

Contract Statement

Parents seeking to register their child in Noa's Ark Family Daycare, should read this contract in its entirety and sign the contract prior to their child enrollment. Parent/Guardian enrolling children must initial the bottom of each page and sign the last page of this contract. The parent's signature(s) establishes an agreement to abide by all the terms, conditions, and policies outlined in this contract. By working together and honoring this contract, we can achieve our goal of providing the highest quality care for your child. Noa's Ark Family Child Care (Facility #198400572) (referred to in this contract as the "Provider") is licensed by the California Department of Social Services to provide child care for up to 8 (eight) children. For this purpose, child care means non-medical care for children in need of personal services, supervision, age-appropriate activities, and education. Provider accepts children from ages 0 (zero) to 12 (twelve) years old. We, _____ name (s), Parent (s)/Guardian(s) (referred to collectively in this contract as "Parent") of _____ (child's name) ("Child"), agree to comply with the following rules and regulations of Noa's Ark Family Daycare beginning/continuing on: 08/28/2023.

Weekly Rates

Weekly Full Time Rates

Full time: 30 hours per week or 6 hours or more per day.

Infant (0-24 months) \$275.79

Toddlers (2-5 years) \$245.28

School Age children: \$182.67

Weekly Part Time Rates

Part time: Less than 30 hours per week or less than 6 hours per day.

Infants (0-24 months) \$188.51

Toddlers (2-5 years) \$178.27

School Age children \$142.51

Hours of Operation

Noa's Ark Family Daycare is open Monday through Friday from 7:00am to 5:00pm.

Upon request, and if schedule allows, Noa's Ark Family Daycare will be able to extend those hours of operation. Any time outside of business hours will require additional funds as well as written notice.

Anytime a written notice is requested, a two weeks' notice is necessary. You may use up to nine hours a day/ forty-five hours a week. Anytime over that will also require an additional charge as that is considered overtime. The daycare schedule is meticulously planned out and is in place to ensure the program runs as smoothly as possible. It throws the schedule off track when children are brought to the daycare late. This could mean they slept in and that will cause disruption during naptime. Naptime needs to run as smoothly as possible to ensure all kids have the courtesy to rest and sleep during designated sleep hours. It is unfair to them to have a screaming child throw their nap time off due to being dropped off late. Cutoff time to drop children off is 9:45am which is just after snack time. Please note mealtimes below and try to drop Child off in time for those meals.

Schedule

The schedule below is what we will base the program off of every single day. The mealtimes are provided below as well. You are asked to drop off your Child in time for the meals they are eligible for or have them eat at home before they come as these meals will be served promptly. If you bring your Child within

the allotted mealtimes, I will honor that time and give them food. But when that meal is over, please bring them fed. This will help us adhere to our schedule.

DAILY SCHEDULE

7:00	7:30	Welcome
7:30	7:45	Breakfast
8:00	8:30	Free Choice
8:30	8:45	Story Time
9:00	9:15	Circle Time (Letters, numbers, shapes & colors)
9:15	9:30	Line Up and Wash hands
9:30	9:45	Snack
10:00	10:15	Line Up and Wash Hands
10:30	11:30	Outside Free Time
11:30	11:45	Clean Up and Wash Hands
11:45	12:00	Music, Song, and Dance
12:00	12:30	Lunch
12:30	1:00	Clean Up, Wash Hands, Get Ready for Nap Time
1:00	3:00	Nap Time
3:00	4:00	Outside Planned Activities
4:00	4:30	Dinner
4:30	5:00	Free Choice

Tuition, Fees, and Payment Schedule

Noa's Ark Daycare requires all Parent/Guardian(s) to pay their weekly tuition in full, on time, and on a consistent basis. Parent/Guardian(s) will be charged extra for late payments. Tuition is to be paid in full on Monday morning prior to care for the duration of the week or the 1st scheduled day your Child attends. The late payment fee will be \$20 a day in addition to tuition, every day until payment is received. A full week's tuition is due even if your Child does/does not attend Noa's Ark Daycare for that week for **any** reason. The tuition secures the spot your Child occupies. Tuition is based on **enrollment** and not attendance.

Transportation Fees

Please note that there will be an additional charge if the Parent needs Provider to transport Child to and from the local elementary school, Will Rogers Elementary. The charge will be \$100 per week or \$20 per day for both pick up and drop off or \$10 for pick up or drop off. All Parents are asked to fill out and sign the Provider's Field Trip/Transportation field below even if you do not require this service as we will have trips and/or outings in which transportation is necessary but that will not be an additional cost. All children will be placed in safety-approved car seats as required by California State Law. Parents may be requested to provide a car seat for the day.

