



**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 Unit’s attorneys can either review your contract for you, or find an attorney to do so for you at no charge. Please contact us at 213-385-2977, ext.300.*

*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**

Normal hours of operation for \_\_\_\_\_ Family Child Care are \_\_\_ to \_\_\_ Monday through Friday; however, Parent may arrange for before/after school or weekend care at a separate rate and at Provider’s discretion. Requests for before/after-school or weekend care must be made to Provider as soon as

possible, and must be made at least \_\_\_ hours before care is needed. 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 Deposit and 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

<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.

“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.  
“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 (4) 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 100.4° 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.

### **COVID-19 Policy:**

Symptoms of COVID-19 may include fever or chills, cough, shortness of breath/difficulty breathing, new loss of taste or smell, fatigue, runny or stuffy nose, muscle or body aches, headache, sore throat, nausea or vomiting, and diarrhea. If Child has 1 or more symptoms consistent with possible COVID-19, the parent/guardian must consult the Child's medical provider for further evaluation and possible COVID-19 testing. If the Child's medical provider confirms the child does not have symptoms consistent with COVID-19, the Child must stay home per the medical provider's guidance. If a medical provider is not consulted or if the medical provider confirms the Child has symptoms consistent with COVID-19 and the Child has a negative COVID-19 diagnostic viral test, the Child must stay home until they are fever free without fever reducing medication for 24 hours and their symptoms have improved. If a medical provider is not consulted or if the medical provider confirms the Child has symptoms consistent with COVID-19, and the Child has a positive COVID-19 diagnostic viral test or the Child is not tested for COVID-19, the Child must follow the below Home Isolation Guidance:

#### 1. Stay Home

**You can leave isolation after Day 5 ONLY if all of the following conditions are met:**

- You get a negative result from a COVID-19 viral test taken on or after Day 5.
- You have not had a fever for at least 24 hours without using fever-reducing medicine.
- Your symptoms are improving, or you don't have symptoms.

**You can leave isolation after 10 days\* as long as:**

- You have not had a fever for at least 24 hours without using fever-reducing medicine.

\* For most people isolation can end after Day 10\* even if follow-up COVID-19 viral tests are positive. This is because many people continue to test positive even though they are not likely to still be infectious. However, if you have a condition that weakens your immune system or if you were severely ill with COVID-19, you might need to stay home for longer than 10 days. Talk to your doctor about when you can be around other people.

Day 1 is the first full day after your symptoms developed. If you never have symptoms, Day 1 is the first full day after your positive test was taken. Note: if you develop symptoms, your first full day of symptoms becomes Day 1.

2. Wear a highly protective mask.

While in isolation, you must wear a highly protective mask if you need to be around others, including people you live with. If you meet the criteria to leave isolation after Day 5, it is strongly recommended that you continue to wear a highly protective mask around others, especially indoors, through Day 10.

3. Tell your close contacts they have been exposed.

A “close contact” is any person who shared the same indoor airspace with you for a total of 15 minutes or more over a 24-hour period while you were infectious.

- You are considered to be infectious from 2 days before your symptoms first started (or from the date of your first positive test if you don’t have symptoms) until your home isolation ends.

Failure to abide by this COVID-19 Policy, will result in immediate termination from the family child care.

Days when Child cannot attend the family child care due to Child having symptoms of COVID-19 or having to isolate/quarantine will be charged as though care were provided. Provider reserves the right to amend this COVID-19 policy immediately with written notice and without Parent consent as state and local rules re COVID-19 are constantly in flux.

We ask that parents help us in ensuring the health of children and staff by monitoring symptoms, including daily temperature checks. Additionally, if your child is at least two (2) years of age, you must provide them with a mask to wear while at the child care facility.<sup>2</sup>

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 (1) hour after being notified of Child’s illness. After one (1) 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.

Child should be symptom-free for twenty-four (24) hours before he/she returns to child care. Child will not be allowed to return to \_\_\_\_\_ Family Child Care until the period of contagion has passed. Whether or not Child is well enough to attend \_\_\_\_\_ Family Child Care is in the sole discretion and judgement of Provider.

