

Amphy Family Childcare Agreement/Contract.

Family Name: _____

The following Agreement shall become effective on _____ and is made by and between:

Amphy Childcare: Located at: *We choose to keep our locations private until scheduled interview sessions Your CA ID is required and subject to background review of public records prior to interview appt. We are in Fontana CA. Now servicing nearby cities (North Ontario, Rancho Cucamonga, Rialto, Upland Ph: 909-401-1759 www.amphyfamilychildcare.org * For safety purposes, location is given upon first consultation meeting.

Hereinafter referred to as the 'Childcare Provider' and Parent/Guardian Name(s):

_____ ****Fill out Completely****

Parent or Guardian Full Name:

Relationship:

Photo ID:

Home Address:

Home Phone:

Mobile Phone:

Email:

Place of Employment:

Work Number:

Parent or Guardian Full Name:

Relationship:

Photo ID:

Home Address:

Home Phone:

Mobile Phone:

Email:

Place of Employment:

Work Number:

The Amphy Childcare shall provide childcare for the following child(ren): **Full Name of**

Child #1:

Date of Birth:

Date of Enrollment:

Home Phone Number:

Home Address:

Child Nick Name:

Gender:

Full Name of Child #2:

Date of Birth:

Date of Enrollment:

Home Phone Number:

Home Address:

Child Nick Name:

Gender:

Full Name of Child #3:

Date of Birth:

Date of Enrollment:

Home Phone Number:

Home Address:

Child Nick Name: Gender:

_____ (Parent /
Guardian) is the primary
caregiver with whom the
children reside.

Note: A multi-child discount of 10% may apply for sibling groups of three or more. Please check with the Provider for further details upon application completion.

Therefore, the herein named Parent(s) and/or Legal Guardian(s) hereby grants the Childcare Provider the right and authority to provide Quality Childcare Services for the child(ren) pursuant to the terms and conditions contained within this Agreement, and thus all parties hereby agree as follows:

ENROLLMENT

Parents are required to ensure that all forms are completed in their entirety and returned to the Childcare Provider before the child(ren) enters the program. All forms must be renewed and completed on an annual basis to ensure that the Provider has the most accurate and up to date information on each child/family. To ensure the safety of all children(ren) and families, Parents/Guardians and Authorized adults are subject to informal background checks to include the Sex Offender Registry and Arson Databases (being on these databases may or may not exclude the person access to pick up child(ren) from the facility. Reviewed on a case-by-case basis). prior to clearance to entering the childcare property.

Children entering the program will be given a one-to-two-week(s) trial basis, during which either party may cancel participation without notice. At the end of the trial period, both the Provider and the Parent(s) or Guardian(s) will meet to discuss the child's comfort and adaptability with our program. An advance non-refundable payment for the trial period is required for the entire trial period. There is no obligation to continue in the program after the trial period has ended. Should you decide for your child(ren) to continue to participate in the program, payments are due at the beginning of the calendar week unless otherwise specified.

IN-SCHOOL CHILDCARE OPERATIONAL HOURS:

Monday thru Friday: from 8:30AM to 1:30PM
Monday thru Friday: from 4:30PM to 7:00AM

SUMMER CHILDCARE OPERATIONAL HOURS:

Monday thru Friday: from 12:00AM to 11:59PM
Saturday and Sunday: Closed unless otherwise agreed upon and Hours may vary.

Weekend Attendance: Child(ren) are subject to participate in our family religious activities and church services teaching from the Holy Bible of Christian faith. Parent(s) and Guardian(s) enrolling child(ren) in weekend attendance hereby grant Childcare Provider permission to include child(ren) in religious activities and services.

Summer Attendance: Summer weekly activities include educational field trips and activities throughout the summer. Summer rates differ from in-school rates and fees for activities are included. All activities may require separate permission slips closer to events.

Meals and Snacks

The Childcare Provider shall provide breakfast, a mid-morning snack, lunch, and a mid-afternoon snack to enrolled children enrolled during daytime hours. Children who start time from 6:00PM-7:30PM will be served dinner. All meals and snacks shall comply with the

Department of Agriculture's nutrition guidelines. It is your responsibility to notify provider of all Food

Allergies: _____.

PROVIDER VACATION, SICK TIME & HOLIDAYS

"Childcare will observe the following Holidays."

New Year's Eve
Martin Luther King, Jr. Day
Good Friday
Memorial Day

New Year's Day
Juneteenth
Labor Day
Fourth of July

_____ **Monthly:** Childcare fees to be paid on the 1st business day of each month in advance of the coming month. If the program fees are not paid by the due date, a late fee of \$50.00 per "Late Day" shall be charged. If the payment, including late charges, is not received by the 10th day of the "Late Day" period, the Provider may immediately terminate this Childcare Agreement and enrollment of the child(ren). If the child(ren) enrolls in Childcare on any day other than the first day of a month, then payment for the first month is to be prorated to cover Childcare provided for the remainder of the month and is due and payable upon the first day of enrollment.

