

Tender Touch Daycare
Group Family Daycare Contract Agreement

This contract is made between Gloria Nunez, hereinafter referred to as the "Provider," and _____, hereinafter referred to as the "Parent/Guardian," for the care of _____, hereinafter referred to as the "Child." Both parties agree to the following terms and conditions regarding the care and education of the child at Gloria Nunez's daycare facility.

I. Licensing Information

1. The Provider is licensed by the New York State Department of Health and Mental Hygiene to operate a Group Family Day Care Home.
 2. The daycare adheres to all regulations outlined by the Office of Children and Family Services (OCFS) and all applicable laws, ensuring the health, safety, and well-being of the children in its care. The daycare follows all OCFS regulations as outlined in NYCRR Title 18, Part 416.
 - a. License Number: 72557GFDC
 - b. License Expiration Date: 7/25/2027
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II. Childcare Provider Qualifications

1. All staff are trained in early childhood education and certified in CPR and First Aid.
 2. Background checks and fingerprinting are completed for all staff.
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III. Hours of Operation

1. The daycare operates Monday through Friday.
 - a. Opening Time: **8 AM**
 - b. Closing Time: **5 PM**
2. Parents/Guardians are encouraged to pick up their child 10 minutes prior to closing time.
3. Late pick-up fees apply after 5 PM.
 - a. For the first 10 minutes after 5 PM: \$2 per minute.
 - i. **5:01 PM to 5:10 PM:** \$2 to \$20 late fee
 - b. After the first 10 minutes (from 5:10 PM onward): \$5 per half-hour.
 - i. **5:11 PM to 5:30 PM:** \$25 late fee
 - ii. **5:31 PM to 6:00 PM:** \$30 late fee
4. The daycare closes promptly at 5 PM. Recurring lateness beyond the designated pick-up time may result in termination of care, regardless of any late fees paid.
5. We understand that emergencies can happen. Please inform us in advance if you anticipate being late, and we can discuss possible flexibility.

IV. Absences and Late Arrival

1. Parents/Guardians must notify the Provider via call or text message of any absences or late arrivals by 9:30 AM on the day of care.
 2. If the Provider does not receive notification by 9:30 AM, they may refuse care for the day.
 3. For planned absences, please notify the Provider at least 24 hours in advance.
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V. Daycare Fees and Payment Terms

1. Tuition fees are to be made payable weekly.
 - a. Children under 2 years old: **\$400** per week
 - b. Children 2 years old: **\$350** per week
 - c. Children aged 3-5 years old: **\$325** per week
 - d. Children aged 6-12 years old: **\$289** per week
 - e. Children with a Special Needs Health Care Plan: **\$450** per week
 2. Accepted payment methods are cash or voucher.
 3. Payment is due at the beginning of each week of care, regardless of attendance.
 - a. This includes any absences due to illness, holiday closures, or vacations.
 - b. To ensure continued enrollment and secure the child's spot upon return, payment must be made before any planned absence.
 3. For planned extended absences, the following prorated fee structure applies:
 - a. **First Week:** Full tuition fee (e.g., \$350).
 - b. **Second Week:** Half tuition fee (e.g., \$175).
 - c. **Weeks 3-4:** 25% of the regular tuition fee per week (e.g., \$87.50 per week).
 - d. **Weeks 5 and beyond:** 10% of the regular tuition fee per week (e.g., \$35 per week).
 4. The tuition fee is not based on hours but rather on securing the child's place and ensuring the daycare's consistent operation.
 - a. Delayed or missed payments can jeopardize the daycare's ability to stay open and provide necessary services.
 - b. Failure to make timely payments may result in the loss of the child's spot and possible termination of care services.
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VI. Health and Safety Policies

1. The Provider complies with all OCFS health and safety regulations. The Provider will maintain a record and logs for:
 - a. Daily Health Checks: Recording observations of children's health each day.
 - b. Incident Reports: Noting any accidents, injuries, or unusual occurrences.
 - c. Fire Drills: Recording dates and details of fire drills conducted.
 - d. Shelter Drills: Documenting dates and details of shelter drills conducted.
 - e. Medication Administration: Documenting dates, times, and amounts given.

