



Agreement for Child Care

The Names of the Parties to the Contract:

This contract is between _____, hereinafter “client,” “parent,” AND Primeros Pasos, LLC, hereinafter “provider,” “Primeros Pasos,” “PP,” “school,” “program,” 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
Facility Phone: 415-655-9491 ___ Cell Phone: 650-369-7867 ___
E-mail: director@primerospasossf.com
Website: www.primerospasossf.com

Client:

Name of first parent/guardian:
Address:
Home Phone: _____ Work Phone: _____ Cell Phone: _____
E-mail: _____
Employer’s name and city: _____

Name of second parent/guardian:
Address:
Home Phone: _____ Work Phone: _____ Cell Phone: _____
E-mail: _____
Employer’s name and city: _____

Child(ren) covered by This Contract:

1. Name of child: _____ Date of birth: _____
2. Name of child: _____ Date of birth: _____

Program Overview:

PP is a child-centered program which focuses on healthy attachment to foster children's self-confidence, empathy for others, and competent independence. We are a Spanish Immersion school; we aim to work with the children 100% of the time in Spanish (as feasible.) We deliver a play-based curriculum (Vygotsky, Stanford, et. al.) around a monthly learning theme. We individualize our approach in every aspect of children's care and development. We are an inclusive school. We value and celebrate all aspects of diversity in our community.

1. Licensing Information:

- We are licensed by the State of California, Department of Social Services, Community Care Licensing Division, and operate in compliance with the laws of the State of California.
- Copies of our licenses hang inside the lobby of each of our campuses. Our licensor's name is State of California Community Care Licensing Division and you may contact them online and at 650-266-8843.
- We carry all required insurance policies.
- All Primeros Pasos personnel have fingerprint clearance and maintain all state required current certifications, including CPR, First Aid, Anti-harassment, and pest control.

2. Mandated Reporter:

- We are a state-mandated reporter and are required to report any suspected cases of physical or sexual abuse or neglect to authorities.

3. Non Discrimination:

- We welcome diversity in our community. We will not discriminate against any child, parent, or family based on race, color, sex, disability, national origin, sexual orientation, economic status, or public assistance status.
- We are an inclusive school. Should your child be diagnosed with a learning difference or other special need, we will do our best to support your child's needs to the extent possible within the good of the entire group.
- Should you child require it, we will coordinate access for on-site therapy.

4. Classroom access:

- We welcome visits from our parents. Our classrooms are closed to parents except by special arrangement. Parents have visibility into the classrooms from our lobbies.
- We do not use street shoes inside our facility. Please remove your shoes or cover your street shoes with "booties" before entering classrooms.

- Parents use hand sanitizer upon entry into our facility.
- Parents do not block our neighbors' driveways during drop-off and pick-up.

5. Security and Logistics:

- Security is a high priority for PP.
- Parents always close entry doors and gates behind them.
- Parents never allow other people to enter behind them (i.e. "tailgating.")
- Only adults open and close doors into the classrooms; parents will not encourage children to open access doors on their own.

6. Holidays and Celebrations:

- Children's birthdays are individually celebrated on the birthday or if it falls on a weekend day, the weekday closest to it. Teachers decorate the classroom and lead the children in song and celebration.
- We prefer that parents not bring treats or favors for children's birthdays, for equity purposes across all children's birthdays.
- We respect all cultures and religions. We celebrate various world and cultural holidays with the children, as well as decorate our school.

7. Naps and Quiet Time:

- Young Preschool / Preschool / PreK children have nap / rest time on regulation cots between 1:00 - 3:00 p.m.
- Infants will nap on demand, and have morning and afternoon naps in regulation cribs.
- Pacifiers provided by parents are allowed during naptime and in the classrooms.
- PP follows all 'safe sleep' regulations.
- Infants under the age of 12 months will be laid down to sleep on their backs, to reduce the chance of Sudden Infant Death Syndrome (SIDS).

8. Teachers and Staff:

- Our teachers and staff are fully qualified for the roles they fulfill. They undertake rigorous ongoing training to maintain certifications.
- 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.

Hours of Operation:

1. First Day of Care:

- The first day of care will be as mutually agreed in the admissions process. Client understands that cardinal changes to the start date likely cannot be accommodated.