_____ **Weekly:** Childcare fees shall be due and payable on the first day of the week, Monday (Upon Arrival), or the last business day of each week in advance of the coming week. If the program fee is not paid by the due date, a late fee of \$25.00 per "Late Day" shall be charged. If the payment (including late charges) is not received by the 2nd day of the "Late Day" period, the Provider shall immediately terminate this Childcare Agreement and enrollment of the child(ren). If the child(ren) enrolls in Childcare on any day other than on a Monday, then payment for the first week is to be prorated to cover Childcare provided for the remainder of the week and is due and payable upon the first day of enrollment.

Childcare Fees/Rates:

Full-Time: \$1275.00 per month, per child **Special Needs/Medically fragile children requiring additional care, smaller group size +\$50.00/wk.
\$350.00 per week, per child **Financial assistance is available for families that qualify. Sibling and first responders discounted rates are available upon request.

Part-time: \$600.00 per month, per child
\$150.00 per week, per child

**Considered full-me at 3 days or more per week.

**Considered part-me at 2 days or less per week.

Holidays and child absences shall be billed as if care had been provided.

Late Pick-Up & Early Drop-Off Policy and Fees

The Day Care Facility is open during the aforementioned time.

Early Drop-Off

The Childcare Provider will charge an Early Drop-off fee of **\$25.00** for every **30 minutes** that the Parent arrives prior to the agreed upon drop-off me. This fee is due and payable, in cash only, to the Childcare Provider on site at me of drop-off. **NO EXCEPTIONS!**

Late

Pick-Up

The Childcare Provider will charge a Late Pick-up fee of **\$25.00** for every **15 minutes** that the Parent is late picking up their child. This fee is due and payable, in cash only, to the Provider on site at me of late pick-up. **NO EXCEPTIONS!**

ACCEPTED PAYMENT METHOD TERMS AND POLICY

The Childcare Provider accepts the following forms of payment:

- a) Cash (US Currency Only)
- b) Subsidized Programs upon approval and review.
- c) U. S. Postal Money Order - Free
- d) American Express – Add a 1.5% processing fee.
- e) Master Card – Add a 2.5% processing fee.
- f) VISA – Add a 2.5% processing fee.
- g) CashApp, Venmo, ApplePay are subject to a 4% processing fee.
- h) Personal Checks are not accepted during the first 6 months of enrollment.

The Parent(s) or Guardian(s) shall be responsible for all fees, which may be charged by the bank, with regards to any check returned for non-sufficient funds or any payment declined due to lack of funds or credit available.

Restriction or Termination for Persistent Late or Returned Payments

The Childcare Provider reserves the right to restrict any child(ren) from attending the Childcare Program if their account becomes more than 4 days past, until such time as their account is brought up to a status.

Persistent late payments shall be considered grounds for termination of Childcare services. The Parent(s) or Guardian(s) shall be charged a "Contract Termination Fee" for non-payment. Outstanding balances will incur interest at the rate of 10% until such time as payment has been made in full, including any late fees and interest charges.

The Childcare Provider shall terminate Childcare Services for those Parents or guardians whose accounts are 15 days past due without advance notice. Parents shall be held responsible for all legal and/or collection fees (court, attorney, and collection agency fees) related to the collection of any outstanding balances.

The Child Care Provider reserves the right to report any and all delinquent account to Provider Watch at <http://www.providerwatch.com/v2/>. Provider Watch is a national childcare credit reporting agency, specifically designed for Day Care providers to complete a background check and/or report delinquent Day Care clients.

Return Check Policy

A will be assessed for each return check received from the bank for non-payment due to insufficient funds. Check payment privileges may be suspended if two or more checks are returned and may result in "Cash Only" payments for future childcare fees. Nonpayment of checks returned by the bank may result in the removal of the child(ren) from the Childcare Facility and the pursuit of legal remedies for unpaid balances.

COMMUNICATION BETWEEN PARENT(S)/ GUARDIAN(S) & PROVIDER

The Parent or Guardian herein acknowledges and agrees to notify Provider of any changes in employment and ability to pay, any absences as soon as the parent becomes aware that the child shall be unable to attend on a particular day, or any other event which may have an impact on the terms and conditions contained within this Agreement. **In addition, the Parent shall notify the Provider of any changes in their child's health and or illness immediately upon discovery.**

The Provider herein acknowledges and agrees to provide week note to Parents or Guardians of any changes to policy and procedures, any potential or schedule rate increase, any child behavior issues or discipline, anticipated Provider Vacation and Personal days and any other changes that could affect the Day Care services provided.