2. The Provider will maintain a health care plan, including emergency procedures, first aid protocols, and any specific instructions for managing health conditions.
 3. Medical and health forms must be submitted by the Parent/Guardian before the first day of attendance and must be renewed or updated annually or whenever there is a change.
 - a. A completed medical statement from a healthcare provider, including vaccinations and developmental history, is required.
 - b. A daycare registration form, including up-to-date emergency contact details, consent for medical treatment, and alternate emergency contacts, must be provided.
 - c. For special needs, a Special Needs Health Care Plan must be completed and submitted.
 4. In the event of illness, children must be kept home until fully recovered.
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VII. Allergy and Special Needs Information

1. Parents/Guardians must provide information about any known allergies or medical conditions.
 - a. Allergies:: _____
 - b. Medical Conditions: _____
 - c. Dietary Restrictions: _____
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VIII. Sick Child Policy

1. Sick children must remain at home to prevent spreading illness.
 2. If a child becomes sick at daycare, the Parent/Guardian will be contacted for immediate pick-up.
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IX. Infant Feeding

1. Parents/Guardians must provide written feeding instructions and any necessary formula, breast milk, or baby food. Please fill out the following details:
 - a. Time(s) of feeding: _____
 - b. Amount per feeding: _____
 - c. Type of formula/breast Milk: _____
 - d. Type of baby food: _____
 2. The Provider will prepare and store bottles and baby food according to health regulations. All items will be labeled with the child's name and date.
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X. Meals and Snacks

1. Parents/Guardians are responsible for providing meals and snacks.
2. All food items must be labeled with the child's name.

XI. Nap Time

1. A nap period is provided for all children in care over 5 hours.
 2. Infants under 2 years must use a Pack N Play/crib provided by the Parent/Guardian, sleep on their backs, and have no loose bedding or soft toys. The Provider will monitor every 15 minutes.
 3. Toddlers and Preschoolers will nap after lunch on labeled, disinfected cots or mats, spaced at least 3 feet apart and preferably head-to-toe. Linens will be sent home weekly for washing.
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XII. Curriculum and Activities

1. The daycare follows a developmentally appropriate, play-based curriculum designed to support the social-emotional, language, cognitive, and physical development of each child. This curriculum aligns with the standards set by the Office of Children and Family Services (OCFS) and is tailored to meet the individual needs of the children in care.
 2. A structured daily schedule is maintained to provide consistency and a balanced mix of activities. This schedule includes:
 - a. Outdoor Play: Encourages physical activity and exploration.
 - b. Arts and Crafts: Promotes creativity and fine motor skills.
 - c. Storytime: Supports language development and literacy.
 - d. Music and Movement: Enhances cognitive and physical skills through rhythm and dance.
 - e. Educational Games: Provides opportunities for problem-solving and learning.
 3. The curriculum aims to achieve specific developmental goals for each age group, including:
 - a. Infants and Toddlers: Focus on sensory exploration, motor skill development, and early social interactions.
 - b. Preschoolers: Emphasis on pre-literacy skills, basic math concepts, and social-emotional skills.
 - c. School-Age Children: Support for academic readiness, self-regulation, and peer relationships.
 4. The curriculum is regularly reviewed and adapted based on ongoing assessments of each child's progress. This includes:
 - a. Observations: Daily observations are recorded to monitor developmental milestones and learning progress.
 - b. Individualized Plans: Adjustments to activities and goals are made to meet the unique needs and interests of each child.
 5. The curriculum is reviewed and updated quarterly to ensure it meets the developmental needs of the children and incorporates current best practices.
 6. Parents are encouraged to participate in their child's learning experience by providing feedback and discussing their child's development. Feedback is considered in the ongoing development of the curriculum.
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XIII. Holiday Closures

1. The daycare will observe the following holidays, during which it will be closed. Regular tuition fees are still due, regardless of holiday closures. The holidays are: Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Eid al-Fitr, Good Friday, Memorial Day, Eid al-Adha, Juneteenth, Independence Day, Summer Break, Labor Day, Veterans Day, Rosh Hashanah, Yom Kippur, Indigenous People's Day, Diwali, Election Day, Veterans Day, Thanksgiving, Winter Recess.
 2. Substitute care arrangements are the responsibility of the Parent/Guardian.
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XIV. Pet Policy

1. The Provider has a small dog named Harvey.
 2. Harvey is up to date on vaccinations and licensed with the department of health, NY License #3166553.
 3. Pets are kept in a separate room to minimize contact with children. The cleanliness and safety of the daycare environment are maintained to ensure a healthy space for all children.
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XV. Emergency Procedures

1. In case of a medical emergency, the Provider will follow emergency care protocols as outlined in the Health Care Plan and contact emergency services.
 2. All staff members are CPR and First Aid certified, and an EpiPen is kept on the premises.
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XVI. Discipline Policy

