

Joyful Thoughts Day

CHILD CARE PROVIDER / PARENT AGREEMENT

The provision of this agreement made on _____, between
(Today's Date)
_____, hereinafter called PARENT, and Joyful Thoughts
(Parent (s) Name)
Day Care, hereinafter called PROVIDER, is hereby agreed to, and made a part of this contract.

I agree to enroll:

Child's Name: _____	Date of Birth: _____
Child's Name: _____	Date of Birth: _____
Child's Name: _____	Date of Birth: _____
Child's Name: _____	Date of Birth: _____
Child's Name: _____	Date of Birth: _____

Family Enrollment Date: _____ Family's Last Day: _____

1. ENROLLMENT

There is a yearly registration fee of \$100.00 per child. Registration fee is due at the time of enrollment and every July after that until the child is no longer enrolled at Joyful Thoughts Daycare.

Payment for the first two weeks is due when your child is enrolled. No child will be admitted into the childcare until all enrollment paperwork has been accepted by the provider. Fees must be paid on or before the day your child starts through the next scheduled payday. Middle of the week enrollment will be prorated. If your child is enrolled in a state funded program, a written notice of Parent approved childcare hours and an updated Provider Noticed of Action with; Nunez, Barbara Family Child Care AKA: Joyful Thoughts Daycare as your approved provider, must be submitted before child enrollment date. The parent is responsible for any fees not paid by state funded programs.

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2. FEES

Weekly Full – Time Care Rates:

Infant (0-24 months): \$350.00

Preschool (2-5 years old): \$305.00

School Age (6 years old & up): \$245.00

Weekly Part – Time Care Rates:

Infant (0-24 months): \$315.00

Preschool (2-5 years old): \$260.00

School Age (6 years old & up): \$205.00

Daily Drop – In Rates (Monday – Friday):

Infant (0-24 months): \$75.00

Preschool (2-5 years old): \$65.00

School Age (6 years old & up): \$60.00

Daily Rates Weekend Care (Saturday – Sunday):

Infant (0-24 months): \$95.00

Preschool (2-5 years old): \$80.00

School Age (6 years old & up): \$70.00

Hourly Rates:

Infant (0-24 months): \$16.30

Preschool (2-5 years old): \$16.30

School Age (6 years old & up): \$16.30

Payments to Provider (Barbara Nunez) will be made in the following manner: Venmo, Cash-App, or Check payable to Joyful Thoughts Daycare.

Please Note:

**Daycare Hours: Monday – Friday 7:30AM – 4:30PM
Available 24 hours/ 7 days upon request**

Full – Time Rate is considered for weekly participants who attend up to 45 hours per week.

*Any additional hours after the 45 hours will be charged at the \$16.30 per hour rate.

Part – Time Rate is considered for weekly participants who attend less than 30 hours per week.

Daily Rates are considered for Drop –In participants who may attend for no more than 9 hours / day Monday – Friday.

Evening & Weekend Care: Evening Hours are considered from 4:30pm to 7:30am. If care is requested during evening hours there will be an up to 4-hour additional daily charge of \$16.30 per hour in addition to the weekly rate.

**All Fees & Rates are subject to changed. A written notice will be provided at the time of any change.

**Parents are responsible for any fees/rates not paid by state funded programs.

These fees are weekly fate rates whether the child attends or not. Fees are due every two weeks on Friday by 6pm and must be paid whether or not your child attends.

Healthy snacks will be provided daily. Your child must bring a healthy lunch, no candy please. Ready to eat lunches only. (Food will not be warmed up by provider)

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3. LATE PAYMENTS & RETURNED CHECKS

Fees are due in advance and payable no later than the first day of the week that your child attends. A twenty-five (\$25.00) per day fee will be assessed if your tuition is not paid on time. Your child will not be accepted until the fee is paid unless prearranged and agreed to by the Provider. A thirty-five-dollar (\$35.00) fee will be assessed if any check is dishonored. Parent loses the privilege of payment by check after the second check is not honored by the deposit agency.

PARENT INT'S _____

4. TRAIL PERIOD

The first fourteen days are probationary for the Provider, parent, and child. This agreement may be terminated at any time during that period. Otherwise, two weeks' written notice is required if the child is to be permanently removed from childcare.

PARENT INT'S _____

5. HOURS OF OPERATION

Joyful Thoughts Daycare will be open 7:30 A.M. – 4:30 P.M. Monday – Friday and 24/7 upon request (additional rates apply). Children are to arrive and be picked up between your contracted hours. All children must arrive at the daycare no later than 9:00AM. Any child that is picked up after contracted hours will be assessed a late fee of one dollar (\$1.00) for each additional minute. Fees will be paid that night or the next day before care begins for the child. Failure to pay late fees will result in immediate termination of the child from the childcare. Changes in contracted hours must be pre-approved by the provider and are decided on a case-by –case basis.

If your child will be out for the day, the Provider must be notified on or before that day of being absent. This ensures that everyone is aware of the child's whereabouts and safety.

