

**Helping Hands Childcare  
Parent & Provider Contract Agreement**

THIS AGREEMENT is entered as of \_\_\_\_\_ day of the month \_\_\_\_\_ of the year \_\_\_\_\_, by and between Marina V. Valenzuela, of Helping Hands Childcare (hereinafter referred to as "provider") and \_\_\_\_\_ (hereinafter referred to as "client"). This is a legal and binding contract. The following contract contains regulations, policies, and procedures governed by Helping Hands Childcare. It is the parent's responsibility to read this contract completely before signing. It is the parents' responsibility to abide by all contractual agreements as stipulated in this contract. By signing each section the client agrees that the client has read and understands each term.

Before child care services can be rendered this contract must be signed and completely filled out as required then returned to the provider along with all forms and supplies required. All forms and supplies must be submitted before the child can attend child care.

**Child Care Provider**

Marina V. Valenzuela  
Helping Hands Childcare LIC#566213287  
1225 Nilgai Pl., Ventura, CA 93003  
(805) 323-6860  
[HelpingHands@Daycare.com](mailto:HelpingHands@Daycare.com)  
[myhelpinghandschildcare.webs.com](http://myhelpinghandschildcare.webs.com)

**Client(s)**

Name of First Parent/Guardian: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_  
Employer Name/Address: \_\_\_\_\_  
Work Schedule: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Name of Second Parent/Guardian: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_  
Employer Name/Address: \_\_\_\_\_  
Work Schedule: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Child Covered By This Contract**

This agreement contains the terms agreed upon between the provider and the client for the care of the child listed below.

Name of child: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

First Day of Enrollment: _____	Last Day of Enrollment: _____
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**ITEM ONE: Helping Hands Childcare Policy Handbook**

This portion of the contract pertains to the policies set forth in the Helping Hands Policy Handbook, A Parent's Guide to Program Policies governed by Helping Hands Childcare. It is the client's responsibility to read the policy handbook completely before signing. It is the client's responsibility to abide by all of the policies stipulated in the Helping Hands Childcare Policy Handbook in conjunction to this contract.

**ITEM ONE AGREEMENT**

I, the client, understand the terms and conditions under item one. I have read the terms and agree to these terms.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**ITEM TWO: Operating Hours, Contracted Schedule, General Services**

**1. Operating Hours**

- a) Helping Hands Childcare does not have standard operating hours.

**2. Contracted Schedule**

- a) Each individual client will have their needs discussed and a contracted schedule will be set on the Contracted Schedule form.
- b) Changes to the clients' schedule must be requested with a minimum of two weeks' notice in advance by filling out a new Contracted Schedule form and are subject to the Provider's ability to meet the clients' new needs.
- c) Child care services will be provided only during each client's most currently approved Contracted Schedule hours.
- d) No child will be accepted earlier or later than the Contracted Schedule hours of care unless prior arrangements have been made and agreed upon by the Provider.
- e) Late arrivals do not allow for late pickups and scheduled missed days cannot be switched for unscheduled days.
- f) Child care will not start before 7:00 a.m. or after 6:00 p.m. without the Provider's approval. Additional fees will apply.

**3. General Services**

- a) **Full-Time:** Full-time care is defined as a minimum of four (4) days a week with a maximum of fifty (50) hours a week and a maximum of ten (10) hours per day.
- b) **Part-Time:** Part-time is defined as three (3) or less days a week, a maximum of 30 hours per week and a maximum of ten (10) hours per day. There is a minimum of two (2) days a week for part-time care.
- c) **Drop-In Child Care:** Child care offered on a day-by-day basis for clients who are not enrolled under a full or part-time contract. There is a minimum of four (4) hours per day for drop-in care.
- d) **Before/After Hours Child Care:** Child care offered before 7:00 a.m. or after 6:00 p.m. Monday through Friday is considered before/after hours child care and is subject to Provider approval. Additional fees will apply.
- e) **Weekend Child Care:** Child care offered on Saturdays and Sundays is considered Weekend child care and is subject to Provider approval. Additional fees will apply. There is a minimum of four (4) hours per day for weekend care.

