



**CAUTION:**

*The contract that follows is a sample, not a model; it may contain provisions that are not appropriate for certain providers, and it may not contain others that your program requires. You should modify it and/or adapt it for your own use after a review of your specific program and methods of operation. For example, if any parents of children in your care are enrolled in any type of subsidy program, you may need to include additional provisions. When you settle on the version that seems best for you, you should ask a lawyer to review your contract before using it with any parents. For qualifying providers, Public Counsel’s ECE Law Project attorneys can either review your contract for you, or find an attorney to do so for you at no charge.*

*The parents of every child in your care should sign the same basic contract. If you are just starting out, simply include the contract in the initial paperwork. If you are already providing care without a written contract, you should ask current parents to sign a contract and then use the same one with new parents. Make a copy of the signed contracts for the parents and keep the original in your files. You should retain copies of any written communication between you and the parents and you should also send parents a copy of any written communication for their records.*

**FAMILY CHILD CARE  
PARENT-PROVIDER CONTRACT**

**1. \_\_\_\_\_ FAMILY CHILD CARE (Facility # \_\_\_\_\_) (referred to in this contract as the “Provider”) is:**

a family child care home licensed under the California Department of Social Services to provide child care for up to \_\_\_ children. For this purpose, child care means non-medical care for children in need of personal services, supervision, age-appropriate activities, and education. Provider accepts children from ages \_\_\_ through \_\_\_ years old.

We, \_\_\_\_\_ (name[s]), Parent(s)/Guardian(s) (circle one) (referred to collectively in this contract as “Parent”) of \_\_\_\_\_ (child’s name) (“Child”), agree to comply with the following rules and regulations of \_\_\_\_\_ Family Child Care beginning on \_\_\_\_\_, 20\_\_\_\_:

**2. HOURS**

**A. Hours of Operation**

\_\_\_\_\_ Family Child Care is open from \_\_\_ to \_\_\_ Monday through Friday; however, 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 for Fees).

**B. Hours of Care to Be Provided**

Parent is enrolling Child in \_\_\_\_\_ Family Child Care for the following program:

Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Daily \_\_\_\_\_ Hourly \_\_\_\_\_

MONDAY	from _____	to _____
TUESDAY	from _____	to _____
WEDNESDAY	from _____	to _____
THURSDAY	from _____	to _____
FRIDAY	from _____	to _____

Care is to begin on the following date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
M D Y

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 a request to Provider in advance of schedule change. Subject to Provider availability and discretion, Provider may, but is not required to, accommodate the change. If, as a result of this change, a different flat rate for Child’s age-group and number of hours of care to be provided applies, the child care fees will change accordingly and the new fees will apply automatically. The change in hours of care to be provided must be in writing and signed by both Parent and Provider.

**3. FEES**

Enrollment Fee: A non-refundable enrollment fee of \$\_\_\_\_\_ is due at the time of execution of this contract. If a child leaves the child care for any reason and decides to re-enroll, a new enrollment fee is required upon re-enrollment.

Deposit: A deposit of \$\_\_\_\_\_ is due at the time of execution of this contract. The deposit will be applied and refunded according to Section 8 (Refund of Prepaid Fees).

Returned Check Fee: Applicable to all payments to Provider, a fee of \$\_\_\_\_\_ will be charged for any checks which do not clear the bank.<sup>1</sup>

Child Care Fees: The applicable flat rate for Child’s age-group and number of hours of care to be provided:

Full-time care: \$\_\_\_\_\_ per month/ \$\_\_\_\_\_ per week (*circle one*)

Part-time care: \$\_\_\_\_\_ per month/ \$\_\_\_\_\_ per week (*circle one*)

Daily care: \$\_\_\_\_\_ per day

Hourly care: \$\_\_\_\_\_ per hour

“Full Time” fees apply to care for over \_\_\_\_\_ hours and up to \_\_\_\_\_ hours per week.

“Part time” fees apply to care for over \_\_\_\_\_ hours and up to \_\_\_\_\_ hours per week.

<sup>1</sup> As of July 2011, under California Civil Code § 1719 (a)(1), this amount is not to exceed \$25 for the first returned check and \$35 for each subsequent returned check.

