

**Humble Hearts Academy**  
**PARENT-PROVIDER CONTRACT**

1. Humble Hearts Academy \_\_\_\_\_  
(Referred to in this contract as the "Provider")  
Is a licensed childcare center under the California Department of Social Services to provide childcare services at 13325 Hawthorne Blvd, Hawthorne CA, 90250. For this purpose, childcare means non-medical care for children in need of personal services, supervision, age- appropriate activities, and education.

We, \_\_\_\_\_, Parent(s)/Guardian(s) (circle one) (referred to collectively in this contract as "Parent") of \_\_\_\_\_ ("Child"), agree to comply with the following rules and regulations of Humble Hearts Academy beginning on \_\_\_\_/\_\_\_\_/20\_\_\_\_.

2. HOURS

A. Hours of Operation \_\_\_\_\_

Humble Hearts Academy is open from 7:00 a.m. to 6:00 p.m., Monday -Friday.  
Parent agrees to strictly adhere to scheduled drop off and pick up times set forth below. Parent must pay a fee for early drop-off and late pick-up times (see Section 3). Any care before 7am or after 6pm is an additional fee.

B. Hours of Care to Be Provided \_\_\_\_\_

Parent is enrolling Child in Humble Hearts Academy for:

\_\_\_\_\_ Five (5) full days per week, with drop-off at \_\_\_\_\_ a.m. and pick-up at \_\_\_\_\_ p.m.

\_\_\_\_\_ Five (5) half days per week, with drop off at \_\_\_\_\_ a.m. and pick-up at \_\_\_\_\_ p.m.

\_\_\_\_\_ Other: \_\_\_\_\_ (specify)

\_\_\_\_\_ Varied Schedule (determined by Director and/or Authorized Agency)

If a Parent on a less than full-time schedule wants to substitute different hours than those agreed to in this contract, Parent must make request to Provider in advance of schedule change. Subject to Provider availability and discretion, Provider may—but is not required to— accommodate any change. If the change results in additional hours of care, above the contracted hours, a new contract must be signed.

C. Parents on Subsidized Program \_\_\_\_\_

All parents on a subsidized program, your specialist will determine the days of the week and number of hours of care you are allowed. Humble Hearts Academy is under no obligation to honor these hours. It merely means they will only pay for the hours of care during the specified time frame. Any Parent applying for Stage 1 Program Child Care through Crystal Stairs, Drew, CCRC or any other Agency and you are denied care, you are responsible for ALL childcare fees due for childcare received, registration fees, late fees, transportation fees, court cost fees and attorney fees.

### 3. FEES

Deposit: A deposit of \$\_\_\_\_\_ is due at the time of this contract. This amount constitutes two-weeks' worth of care, and will be applied to the last two weeks that the Child is enrolled in the child care. (See Section 7 for Withdrawal/Refund policy). If financial hardship is a concern for deposit, payment arrangements will be considered, but not guaranteed.

Registration Fee: A fee of \$150 will be due annually for expenses and supplies for the Child. Registration will be due at the time of this contract and will be prorated for the year. Annual registration payments will be due on September 1<sup>st</sup> and each subsequent year that care is provided.

Holding Fee: There will be a weekly \$50.00 per child holding fee for enrollment spaces held at Humble Hearts Academy if the parent goes on vacation and/or child is sick for more than 5 (five) days. This fee is due in advance and must be approved by the director two (2) weeks in advance.

Payment Plan: Child Care fees are to be paid on the 1st of the month in advance. Late fees in the amount of \$25 will be charged for every day that payment is made past the day it was due. If payment (including late charges) is not received by the third "Late Day," (including weekend days), Provider may immediately terminate care for Child. If Child enrolls in daycare on any day other than a Monday, payment for the first week will be prorated to cover care received during the remainder of the week and is due upon the first day of enrollment.

Potty Training Fee: There will be a fee of \$25 per week for any child not potty trained at the age of 2 ½ years old.

