

**Kelly's Day Care**  
**10175 Woodrose Lane**  
**Highlands Ranch, CO 80129**  
**[kellysdaycare@ymail.com](mailto:kellysdaycare@ymail.com)**  
**(303) 242-7871**

## **Day Care Contract and Terms of Agreement**

### Policy and Procedures

Child/Children's Names: \_\_\_\_\_  
Parents/Guardians: \_\_\_\_\_

### **Admission and Registration Policy**

Colorado State Law requires parents to complete the forms listed below.

1. Enrollment/Admission Form (notarized)- required annually
2. Emergency Form and Authorization to obtain medical care and Transportation plus additional notarized forms (notarized)- required annually
3. General Health Appraisal Form
4. Immunization Record or signed exempt form (medical reasons only accepted for exemption form)

Before a child will be accepted for care, I must have the Day Care Contract and Terms of Agreement (signed and notarized), Enrollment/Admission Form (signed and notarized), Emergency Form and Authorization to obtain medical care and Transportation plus additional notarized forms (signed and notarized), his/her immunization record or signed medical exempt form signed by their doctor or licensed nurse practitioner, and additional forms in the enrollment packet.

Along with the Emergency Form and Authorization to obtain medical care and transportation form, you will find permission for trips, permission to use wading pool, permission for child/children to ride in an insured vehicle, permission to use indoor and outdoor play equipment, permission to photograph/video tape and media use permission form, etc. This form is required to be notarized. It will be required prior to care of your child/children.

A health care provider must update the General Health Appraisal Form for children less than two years of age in accordance with the national pediatric recommended schedule for routine health supervision or as required in writing. For children 2 years to 7 years of age the health appraisal form must be updated annually or every 6 months if noted by pediatrician. For children 7 years of age and older, the health appraisal form must be completed every 3 years. This form will need to be turned in within 30 days of care and typically within 30 days following the expiration date (required next visit which is within 30 days of his/her birthday and/or with 1 year and 30 days of last appointment). It must

include when his/her health care provider requires the next visit and signed by his/her provider. For children already enrolled in day care, services will be suspended if any paperwork is not turned in on time. During suspension of care, fees will still be required in order to maintain your child's spot. If paperwork is past due by 2 weeks, immediate termination will occur on your day care services.

Immunizations must be updated and recorded as specified on the certificate of immunization approved by the Colorado Department of Public Health and Environment. Each time your child has a wellness check, please have his/her doctor or nurse print or fill out an immunization record and have them sign and date it showing it has been reviewed during his/her current check-up. Do provide a copy to the day care showing the current date whether immunizations have been given or not at that checkup.

The Emergency Form and Authorization to obtain medical care as well as the additional notarized items above must be updated annually.

I do require that all children attending my day care have all of their immunizations. But I do understand that some children will not be immunized due to medical reasons. I will accept children who are exempt from immunizations for medical reasons with the signed exempt form. Exemptions due to personal or religious beliefs will not be accepted in the program.

### **Trial Basis**

The first two weeks of child care service will be on a trial basis. It is important to me that my day care is a good fit for your child. If I feel for any reason that my day care is not a good fit, services will be terminated two weeks after I notify you in writing or immediate if deemed necessary by the day care. Parents/guardians may terminate this contract with no notice during these first two weeks (14 days from enrollment date) if they feel it is not a good fit for their child/children and pay for the days your child was in care. After the first two weeks, parents/guardians must provide a minimum 30-day written notice.

### **Deposit and Termination of Contract**

As the provider, I reserve the right to terminate this contract for any reason. It will always be my intention to provide proper notice, but sometimes unforeseen reasons may cause an immediate termination of this contract.

I do require that parents/guardians provide a 30-day notice should they decide to terminate their child's day care service with me. The 30-day notice must be in writing and signed by all parents/guardians. Email or verbal notifications will not serve as an official notice. Fees are still required during this notice whether your child/children attend the day care or not. Your payment schedule remains the same during this period. As you can imagine, a removal of a child from my day care causes a loss of income for the day care, my family and me. A 30-day notice will allow me some preparation time, but if you are able to provide a longer notice, I would appreciate it. If you do provide a

longer notice, please keep in mind if you were to shorten the notice, a new minimum of a 30-day notice must be given.

A two-week registration fee/deposit with the admission paperwork is required in order to hold your child's place. If you choose not to use my services for any reason prior to care, this deposit is non-refundable. Since I require a 30-day notice to terminate your childcare service, the deposit will be applied towards this period and/or any past due amounts.

### **Universal Preschool Program**

The UPK requires an application for approval through the state and your child must meet the requirements. Discounts will be taken from your weekly/monthly fees during the school term which typically runs from August to May except for students out for 10 days or more (regular fees will apply during that period). Regular fees are due outside of that timeframe. You will be required to adhere to the Universal Preschool Program Family Handbook.

### **Picking up your child**

If someone other than the parents/guardians are picking up your child, they must be listed on the Enrollment/Admission Form. A picture ID is required in order to pick up the child. If they are not listed on the Enrollment/Admission Form, I will require a written notification by the parents/guardians in advance that the person is allowed to pick up your child. For the safety of your child, I will not release your child to you if I believe you are under the influence of a controlled substance. I will contact another person listed on the Enrollment/Admission Form to pick up your child. For your safety as well, if needed, I will notify the police department of your condition.

Your child is required to be picked up by closing time which is 5pm. If your child is not picked up by closing time, I will try and contact everyone listed on the enrollment form. As required by the State of Colorado, if I am unable to reach anyone, I am required by law to contact Social Services and the County Sheriff and report the child as abandoned. Please make sure you are in communication with me to avoid this from happening. If your child is picked up late, I will make sure they are comfortable, engaged in appropriate activities, and fed if your child becomes hungry. **I will charge \$2.00 for each minute you are late. Late is defined as going past the agreed upon pick up time for your child. Under extreme circumstances, such as snowy and icy roads or unusually heavy traffic, I will not charge late fees. These late fees will only be waived if deemed so by the day care. The late fees will be added to your account and must be paid by your next regular payment due in order to continue care. Please notify me if you are going to be past your scheduled pick up time preferably as early as possible. Consistent late pickups could end in termination of your day care contract.** I am not allowed to care for your child overnight. Your child cannot stay past midnight. I have my own family to take care of as well and ask that you respect my time with family. For your child's safety please hold their hand at pick up and drop offs. While on our property during picks up and drop offs, they need to be under your supervision. Please refrain from having your child wander into other neighbor's properties.