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

Childcare fees are strictly based on the CONTRACTED hours of Childcare services in this agreement. This means that all fees and tuition as well as scheduling is based on the hours that you provide down below. Once you fill in your hours/days of service that is what you will be accommodated and charged for. Please fill out the hours of care needed carefully as this is what the daycare will go off of. Changes can be made if the schedule allows and only with a two-week written notice. An Early Drop-off fee of **\$1 for each minute** you arrive before **your scheduled drop-off time** will be charged. Fee is payable only in cash directly to the Provider on site. No checks will be accepted. A Late Pick-up fee of **\$1 for each minute** you arrive after **your scheduled pick-up time** will be charged. Fee is payable only in **CASH** directly to the Provider on site. No checks will be accepted. The correct amount of cash is required as soon as you arrive late, and Child will not be accepted back to Childcare until late fees are paid in full. If being late is a habit, Provider is able to terminate after the fifth offense. If Parent pick-up time is 5:00pm, please keep in mind that Provider is to clock out promptly at 5:00. It is up to the parent to pick up Child and leave by 5:00 because any time after 5:00pm is now considered late. Please be considerate of Provider's time and respect business hours. If Parent wishes to talk, they are more than welcome to request a time that works for both parties. *Early Drop-off and Late Pick-up times will be determined based on Provider's time keeping device, not that of Parent. Please note that

courtesy calls and/or text do not excuse Parent from being late. If Parent has someone from their authorized pickup list pick up Child, please make them aware of protocol to ensure easy pickup.

Child Care Government Subsidies

Provider will accept families paying for Childcare through subsidies administered by an Alternative Payment Program and/or CalWORKs. For Parents paying for Childcare with a Childcare subsidy, care will only be provided for the hours and days that are approved by the agency providing the subsidy. It is expected that the Alternative Payment Program/CalWORKs will pay Provider for the care provided. However, Parent is ultimately responsible for any Childcare fees not reimbursed by the Alternative Payment Program/CalWORKs program. Also, Parent is responsible for paying the difference between Provider's Childcare fees and the amount Provider is reimbursed by the Childcare subsidy program. Please note that Noa's Ark is not employed by the subsidiaries, we are our own entity/business, therefore, we are allowed to make our own contract. The contract you have with any of the government subsidies is separate from this one, and you as the Parent, agree to follow the terms of this obligation or will be liable for any breach of this contract.

Holidays, Vacations, and Closures

Noa's Ark Childcare will be closed on the following holidays and will still require your weekly tuition to be paid: New Year's Eve / New Year's Day, President's Day, Memorial Day, Good Friday, Martin Luther King Jr. Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day / Day after Thanksgiving, Christmas Eve / Christmas. Rates are based on enrollment NOT on attendance or number of days used.

Any holiday falling on a Saturday will be observed on the Friday before and any holiday falling on a Sunday will be observed on the following Monday. Please ensure you have a backup plan for care during holidays. These holidays will be billed for full time or part time contracts as though services were provided. Noa's Ark Daycare will be closed for one week in August and the last 2 weeks of December annually. Additionally, Provider may close or take other days off due to personal or sick days. Provider will remind Parent of the days the daycare will be closed at least two weeks prior to the actual dates.

Attendance Policy

The full fee will be charged for all absences. Fees are similar to tuition and are based on enrollment, not attendance. No refund, credit, or makeup day is provided for children who are absent due to illness, vacation, or any other reason. Parent shall notify Provider of any absence as soon as the Parent knows that Child is unable to attend on a particular day.

Sick Policy

Please be considerate if your Child shows any signs of an oncoming illness. Provider has the obligation to protect children in Provider's care from illness whenever possible. Children with the following conditions must be kept home if these conditions become apparent:

Fever over 101 degree F, Vomiting, skin rash or eruptions of unknown origin, constant cough, heavy nasal discharge (if a runny nose is related to allergies, please provide a doctor's note stating that fact), diarrhea, conjunctivitis- such as pink eye or this discolored drainage from the eyes, sore throat, upset stomach, parasites-nits, lice, crabs, etc., communicable diseases- chicken pox, measles, ringworm, scarlet fever. Child will also be sent home when the Provider believes, in the Provider's judgment, that Child's condition poses a threat to the health or safety of Child or other children or staff in the program. A Child who becomes ill at the Childcare will be separated from the group and Parent will be called. Parent must pick up Child within one hour after being notified of Child's illness. After one hour, Parent will be charged a late pick-up fee in accordance with *Late Pick Up/Early Drop Off Fees and Policy* and the actual cost of any additional expenditure related to isolated care. If Child is sent home due to illness, this will be considered an absence in accordance with *Absence Policy*. Child should be symptom-free for 24 hours before he/she returns to Childcare. **Please do not bring Child if they show the symptoms listed above.**

Termination of Childcare Services

Parent must provide two weeks' notice in writing before withdrawing/terminating Child from the program. If Parent fails to provide two weeks' written notice, Parent will be charged for two weeks of care, even though Child is no longer in the program. Provider may terminate Child's enrollment in the family Childcare home effective upon two weeks' notice to Parent, for any reason with required payment. Provider may terminate Child's enrollment in the family Childcare home effective immediately, if any of the following conditions arise: (1) In the sole judgment of Provider, the Child's behavior or the Parent's behavior poses a significant threat to the physical or mental health or well-being of one or more of the other children at the family Childcare home, the Provider, or other persons on Provider's premises, and Provider is unable to reasonably eliminate the threat; (2) Any payment owed by Parent to Provider under this contract is not paid within three days after such payment is due; (3) The Child is picked up late more than five times in any thirty day period. (4) The Parent is in breach of contract or not respectful to the Provider or that of Noa's Ark Daycare business.

