

# Agreement for Child Care

## The Names of the Parties to the Contract

This contract is between \_\_\_\_\_,  
hereinafter "client," and Primeros Pasos, LLC, hereinafter "provider," for child care  
services provided for the child(ren) listed below.

### Child Care Provider

Name of provider: Primeros Pasos  
Address: 18 Fairmount Street, San Francisco, CA 94131  
Home Phone: 415-655-9491 Cell Phone: 650-369-7867  
E-mail: [director@primerospasossf.com](mailto:director@primerospasossf.com)  
Website: [www.primerospasossf.com](http://www.primerospasossf.com)

### Client

Name of first parent/guardian: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Pager: \_\_\_\_\_  
Employer's name/address: \_\_\_\_\_

Name of second parent/guardian: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Pager: \_\_\_\_\_  
Employer's name/address: \_\_\_\_\_

### Child(ren) Covered by This Contract

1. Name of child: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
2. Name of child: \_\_\_\_\_ Date of birth: \_\_\_\_\_

## Hours of Operation

### 1. First Day of Care

- The first day of care will be \_\_\_\_\_.

### 2. Regular Hours of Care

- The hours of care will be from 8 AM to 6 PM, Monday through Friday. Late drop-offs do not allow for late pickups.
- The Provider may choose to offer early care from 7:30 – 8 a.m. for a limited number of

families should there be client demand. Early care will be provided for an additional fee.

- The child care program is open year-round, except for the holidays and vacations listed in this Agreement.
- Parents will their child in and out of the Center daily in compliance with licensing regulations.

## **Terms of Payment**

### **A. Child Care Rates and Fees**

#### **1. Regular Rate**

- Care is offered only on full day basis on a set schedule per the Primeros Pasos tuition rate schedule.
- Full time schedule is 5 days per week, Monday through Friday.
- Part time schedules are full days of care for less than 5 days per week. Two part time full day options are available: Tuesday and Thursday; and Monday, Wednesday, and Friday.
- If the client is receiving subsidy payments from a government agency, the client is responsible for paying the full amount of the fees under this contract if the government agency does not pay the provider for any reason.
- The client will be responsible for paying the normal rate during school holidays, school vacations and school natural-disaster / bad-weather closings.

#### **2. Drop-in Rate**

- The provider does not provide drop-in care.

#### **3. Family Discounts**

- There is a \$100 total monthly discount for two or more children from the same family.
- Preference for admission is given to siblings of children already in provider's care, space permitting.

#### **4. Rate Increases**

- The provider will raise her child care rates from time to time to adjust for cost of living increases and fair staff compensation.
- The provider will increase the child care rates with 30 days notice.

#### **5. Advance Payment**

- The client will pay for child care one month in advance. Fees are due on the first of

the month for the next month of care. If the first of the month falls on a weekend day, fees are due on the last business day of the month preceding. The provider will provide banking account information to allow clients to pay electronically / automatically every month.

## **6. Payment Due Date**

- Child care fees are due at pickup time on the due date for the following month's fees.

## **7. Late Payment Fees**

- If the child care fee is not paid when due, a late payment fee of \$25 per day will be added to the past due amount until it is paid.
- If the client does not make payment when due, the provider will cease to offer child care until full payment is made, including late payment fees.
- The fee for an insufficient funds check will be \$25, plus the amount of any bank charges to the provider's account.

## **8. Early Drop-off and Late Pickup Fees**

- Children should be picked up at their scheduled time, and late pick up should be considered an unusual occurrence. The client will allow enough time to arrive, pick up your child, and depart by closing time.
- The client will pay an additional fee of \$1 per minute if the child is dropped off earlier or picked up later than the time stipulated in this contract.
- All fees for early drop-off and late pickup are due at the end of that day of care.
- The provider will use the clock in the entry to determine if any early drop-off or late pickup fees apply and, if so, how much.
- The provider is not willing to provide evening care after the day program ends at 6:00 P.M.
- We do understand that special circumstances sometimes arise. If in the case of emergency you cannot pick up your child on time or send one of your emergency contacts, please notify the provider immediately.
- In the absence of contact from a parent / guardian, we will call all the numbers listed on the Emergency Contact form; please make sure these numbers are kept up to date. Child protective services will be called if we are unable to reach you or an emergency contact after two hours.
- Client agrees not to privately request any after-hours or weekend care from the center's caregivers. This is very important so that they may be well-rested for the benefit of all the children in our care during regular business hours. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive the termination of this Agreement.
- Client agrees not to privately recruit services from the center's caregivers for other employment of any kind. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive the termination of this Agreement.