Pick ups between 3:30pm-4:30pm require a 10–15minute text by parents. Children at that time will try the potty or have their diaper check. They will get their shoes on as well. Children that are here after 4:30pm will start getting ready at 4:30pm and do not require a text from parents.

Any person staying beyond 10 minutes at pick up or drop off is considered a visitor or volunteer. Visitors or volunteers need prior approval by the day care.

### **Agreed upon days and hours for your child's day care:**

Days: \_\_\_\_\_

**8:00am to 5:00pm**

\*\*\*pickups are preferred before 1pm or after 3:30pm in order to not disturb nap time. Please only pick up during nap time if an urgent matter arises. Contact day care if this needs to happen at any time.

Drop offs are required by 9am. Exceptions will be appointments or an approved reason by your provider. Students with an exception will need to be dropped off by 12pm. Students that are consistently late and causing disruption to the program may have their care terminated.

Please do not park in the driveway when picking up or dropping off your child as the driveway is reserved for my family and for access in and out for emergency purposes. We need full access in and out of our garage at all times. Always be careful when walking around our property and inside our home. Children are always playing with toys, so please watch your step. No food or drinks are permitted on the property when dropping off and picking up your child. Please help keep our property clean and free of wildlife and bugs.

### **Tuition for care: Itemized Fee and Payment Schedule**

I charge \$70.00 per day for childcare for children 2 years and older. Payments are due on each Sunday by 11:59pm for that week of care. For example, each week will cost \$280.00 for children 2 years of age if your child is in my care Monday-Thursday. If your child starts my day care on a day other than Monday, you will be required to pay the remaining days in that week. A \$10.00 late fee will be charged for every day you are late starting with Monday if payment is not made by the cut off time (Sunday 11:59PM). Each individual invoice will not accrue over a \$50.00 late fee. Refusal of care at drop off and/or termination of care may occur if day care fees are not paid on time. I will accept payment in cash, check, money order, or cashier's check. I also offer direct deposit where parents/guardians have the opportunity to pay their child care bills electronically. Additional transaction fees are typical if paying by credit card. Please ask me for more details on how to set this up.

As a reminder, registration fees/deposits will be applied to your 30-day notice and/or any past due amounts as the end of care. If you have a past due account that goes over 90 days, your account may be sent to a collection agency. Failure to pay your fees on time, may mean I will be forced to exercise whatever rights and remedies available under the law to enforce such payment, including but not limited to institution of legal proceedings against you to recover the above amount, together with accrued interest and legal expenses. In the event that I pursue legal action for the recovery of unpaid charges, you shall pay me all costs of collections, including reasonable attorney fees and costs incurred as prevailing party.

If a check is returned to me for insufficient funds or any other reason, I charge late fees and any fee incurred to me by my bank. Future payments will be required in cash, money order, or cashiers check. Late payments or bad checks can result in termination of your child's care. Three insufficient funds will cause an immediate termination in care and all fees including late/insufficient fees will be due.

I will be fully compensated for any day that your child is not in my home due to illness, vacation or any other reason. Payments are required to be paid on Sunday by 11:59pm, regardless if your child is not in my care on Monday unless written arrangements have been made between the parents/guardians and myself. Payments are due on their regular schedule regardless of any closures on our part.

If your child is asked to leave the program for any reason whether temporary or permanent, fees will be required until the last day of the child's care in my home.

If for any reason, I owe you a credit back, it will be deducted from the following payment that is due from you. I will not provide a check or cash. If no other payments are due from you, then a check will be mailed to you within 21 days of your child's last day of care.

**Agreed upon daily rate for your child/children: \$70.00 per child for children 2 years old and older.**

## Hours

My hours of operation are Monday through Thursday, 8:00am to 5:00pm, unless other arrangements have been made. Since the day care is operated in my home, I please ask that you respect my hours and do not drop off your child early or pick your child up late. The hours of operation must be observed and respected. I will charge \$5.00 for every five minutes your child is dropped off early and \$2.00 for every minute your child is picked up late. Continuous disregard for my hours of operation and agreed upon hours that I care for your child can lead to termination of your child's care. Unexpected early arrivals may be denied entry into day care until we are set to open at 8:00am. Please notify me in advance as best as you can to let me know if your child will be late or not attending day care that day. You will be required to sign your child both in and out of day care each day utilizing a pin code, signature, or the written log.

## **Special Activities, Programs, and Field Trips outside the Home**

If I plan an activity or field trip outside the home, I will notify you in advance. If you do not wish for your child to participate in the activity or field trip, you will need to make other arrangements for your child to be watched that day. You will be required to sign a field trip permission form. Your payment fee for that day is still required, regardless of your decision for your child to attend or not. Any costs associated with the field trip will be at the cost of the parents/guardians, except for food, drinks, and transportation. We may take walking trips to the park, playground and my child's school.

## **Provider Illness and Emergencies**

In cases where I become ill or someone in my household becomes ill, I will notify you as soon as possible in the morning. It will be the parents/guardian's responsibility to find substitute care.

In cases where I have an emergency or need to leave immediately for any other reason, I will try to obtain a substitute or an emergency substitute that will notify you that your child will need to be picked up immediately from the time you receive the call from the emergency substitute. If a substitute or an emergency substitute is not available, I will call you and you will be required to pick your child up immediately. A substitute will be trained in the required areas. Normal fees are due when a substitute is covering me at the day care. My husband, Thomas Baker, will serve as my normal substitute. If another substitute is utilized, you will be required to sign an Acknowledgment Form of Substitute Care at drop off. If you choose not to keep your child here when a substitute is covering the day care, fees will still be required, and you will be responsible for finding alternative care. Depending on the circumstances, there may be no advance notice of a substitute taking over the day care and due to this reason, no form to sign. Please be aware that my emergency substitute is not CPR/First Aid certified or cannot administer medicine. A substitute can cover me at the day care, where as an emergency substitute can only cover me when I leave, and he/she will call all parents/guardians to pick up their children immediately. An emergency substitute simply allows me to leave the day care while parents/guardians are on their way to pick up their child.