ATTENDANCE – SIGN IN AND SIGN OUT SHEETS

The Parent acknowledges that they received a current copy of the Parent Handbook Rules, Procedures and Code of Conduct and herein agrees to comply with all the terms and conditions of the Childcare program. Parents acknowledge and understand that their cooperation with the Childcare Provider is essential to ensure that the Childcare Provider is compensated for the care provided to the child. The Parent shall be solely responsible for drop-off and pick-up their child or planning for an authorized representative to do so.

---Parents and/or Authorized Representative shall daily sign-in and sign-out their child using the exact time the child was dropped-off and/or picked-up, accompanied by a signature.

---Parents and/or Authorized Representative shall provide specific reason for an early or late drop-off and/or an early or late pick-up.

AUTHORIZED CHILD PICK-UP

If a Parent is unable to pick-up their child, the Parent has authorized the following individuals to pick-up their child:

AUTHORIZED CHILD PICK-UP #1

Name:

Relationship:

Primary Phone:

Cell Phone:

AUTHORIZED CHILD PICK-UP #2

Name:

Relationship:

Primary Phone:

Cell Phone:

AUTHORIZED CHILD PICK-UP #3

Name:

Relationship:

Primary Phone:

Cell Phone:

PERSONS NOT AUTHORIZED TO PICK-UP CHILD

The individuals listed below are not authorized to pick-up the child(ren) at any me:

Name:

Name: Name:

If the person listed above is the biological parent, or you are separated or divorced, please provide a copy of your custody order to be kept on file at with the Day Care Provider.

ILLNESS POLICY

If your child should show any signs of an oncoming illness, please notify the provider immediately, as the Provider has the obligation to protect the other children at the Day Care facility from illness whenever possible. If you child displays any symptoms or conditions below, they should be kept home or shall be sent home if the following conditions below becomes apparent:

- Fever over 100 F
- Vomiting
- Skin rash or eruption of an unknown origin
- Persistent cough
- Heavy nasal discharge (unless related to allergy and accompanied by a doctors' note)
- Diarrhea á Pink Eye á Sore Throat á Upset Stomach á Parasites (e.g. nits, lice, crabs, scabies etc.) - Communicable diseases (e.g. chicken pox, measles, ring worm scarlet fever etc.).

A child may also be sent home when the Provider believes, in their judgment, that the child's condition poses a threat to the health or safety of other children or staff in the program. Parents of children enrolled in Day Care will be notified of any contagious illness or diseases that their child(ren) may have been exposed to.

In the event a child becomes ill at the Day Care facility, he or she will be separated from the rest of the children and the Parent will be called. The Parent, or Authorized Representative, MUST pick up the child within one hour are notification of illness. Aer one hour, the Parent will be charged any additional costs related to private or isolated care.

The child should be symptom free for 24 hours before returning to Day Care.

EMERGENCY CONTACT

It is the policy of the Childcare Provider to notify a parent when their child is ill or needs medical attention. Occasionally we are unable to reach the Parents and thus we need to contact an emergency contact person to get immediate help for the child, or to call for an ambulance if an emergency contact cannot be reached.

Please provide at least two emergency contacts, other than the parents:

EMERGENCY CONTACT #1

Name:
Relationship:
Work Phone:
Primary Phone:
Cell Phone:

EMERGENCY CONTACT #2

Name:
Relationship:
Work Phone:
Primary Phone:
Cell Phone:

EMERGENCY CONTACT #3

Name:
Relationship:
Work Phone:
Primary Phone:
Cell Phone:

PHYSICIAN AND HOSPITAL PREFERENCE

The Childcare Provider will first attempt to contact the Parent(s) or Guardian if the child(ren) becomes ill. If the Parent(s) or Guardian cannot be reached, the Childcare Provider may contact the family physician or the child's pediatrician to seek and obtain medical care for my child when deemed necessary form or at the following facility:

Physician Name:
Address:
City:
State:
Zip:
Telephone:
Hospital Preference:

Health Insurance Provider Name:
Policy Number:
Group Number:
Name of Policy Holder:

WITHDRAWAL OF CHILD BY PARENT

In the event the Parent wishes to withdraw their child from Day Care, the Parent MUST provide weeks advance written notice before withdrawing the child from the program. Should the Parent fail to provide advance written notice, the Parent will be charged for two weeks of Day Care, even though the child is no longer enrolled in the program. The deposit paid at enrollment will be applied town this amount.

TERMINATION BY PROVIDER

A. Provider Required Advance Notice

The Provider may terminate any child's enrollment upon weeks advance termination notice to the Parent for any reason. The prepaid deposit shall first be applied towards any outstanding balance on the child's account.