2. Regular Hours of Care:

- The hours of care will be from 8:00 A.M. to 6:00 P.M., Monday through Friday. Client will communicate with provider in order to pick up after 5:45 P.M.
- Parents drop off and pick up at their convenience. Late drop-offs do not allow for late pickups. Parents will advise provider of late arrivals, early pickups, and family absences in advance as feasible.
- Children follow a routine schedule (“Flow of the Day”.) Meals are served at set times. Parents will feed children if they will miss Primeros Pasos regular meal times.
- Provider may choose to offer early care or late care for a limited number of families should there be client demand and provider availability. Early or late care will be provided for an additional fee.
- The child care program is open year-round, except for the holidays, vacations, and training days listed on the provider calendar.
- Parents will sign their child in and out of the program daily in compliance with licensing regulations. Currently Primeros Pasos uses Brightwheel as our electronic sign-in system. Should parents forget to sign in, they understand that they may be asked to return to school to sign their children in or out in order to remain 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 at monthly rates per Primeros Pasos tuition 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, family & religious holidays, school vacations, family vacations, and public natural-disaster, hazardous-weather, or health pandemic closures.
- If the mutually agreed upon first day of enrollment does not fall on the first business day of the month, the provider will prorate first month's tuition.
- PP makes monthly and annual statements available via Brightwheel for dependent care spending purposes, and will sign employer required forms for that purpose.

2. Drop-in Rate

- The provider offers this type of care only for additional days for regularly enrolled children, when available and arranged in advance for an additional fee.

3. Family Discounts and Enrollment Preference

- 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 Primeros Pasos' care, space permitting.
- Subsequent preference for admission is considered for referrals from families with children already in Primeros Pasos' care, space permitting.
- Limited financial aid is available privately from PP.
- Primeros Pasos is a CalWorks provider. We do not accept local vouchers.

4. Rate Increases

- Primeros Pasos will raise our child care rates from time to time to adjust for cost of living increases and fair staff compensation. Typically tuition rates are raised 3 - 5% annually each January 1.
- The provider will increase the child care rates with minimum 30 days notice.

5. Advance Payment

- The client will pay for child care one month in advance. All tuition payments are currently made through Brightwheel as Primeros Pasos' ACH.

6. Payment Due Date

- 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.

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 unless prior arrangements were made with provider.
- 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 will be \$50, plus the amount of any bank charges to the provider's account.

8. Early Drop-off and Late Pick-up Fees and Care

- Parents will allow enough time to arrive, pick up their child, and depart by closing time.
- Parents may not block neighbor's driveways for drop off or pick up.
- Late pick up should be considered an unusual occurrence. The client will pay an additional fee of \$1 per minute if the child is picked up later than the time stipulated in this contract.
- All fees for late pickup will be assessed via Brightwheel.
- The provider will use Primeros Pasos' clock in the entry to determine if any late pickup fees apply.
- Primeros Pasos does not provide evening care after the day program ends.
- The provider requires written parent permission via Brightwheel (if planned in advance) or text to the Director (if an emergency) to authorize an emergency pick-up person to pick up your child. The emergency pick-up person will be required to sign-out via their own Brightwheel account and to show ID to the teachers in order to depart with your child.
- 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 Director immediately via text message.
- 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. We will call child protective services if we are unable to reach you or any emergency contact two hours after closing time.

B. Holidays, Vacations, and Absences:

1. Holidays

Primeros Pasos will be closed on major holidays each year, per the annual calendar published by the Provider.

- 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 client will pay the regular fee for all paid holidays listed on the annual calendar.
- The Provider will close annually for four (4) Teacher in Training Days, listed on the annual calendar.
- The Provider will close for the 3 business days prior to Labor Day annually for annual “Get Ready Days” for the new school year.
- The Provider will close early typically at 4:30 p.m. on one day monthly for staff meetings, listed on the annual calendar.
- The Provider may close for additional days for training or conferences at the Director’s discretion (maximum two per calendar year, and with 2 weeks written notice to the parents.)

2. Provider Sick/Personal Days

- The provider will provide a substitute for staff sick or personal days.