I will receive 10 paid sick/personal days per calendar year. After the first 10 days whether used as sick or personal at my discretion, I will not charge day care fees for days I close due to illness with myself or my family unless it falls under the bereavement leave. If I need to close early due to illness or for any other reason, I will refund a portion of the daily fee and require your children to be picked up immediately. This will be credited to your account and applied to your next payment due.

Unfortunately, sick days will happen and possible emergencies or times I may need to leave immediately, and I apologize in advance for the inconvenience this may cause you. An individual or group text will go out to notify all families unless you have a written

statement notifying me to contact another way for this purpose. We ask that you remain respectful during this time. Please prepare as best as you can in advance for back up care as you may receive noticeably short notice of the day care needing to close.

### **Holidays, Vacations, and Personal Days**

My day care will be closed on the following holidays **with pay**:

New Year's Eve  
New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving  
Christmas Eve  
Christmas Day

If a paid holiday falls on a Friday or Saturday, we will take one of the weekdays (Monday through Thursday) in the same week as our paid holiday. If a paid holiday falls on a Sunday, we will take one of the weekdays (Monday through Thursday) in the same week as our paid holiday. You will be charged for that day. Fees are always due at the same time regardless of closures.

I will take up to 4 weeks' vacation per calendar year. The first 3 weeks (15 days) will be paid vacation. I will do my best to give you at least a one-month notice of any vacation time I am planning to take. I will also provide a reminder approximately two weeks prior to my vacation. In rare instances I may provide less than one-month notice of vacation time.

At times I will need to take personal time off for things such as doctor appointments, etc. I will notify you with as much time as possible so you can arrange for substitute care. Personal days are in addition to vacation time. Please remember 10 days per calendar year of sick/personal days are paid days.

**For any reason your child does not attend day care (vacation, sick, etc), fees will be required to maintain his/her spot. You are contracted to pay for the days listed in this contract whether your child/children attend those days or not. If you are looking for any additional days from time to time, it will be treated as drop-in care with fees in addition to your normal fees. Keeping a set schedule is best for both your child/children and the day care. Please check with the day care in advance if you need additional days than your normal days to see if we have the ability to accommodate your needs.**



## **Bereavement Leave**

Bereavement leave is for a death in the family, a family member who has been severely hurt, or a family member who is extremely ill and requires my help. I will be compensated for one-week (5 days) bereavement pay per calendar year if needed. This time will not include my vacation time. You will be required to find alternate care for your child. If I know of someone that can help, I will let you know. As you can understand, this is an emergency situation that will more than likely result in no advanced notice.

## **Jury Duty**

If I am called to Jury Duty, the first 3 days will be paid pursuant to Colorado State Statutes. (Sections, 13-71-126, 127, 128, 129). Any additional days required for Jury Duty will not be paid. I may choose to use personal days for the additional days.

## **Special Needs**

I will provide care for children with special needs with the following criteria: Reasonable accommodations will be made for your child as long as it does not cause major alterations to my home and child care program. A provision in the law, states that if it cost prohibitive to accommodate the disabled child, special exemptions may be made. For the benefit of your child, I must have the proper training in the field of special needs, specifically their individual needs, in order to properly care for your child and accept them in my care.

## **Clothing and Equipment**

Parents/Guardians are responsible for providing their child/children with appropriate clothing according to the weather that day. I do require your child to have an extra pair of clothing, including underwear and socks. Extra underwear and socks are beneficial to have at my day care. Please bring extra to insure your child is properly supplied.

For safety reasons, children will not be allowed to wear jewelry (necklaces, bracelets, watches, etc.). Secured earrings will be allowed. Please be mindful of hair clips, hair bands, etc. If your child has the tendency to remove these, please refrain from having them wear them. The provider has the right to remove any items deemed unsafe from your child's hair or body. We will remove socks during nap/rest time as well. If your child prefers to wear socks inside, it is best to have them wear socks with slip grips on the bottom to help prevent falls.

Please check your child's pockets for small chock hazard items (coins, candy, etc.). Parents are responsible for ensuring their child is not carrying unsafe times in their



pockets or elsewhere. If your child brings a book bag, please check for any unsafe items and choke hazards. Book bags will be kept in a secured area.

If your child's clothes become soiled during his/her time at the day care, the soiled clothes will be put in a bag and given to you at pick up. Soiled underwear will be thrown away. Clothing will not be washed here at the day care. Your child as well as any belongings coming into day care must be clean.

If you leave behind your child/children's personal clothing and supplies at the end of their care, we will notify you a couple of times that these personal items need to be picked up. You will have two weeks from the time we notify you to pick up these belongings. If clothing is not picked up by the date noted in the letter, these items will be kept for day care use, donated, or thrown away. Items such as sunscreen, cream, diapers, etc. will be thrown away at the same date listed in the letter.

Parents/Guardians are responsible for providing their child with the proper equipment necessary to participate in indoor and outdoor activities such as helmets, wristbands, and knee and elbow pads.

### **Storage, loss, damage, or theft of provider or child's personal belongings**

Toys, equipment, furniture, personal belongings, and any equipment in the home may be accidentally broken. If your child purposely breaks any items in the home or another child's personal items, you will be required to replace the item, pay for the cost of the item, or pay for any repairs needed. Decorations on the property, including interior and exterior, are for eyes only. Students that are breaking decorations will be required to cover the cost of the broken item.

Unfortunately, items can get lost or broken in the home. For this reason, I ask that you do not bring any toys or books from your home. A favorite stuffed animal or security item may be brought to the day care in the initial first week of care. I will not be held responsible for any loss or theft of your child's items.

A cubby will be assigned to your child. Please place their personal belongings (jacket, shoes, etc.) in there upon arrival. Any items that present a possible chock hazard or medications (liquid, ointments, etc.) need to be directly handed to the day care provider. Please exercise extreme caution on what items you please in the cubby. Place wet shoes on the entry mat so they may dry first.