Tuition Fees:

Weekday Rates (Monday – Friday) 7:00am to 6:00pm

Age Group		Full-time Weekly	Full-time Monthly	Part-time Hourly**	Part-time Weekly	Part-time Monthly
Birth - 24 Months		398.15	1725	16.28	274.31	
2-5 Years		301.55	1307	12.19	227.58	

Early Bird Rates 6:00am to 06:59pm

Age Group		Full-time Weekly	Full-time Monthly	Part-time Hourly**	Part-time Weekly	Part-time Monthly
Birth - 24 Months		498.15		N/A	374.31	
2-5 Years		401.55		N/A	327.58	

Scholarship Awarded (income eligible) Amount Awarded: \_\_\_\_\_

\*All Scholarship recipients payments must be made on time, after first late payment, parent(s) will lose their awarded scholarship and will default to the above regular rate.

\*Drop -In care must be approved

\*\*Tuition rates are subject to change

Holidays and child absences will be billed as if care were provided.

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

An Early Drop-off fee of \$1 for every minute you arrive before your scheduled drop-off time will be charged. Fees will be billed via brightwheel, and paid on brightwheel. Early Drop-off can be refused at any time, and will absolutely be refused if it occurs before Provider's Operating Hours.

A Late Pick-up fee of \$1 for every minute you arrive after your scheduled pick-up time will be charged for each child in care. Fee will be billed via brightwheel, and paid on brightwheel.

The Provider has the right to terminate the Child from the program if the Child is picked up late more than three times in a calendar year.

Under no circumstances can any parent/caregiver create their own payment plan.

4. ABSENCE 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 or vacation. Parent shall notify Provider of any absence as soon as the Parent knows that Child is unable to attend on a particular day.

5. CHILD ILLNESS POLICY \_\_\_\_\_

Child must have standard immunizations and a tuberculin clearance.

Although Humble Hearts Academy makes every attempt to support working parents, it is not possible for sick children to remain in care. **Community Care Licensing Title 22 Code 101226.1 (a)**: The licensee shall be responsible for ensuring that children with obvious symptoms of including but not limited to, fever or vomiting, are not accepted.

1. **Diarrhea**: If your child has 2 or more watery stools while at the child care center; or 2 watery stools within a 24 hour period, then he/she will be sent home. **Before returning to care, your child must be free of symptoms and may return 24 hours after the last diarrhea episode.**

2. **Vomiting**: 1 or more times within 24 hours. You must keep your child at home for a minimum of **24 hours after the last vomiting episode.**

3. **Open or Oozing sores**: unless properly covered with cloths or bandages.

4. **Skin Infection or Rash**: For suspected communicable skin infection such as Impetigo and

Scabies; the child may return 48 hours after starting antibiotic treatment. Any child with a Rash or Skin Infection will be sent home and will require a doctor's note saying he/she is not contagious before returning to the center.

5. **Conjunctivitis (Pink-Eye)**: Humble Hearts Academy requires your child to be on antibiotic eye treatments for a minimum of 48 hours and to be puss free before returning to school. A doctor's note will also be required to return. Conjunctivitis (Pink-Eye) is highly contagious, requiring a 48 hour period will greatly reduce group flare ups in our center.

6. **Lice or Nits**: If the child has live lice and/or nits, they will be sent home. The child can not return until there are no live lice, or nits found. This is per Humble Hearts Academy's discretion.

7. **Fever of 100 degrees or higher**: Fevers for any reason including but not limited to teething, immunizations, and general illness will result in the child being sent home. Children must be fever free for 24 hours without fever reducing medication before returning to childcare.

8. Children will be sent home for the following symptoms, if they can not participate in regular daily activities.

Earache

Sore Throat

Headache

Stomach Ache

9. **Cough**- Coughing is an easy and common way for germs to spread to others. This is per the discretion of Humble Hearts Academy.

