



## LITTLE DIAMONDS DAYCARE

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### CHILD CARE POLICY

I agree and understand that before my child/children are left in care at the facility, all paperwork must be completed, signed, and returned to the Director on or before your child's first day.

Little Diamonds Daycare is prepared to give quality service and to be open during the entire year except for specified holidays, vacation, and or sick days. When a child is absent for **any reason**: illness, vacation, visiting relatives, etc. there will be no credit against the due or paid amount.

There will be an annual registration fee of \$50 per child (non-refundable) due prior to your child/children being enrolled at our facility. The beginning of each new year, you will need to renew your annual registration fee as well as complete any updates to your enrollment files.

There will be no verbal modifications or representatives except as expressed herein by writing, recognized by this agreement.

#### FEES:

- A. Enrollment fees must be paid prior to first day on premises.
- B. Fees are to be paid by Thursday in advance for the following week.
- C. Fees that are agreed upon by child care provider and parents, will be paid in the event of your child's absence.
- D. Parents will be charged a late fee in the amount of \$10. Additional charges will apply every twenty (20) minutes after the agreed pick-up time.
- E. There will be a \$50 charge for all checks that are returned NSF (non sufficient funds).
- F. Children who are not potty trained can be trained for an additional charge of \$10 per week.

### **WITHDRAWAL BY PARENTS**

There must be a two-week written notice when child care services are terminated; regular fees will be charged without a written notice.

If your child is withdrawn without two-week's notice, parents agree to pay the amount listed under total amount of weekly fees.

### **ILLNESS**

Provider reserves the right not to provide care for a child who is, in provider sole judgement, ill or contagious, i.e., the child care provider feels it would jeopardize the health of other children begin cared for.

If your child/children become ill while he/she is receiving service on the child care premises, the parent/guardian will be notified first. Child must be picked up by Parents/Emergency Guardian within 2 hours of notification.

### **ABSENCE/VACATION POLICY**

The full fee will be charged for all absences regardless of the child attends or not. Our fees are based on enrollment, not attendance. The vacation period is for two weeks. Payment of this fee will guarantee your child's space when he/she returns from vacation. If your child will be on vacation longer than two-weeks, the Director must be notified and your regular weekly child care fee must be paid in full by the third week. If the vacation fee is not paid and there is a slot available when your child returns, he/she will not be admitted until all fees are paid in full.

### **GUIDELINES FOR RELEASING CHILDREN**

Provider will release child only:

- A. To parent with legal custody or the child's legal guardian
- B. To the custodial parent, guardian, or person authorized by prior agreement
- C. To police or welfare worker with proper authorization
- D. **Picture I.D. will be required** for the safety of your child/children

## **BEHAVIOR**

Your child/children must follow all rules of the Child Care Facility. Parents are encouraged to help enforce the following:

- A. No hitting, kicking, or biting
- B. No name calling, teasing, talking back, bullying, or foul language
- C. No destruction of toys, furniture or equipment

PARENTS: PLEASE NOTE THAT YOU WILL BE LIABLE FOR ANY ITEMS DESTROYED (SEE UNDER CANCELLATION BY PROVIDER).

## **CANCELLATION BY PROVIDER**

PROVIDER RESERVES THE RIGHT TO CANCEL CONTRACT AT ANYTIME.

**IMMEDIATE CANCELLATION:** PROVIDER MAY TERMINATE THE CHILD'S ENROLLMENT IN CHILD CARE PROGRAM EFFECTIVE IMMEDIATELY UPON WRITTEN NOTICE TO PARENT OF SUCH TERMINATION, IF ANY OF THE FOLLOWING ARISE:

- A. In the safety and sole judgment of the provider, determines that it does not meet the development of special needs of the child. The safety of all the children must be protected and behavior like constant pushing, throwing things, hitting and biting, destruction of property will not be tolerated or allowed for the safety of the other children and is grounds for immediate termination of care and contract.
- B. In the sole judgment of provider, child's behavior threatens the physical and mental health or well-being of one or more of the other children in care.
- C. Any payment owed by parent to provider is not paid within seven (7) days after such payment is due.
- D. Child is picked up three (3) times late after scheduled hours of care.
- E. Child evidences obvious symptoms of illness, including but not limited to runny nose, fever above 100.2, vomiting, when brought to the facility.
- F. Parent failed to pick-up child when notified of illness or any other urgent matter within a timely manner.

If child's enrollment is terminated midweek, pursuant to any of the reasons set forth above, I will refund a portion of the weekly fee paid by parent in advance for such week, prorated on a daily basis for the remainder of less amount owed to provider by parent.