### **Transportation and Unscheduled Trips from home**

If for any reason your child will be transported in my vehicle or my husband's vehicle, we will insure you that they will be properly restrained according to their age, weight and height. We have a Honda CRV with the capacity to hold 5 passengers and a Ford Explorer with the capacity to hold 7 passengers. Children will only be put in these

vehicles if the proper restraint requirements are available, which may require using two vehicles. We will only leave the day care for scheduled field trips, prior approved reasons for leaving the day care, to pick up or drop off my children, daily walks or walks to the park and playground, or any emergency requiring use to leave. Your child's emergency information card will be brought in the vehicle. Both of our vehicles are equipment with first aid kits, water, blankets, and vehicle emergency items.

If I pick up my children from school or from any other place, my husband, Thomas Baker or a substitute, will watch them during this time if I do not take your child/children with me or am unable to take them with me. No advanced notice is given for these times. Thomas or any other substitute are fully trained as a day care provider substitute.

### **Media Use**

Television viewing will be limited at my day care. We may watch age appropriate shows for a short period each day (approximately 30 minutes to an hour) and on some days we will watch a movie.

You will be required to sign a Media Use Permission Form.

My personal computer and tablets will only be used for educational reasons.

We will have music activities at least once a week.

Video games will not be used in my day care unless they serve an educational purpose, like learning the alphabet.

### **Meals and Snacks**

I will provide a mid-morning snack, lunch, and a mid-afternoon snack. I strive to serve nutritious foods. If your child has any allergies, it is imperative that you let me know. If your child suffers from allergies, diet restrictions, or a personal food preference, I require you provide his/her food for their safety. Your packet will contain a sample menu. Additional forms and paperwork are needed for children with special diet needs.

Treats and juices will served occasionally.

If I choose to care for your child that is under one year of age, I prefer your child that is breast fed or bottle fed to transition to a sippy cup by the age of one years old. Each child reaches developmental stages at different times, so it is important we follow any recommendation from your child's doctor. Since we are a toddler-based program, I do prefer children to not have pacifiers.

Approximate snacks and lunch time are as follows:

Am Snack: 9:30am PM Snack: 3:45pm

Lunch: 12pm

We will do our best to keep your child/children's clothing clean, but please keep in mind that stains will happen.

### **Behavioral Guidance and Discipline**

Behavioral guidance and appropriate discipline are important in my day care to ensure a pleasant and safe environment for the children. All children in my day care are expected to behave appropriately and in a reasonable manner. But I understand this doesn't always happen. I will provide behavioral guidance in the following manner: On a daily basis, I will engage children in teaching good manners, defined behavioral skills, and positive reinforcement. I will give the child an opportunity to correct their behavior by explaining to them what they are doing and how to correct it, but if they choose not to listen, they will receive a warning, followed by a cooling down period. If they continue the behavior after the warning has been given to them, I will place the child in a safe place to cool down. I find that once the child has calmed down, I can then discuss to them why they were put there and do ask that they apologize to the appropriate person. All children are unique and different, and I welcome any input you have on your child's needs when it comes to discipline. No corporal punishment will ever be used.

Children that are too young to understand discipline will be re-directed to a new activity.

A conference with parents and myself will be conducted should a child's behavior become disruptive, unsafe, or challenging in day care. Children that are displaying behavioral issues or concerns will be issued a behavioral report for parents/guardians to sign during this conference. This report will cover the concerns occurring with your child and a support plan to help your child improve his/her behavior. An early childhood mental health consultant or other specialist may assist if deemed appropriate by myself and parents. Detailed observations and written documentation will take place in order to help support your child during this time. Children that are misbehaving above what I can care for, will be required to go home. Any child displaying a danger to other, to themselves, or aggressive will be immediately removed from the group for safety and released to parents or approved pick up person. Children that cry for over 2 hours will be required to go home, regardless of reason. Children in their 2-week trial period will be allowed to stay longer if deemed appropriate. Depending on the circumstances, a probation/suspension period may occur for the child and if needed, expulsion (termination of the day care contract). It is always our last resort to terminate a child's contract due to behavioral issues, but we must do what is best for all parties at the day care. Fees will still be required during these times.

### **Rest Time and Equipment**

Naptime is especially important in my day care. Naptime will approximately be around 1:30pm and will last to approximately 3:30pm. If your child does not sleep during this time, they will be asked to rest quietly as to not disturb others that are sleeping and may

engage in developmentally appropriate alternative activities after they have attempted a nap for a reasonable timeframe. Children that are disruptive during this time, may need to be removed from our day care program in order to provide a healthy balance for all children in care.

If I am caring for your infant, they will sleep in a separate area if they are comfortable doing so and according to their individual schedule. We follow the guidelines of the American Pediatrics for safe sleep (Safe Sleep Policy). They will be provided an approved crib or play pen to sleep in. I do not allow any toys or blankets in the crib. The crib mattress will have a fitted sheet only. Children under the age of 12 months will be placed on their backs to sleep. Infants that are able to roll will be put on their backs to sleep but allowed to move to whatever position they prefer to sleep. As your infant gets older (becomes mobile and spends less time napping), I do encourage naptime to be at the same time as the older children in my care and prefer they use a mat, cot, or child's fold out bed (depending on their physical developmental skills). I find this provides the best rest for all children in my care.

For other children, I will be using a fold out bed, cot, or mats, depending on the comfort, age and height of the child. Blankets, sheets, and pillows will be provided.

Infants under 12 months, will be offered a pacifier during sleep time to help reduce the risk of SIDS unless parents sign a statement otherwise. Swaddling is not allowed. Infants will be checked every 10 minutes and any staff will remain on the same floor as the infants sleeping. A health care plan regarding swaddling will be required for any deviation from this policy and updated monthly. The pediatrician, parents, and provider will need to sign off on this as well. As we are generally a toddler-based program, we prefer no pacifiers or bottles in care.

We do not prefer parents or visitors to come during naptime, unless it is an emergency. Please contact the day care should you need to pick up during this time. Drop offs will not be allowed during the nap time.

### **Diapering and Toilet Training**

Parents/guardians will be required to supply diapers, wipes, diaper rash cream, and any other personal items for changing diapers. Please make sure your items are labeled with your child's first and last name and put in a bag. You can either bring these items daily or weekly. I will insure you that the diaper-changing area is cleaned and sanitized between any diaper changes. I will also use disposable gloves to help prevent any germs from spreading. Both your child and I will wash our hands after they have been diapered. Please understand if you do not provide supplies, day care services can be refused and lead to termination of day care services. Kelly's Day Care is not responsible for supplying these items for your child. If Kelly's Day Care has a backup supply available, and these items are offered to you so you may drop off your little one, you will be required to replace what is taken from the supply.