## **B. Holidays, Vacations, and Absences**

### **1. Holidays**

The child care program will be closed on the following days each year:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Cesar Chavez Day (March 31)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Indigenous People's Day (second Monday in October)
- Thanksgiving Day (fourth Thursday in November)
- The day after Thanksgiving
- A half-day the afternoon of Christmas Eve Day (December 24)
- Christmas Day (December 25)
- If a holiday falls on a Saturday, the child care program will be closed the day before (Friday).
- If a holiday falls on a Sunday, the child care program will be closed the next day (Monday).

The Center may close for additional days (maximum two per calendar year) at the Director's discretion and with 2 weeks notice to the parents for Teacher in Service days for training or conferences.

- The client must pay for all paid holidays listed above, regardless of any other term in this contract.

### **2. Provider Sick/Personal Days**

- The provider will provide a substitute for her sick days.

### **3. Provider Vacations**

- The center will be closed for provider's paid vacation each calendar year as follows:
  - The last two calendar weeks of June.
  - The weekdays between Christmas Day and New Year's Day.
- The client will pay the regular fee for the provider's vacation days.

### **4. Client Vacations**

- Clients must give the provider one week's notice of the dates of their vacation.

## **5. Child Sick Days and Absences**

- The client must notify the provider by 9 a.m. whenever a child will not be coming to care due to illness or any other reason.
- The client must pay for all days when the child is sick and not in child care.

## **C. Holding Fees**

- The provider agrees to hold a space in her program until \_\_\_\_\_ for the client's child. In return, the client agrees to pay the provider \$500 during the holding period. The space is not considered held until the holding fee is paid.
- If the client decides not to enroll the child in the program before the end of the holding period, the holding fee is not refundable.
- The holding fee paid will be applied to child care fees once the child is in the program.
- The client must contact the provider two weeks before the end of the holding period to confirm that the child will begin child care as scheduled. If the provider does not receive this confirmation and is unable to reach the client within 48 hours, the provider will assume that the client has changed his/her mind and will not be enrolling the child.
- If the client already has a child in the provider's care, the client will be charged a holding fee to hold a space for a new baby / another child.

## **D. Other Fees**

### **1. Registration, Licensing, and Insurance Fees**

- The client will pay a registration fee of \$100 upon signing the contract.
- The client will pay an annual re-enrollment fee of \$100 on the anniversary of the signing of this contract.

## **2. Field Trip Fees**

- The Provider will pay any out-of-pocket costs involved with field trips, such as zoo entrance fees, community recreation center fees, and event fees.

## **3. Fees for Extra Services**

- The client will be responsible for bringing diapers, wipes and breast milk / formula to the child care program.
- The Provider will pay the fees for lessons and other special programs mutually agreed upon with Client.

# **Termination Procedure**

## **Trial Period**

- Child care will begin on \_\_\_\_\_ on a monthly schedule at regular payment rates and terms.
- The first two weeks in the child care program will be an adjustment or trial period. During this time, either the client or the provider may cancel the contract immediately, with written notice. If the contract is cancelled during this two-week trial period, the client will pay a prorated fee for the month. Payment is due for each day unless the contract is cancelled before the day begins.

## **Termination after the Trial Period**

- The client must give a four week written notice to end this contract. Payment is due for the notice period whether or not the child is brought to the provider for care during that time.
- The provider reserves the right to immediately terminate this contract without notice if the client does not make each payment in full when due.
- The provider must give a four week written notice to end this contract. Payment is due for the notice period whether or not the child is brought to the provider for care during that time.

**See signature block next page:**

## The Signatures of the Parties to the Contract

- By signing this contract, clients indicate that they have read the provider's policies and agree to follow them. The provider reserves the right to make changes to her policies and will give the client a copy of the revised policies two (2) week(s) before they go into effect.
- The person signing this contract is responsible for paying all fees due under this contract, even if the parents are divorced and have joint custody of the child.

A failure to enforce one or more terms of this contract does not waive the provider's right to enforce any other terms of this contract.

\_\_\_\_\_  
Parent or legal guardian's signature

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Parent or legal guardian's signature

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Co-signer's signature

\_\_\_\_\_  
Date of signature

A co-signer is required if the client is under the age of 18. The co-signer guarantees the contract and agrees to be responsible for all its financial terms if the client fails to pay the provider.

\_\_\_\_\_  
Provider's signature

\_\_\_\_\_  
Date of signature