3. Provider Vacations

- Primeros Pasos will be closed for provider’s paid vacation each calendar year as per the annual calendar, generally:
 - Spring Break: the full week following Easter Sunday each year.
 - Summer Break: two full weeks in July.
 - Winter Break: generally Christmas Eve through New Year’s Day, may vary by 1 or 2 additional business days.
 - The client will pay the regular fee for the provider’s vacation days listed on the annual calendar.

4. Client Sick/Personal Days

- The client must notify the provider via Brightwheel 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.

5. Client Vacations

- Clients must give the provider minimum one week's notice of the dates of their vacation.
- Clients must pay tuition for all days of their vacation absences when the child is not in child care.

C. Holding Fee (Deposit)

- The provider agrees to hold a space in the program on the agreed upon schedule for the client's child. In return, the client agrees to pay the provider \$500 deposit during the holding period. The space is not considered held until the deposit is paid.
- If the client decides not to enroll the child in the program before the end of the holding period, the deposit is not refundable.
- The holding fee paid will be applied to last month's tuition once the child is enrolled 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, and the holding fee will not be refundable.
- 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 sibling's place.

D. Other Fees

1. Last month's tuition:

- Prior to the first day of enrollment, client will complete payment of last month's tuition at the rate current for the child's age upon enrollment.
- The \$500 holding fee (deposit) is applicable to payment of last month's tuition if the child is actually enrolled.
- Provider does not refund last month's tuition.

2. Registration and Re-registration Fees

- The client will pay a registration fee of \$100 due the first day of school.
- The client will pay an annual re-enrollment fee of \$100 on the anniversary of the first month enrolled.

3. Field Trip Fees

- The client will pay any out-of-pocket costs involved with unusual field trips, such as zoo entrance fees and event fees.

4. Fees and Materials for Other Services

- The client will be responsible for bringing diapers, wipes, sunscreen, extra clothes, jacket & hat, and breast milk / formula to the program.
- Optional items if desired are also provided by client, including personal blankets & sleep sacks, occupational therapy tools, and specialty food (e.g. vegan, Halal, menu items of general preference) if desired.
- The Provider will pay the fees for outside resources and special classes provided by Primeros Pasos.

Our Partnership:

- We work together to ensure that each child has the opportunity to develop his or her full potential.
- We agree to communicate regularly and honestly about the child's physical, emotional, social, and intellectual growth.
- You will keep me informed about any change in the child's schedule, routine, or home environment. I will do the same for any changes in the child care business that affect the child.
- You will notify me about any allergies or other health issues that the child is experiencing.
- You will provide me with any special instructions for the child at the time of enrollment, and notify of changes as needed; for example, about eating, napping, health issues, allergies, etc.
- You will note all changes to an infant care plan in writing rather than communicating them solely verbally or via Brightwheel message.
- You will not proceed with toilet learning without first executing a PP toilet learning agreement and consulting with PP about your child's readiness.
- You will provide any information about the child that will allow me to provide high-quality care, such as an I.E.P. (Individual Educational Plan) or other plans or assessments.
- We will perform regular observations and evaluations of the child's development in educational domains such as gross motor, fine motor, socio-emotional, cognitive, and language. We will share any concerns immediately with parents.
- We will meet at minimum annually for parent - school conferences.

- We will share issues or concerns proactively with you. This may include recommendations for further evaluations or assessments (e.g. health, occupational, behavioral, etc.)
- We may request completion of parent and school assessments using recognized early childhood education survey tools.
- We and you provide items as designated on PP's "What to Bring List."