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

B. IMMEDIATE TERMINATION

The Provider may terminate a child's enrollment in the Day Care immediately, if any of the following conditions arise:

- (1) At the Provider's sole discretion, it is decided that the child's behavior or that of the Parent's poses a significant threat to the physical, emotional, or mental health or well-being of any of the children, staff, the program or other persons on the Provider's premises, and the Provider is unable to reasonably eliminate the threat.
- (2) Any payment owed by the Parent to Provider under this agreement is not paid within three days after final past due notice has been provided to the parent;
- (3) The child is picked up late more than five times within any thirty (30) day period.

If pursuant to any of the reasons set forth above, the Provider terminates the child's enrollment during a payment period (monthly or weekly); a pro-rated amount will be refunded to the Parent after first deducting any outstanding balances owed. The Provider will also refund the pre-paid deposit for the last weeks of attendance, after first deducting any outstanding balances that remain due and owing.

DUTY TO REPORT SUSPECTED CHILD ABUSE

The Provider is mandated by law to report any suspected cases of child abuse to the proper authorities pursuant to the terms of the Penal Code. The Provider and its employees, who have knowledge of or observe the child, in their professional capacity or within the scope of their employment, whom the 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, the Provider and any employees who have knowledge of or who reasonably suspect that mental suffering has been inflicted upon the child or that their emotional well-being may be endangered in any other way, must report the known or suspected instance of child abuse to a child protective agency.

RELEASING CHILD TO PARENT OR GUARDIAN

The Provider will release a child only to:

- (a) Parents with legal and/or primary physical custody, or to the child's legal guardian;
- (b) Anyone the Parent or guardian has authorized by way of prior written arrangement with the Provider; or
- (c) Police or welfare workers with proper documented authorization.

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

The Parent must sign the child in/out upon arrival and departure each day. The Parent must not remove the child from Day Care without notifying the Provider.

All persons, other than the parents, picking up the child shall be required to provide their driver's license or another form of government identification and will be required to sign in with me and give a full signature.

OTHER CONSIDERATIONS

A. Attire

Parents should provide age-appropriate clothing, a spare change of clothing for any child under the age of six (6); and all clothing must have the child's name on the label. The Provider shall not be responsible for any soiled or lost clothing.

B. Medications

Any medication must be in the original container for the Provider to dispense, in accordance with the following provisions:

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

C. Medical Conditions/Allergies

The Parent must fill out a form provided by the Provider listing the child's allergies and all medical conditions.

D. Discipline

The Provider will not make use of any corporeal punishment in the discipline of the children. Should discipline be required, the Provider shall use redirection and/or a me out. **DAMAGES**

All children enrolled at are expected to treat all property located at and within the facility with respect. The Parent(s) agree to pay for any accidental or willful destruction of any property located at the facility, whether said property is owned by the Provider or any other person, at the current replacement cost, if such damage and/or destruction were caused by the child.

PARENT – PROVIDER HANDBOOK

The Parent has seen and read the Parent/Provider Handbook and herein agrees to abide and comply by all the policies and procedures contained in the Parent/Provider Handbook.

MODIFICATION/AMENDMENT

The Provider reserves the right to modify and/or amend this agreement upon weeks' advance written notice of any changes in the basic rates or services; provided, however, that any changes in the government-subsidized reimbursement rates shall be effective immediately and do not require any prior notice to Parent. Changes in the basic rates and services do not require Parent consent, but all other changes require Parental consent. The Childcare Provider has the right to modify and/or amend this agreement to reflect changes in the rules and policies about, including those changes reflected in the Childcare Provider handbook.

CONSTRUCTION

Phrases and Words in this Contract shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

SEVERABILITY

If any provision, clause, sentence, section, or other part of this Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance and intend that the balance of this Agreement shall remain in full force and effect so long as the Purpose of this Agreement is not affected in any manner adverse to either party.

BINDING EFFECT

This Contract will be binding on and inure to the benefit of the pares hereto and their respective successors, heirs, legal representatives, and permitted assigns (if any). This Agreement supersedes any prior agreements between and the concerning the subject matter of this Contract.

MERGER

All prior agreements made by the pares are deemed to be merged into this Agreement.

ASSIGNMENT

No party shall assign its interest under this Agreement except that the Provider may assign its interest to an entity controlled by.

ENTIRE AGREEMENT

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

WAIVER

There is no right under this Agreement that shall be waived merely by delaying or failing to exercise or execute it. The consent to one act shall not be consent to any other or subsequent acts. Any waiver of default under this agreement must be in wring and shall not be a waiver of any other default concerning the same or any other provisions of this agreement.

GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the State of California, 2023.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT, and by signing this Agreement, all parties agree to all the above terms, conditions, and policies, including financial responsibilities for childcare provided. The Provider is responsible for providing all pares a copy of this signed Agreement.

(Childcare Provider's Signature)

(Mother/Legal Guardian Signature)

(Father/Legal Guardian Signature)