Toilet training requires the effort of everyone involved. Please inform me of your preference on potty training. I offer both a child portable potty and a child seat for our regular toilet but find the child seat to best help children move forward successfully with potty training. If your child is potty training, please have them wear pull-ups. Also make sure they are wearing clothes that are easy to come off. No overalls, belts, or onesies. Once they have no accidents for a week, then we can try regular underwear. It is imperative that you bring extra underwear for your child, as there will probably be accidents in the beginning. Due to personal hygiene and the cleanliness of the day care, children in underwear that are having regular accidents, will be required to be in pull-ups. Regular accidents may result in cost to the parents for replacing or cleaning of soiled furniture, carpet, rugs, flooring in the home. Disregard for our potty-training policies may result in termination of care.

For children potty training and children that are already potty trained, please provide flushable wipes if your child/children use them at home.

I will provide your child's potty-training information at the end of the day so you can see your child's progress.

Please remember that diaper rash cream requires written consent from parents/guardians. If the skin is open/broken, diaper cream can only be applied with both parents/guardians written consent and the written consent from his/her medical provider with prescriptive authority.

Please have your child freshly diapered or if potty trained, have them potty prior to arriving to the day care. This will help me better keep our activities and plans on schedule for the day.

## **Outside Play**

Each day, weather permitting, we will go in my backyard for some fun outdoor play. Please make sure that your child is dressed appropriately for the weather. Don't forget things like jackets, gloves, hats, boots, etc. Winter gear is required for outdoor snow play. Snow gear consists of a coat, waterproof gloves, snowsuit or pants, winter hat, and waterproof snow boots. Children will need to have sturdy tennis shoes or sandals for outdoor play. Shoes and sandals need to be in good condition with working velcro/laces. Flip flops and crocs style shoes are prohibited for outdoor play. Clothing must be safe for play time. Clothing that prohibits play will be taken off and switched for their back up clothes.

In Highlands Ranch there are some great parks and trails within walking distance. We may take daily walks or walks to the park and playgrounds. Children will be allowed to use the playground equipment if age appropriate. No Field Trip permission form will be signed for these walks.

Prior to outside play, all children will be required to wear sunscreen with the exception of infants. Please let me know if you have applied sunscreen prior to your child arriving. Sunscreen will be reapplied as needed throughout the day.

Parents/Guardians must provide his/her child's sunscreen. It needs to be at least 30 or greater SPF and applied according to the manufacturer's instructions. Please label the sunscreen with your child's first and last name. If for some reason, you have forgotten to provide sunscreen, I will provide 30spf or higher sunscreen.

Infants will be provided with shade from an umbrella, tent, or tree.

As parents/guardians know, outdoor play can cause dirt stains, grass stains, etc. on your child/children's clothing. We will do our best to keep their clothing as clean as possible. We also have a sand box that the children will utilize often. Though it typically does not cause stains, it may leave some dust or sand on their clothes and shoes. This should easily come off in the wash. You can simply use a damp cloth on shoes.

Indoor recess will take place when weather conditions are not suitable for outdoor play. Such conditions would include but are not limited to poor air quality, temperatures below 32 degrees with windchill, temperatures above 90 degrees, rain, and snow conditions. Indoor recess will take place if icy conditions are present.

Students will be required to bring their own beach towel on water play days.

### **Second Hand/Third Hand Smoke**

Smoking is prohibited at my home or anywhere on the premises. Please do not smoke on my property. I prefer you do not smoke on your way to dropping off your child or picking up your child as it causes a smell on the child's clothes that will be brought into our home. Children or their personal belongings smelling of smoke will be required to have their clothes changed immediately. This could lead to termination of your contract if this becomes a problem.

### **Legal Custody**

If there is a court order for child custody, I must have a copy of the court order recognizing who has legal custody of the child. It must also state the visitation rights and schedules. If I do not have a copy of the court order, I can release the child to his/her parent and or legal guardian. If you have a parent plan, please provide that to me as well. Kelly's Day Care can terminate any contract due to issues between the parents/guardians regarding custody arrangements and or day care services.

## Illness

For the prevention of illnesses spreading, children are required to stay home for the following reasons:

- The illness prevents the child from participating in regular activities
- The illness requires greater care than the provider can comfortably offer
- Diarrhea
- Moderate to Severe Coughing/Sneezing/Runny Nose with colored discharge
- Difficult or rapid breathing
- Yellowish skin or eyes
- Pinkeye
- Unusual spots or rashes
- Sore throat or trouble swallowing
- Infected skins patches-plus a fever
- Unusually dark, tea-colored urine
- Grey or white stool
- Headache and stiff neck
- Vomiting
- Unusual behavior- child is cranky or less active than usual
- Loss of appetite
- Severe itching of body or scalp
- Fever (100 or higher)
- Croup
- Hand Foot and Mouth Disease
- Lice
- Covid
- Any other symptoms that indicate a cold, flu, or illness

For the above cases, children must be symptom free for at least 24 hours without the aid of medication before they are allowed to return to my day care. Certain illnesses including some listed above may require a longer stay home period. Consult your provider for return to care instructions. During certain cold and flu seasons, the Health Department may recommend how long a child may need to be symptom free before returning to day care. We will consider their recommendations and guidelines. We may utilize a 48-72 hour symptom free policy without the aid of medication before they are allowed to return to my day care. Please make sure you also notify me immediately if any of these symptoms should arise. I need to be aware of any symptoms your child has been exhibiting since I last saw them in my care. If any of these symptoms are present when you bring your child to the day care, they will not be admitted. If these symptoms start to show while your child is at day care, I will call you to come pick up your child. If you do not pick up, I will then call the persons you have listed on your emergency list for pick up. I will isolate your child from the other children and make them as comfortable as possible. Children that are not feeling well, regardless if contagious or not, are required to stay home. We will follow the same guidelines when it comes to illnesses in our home. If I or anyone living in my home become ill during day care hours, I will require



parents/guardians to pick up their child immediately. Day care will close at that time in order for us to attend to our family needs and will re-open when deemed appropriate.