Health and Illness:

- Primeros Pasos cares deeply about the health and well-being of all families and staff.
- The client must abide by all prevailing illness guidelines for any public health emergency or pandemic.
 - Client agrees to abide by public health guidelines at minimum during any health pandemic.
 - Client agrees that honest and transparent communication with Provider is essential during a public health emergency or pandemic.
 - COVID guidelines by CDC and SFDPH vary and represent minimum guidelines. Provider has the right to exceed minimum public guidelines.
 - Provider will outline Primeros Pasos' pandemic guidelines on Brightwheel for client reference, including guidelines for return to the program after an exposure or positive COVID result.
 - Provider may request families to provide COVID home Antigen test or PCR test results on a regular basis, such as returning to school after vacations, or after a potential exposure.
- The client must follow state health guidelines and keep children home if the child exhibits any of the following:
 - Vomiting
 - Diarrhea
 - Fever (100 or above)
 - Eye infection with discharge
 - Sore throat with swollen glands
 - Rash such as Hand Foot Mouth
 - Lice or nits
 - Unusually tired, lack of appetite, confused, or cranky requiring constant adult support
- Children may return to the program after the above symptoms have not been present for 24 hours without medication, or if applicable with a Physician's authorization note to return to school.

- Mild illnesses are common among children and often are spread before the onset of any symptoms.
- We will only care for a sick child who has a mild, noncontagious illness, such as a low-grade fever associated with teething.
- If your child becomes ill to a degree that requires a greater need for care than we can provide without compromising the care, health and safety of our other children in care, then we will call you and request that you pick up your child within 2 hours.
- We will notify parents of any parasitic infections (such as head lice) and parents will follow guidance prior to returning to school.
- We will notify parents of any viral infections such as Hand, Foot, Mouth. PP requires that all sores be scabbed over; children will not be admitted to the program with open, moist sores even with a physician's written 'return to school' authorization.
- Our Silver Park campus has a MERV filtration system.

2. Administering Medication:

- You must sign an authorization form in order for the Center to administer prescription or non-prescription medicine to your child.
- The medicine must be in its original container, labeled with the child's name and the instructions for administering it.
- For prescribed medications, ask the pharmacist to split each prescription into two containers, one for the Center and one for home, each with a full label and instructions.
- You will provide a physician's written 'return to school' authorization for children recovering from a contagious illness and taking medication.

3. Emergencies:

- We maintain required fire extinguishers, smoke detectors and carbon monoxide detectors. Our Silver Park campus has a fire alarm system with linked fire sprinkler system.
- We practice regular fire and emergency drills with the children.
- We maintain an emergency plan posted in our lobby.
- If your child is involved in a serious or life-threatening emergency, we will call 911 and get immediate medical care, and then we will call you as soon as possible.
- If your child is involved in an emergency that is not serious or life-threatening, I will call you as soon as possible.

4. Air Quality Action Plan:

The health and safety of our families and staff are foremost for PP. We routinely circulate air via our mechanical systems and/or ceiling fans, and we run air purifiers in each classroom.

In the event the local air quality is negatively impacted, PP will use *airnow.gov* to track and monitor the AQI. Modifications to PP's operations will be put into action once the AQI enters the orange zone, "Unhealthy for Sensitive Groups."

Unhealthy for Sensitive Groups (Orange, AQI 100-149)

Outdoor play shortened.

Unhealthy (Red, AQI 150-200)

No outdoor play.

Very Unhealthy (Purple, AQI 201-300) or Hazardous (Maroon, 301+)

School is closed

Center Records:

You are required to furnish all required documents as required by the State of California at time of enrollment, which may be updated from time to time.

All enrolled children are required to be immunized as required by the State of California for children in child care. You are required to furnish me with updated immunization records at every immunization cycle and at minimum annually until the cycle of required immunizations is complete.

Release of Liability:

In participation of this program, on behalf of myself and my next of kin, heirs and representatives, I/we release from all liability and promise not to sue the program and their employees, officers, directors, volunteers and agents (collectively "Primeros Pasos") from any and all claims, including claims of negligence, illness, damages, or economic or emotional loss I/we may suffer because of my participation in this program, including travel to and from the program.

I agree to hold Primeros Pasos harmless from any and all claims, including attorney's fees, that may occur as a result of my participation in this program including travel to, from and during the program. If I/we need medical treatment, I/we agree to be financially responsible for any costs incurred as a result of such treatment. I/we am aware and understand that I/we should carry my own health insurance.

Termination Procedure:

- The client must give a four week written notice to end this contract, representing a full calendar month ending on the last day of the month. Payment is due for the notice period whether or not the child is brought to the provider for care during that time. Pre-paid last month's tuition is applicable to the last full calendar month.
- 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, or last month's tuition is applicable, 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 their 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