General Agreements (Initial Each Agreement)

_____The Provider has permission to take pictures of my Child and use it for daycare purposes such as, but not limited to: social media, flyers, other advertisement purposes, or to send to Parent as an update on their Child. With your permission, Provider may take pictures of all the children. Sometimes alone or with other children to send to their Parent or post on the daycare's social media page. Provider will always ask before posting and/or sending to other Parents. If, at any time Parent changes their mind, feel free to text the Provider so that it is known that Parent no longer wishes to have Child's picture taken/shared.

_____The Provider has permission to transport my Child. Provider will ensure the Child has the appropriate car seat in regulation to California State Law. Provider may request the Parent to provide a car seat for the day, if needed. Provider will always ask permission before taking any Child off of the daycare premises.

_____The Parent gives Noa's Ark Employees and or volunteers permission to care for their Child

_____The Parent is liable for any damage done by their Child and/or person while in the Provider's care/house.

_____The Parent is aware that CCTV Video Surveillance will be placed on the premises for liability and safety precautions. Cameras are being placed within the coming days to promote transparency, accountability, Parent's peace of mind, and Child safety. Provider will not place cameras in bathrooms or other private areas. One will be strategically placed in the free playroom where there is a changing table but the camera's view will be blocked from showing the Child being changed. The video footage will not be shared or used by anyone other than the Provider for safety matters only.

_____The Parent understands this agreement, together with the Handbook specifically incorporated herein by reference, contain the entire agreement and understanding between the parties as to the subject matter hereof. No right under this contract shall be waived (lost) merely by delaying or failing to exercise it. This agreement shall be governed by and interpreted in accordance with the laws of the State of California.

_____The Parent understands the hours of care filled out below are the hours they are to abide by and anything outside of those hours are subjected to additional charges whether they be late fees or otherwise.

_____The Parent understands there is a strict schedule in place to benefit the Parent, Provider, and the Child. The Parent agrees to drop Child off before the cut off time of 9:45 and agrees to feed Child if the Child misses a meal or will have to wait for the next meal period.

_____The Parent understands the tuition is based on enrollment and not attendance. Parent also agrees to pay tuition on time or will be charged a \$20 fee for every day they are late with payment. The tuition below is agreed upon by the Parent and the Provider but can be subject to change with two week's written notice. Payment is due on time and will not be excused for any reason.

_____Parent understands that they are ultimately responsible for payment even if they are using a government subsidy or otherwise.

_____ The Parent understands the daycare will be closed, with pay on the following Holidays: New Year's Eve / New Year's Day, President's Day, Memorial Day, Good Friday, Martin Luther King Jr. Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day / Day after Thanksgiving, Christmas Eve / Christmas. These Holidays will be billed as though care was Provided. If government subsidy does not pay for

_____ The Parent has read the Absence Policy and agrees to pay tuition whether absent, on vacation, sick, or on days where the Provider is closed. Parent understands that the Provider will be closed on Holidays listed and for vacation and is still responsible for tuition. The Parent has read the Sick Policy and agrees to safeguard the wellbeing of those enrolled in and working at Noa's Ark Daycare by not bringing their Child in sick. Parent understands that bringing Child to daycare sick will result in them being sent home and kept away from care for at least 24 hours.

_____ The Parent understands to give two weeks' written notice of any changes being made to Child's schedule and/or termination of care. Two weeks written notice is required by Parent or Provider when any changes are subject to arise. Parent also understands Provider has the right to terminate care effective immediately if contract is breach or for any other reasons listed above. Parent has read all policies as well as rules and regulations set forth in the Contract as well as the Handbook and agrees to abide by the terms set forth in both.

_____ The Parent agrees to pay Provider \$ _____ per week for tuition at Noa's Ark LLC. The contracted hours agreed by both parties are as followed, until further notice:

Days of Care: _____ Hours of Care: _____

Full time (More than 30 hours a week):

Part time (Less than 30 hours a week or 6 hours a day):

I have read and fully understand this contract. All information filled by Parent is correct and true. By signing this agreement, I agree to comply with all terms herein.

Parental Signature: _____ Date: _____

Daycare Provider Signature: _____ Date: _____