If your child develops an illness while at home, please contact Humble Hearts Academy as soon as possible. We keep a log of illnesses and it helps us to prevent the spread of illnesses. 424-209-2537

6. WITHDRAWAL OF CHILD BY PARENT \_\_\_\_\_

Parent must provide two weeks' notice in writing before withdrawing Child from the program. If Parent fails to provide two weeks' written notice, Parent will be charged for two weeks of care, even though the child is no longer in the program. The deposit paid at enrollment will be applied to this amount due. If no deposit was collected, parent is still liable for two weeks of tuition payments (If applicable).

7. TERMINATION BY PROVIDER \_\_\_\_\_

A. Two-Weeks' Notice

Humble Hearts Academy may terminate Child's enrollment in our program upon two weeks' notice to Parent, for any reason. The pre-paid deposit for the final two weeks of attendance will be applied at this time. If there are any outstanding debts owed by Parent such that the deposit does not cover the outstanding debt plus the last two weeks of child care, Provider will apply the prepaid deposit first to the outstanding debt and the balance on a per day basis for as many days as the remaining sum permits. This may reduce the remaining number of days of care from ten (or two weeks) to the number of days possible given the amount of deposit remaining.

If Humble Hearts Academy's two-week notice of termination occurs in the midst of a longer pre-paid payment period, a pro-rated amount will be refunded to Parent after first deducting any outstanding charges owed.

B. Immediate Termination \_\_\_\_\_

Humble Hearts Academy may terminate Child's enrollment in our program effective immediately, if any of the following conditions arise:

- (1) In the sole discretion of Provider, the Child's behavior or the Parent's behavior poses a significant threat to the physical, mental health or well-being of one or more of the children or staff at the Provider, or others on our 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 three times in a calendar year.

If, pursuant to any of the reasons set forth above, Provider terminates Child's enrollment in the midst of a payment period, a pro-rated amount will be refunded to Parent after first deducting any outstanding charges owed. Provider will also refund the pre-paid deposit for the last two weeks of care at this time, after first deducting any outstanding charges that remain due and owing.

## 8. HOLIDAYS AND VACATION

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No care will be provided on the following holidays:

New Year's Day	Veterans Day
Martin Luther King Jr Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Winter Break (TBD yearly)
Fourth of July	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Year's Eve

If any of these holidays fall on a Sunday, Humble Hearts Family Childcare will be closed on the following Monday and/or if any holidays fall on a Saturday, Humble Hearts Family Childcare will be closed on Friday. Holiday weekends the daycare is closed entirely.

Above listed holidays are paid days. No credit is given for these days nor are make-up days given.

## 9. DUTY TO REPORT CHILD ABUSE

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Provider is a mandated reporter of suspected child abuse under the terms of the California Penal Code § 11166. Provider and its employees who have knowledge of or observe the Child, in their professional capacity or within the scope of their employment, whom Provider or the employee knows or reasonably suspects has been the victim of child abuse, have a statutory duty to report the known or suspected instance of child abuse to a child protective agency. In addition, Provider and any employees who have knowledge of or who reasonably suspect that mental suffering has been inflicted upon the Child or that his or her emotional well-being is endangered in any other way, must report the known or suspected instance of child abuse to a child protective agency.

## 10. GUIDELINES FOR RELEASING CHILDREN

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Humble Hearts Academy will release Child only to:

- (1) A parent with legal and/or physical custody or to the Child's legal guardian;
  - (2) Anyone Parent or guardian has authorized by prior arrangement with Provider in writing;
- or
- (3) Police or Welfare Workers with proper authorization.
  - (4) Child will not be released to anyone not on the authorized pick up list. Also, no phone calls or faxes will be accepted to authorize someone not on the list. Any additions must be made in person and must be added to the registration packet.

Provider will not release the Child to anyone under the age of 18.

Parent must not remove the Child from the daycare without notifying staff.