- f) **Overnight Child Care:** Child care which extends past 10:00 p.m. from one day into the following day is considered overnight child care and is subject to Provider approval. Additional fees will apply.
4. **Reservations for Drop-In, Before/After Hours, Weekend and Overnight Child Care**
    - a) Reservations must be made in writing and must be approved by the childcare provider. Emails and texts are accepted as a form of written notice.
    - b) Reservations are offered on a first-pay-first-serve basis therefore the first client to pay for the reservation will be given priority. Requests must be paid in full to be considered reserved.
    - c) Once a reservation has been made and paid for the parent is required to adhere to the reserved time slot.
    - d) The client is responsible for payment of the full amount of child care hours requested even if the child does not attend for the entire time, unless the client modifies the pre-arranged time. Late arrivals do not allow for late-pick-ups.
    - e) All payments for drop-in, before/after hours, weekend and overnight childcare are non-refundable.
  5. **Modifications to Drop-In, Before/After Hours, Weekend and Overnight Child Care Reservations**
    - a) Any changes to a scheduled reservation must be made in writing with a minimum of twenty four (24) hours' notice from the start-time of the reservation. If less than twenty four (24) hours' notice is given when modifying a reservation then a \$10.00 fee per child will be added. Modifying a reservation will not be allowed if it is past the scheduled reservation time.
    - b) Modifying a reservation to a different date can only be done once otherwise payment is lost.
    - c) All modifications to reservations must be made in writing and must be approved by the childcare provider and are subject to availability. Emails and texts are accepted as a form of written notice.
  6. **Cancellations to Drop-In, Before/After Hours, Weekend and Overnight Child Care Reservations**
    - a) The client must give a written notice with a minimum of twenty four (24) hours' notice from the start-time of the scheduled reservation to cancel. No refunds are given for cancellations.
    - b) Email and texts are accepted as a form of cancellation of a reservation.

**ITEM TWO AGREEMENT**

I, the client, understand the terms and conditions under item TWO. I have read the terms and agree to these terms.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**ITEM THREE: Terms of Payment and Fees**

**1. Child Care Fee Agreement**

- a. The child care rate for the child stated in this contract will be listed on the signed Contracted Schedule agreement.
- b. If the client is receiving subsidized assistance from a government agency, the client is responsible for paying the full amount of any fees under this contract that the government agency does not pay the provider.

If the client is on an alternate payment program please list the name of your caseworker, contact number and name of the agency here:

Caseworker: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Agency: \_\_\_\_\_

**2. Two Week Deposit**

- a. Before child care will commence the client is required to give a non-refundable two (2) week deposit equivalent to that of two (2) weeks tuition payment. This deposit will be used to pay for the final two weeks of child care upon termination willing that a proper notice of termination is given.  
Please review your handbook for the details of what defines a proper notice of termination.

\$ \_\_\_\_\_ paid on Date: \_\_\_\_\_ Balance: \_\_\_\_\_  
\$ \_\_\_\_\_ paid on Date: \_\_\_\_\_ Balance: \_\_\_\_\_  
\$ \_\_\_\_\_ paid on Date: \_\_\_\_\_ Balance: \_\_\_\_\_  
\$ \_\_\_\_\_ paid on Date: \_\_\_\_\_ Balance: \_\_\_\_\_  
\$ \_\_\_\_\_ paid on Date: \_\_\_\_\_ Balance: \_\_\_\_\_  
\$ \_\_\_\_\_ paid on Date: \_\_\_\_\_ Balance: \_\_\_\_\_  
 Deposit paid in full. Provider Initials: \_\_\_\_\_ Client Initials: \_\_\_\_\_

**3. Child Care Rates**

- a. The rates for child care services are listed on the Rates and Fees sheet included in the client's Parent Packet. Additional updated rate sheets can be downloaded from the Helping Hands Childcare website.
- b. The provider may raise the child care rate yearly but not more than once a year and will give a minimum of two weeks' notice in writing.

