in her care from illness whenever possible. Children with the following conditions must be kept home and will be sent home if these conditions become apparent:

- **Fever** along with behavior change or other signs of illness such as sore throat, rash, vomiting, diarrhea, earache, etc. Fever is defined as having a temperature of 100° F or higher taken under the arm.
- Symptoms and signs of possible severe illness such as **unusual tiredness, uncontrolled coughing or wheezing, continuous crying, or difficulty breathing.**
- **Diarrhea** — runny, watery or bloody stools.
- **Vomiting** — more than once in a 24-hour period.
- **Body rash with fever**
- **Sore throat** with fever and swollen glands or mouth sores with drooling.
- **Eye discharge** — thick mucus or pus draining from the eye. (Including Conjunctivitis – such as pink eye usually has a clear, watery discharge)
- **Parasites** — Head lice or nits (eggs), crabs, etc.
- **Severe coughing** — child gets red or blue in the face, or makes high-pitched whooping sound after coughing, or constant cough
- **Heavy nasal discharge** (If a runny nose is related to allergies, please provide a doctor's note stating that fact)
- **Communicable diseases** — chicken pox, measles, ring worm, scarlet fever
- **Child is irritable, continuously crying, or requires more attention and care** than you can provide without compromising the health and safety of the other children in care.

Child will also be sent home when the Provider believes, in her judgment, that Child's condition poses a threat to the health or safety of Child or other children or staff in the program.

A Child who becomes ill at school will be separated from the group and Parent will be called. Parent must pick up Child within one hour after being notified of Child's illness. After one hour, Parent will be charged the actual cost of additional expenditures related to isolated care.

If Child is sent home due to illness, this will be considered an absence in accordance with Section 4.

Child should be symptom-free for 24 hours before he/she returns to day care.

6. WITHDRAWAL OF CHILD BY PARENT

Parent must provide two weeks' notice *in writing* before withdrawing Child from the program. If Parent fails to provide two weeks' written notice, Parent will be charged for two weeks of care, even though Child is no longer in the program.

7. TERMINATION BY PROVIDER

A. Trial Period

All families will be enrolled on a trial period. The trial period is to determine the right placement for your child. During this trial period either party (parent or provider) has the right to terminate care without notice. Your trial period is two weeks from first day of care. Please make a note of this day. After the trial period, termination notice must be given. The parent will be responsible for payment for days the child attended during the trial period.

B. Two-Weeks' Notice

Provider may terminate Child's enrollment in the family day care home effective upon two weeks' notice to Parent, for any reason.

If Provider's two-week notice of termination occurs in the midst of a longer pre-paid payment period, a pro-rated amount will be refunded to Parent after first deducting any outstanding charges owed.

C. Immediate Termination

Provider may terminate Child's enrollment in Provider's program effective immediately, if any of the following conditions arise:

- (1) In the sole judgment of Provider, the Child's behavior or the Parent's behavior poses a significant threat to the physical or mental health or well-being of one or more of the other children at the family child care home, the Provider, or other persons on Provider's premises, and Provider is unable to reasonably eliminate the threat.
- (2) Any payment owed by Parent to Provider under this contract is not paid within three days after such payment is due OR constantly late more than five times in any thirty-day period;

(3) The child is picked up late more than five times in any thirty-day period.

If, pursuant to any of the reasons set forth above, Provider terminates Child's enrollment in the midst of a payment period (monthly or weekly), a pro-rated amount will be refunded to Parent after first deducting any outstanding charges owed.

8. HOLIDAYS AND PROVIDER'S SICK TIME AND VACATION

No care will be provided on the following holidays:

Day before New Year's Day
New Year's Day
Lincoln Day
Washington Day
Memorial Day
Fourth of July
Labor Day
Halloween

Day after Halloween
Veteran's Day
Thanksgiving
Day after Thanksgiving
Day before Christmas Day
Christmas Day
Martin Luther King, Jr. Day
President's Day

These holidays will be billed as though care were provided.

Provider will give Parent a minimum four weeks' notice if Provider plans a vacation. Parent will be responsible for finding alternative care during Provider's vacation, but no fee will be charged by Provider during Provider's vacation.

Provider reserves the right to take 14 personal days per year, upon reasonable notice to Parents.

In the event Provider becomes sick or has another emergency, Provider may secure a qualified substitute to care for the children enrolled in the program at Provider's home. If Provider is unable to do so, Provider will notify Parents as soon as possible that Provider will be unable to provide care that day.

If Provider closes the day care home due to illness or emergency, beyond the number of personal days described above, Provider will refund that pro rata portion of any monthly/weekly fee paid by Parent in advance for the additional days of closure.