1. Discipline is consistent, focusing on good behavior and encouragement. No corporal punishment or physical restraint will be used, in compliance with OCFS standards.
 - a. Positive Reinforcement: Encourages good behavior through praise and incentives.
 - b. Redirection: Guides children toward alternative activities to prevent escalation.
 - c. Natural Consequences: The child will experience the natural result of their actions.
 - d. Loss of Privileges: Children may miss preferred activities.
 - e. Time Away: A short, supervised break for reflection.
 4. Behavior Management: Parents will be notified of aggressive behavior. After three incidents, termination from the program may be considered.
 5. Property Damage: Parents are responsible for any damage caused by the child.
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XVII. Personal Belongings

1. Parents must provide the following items labeled with the child's name:
 - a. Diapers, wipes, and ointment

- b. Two changes of clothes
 - c. Bottles and formula or milk
 - d. Food, including:
 - i. Breakfast (e.g., cereal, fruit, yogurt)
 - ii. Lunch (e.g., sandwich, fruit, vegetables)
 - iii. PM Snack (e.g., crackers, cheese, fruit)
 - e. Linens for nap time
 - f. Playpen for infants
 - g. Seasonal items:
 - i. Swimsuits
 - ii. Sunblock
 - iii. Sandals
 - iv. Coat
 - v. Scarf
 - vi. Gloves
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XVIII. Prohibited Items

1. Valuables such as jewelry or electronics should not be sent to daycare.
 2. The Provider is not responsible for lost or damaged items.
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XIX. Transportation and Field Trips

1. The daycare does not provide transportation unless separately arranged in writing.
 2. Field trips require written consent from the Parent/Guardian.
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XX. Photographs & Videos

1. The Provider will take photographs and videos of the children for documentation purposes and to promote the daycare.
 2. By signing this contract, the Parent/Guardian explicitly consents to the use of their child's photographs and videos for:
 - a. Internal documentation and records.
 - b. Promotional materials, including but not limited to, printed materials, the daycare's website, and social media.
 3. This consent for image use is considered permanent and cannot be revoked.
 4. The Parent/Guardian acknowledges that the Provider may not remove previously published images from records or promotional materials if the child leaves the program.
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XXI. Parental Rights

1. Parents/Guardians have the right to visit the daycare during operating hours without prior notice, in compliance with OCFS regulations.
 2. To ensure minimal disruption to daily routines, parents/guardians are encouraged to:
 - a. View the daycare's schedule and routines online in PDF format before planning their visit.
 - b. Time their visits to avoid peak activity periods, such as nap times or group activities.
 3. Drop-off times should not be considered a visit. Parents/Guardians should use drop-off times solely for the purpose of transitioning their child into care and should avoid lingering or using this time as an opportunity for extended visits.
 4. Visits should be brief and should not interfere with the daycare's daily operations or the well-being of the children.
 5. If a visit causes significant disruption or poses a concern for the children's well-being, the Provider reserves the right to request that the visit be concluded promptly.
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XXII. Parental Communication and Updates

1. Daily reports and regular updates on the child's progress will be provided.
 2. One-on-one discussions can be scheduled to discuss the child's development.
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XXIII. Provider Responsibilities

1. The Provider will maintain open communication with parents, provide regular updates on the child's progress, and address any concerns that arise.
 2. The Provider will ensure a safe and nurturing environment, follow health and safety protocols, and provide appropriate supervision at all times.
 3. The Provider will respect the privacy of each child and family and maintain confidentiality regarding personal information.
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XXIV. Parent Responsibilities

1. Parents/Guardians are responsible for ensuring their child is brought to the daycare in clean clothing, with any necessary personal items, such as diapers and wipes.
 2. Parents/Guardians must inform the Provider of any changes in contact information, emergency contacts, or any special needs or updates regarding their child's health or behavior.
 3. Two reliable emergency contacts must be provided who can pick up the child in case the Parent/Guardian cannot be reached.
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XV. Termination of Services

1. Either party may terminate this agreement with one week's written notice.

2. Immediate termination may occur for violations of the contract or if payment is not made according to the agreed terms.

XVI. Amendments and Changes

1. Any amendments or changes to this agreement must be made in writing and signed by both parties.
 2. The Provider will notify parents of any significant changes to policies or fees at least two weeks in advance.
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XVII. Acknowledgment

1. By signing below, both parties acknowledge that they have read and understood the terms and conditions of this contract and agree to abide by them.
2. This contract becomes effective on the first day of the child's attendance at the daycare.

Provider Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____