“Daily” fees apply to care for over \_\_\_\_\_ hours and up to \_\_\_\_\_ hours per \_\_\_\_\_.  
“Hourly” fees apply to care for up to \_\_\_\_\_ hours per week.

Rates may change from time to time. Notice of any change in rates or other terms will be provided *in writing* four weeks in advance (see Section 14 for Modification/Amendment Policy).

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 \$\_\_\_\_\_ **for every** \_\_\_\_\_ **minutes** you arrive before your scheduled drop-off time will be charged. Fee is payable only in cash directly to the Provider on site. No checks will be accepted.

A Late Pick-up fee of \$\_\_\_\_\_ **for every** \_\_\_\_\_ **minutes** you arrive after your scheduled pick-up time will be charged. Fee is payable only in cash directly to the Provider on site. No checks will be accepted.

Other Fees:

Payment Plan (initial next to selection):

\_\_\_\_\_ **Monthly:** Child Care fees are to be paid on the **last business day of the month in advance of the coming month**. If Child enrolls in child care on any day other than the first day of a month, then payment for the first month is to be prorated to cover care received during the remainder of the month and is due upon the first day of enrollment.

\_\_\_\_\_ **Weekly:** Child Care fees are to be paid on the **Friday or the last business day of each week in advance of the coming week**. If Child enrolls in child care on any day other than a Monday, then payment for the first week is to be prorated to cover care received during the remainder of the week and is due upon the first day of enrollment.

Late Fees for Child Care Payment: Late fees in the amount of \$\_\_\_\_\_ per child will be charged for each day that payment is made past the day it was due. If payment (including late charges) is not received by the third “Late Day,” Provider may immediately terminate care for Child.

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

**5. CHILD ILLNESS POLICY**

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

- Fever over 101° F
- Vomiting
- Skin rash or eruptions of unknown origin
- Constant cough
- Heavy nasal discharge
  - If a runny nose is related to allergies, please provide a doctor's note stating that fact
- Diarrhea
- Conjunctivitis – such as pink eye or thick discolored drainage from the eyes
- Sore throat
- Upset stomach
- Parasites – nits, lice, crabs, etc.
- Communicable diseases – chicken pox, measles, ring worm, scarlet fever

Child will also be sent home when the Provider believes, in the Provider's judgment, that Child's condition poses a threat to the health or safety of Child or other children or staff in the program.

A Child who becomes ill at the child care will be separated from the group and Parent will be called. Parent must pick up Child within one hour after being notified of Child's illness. After one hour, Parent will be charged a late pick-up fee in accordance with Section 3 and the actual cost of any additional expenditures related to isolated care.

If Child is sent home due to illness, this will be considered an absence in accordance with Section 4.

Child should be symptom-free for 24 hours before he/she returns to child care.

## **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 Child is no longer in the program. Provider will refund the deposit and prepaid fees in accordance with Section 8.

## **7. TERMINATION BY PROVIDER**

### **A. Two-Weeks' Notice**

Provider may terminate Child's enrollment in the family child care home effective upon two weeks' notice to Parent, for any reason. Provider will refund the deposit and prepaid fees in accordance with Section 8.

### **B. Immediate Termination**

Provider may terminate Child's enrollment in the family child care home effective immediately, if any of the following conditions arise:

- (1) In the sole judgment of Provider, the Child's behavior or the Parent's behavior poses a significant threat to the physical or mental health or well-being of one or more of the other children at the family child care home, the Provider, or other persons on Provider's premises, and Provider is unable to reasonably eliminate the threat;

- (2) Any payment owed by Parent to Provider under this contract is not paid within three days after such payment is due;
- (3) The Child is picked up late more than five times in any thirty day period;

Provider will refund the deposit and prepaid fees in accordance with Section 8.