Any child diagnosed with a communicable illness (including, but not limited to, chicken pox, hepatitis, measles, mumps, meningitis, diphtheria, rubella, salmonella, giardia, tuberculosis, and shigella) must stay home. I am required to notify all parents/guardians of the illness and report it to the local county department of health or the Colorado Department of Public Health and Environment.

Children with lice are not permitted in day care. A doctor's note must be turned in showing the child has been seen by the doctor's office and is cleared of all lice before they are allowed to return.

Bed bugs found on your child's belongings will require a letter of remediation by a professional company stating the child's home has been treated and is clear of bed bugs. The child will need to stay home until the letter has been approved by the provider.

Once diagnosed with a reportable communicable illness, your child can only return to day care once his/her health care provider or local health department deems it safe to return in writing. I prefer not to give medication at my day care. If possible, please administer any medication at home. If your child has taken any medication the night before or that morning, please let me know. This information is important to know if there is ever a need for emergency medical care. I can then let the doctors or EMT know what your child has taken the night before or that day. As a provider, I reserve the right to require a doctor's note for return to daycare. Doctor notes need to have the name of the illness, child's name, when the child may return to daycare, signed and dated by their pediatrician or nurse, and on letterhead. As your child's provider, I reserve the right to exclude a child from daycare even with a doctor's note if I feel the child is not well enough for day care. Any falsified information on your behalf or on a child's doctor's note may lead to immediate termination. Virtual health visits will not hold the same merit as a physical exam when deciding a return to care date.

When a child is having health issues or concerns, a Health Issue/Concern Report will be issued to the parents to sign. If a health issue or concern is more than I can care for, it may be necessary to terminate care in the best interest of the child.

If a parent/guardian is feeling ill at drop off or pick up, we prefer for parents/guardians to remain on the front porch when signing in or signing out their child. This will help prevent the spread of illnesses throughout the day care.

If it is necessary for your child to take any type of medication, including prescription, non-prescription (over the counter), ointments or creams, I will need written authorization from both his/her health care provider with prescriptive authority and the parents/guardians. This is imperative, as I will not be allowed to give medication without this authorization. Please ask me for the proper procedure and forms for medication administration.

All medicine must be in its original container with your child's first and last name labeled on it. Prescription medicine containers must bear the original pharmacy label that shows the prescription number, name of medication, date filled, physicians name, child's name, and direction of dosage. Medications will be stored in a locked box. Any medications taken at day care will be properly documented in your child's medication log. Expired medications or empty bottles will be returned to you.

Nebulized medications and epinephrines must have a written individual health care plan by the prescribing doctor that identifies the factors for determining the need for the administration of the medication. Certain medications require specific training in order for a day care to provide during care. Please make sure we are trained or able to obtain training prior to care. Costs of training may be the responsibility of the parents/guardians. Please discuss with your provider.

If a child takes a medication on an ongoing basis, please have his/her doctor write a health care plan and have them be very descriptive on the written health care plan, so I am fully informed as to the condition of your child's health. The better I am informed will allow me to better care for your child's specific needs.

### **Accidents and Emergencies**

Unfortunately, accidents can happen no matter how careful I am in caring for your child. If your child obtains a minor injury such as a scrape or cut, I will administer first aid with soapy water for cleaning the area, and band-aids. I am not permitted to use any ointments or creams on broken skin without a written order from a prescribing health care provider. I will notify you when you pick up your child with verbal communication and an Incident Report in Brightwheel.

For more severe injuries, I will notify the parent's/guardians immediately and contact 911 if necessary. If I cannot get a hold of the parents/guardians, then I call the persons listed on the emergency list. I ask that if the child needs medical care that the parents come pick up the child to bring to their doctors. If that cannot be done immediately, I will do everything in my power to have an emergency substitute take over, so I can bring your child to either his/her doctor or if necessary the hospital of your choice indicated in your admission form.

If a child is ever lost in my care, I will notify both the parents/guardians and police. I am also required to notify the State Department within twenty-four hours, excluding weekends and holidays, with a written report about any child that is lost from the daycare and whether authorities have been notified.

In case of accidental poisoning, I will contact the poison control center for specific directions as to the proper care for your child and call 911 if needed. I will also inform the parents/guardians.

## **Natural Disasters, Terrorists Attacks, Active Shooter and Emergencies**

Being prepared for any natural disaster is especially important in my day care. Located next to the entry door will be a copy of the home's floor plan showing the two emergency exits, location of fire extinguishers, disaster supply kits, collapsible ladder, utility and water shut off, first aid kit and reunion location both inside and outside of the home. In addition to the home's floor plan, the emergency telephone numbers will be posted by the phone in the kitchen. The emergency telephone number list will also contain the location of the children's personal emergency numbers.

All emergency contact information will also be in my cell phone if we were to need to leave my home.

During a blizzard or severe weather conditions, I will remain closed. Sidewalks and walkways are required to be shoveled 24 hours after it stops snowing. The day care, my husband, and I will not be held responsible for any injuries related to snow or ice on the property. A text and email will be sent announcing the closure. Payment is required for weather-related closures. When day care is open on snowy or icy road condition days, drop-offs will be permitted between 8am to 10am. Day care may choose to open at a later time on snowy and icy road condition days. An email and text will be sent out if day care will have a late start. An early closure may occur if weather conditions decline during day care hours. Parents will be notified by email and text with the updated closure time to pick up their child/children. Regular payments are due for late starts and early closures.

In case of a fire, I will do my absolute best to remove all children from the home and to a safe place outside the home away from the fire. I will call 911 and notify parents/guardians immediately. Children will need to be picked up right away. I conduct fire drills monthly.

During a severe thunderstorm or electrical storm, I will keep all children away from windows and any electrical equipment. All electrical devices will be turned off for the safety of all of us in the day care until the storm passes. If any flooding occurs, we will seek higher ground, either in the home or outside the home. I will notify parents/guardians that they will need to pick up their child immediately if the home is not safe to be in. Otherwise, I will simply notify parents/guardians of the storm and that we are safe.

During a tornado warning, we will take shelter in the basement until the storm passes. An emergency kit containing food and necessary supplies is located in the basement as well as first aid supplies and a portable toilet. I will notify the parents/guardians that they will need to pick up their child immediately if the home is not safe to be in. Otherwise, I will simply notify parents/guardians of the tornado warning and that we are safe. I conduct tornado drills during tornado season.