**4. Payment**

- a. Child care tuition fees for full-time and part-time clients are due and payable on the child's last day of attendance for the week and no later than the scheduled pick-up time.
- b. Payments are paid in advance and will cover the following week of child care.
- c. Payments for fees are accepted as cash, personal check, credit card, debit card, electronic payments and subsidy.

- d. Fees are charged by the week and are based solely on enrollment, not on attendance. There are no deductions in fees regardless of whether a child is present or not. Fees are paid 52 weeks in a year.

**5. Additional Fees**

- a. Late Payments
  - i. If payments are not paid in full when due, a late payment fee of \$10.00 per calendar day will be added to the amount until it is paid in full, this includes days that fall on weekends.
  - ii. If payments are not received when due, child care services will be suspended until full payment is made, which includes late payment and other fees.
  - iii. Payment will still be owed for any days that the child does not attend due to failure of payment of fees.
- b. Returned Payment Fees
  - i. The fee for non-sufficient funds or stopped payment checks is \$35.00 plus the amount of any bank charges to the provider's account, if any.
  - ii. All clients are allowed one non-sufficient funds or stopped payment check. After that personal checks will not be accepted from the family.
- c. Early Drop-Off and Late Pick-Up Fees
  - i. A fee of \$6.00 per every 15 minutes, or fraction thereof, will be added to the clients account for any unscheduled drop-offs made before the clients scheduled drop-off time or for any pick-ups made after the client's scheduled pick-up time. The daycare clock will be used to determine the time.
  - ii. All early drop-off and late pick-up fees are due no later than the clients's next scheduled drop-off.

**ITEM THREE AGREEMENT**

I, the client, understand the terms and conditions under item THREE. I have read the terms and agree to these terms.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**ITEM FOUR: Holidays, Vacation, Personal Days & Attendance**

**1. Holidays**

- a. Helping Hands Childcare is open year-round, except for the holidays, days and vacations as stipulated in this contract, Holiday Schedule and in the Policy Handbook.
- b. Holidays are included in your weekly tuition rate and are paid. There are no deductions in child care tuition fees for these days.

**2. Provider Sick, Personal Days & Vacations**

- a. Helping Hands Childcare may close for vacations, illness and other personal days.

- b. If the provider cannot make a substitute available for child care for these closings then payment for these closures will not be expected.

**3. Child Absences**

- a. The client must pay for all days when the child is absent from daycare due to any reason. Failure to pay child care fees will result in late payment fees and child care services can be suspended and/or forfeited.
- b. If the child will be late or absent the client is required to inform the provider before the scheduled drop-off time.
- c. A two (2) weeks' written notice must be given if the parent is planning a vacation or going on leave and the child will be absent.

**ITEM FOUR AGREEMENT**

I, the client, understand the terms and conditions under item FOUR. I have read the terms and agree to these terms.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**ITEM FIVE: Illness Policy**

1. Helping Hands Childcare is a well-child daycare. Children with contagious illnesses are not allowed at daycare at any time as per licensing regulations. There are no deductions for fees if a child is absent due to illnesses. Refer to the policy handbook for a complete list of symptoms for exclusion.
  - a. If a sick child is kept at home while sick the child must then be symptom free and medication free for twenty four (24) hours before returning to daycare.
  - b. If a child is sent home sick from the daycare the child is then required to be symptom free for forty eight (48) hours without the aid of medication.
  - c. The provider will determine whether a child is well enough to attend daycare.
  - d. The provider does not administer any type of medication at daycare.
  - e. If a child is on any type of fever reducer or pain reliever the child is required to stay home until the child is medication free for twenty-four (24) hours.
  
2. **Immunizations**
  - a. All children must have their immunizations up to date before entering the daycare. The client is responsible for keeping these immunizations up to date at all times. A copy of the child's yellow immunization card must be made available to the provider each time that the child gets vaccinated.
  - b. Children given immunizations must be excluded from daycare for a full forty-eight (48) hours.