## **8. REFUND OF PREPAID FEES**

Refund of Deposit: When Parent withdraws Child from Provider's care or when Provider terminates care, the deposit will be applied to any outstanding fees owed by Parent. The fees owed to Provider are set forth in Sections 3 and 6. As a reminder, if Parent fails to give two weeks' written notice of withdrawal, Parent will be charged fees for an additional two weeks' care, even though Child is no longer in the program. The deposit will be applied to the outstanding fees as follows:

- (1) If the outstanding fees equal the deposit, Parent will not receive a refund.
- (2) If the outstanding fees are more than the deposit, Parent will not receive a refund and must pay Provider the difference.
- (3) If the outstanding fees are less than the deposit, Parent will receive a refund of the difference.
- (4) If there are no outstanding fees, Parent will receive a full refund of the deposit.

Refund of Prepaid Fees: If at the time of termination by Provider or withdrawal by Parent, Parent has paid more fees than owed to Provider, the excess will be refunded. The fees owed to Provider are set forth in Sections 3 and 6. As a reminder, if Parent fails to give two weeks' written notice of withdrawal, Parent will be charged fees for an additional two weeks' care, even though Child is no longer in the program.

## **9. HOLIDAYS AND PROVIDER'S SICK TIME AND VACATION**

No care will be provided on the following holidays:

New Year's Day	Martin Luther King, Jr. Day
Labor Day	Memorial Day
Fourth of July	Veteran's Day
Thanksgiving Day and Day after Thanksgiving	Christmas Eve Day
Christmas Day	President's Day

These holidays will be billed as though care were provided.

Provider will give Parent a minimum of four weeks' notice if Provider plans a vacation. Parent will be responsible for finding alternative care during Provider's vacation, but no fee will be charged by Provider during Provider's vacation.

Provider reserves the right to take \_\_\_\_ paid personal days per year, upon reasonable notice to Parents.

In the event Provider becomes sick or has another emergency, Provider may secure a qualified substitute to care for the children enrolled in the program at Provider's home. If Provider is unable to

do so, Provider will notify Parents as soon as possible that Provider will be unable to provide care that day.

If Provider closes the child care due to illness or emergency, beyond the number of personal days described above, Provider will refund the pro rata portion of any monthly/weekly fee paid by Parent in advance for the additional days of closure.

## **10. DUTY TO REPORT CHILD ABUSE**

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.

## **11. GUIDELINES FOR RELEASING CHILDREN**

Provider will release Child only to:

- (1) parents with legal and/or physical custody or to 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.

Anyone picking up Child that Provider (or Provider's assistant) does not recognize will be required to provide their driver's license / ID card.

All persons dropping off/picking up Child must sign Child in/out upon arrival and departure each day. No one may remove Child from the child care without first notifying Provider.

## **12. ADDITIONAL CONSIDERATIONS**

- 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: All medication must be in the original container for Provider to dispense it. The following provisions also apply:
  - i. Prescription Medication: Provider will administer prescription medication only so long as Parent has submitted to Provider (1) a signed permission form with instructions provided by Parent, **and** (2) a prescription from the Child's doctor with required dosage and times to be administered.
  - ii. Over the Counter Medication: Provider will administer over the counter medication only so long as (1) Parent has submitted the medication to Provider in the original packaging; (2) the medication is to be administered according to package instructions; and (3) Parent has completed a signed form with name of medication, dosage, and times to be given. The required dosage and times to be administered must be included in doctor's note/Parent form. "As needed" or "as directed" will not be accepted.
- C. Discipline: Provider will not use any corporal punishment. Instead, Provider may use redirection and/or a time-out.
- D. Medical Conditions/Allergies: Parent must fill out a form provided by Provider listing Child's allergies and all medical conditions.

**13. PARENT/PROVIDER HANDBOOK**

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

**14. MODIFICATION/AMENDMENT**

Provider reserves the right to modify and/or amend this agreement upon four weeks<sup>2</sup> written notice of any changes in the basic rates or services; provided, however, that any changes in the government-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.

**15. 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.

**16. INVALID PROVISIONS**

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.

**17. 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.

**18. GOVERNING LAW**

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

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<sup>2</sup> For child care centers, Parent must be given at least 30 calendar days' written notice of any basic rate change.

**THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT.**

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Provider Name

\_\_\_\_\_  
Parent

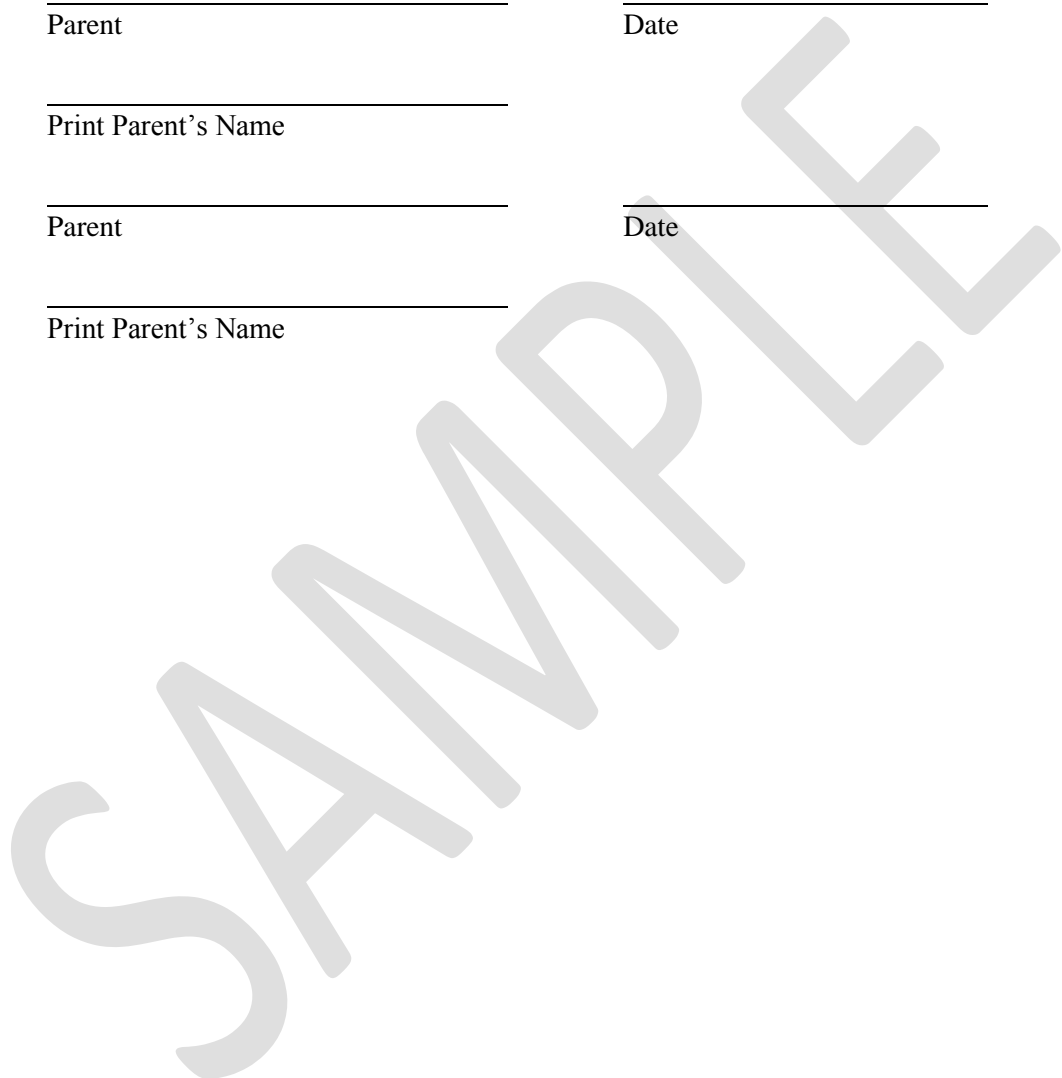
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Parent

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Print Parent's Name



**This document was prepared by Public Counsel's Early Care & Education Law Project in July 2011 and is meant to provide general information. This document is not all-inclusive and is not intended to provide any individual or entity with specific legal advice. Receiving this document does not create any lawyer-client relationship. For questions or comments, please call the ECE Law Project Intake line at 213/ 385 2977 ext. 300.**

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