If a blackout happens, I have plenty of flashlights, candles, and blankets. If the power outage remains for longer than 2 hours, I will require parents/guardians to pick up their child.

In case of a car accident, I will have an emergency card on each child to aid the EMT crew in assisting the children. My husband, my substitute, my emergency substitute, a medical person, or I will notify Parents/guardians.

In case there is an emergency evacuation in our neighborhood, we will either go the King Soopers located on Highlands Ranch Parkway and Wild Cat Reserve in Highlands Ranch or to my in laws home located on Lincoln and Jordan in Parker. I will notify parents/guardians and your child will be required to be picked up immediately.

In the event of a lockdown, I will make sure all windows and doors are locked and that children are kept away from windows and doors. If the neighborhood or our home is on lockdown, I will notify parents/guardians to the situation. You will not be able to pick up your child until deemed safe by local authorities.

In the event of a reverse evacuation, I will make sure all windows and doors are locked and that children are kept away from windows and doors. I will notify parents/guardians to the situation. You will not be able to pick up your child until deemed safe by local authorities.

In the case of a shelter in place event, I will make sure all windows and doors are locked and that children are kept away from windows and doors. I will notify parents/guardians to the situation. You will not be able to pick up your child until deemed safe by local authorities.

I will conduct severe weather drills, lockdown drills, reverse evacuation drills, and shelter in place drills quarterly.

Smoke detectors, Carbon monoxide detectors and fire extinguishers are checked monthly.

In the event of a terrorist attack, whether in Colorado or anywhere in the United States, I will notify parents/guardians to pick up their child immediately. This is simply to keep your child in your care during such an attack, as it would provide the best comfort to them. I will do my best to take care of your child if the attack is affecting our area.

In the event of an active shooter, I will immediately gather all children and take them to a locked room and block the door for additional protection. As their provider I will protect your child to the best of my ability. Once law enforcement has reached the premises, we will follow their guidance. All parents/guardians will be notified to the situation.

In the event of local, state or national illness outbreak and/or emergency, I will follow the guidance of the Department of Public Health and Environment, Colorado Office of Early Childhood, CDC, and the state and national recommendations and requirements. Policy

and procedures will be updated at the appropriate times specific to the particular outbreak. Parents will be required to review all updates including but not limited too changes in the policy and procedures during those unprecedented times. Signatures will be required for any changes to the contract. We reserve the right to charge daycare fees during these events that lead to closures. Closures may occur to deep clean should an illness spread throughout the group. Payment is still required during the closure.

If any other event were to occur causing damage or an unsafe environment, I will require parents/guardians to pick up their child immediately.

If there is no phone service available, I will do my best to post a note on either the front door of my home or in an obvious place if possible, as to our location to come pick up your child.

If my children need to be picked up due to any emergency or for any other reason, my husband will do his best to pick up our children, but if needed, depending on the number of children in my care, I would need to take your children with me. If transportation is not available for your children, I will require that you pick them up immediately.

If I need to leave for any reason, if available, I will have my husband, Thomas, watch your children. He is CPR and First Aid certified, Medication Administration certified, and certified in Universal Precautions. If he cannot watch your children till closing time, he will notify parents/guardians as to what time your child needs to be picked up. If both Thomas and I need to leave for any reason, we will try to have a substitute or an emergency substitute to watch your child. If it's our emergency substitute, he/she will call all parents/guardians notifying them that they will need to pick up immediately. He/she will be trained to know the location of all children's personal emergency numbers and our disaster plan.

Please remember to keep in mind that I may step away from the day care in order to pick up or drop off my children from school or for any other reason. I will notify you should I plan to be gone longer than 30 minutes. Once again, in most cases, my husband will be running the day care while I am gone. If he is not available, a substitute or an emergency substitute will take over if available and call all parents/guardians to pick up their child/children immediately.

I have two children myself and know the importance of your child's care in an emergency situation, but my family and I cannot be responsible for the effects of these emergencies. I will do everything in my power to protect your child and keep them safe. All staff will be fully informed on any child with disabilities or those with access and functional needs in order to safely and efficiently assist these children in any type of emergency.

## **Recall Toys and Equipment**

I will keep checking for any recall toys or equipment through online resources and through day care organizations. I also fill out any registration cards so I can be notified directly by the company of a recalled item. I will follow the necessary instructions for the recalled toy or equipment. If any recall toy or equipment is in my home, I will note in a log describing the steps taken to fix the toy or equipment or if the item has been removed from my home.

## **Alcohol and Drugs**

Alcohol is not permitted to be used in my home during day care hours. Drugs are never used in my home.

## **Life Changes**

If a major event happens in your family, I would appreciate if you would notify me. This way I can better help and understand your child during this time.

## **Tax Time**

A W-10 will be provided to each parent/guardian in January for the past year. If your child is not in my care during that time, I will mail it the address listed on the enrollment form. Please notify me of any address changes.

## **Abuse and Neglect**

I am required by law to report any suspicions or incidents of child abuse and/or neglect to the Department of Social Services and/or police department. Parents/guardians are obligated to report any suspicion of child abuse and or neglect as well. To report any suspension, incidence or neglect please call the Colorado Department of Human Services Division of Child Care at (303) 866-3755 or (800) 799-5876 and/or Douglas County Human Services at (303) 663-6270.

## **Cleanliness/Hygiene**

Please make sure your child arrives clean, both body and clothes. Cleanliness and hygiene are especially important in the day care. Don't forget to check your child's clothes and shoes prior to arrival if they are coming from playing outside to insure they do not have sand, dirt, etc. built up in them. They need to have clean nails, no splinters, and any bandaging needs to be clean. If your child is wearing any type of bandaging including regular band aids, please notify me what injury is under the bandage at drop off. Nail polish is allowed if your child does not tend to chew or chip at the polish. I strive to keep my home as clean as possible and will always do my best to keep it in

tiptop shape. I will also make sure to keep your child clean by washing hands and faces when needed. I will also put on fresh clothes if his/her clothes should become soiled while at the day care. As mentioned before, please provide extra clothes for your child including underwear if they are potty trained.

Unfortunately, stains can occur on your child/children's clothing while at the day care. With lots of art projects, craft projects, outdoor play, baking, and much more, stains will happen. We will always strive to do our best in keeping your child/children's clothing free of stains, though we will not be responsible when stains do occur.