9. DUTY TO REPORT CHILD ABUSE

Provider is a mandated reporter of suspected child abuse under the terms of the California Penal Code § 11166. Provider and its employees who have knowledge of or observe the Child, in their professional capacity or within the scope of their employment, whom Provider or the employee knows or reasonably suspects has been the victim of child abuse, have a statutory duty to report the known or suspected instance of child abuse to a child protective agency. In addition, Provider and any employees who have knowledge of or who reasonably suspect that mental suffering has been inflicted upon the Child or that his or her emotional well-being is endangered in any other way, must report the known or suspected instance of child abuse to a child protective agency.

10. GUIDELINES FOR RELEASING CHILDREN

Provider will release Child only to:

- (1) parents with legal and/or physical custody or to the Child's legal guardian;
- (2) anyone Parent or guardian has authorized by prior arrangement with Provider in writing; or
- (3) police or welfare workers with proper authorization.

Provider will not release the Child to anyone under the age of 18.

Parent must sign the Child in/out upon arrival and departure each day. Parent must not remove the Child from day care home without notifying Provider.

All persons other than parents picking up the Child will be required to provide their driver's license / ID card and will be required to sign in with Time and full signature.

11. MEALS

In order to limit time away from the children and to promote healthy eating habits, food is available only at scheduled times. Children who choose not to eat will be offered food again at the next scheduled meal or snack. Meal and snack times are planned so that no child will go more than three hours without being offered food. Scheduled meal times are 8:00-8:30, 10:00-10:30, 1:00-1:45, and 3:30-4:00. If your child is absent during a scheduled meal or snack please plan to feed him/her before he/she arrives. Although fast food is convenient, please do not bring your child with a fast food meal or drink as this undermines efforts to teach healthy habits to the children.

If your child has religious or lifestyle dietary restrictions, we will make reasonable adjustments to the menu in order to accommodate his/her needs. If a comparably priced substitution is readily available, it will be provided to all the children. However, if no comparably priced, substitution is readily available, food preferences will be accommodated on a child-by-child basis. For example, a vegetarian child may be offered meatless spaghetti sauce while the other children have meat sauce.

If you choose to provide alternative foods such as soy milk, lactose-free cheese, and the like, these must be labeled with the child's name and date opened. If you choose to send an entire meal, the meal must follow USDA requirements for child care nutrition. If your child is not able to follow the USDA child care nutrition guidelines due to special dietary needs. We are required to have a written doctor's order to follow. Please do not send gum, candy or other foods without prior arrangements.

Prior arrangements are required if you wish to send a special birthday or holiday treat. Please keep nutrition in mind when deciding on a treat. If you are unable to send a birthday treat, we will provide one so we can celebrate your child's birthday.

12. ADDITIONAL CONSIDERATIONS

A. Personal Items:

Please provide the following items:

1. Parent should provide a change of clothing for the Child. All clothing must be labeled. Provider is not responsible for soiled or lost clothing.
2. Diapers

Please do not let your child(ren) bring items from home. Center cannot be responsible for lost or damage item(s) that your child will bring from home.

B. Medications: All medication must be in the original container for Provider to dispense it. The following provisions also apply:

- i. Prescription Medication: Provider will administer prescription medication only so long as Parent has submitted to Provider (1) a signed permission form with instructions provided by parent, and (2) a prescription from the Child's doctor with required dosage and times to be administered.
- ii. Over the Counter Medication: Provider will administer over the counter medication only so long as (1) Parent has submitted the medication to Provider in the original packaging; (2) the medication is to be administered according to package instructions; and (3) Parent has completed a signed form with name of medication, dosage, and times to be given. The required dosage and times to be administered must be included in doctor's note/Parent form. "As needed" or "as directed" will not be accepted.

C. Discipline: Provider will not use any corporal punishment. If discipline is required, Provider will use redirection and/or a time-out.

D. Medical Conditions/Allergies: Parent must fill out a form provided by Provider listing Child's allergies and all medical conditions.

13. POLICIES AND PROCEDURES

Parent has seen and read the Policies and Procedures and agrees to abide by all policies and procedures.

14. MODIFICATION/AMENDMENT

Provider reserves the right to modify and/or amend this agreement upon two (2) weeks' written notice of any changes in the basic rates or services. Changes in basic rates/services do not require Parent consent, but all other changes require Parent consent.

15. ENTIRE AGREEMENT

This agreement, together with those documents specifically incorporated herein by reference, contains the entire agreement and understanding between the parties as to the subject matter hereof.

16. INVALID PROVISIONS

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Initials _____

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT.

Provider Signature

Date

Print Provider Name

Parent

Date

Print Parent's Name

Parent

Date

Print Parent's Name