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6. PARENT VACATION

If a parent intends to withdraw child from childcare for a vacation, two weeks prior notice must be given to Provider. One half of your child's full-time tuition will be charged while you are on vacation (payable in advance). This will hold your child's position until you return. Two full weeks are allowable under this condition. Any time over the two weeks will be charged the full rate. The two weeks may be taken anytime during the fiscal yearly period of July 1, 2021 – July 1, 2022. Parents cannot schedule their vacation at the same time as the Provider's vacation.

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7. PROVIDER'S PAID HOILDAYS & VACATION

Paid Holidays & Vacation on which the childcare will be closed:

- Independence Day: (July 4, 2023)
- Labor Day: (September 4, 2023)
- Veterans Day: (November 11, 2023)
- Thanksgiving Day and the Following Friday: (November 23, 2023 & November 24, 2023)
- December/ January Closed for Vacation & Holidays: (December 18, 2023 – January 1, 2024)
- Martin Luther King Jr. Day: (January 15, 2024)
- Presidents Day: (February 19, 2024)
- Good Friday & Easter: (March 29, 2024 & April 1, 2024)
- Memorial Day: (May 27, 2024)
- Juneteenth: (June 19, 2024)

Families on a state funded program must pay any fees not covered by the program during that time.

When Providers' paid holiday falls on a Saturday, the childcare will be closed on the proceeding Friday. When the paid holiday falls on a Sunday, the childcare will be closed on the following Monday. Yearly calendars will be provided with dates of predetermined closers.

The Provider will take a two-week paid vacation anytime per year. Parents will pay at their full-time rate for this period. Any additional vacation days taken by the Provider will be at no charge to parents. Two sick days & conference days can be included as paid holidays. Vacation days may be split up or consecutive according to provider's needs. Parents cannot schedule their two weeks' vacation at the same time as Provider's vacation. Parent will receive advance notice when provider intends to take her vacation.

In case of emergency, pandemic or illness of Provider or Child, parents should be prepared with their own back up care. Childcare rates will still apply during the time of closure.

If the Provider needs to be absent from the childcare, other than vacation, provider will provide another qualified responsible adult in her absence.

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8. ILLNESS

If a child becomes ill or contracts a contagious disease endangering the health of the other children, it will be necessary for the parent to make other arrangements for alternate childcare. Parents are required to call the childcare on or before the day of absence. COVID -19 regulations and policies are provided on a separate page attached.

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9. TRANSPORTING CHILD/ TRIPS

At times, we may plan a field trip, or it may be necessary for me to transport your child by car. A permission form is provided upon enrollment. All traffic and safety laws will be followed. No child will ever be left unattended in a vehicle. Also, because this business is run out of my home, it may be necessary to run errands with the children. Parents will be notified at drop off time or with a phone call if requested. If Provider does not have parent's permission to transport your child, you are expected to pick up your child immediately and make alternate childcare arrangements for that day.

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10. TERMINATION OF CONTRACT

Other than the exception noted in the agreement, two weeks' notice is required when a child is permanently leaving the childcare. Two weeks' fees will be accepted in lieu of two weeks' notice. Except in the case of intolerant misconduct on the part of parent or child, provider will also tender two weeks' notice prior to termination of care. Provider also has the right to suspend a child from the childcare, for up to two weeks with full time pay, for intolerant misconduct (destruction of property, physical attacks on other children or Provider, malicious behavior, custody issues, etc.).

PARENT INT'S _____

11. DAMAGES

Parents are responsible for reimbursement of any damage caused by their child that is over ten dollars (\$10.00). Any child that removes anything from the childcare without permission will be subjected to dismissal.

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12. REGULATIONS

The law of the State of California shall govern all questions relative to the interpretation and construction of this agreement and to the performance hereof. In the event that one or more of the provisions or part of a provision contained in the agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of the agreement, but this agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid. Legal and enforceable to the maximum extent permitted.

This agreement shall not be specifically construed against or in favor of any party to agreement by virtue of its participation in the drafting of this agreement.

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13. ATTORNEY FEES

If any party hereto brings legal actions to enforce the term hereof, the party in whose favor final judgment is entered shall not be responsible for attorney's fees and cost for trial and appeal, if necessary.

PARENT INT'S _____

14. CONTRACT CHANGES

The provider will give notice prior to any significant changes in this agreement and will request a new contract to be signed if necessary. The provider will ask that a new contract be signed yearly.

PARENT INT'S _____

15. PARENTS RESPONSIBILITIES

Parents are responsible for providing the following for each child:

- Diapers, baby wipes, special creams & ointments
- Sunscreen
- Bottles, Reusable water Bottle, lunch bag, & Ice packs
- A blanket & crib sheets for nap time
- A complete extra change of clothing (labeled with child's name or initials)

I HAVE READ THE "PROVIDER/ PARENT AGREEMENT "AND AGREE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

Parent Signature

Date

Parent Signature

Date

Provider Signature

Date