### **Birthday and Holiday Celebrations**

We love to celebrate holidays and birthdays at the day care. I will provide a birthday treat for your little one that day or you can provide the treat. Just let me know your preference. We will make sure and discuss it prior to your child's birthday. I plan to celebrate the holidays through crafts, baking projects, story telling, and educational activities. I welcome any ideas you may have for crafts and projects.

### **Your child's day**

My goal is for your child to love coming to my day care. Each day we will have a language provided activity such as reading or story telling. At least once a week, we will do something musically related such as singing or dancing. Not only will your child play throughout the day, but he/she will also be learning fun and exciting things. I have a wonderful backyard with a clubhouse, climbing toys, playhouse, and more for use. We will plan for daily visits to the backyard, weather permitting. And at least monthly, we will indulge in a water or sand activity. Your child will also be participating in crafts, games, baking, gardening, and learning activities. I also teach the children using Mother Goose Preschool Curriculum. Your child will receive progress reports throughout the year as well. A Welcome Letter to Assessments will be provided in your Welcome Packet. You may also contact your day care for future details.

### **Drop In Child Care**

Additional days in addition to your contracted days may be added if available and approved by the daycare with a drop in care form signed by parents/guardians. Fees will need to be paid before care is offered.

### **Policy Revisions**

If at anytime, I need to make a revision to this contract or any other form, I will try and notify you in writing at least two weeks prior to the change but in some cases an immediate revision may need to be made. If no changes have been made to this contract, each year we will sign a new contract and you will be required to update any other forms needed. I will keep you posted in writing whenever there is a form you need to update or



any other paperwork I may need from you. Please don't forget to make me aware of any changes you may have (for example, address change, new doctor, etc). You will be required to fill out any necessary paperwork for any changes you may have. Forgery or falsification of any kind on your part is grounds for immediate termination. You may not make any alterations to this contract and any other forms. If you do, you will be required to redo your paperwork.

### **Training**

I am certified in CPR, First Aid, Medication Administration, and Universal Precautions. I also have a Bachelor's Degree in Psychology. My husband is also certified in these areas as well, should he be available to take my place for any reason. I am also licensed to care for up to 6 children from birth to 18 years of age with no more than 2 children under the age of 2 years old. I can only care for no more than 2 additional children of school age attending full-day school. This would be typically children 6 years and older and also children attending kindergarten a year before they enter first grade.

### **Cameras**

There are indoor and outdoor cameras and a video doorbell. All cameras **will be** recording during day care hours. These recordings will only be available to day care staff, licensing, and the policy department. Recordings typically save for 30-60 days before automatically deleting in the app unless a particular clip is saved by staff. No listening devices or cameras brought in by parents will be allowed. Any devices found on your child or in your child's belongings will be grounds for immediate termination.

### **Expected/Unexpected visitors (any person on our property) and people recording video/audio or taking pictures:**

If any expected or unexpected visitors pose any danger, harassment, or pose a disturbance, children will be moved to a secure location (basement) for their protection. We will contact local law enforcement. The provider and their family will not engage with such person. At no time are any person other than the provider and staff allowed to take pictures, videos and audio without approval from the provider.

### **To file a complaint**

To file a complaint about this facility please contact:  
The Colorado Department of Human Services  
Division of Childcare  
1575 Sherman Street  
Denver, CO 80203-1714  
Or call: (303) 866-5958 or (800) 799-5876

## **Rules Regulating Family Child Care Homes**

For a copy of Rules Regulating Family Child Care Homes, please visit  
[www.coloradoofficeofearlychildhood.com](http://www.coloradoofficeofearlychildhood.com)

Or call:

Colorado Department of Early Childhood  
Division of Childcare  
710 S. Ash Street  
Denver, CO 80246  
(800) 799-5876

## **Communication**

It is especially important that we communicate regarding your child's specific needs and anything else that you or I feel is important. Without communication, I cannot succeed in the best care possible for your child. Please feel free to talk to me at anytime either in person, by phone, or by email. Please call or text during reasonable timeframes unless an urgent matter has come up that cannot wait. Please allow me time to respond to any calls, text or emails. I will always do my best to respond in a timely manner unless there are circumstances that do not allow me too. When I communicate with you in writing (email, text, letter), please make sure to respond back. This is how I know you have gotten my communication. Appointments are preferred when there is a need to discuss your child in depth. We simply ask that you always remain respectful to us when communicating any concerns you may have regarding the day care. Slandering on social media, reviews, or to other families will result in immediate termination and loss of deposit. For your child's privacy and the privacy of others, we will not discuss your child's care with others nor can you ask or request information on a child. Please respect the privacy of others as well as my family. Together we can make this a great experience for you and your child.

You will receive a daily report which will provide you a summary of your child's day. This form will be done through Brightwheel. Your sign in/ sign out pin code will be sent from Brightwheel as well. There will be a qr code option as well. Since pick up and drop off times can be busy, this will help keep communications open with the parents. Please don't ever hesitate to talk to us about any questions or concerns you may have. Your child/children will not receive a perfect report everyday and that is okay. It is simply an informative sheet. If there are any concerns regarding your child/children, we will talk to you directly and provide further written documentation. Written documentation may be conducted through Brightwheel, Baby Journal, Child Folio, social media, file folders, email and text.

**Signatures on the following page.**

**All parents are required to sign in front of a notary.**



Please sign below agreeing that you have fully read Kelly's Day Care contract and agree to the terms of the day care contract.

X \_\_\_\_\_  
Parent/guardian signature

\_\_\_\_\_  
Parent/guardian name

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Parent/guardian signature

\_\_\_\_\_  
Parents/guardian name

\_\_\_\_\_  
Date

**Notary:**

State of \_\_\_\_\_, County of \_\_\_\_\_

On \_\_\_\_\_ (date) before me, a Notary Public, in and for said State, personally appeared

\_\_\_\_\_ (list all names of persons signing contract) proved to me with satisfactory evidence to be the person/persons named signing Kelly's Day Care contract. I have witnessed all signatures above.

X \_\_\_\_\_  
Notary Signature

My commission expires on \_\_\_\_\_

Seal

X \_\_\_\_\_ Date: \_\_\_\_\_  
Daycare care provider's Signature