**ITEM FIVE AGREEMENT**

I, the client, understand the terms and conditions under item FIVE. I have read the terms and agree to these terms.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sign: \_\_\_\_\_ Date: \_\_\_\_\_

## ITEM SIX: Termination Procedure

### 1. Client Withdrawal

- a. The first initial two (2) weeks of child care is a trial period. During the trial period the client and/or the provider may terminate the agreement at any time without notice.
  - i. Failure to attend child care without notice when scheduled during the first initial two weeks of child care is considered a client termination of this contract.
- b. After the initial two (2) week trial period the client is required to complete and return a Parent Withdrawal Form with a minimum of a two (2) week notice to end this contract.
  - i. Payment is required for the final two (2) weeks' termination period whether the child attends the daycare program or not.
  - ii. The two week deposit that the client pays upon enrollment will be used toward payment for the final two weeks of childcare willing that a proper notice of termination notice is given.
- c. Notices of termination are only accepted on Fridays and cannot be given on days that the daycare is closed.
- d. The final two weeks of child care cannot overlap onto days that the daycare is already scheduled to close such as the childcare provider's vacation.

### 2. Provider Termination

- a. The provider reserves the right to terminate this contract at will without notice. Examples may include, but are not limited to, the following reasons:
  - i. Deliberate disrespectful behavior, physical and/or verbal abuse to others, property and/or provider or damage to furnishings or other belongings by a child, client or other persons responsible for the child.
  - ii. Non-payment or late payments of tuition and/or fees.
  - iii. Repeated unapproved late pick up, early drop-off or no shows.
  - iv. A breach of contract by the client by failing to comply with any of the policies set forth in this contract and in the policy handbook.
  - v. Contesting and/or attempting to negotiate the fees, contract and/or policies.
  - vi. Failure to complete and return ant required forms by their required due date.
  - vii. The child is not adjusting properly to the environment and the provider believes that it is harmful for the child to continue to attend.
  - viii. Lack of parental cooperation.
  - ix. The inability to meet a child's needs without additional staff, equipment and/or remodeling of the daycare property.
  - x. Serious illness of child or provider.
  - xi. Disregarding privacy rules.

- xii. Intentionally or frequently bringing a sick child to daycare.
  - xiii. Bringing a child to daycare after administering fever or pain medication.
  - xiv. The child stated in this contract shows behavior that may pose a risk to the safety of the other children, the provider, the provider's family, or the child itself.
  - xv. Any behavior by the client that may pose a risk to the safety of the other children, the provider, the provider's family, or to the client themselves.
  - xvi. If a child is absent for (5) days in a row without any communication.
  - xvii. Scheduling conflicts.
- b. Under other circumstances the provider will give a minimum of two (2) weeks' notice in writing should the provider wish to terminate the contract.

**ITEM SIX AGREEMENT**

I, the client, understand the terms and conditions under item SIX. I have read the terms and agree to these terms.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**ITEM SEVEN: Agreement of These Terms and Conditions**

By signing this contract I, the client, indicate that I have read, understand and agree to follow the provider's contract and policies as stipulated in this contract and Helping Hands Childcare Policy Handbook Parent's Guide and I understand that this is a legal and binding contract between me and Marina Vanessa Valenzuela of Helping Hands Childcare. I understand that the provider reserves the right to make changes to the contract or policy two weeks before they go into effect unless the state's policies change in which case the policy will come into effect immediately. By signing this contract I agree to all fee's and stipulations. I understand that I am signing a legal document. I understand that a waiver of any provision of this agreement does not constitute the waiver of any other provision in this contract or policy handbook.

Parent/Guardian Print Name	Parent/Guardian Signature	Date
Parent/Guardian Print Name	Parent/Guardian Signature	Date
<u>Marina Vanessa Valenzuela</u> Provider Print Name	Provider Signature	Date