## **MEDICATION**

If medication must be given to your child, you must follow the guidelines listed or no medication will be administered, and your child will not be allowed to attend child care:

- A. Parents must sign a medical permission slip giving provider permission to give child medication.
- B. Medication must be in its original container.

## **SPECIAL NEEDS ADJUSTMENT FACTOR**

Assembly Bill 2698 allows child care providers to receive an additional adjustment, to reflect the additional time and expense of serving children meeting special criteria. This adjustment factor will be applied to a child's reported days of enrollment. The effect of these adjustment factors are increased reimbursement to the account for the additional cost of serving eligible children. Documentation from the parent/guardian of specific health, cognitive, or developmental needs about which the provider should know shall be provided by the parent.

## **DRESS CODE**

Your child/children must be fully dressed upon his/her arrival to the Child Care Site. If your child is not fully dressed he/she will not be permitted on the premises.

## **HOLIDAYS AND PROVIDER VACATION**

No care will be provided during (10) paid 'Non-Operational' days per year (subject to change at providers discretion). These days will be billed as though child care were provided:

Memorial Day

4<sup>th</sup> of July

Labor Day

Thanksgiving Day

Christmas Day

(5 Vacation - Paid Non-Operational Days to be used at Provider's discretion)

## **MEALS PROVIDED**

Breakfast

Lunch

Two Snacks

Dinner

## **BASIC RULES**

1. Children should be dressed for daily activities when they arrive.
2. Parents will be responsible for damage to equipment.
3. Each child will need to leave two complete changes of clothing.
4. All clothes and bottles should be labeled properly with child's name in marker.
5. Infants must have enough supplies to carry them through the full week: disposable diapers, bottles, baby wipes, baby food and formula.
6. All children must wear toe in shoes at all times for their safety.
7. All medication must be in its original container in order to dispense to child.
8. Children must not bring toys, junk food or money to day care.
9. Parents must notify provider immediately if business/home/cell number has changed.
10. Children are no brought to child care facility if they have a temperature of 100.2 and above, sick with a virus (cold) or communicable disease such as mumps, measles, chicken pox, coronavirus, or diarrhea.
11. Parents are expected to show record of current immunization records or note from doctor indicating that they are allergic to immunizations.
12. All children will need to be signed in and out every day. (Very Important)

## **SAFETY AND PROTECTION**

We understand that child care is a necessity for most working families and please be assured that our facility and employees have successfully passed a back-ground check, well-trained, and meet health and safety standards regulated by the Community Care Licensing department of the State of California. We thank you choosing us among other child care providers, and we will continue to provide safe, high-quality child care to ensure the health, safety, and protection of your child/children while in our care.

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

This contract must be completed before your child/children's first day with our facility. This contract will be updated each year, so parent(s) and provider can stay abreast of what is expected.

I have read and discussed this contract with the facility and understand the rules, guidelines, policies, and procedures which are applicable to my child/children participating in the child care program. I will also comply with all the rules and responsibilities stated in this contract.

## **Indemnity Agreement**

1. **ACKNOWLEDGEMENT OF RISK:** I (the "INDEMNIFIER") understand and acknowledge the risks and dangers associated with my child's participation in the programs and services offered. These risks include, but are not limited to, the following: the dangers of falling off playground equipment, collision with other children, aggression by other children, choking, and other danger associated with the facility, active play, and/or the equipment or materials at the facility.
2. **INDEMNIFICATION:** I agree to HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY the PROVIDER and its owner/operators, affiliates, employees, successors, assigns and agents (hereinafter referred to as the "INDEMNITIES"), for any liability, claim, suit, expenses, overpayment, or loss arising from my child's participation in the providers programs, including those claims based on any INDEMNITIES alleged or actual negligence. I acknowledge and agree that I am freely and expressly assuming any and all risks of property damage, or personal injury resulting from my child's participation in the providers programs.
3. **SEVERABILITY:** If any parts of this Agreement shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
4. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the INDEMNIFIER and the INDEMNITIES and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either the INDEMNITIES or the INDEMNIFIER to enforce any provisions of this Agreement shall not be deemed a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**AUTHORIZATION TO ADMINISTER MEDICAL CARE:** I authorize any owner/operator or employee of Little Diamonds Daycare, LLC to administer first aid or CPR to my child if, in the opinion of the owner/operator or employee, professional medical care is needed for the child. My child will be accompanied by a designated employee according to the policy. Contacts will be made to the parent/guardian or authorized persons. Information from my child's records at the facility will be used to obtain necessary medical information. I agree to pay all costs associated with such medical care and related transportation for my child and INDEMNIFY and HOLD HARMLESS the INDEMNITIES from any cost incurred therein.