Anyone picking up the Child that the staff does not recognize will be required to provide their driver's license / ID card and they must be authorized by parent or guardian.

All persons dropping off/picking up the Child must sign the Child in/out upon arrival and

departure each day.

#### 11. ADDITIONAL CONSIDERATION

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- A. Clothing: Parent should provide a change of clothing for the Child. All clothing must be labeled. Provider is not responsible for soiled or lost clothing.
  - B. Medications: Humble Hearts Academy DOES NOT ADMINISTER MEDICATION. Humble Hearts Academy DOES NOT PROVIDE INCIDENTAL MEDICAL SERVICES.
  - C. Discipline: Humble Hearts Academy does not use any corporal punishment. If discipline is required, Provider will use redirection.
  - D. Medical Conditions/Allergies: Parent must fill out a form provided by Provider listing Child's allergies and all medical conditions.

#### 12. PARENT/PROVIDER HANDBOOK

Parent has seen and read the Parent/Provider Handbook and agrees to abide by policies and procedures contained in the Parent/Provider Handbook.

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#### 13. MODIFICATION/AMENDMENT

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Provider reserves the right to modify and/or amend this agreement upon a 2 week written notice of any changes in the rate or services provided. Any changes in the subsidized reimbursement rates shall be effective immediately and do not require any prior notice to Parent. Changes in basic rates/services do not require Parent consent, but all other changes require Parent consent.

#### 14. ENTIRE AGREEMENT

This agreement, together with those documents specifically incorporated herein by reference, contains the entire agreement and understanding between the parties as to the subject matter hereof.

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#### 15. INVALID PROVISIONS

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The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

#### 16. WAIVER

No right under this contract shall be waived (lost) merely by delaying or failing to exercise it. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of this agreement.

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17. GOVERNING LAW

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

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THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT.

Director Signature

Date

Print Director Name

Parent Signature

Date

Print Parent's Name

Parent Signature

Date

Print Parent's Name

## Appendix

### Parent Code of Conduct

Humble Hearts Academy strives to maintain a healthy, safe, professional, and productive family--oriented environment which is free from disrespect, discrimination, gossip, and harassment.

As providers of child care, commitment, trust, and professionalism are the hallmarks of our trade. We ask that as a parent of a child in our care, you offer us the same trust, respect, and professionalism that we will offer to you and your family. There is a special value placed on the connections that we form between the children in our care and their families.

In regard to relationships with staff at Humble Hearts Academy, we draw attention to and ask that you uphold the following core values:

- Respect the dignity, worth, and uniqueness of each individual (children, family members, and staff)
- Help children and adults achieve their full potential in the context of relationships that are based on trust, respect, and positive regard for one another

As a parent of a child enrolled at Humble Hearts Academy I will:

- treat staff and other families with respect and understanding
- model commitment, respect and trust , serving as role models for children, other families, and staff members
- Refrain from hurtful words or actions toward others on the center premises
- Adhere to the center's discipline policies when interacting with my own child on the premises
- communicate directly, clearly and tactfully with staff members and teachers, sharing knowledge, information and resources to reach common goals
- work cooperatively and proactively with teachers and staff members, in an effort to continuously improve center and classroom effectiveness
- appropriately share feelings or issues with my child's teacher or staff members to develop trust, checking for clarity and understanding

Any violation of this policy will incur the following:

1st minor offense: you will be asked to refrain from the behavior and warned that any further incidents may be grounds for prohibiting you from Humble Hearts Academy premises.

2nd minor offense and major offenses: You will be prohibited from the grounds of Humble Hearts Academy.

You will be required to find someone else to drop off and pick up your child(ren). You have the right to appeal this action by writing a letter to Humble Hearts Academy Administration within 14 days of notice.

Thank you for your attention to this matter. Our first concern is the health and safety of your child and all the other children in our care. Please help us teach them how to conduct themselves properly when things don't go their way – because they won't always go their way.