In the case of an emergency, Provider will ensure that first aid is administered. Parent/Guardian will be notified as quickly as possible. If medical attention is required, an ambulance will be called to transport Child to the hospital. Every effort will be made to contact Child’s own physician. Parent is responsible for any costs related to seeking emergency medical treatment for Child.

## 6. WITHDRAWAL OF CHILD BY PARENT

Parent must provide two (2) weeks’ notice *in writing* before withdrawing Child from the program. If Parent fails to provide two (2) weeks’ written notice, Parent will be charged for two (2) 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.

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<sup>2</sup> As of March 14, 2022, masking indoors by all visitors, employees, and children over 24 months of age is strongly recommended but no longer required in Los Angeles County. Individual ECE providers, programs, and facilities may retain more restrictive policies.

## **7. TERMINATION BY PROVIDER**

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

Provider may terminate Child's enrollment in the family child care home effective upon two (2) 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 (1) 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) Parent fails to comply with COVID-19 guidelines mentioned in this Parent-Provider contract;
- (3) Any payment owed by Parent to Provider under this contract is not paid within three (3) days after such payment is due;
- (4) The Child is picked up late more than five (5) times in any thirty (30) day period;

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

## **8. REFUND OF DEPOSIT AND 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 (2) weeks' written notice of withdrawal, Parent will be charged fees for an additional two (2) 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.

\*Please note, if the reason for termination by Provider is Parent's failure to follow COVID-19 guidelines, there will be no 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 (2) weeks' written notice of

withdrawal, Parent will be charged fees for an additional two (2) weeks' care, even though Child is no longer in the program.

**9. HOLIDAYS AND PROVIDER'S SICK TIME AND VACATION; FAMILY CHILD CARE CLOSURE**

No care will be provided on the following holidays:

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

These holidays will be billed as though care were provided.

Provider will give Parent a minimum of four (4) 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 is exposed to COVID-19 or becomes ill with COVID-19, Provider will temporarily close the family child care. Parent is responsible for paying child care fees during such closure.

It is possible that the family child care may temporarily close beyond the holidays/vacation days listed above due to unforeseen circumstances, including but not limited to a pandemic, public health emergency, natural disaster, etc. If the family child care closes due to any of these above circumstances, there will be no refunds of child care fees paid for the month that the family child care closes. Further, Parent must continue to pay child care fees during the temporary family child care closure due to the above mentioned unforeseen circumstances in order to hold Child's spot in the program.<sup>3</sup>

**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.

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<sup>3</sup> This paragraph is optional. We recommend including language in your contract regarding your policy should the child care have to temporarily close due to unforeseen circumstances such as a public health emergency. In the event of a temporary closure, providers should be clear about whether parents must continue to pay child care fees in order to hold their child's spot in the program.

## 11. GUIDELINES FOR DROP-OFF AND PICK-UP

**COVID-19 Policy:** Parents will be asked to wear masks or face coverings while dropping-off, picking-up, or visiting the family child care and to maintain at least six (6) feet of physical distance from other families to the extent possible.<sup>4</sup> Parents will also be asked to meet at the facility entryway for pick-up and drop-off of children. Please make all visits as brief as possible. Parents/guardians or authorized individuals must hand the child to the Provider.

If you are feeling sick as a parent, even with mild symptoms, please arrange for somebody else to drop-off and pick-up your child. Before dropping off and picking up your child, as well as when you get home, make sure that you and your child have washed your hands thoroughly. To the extent possible, limit carpooling and have the same Parent or guardian drop off and pick up the child each day. Failure to abide by these COVID-19 guidelines, will result in immediate termination from the child care.

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.

In the event of a custody dispute, it is the parents' responsibility to provide \_\_\_\_\_ Family Child Care with all current and valid court orders and legal documentation regarding the parents' custodial rights. \_\_\_\_\_ Family Child Care can only enforce court orders that are current and are signed by a judicial officer and stamped by the court.

All persons dropping off/picking up Child must sign Child in/out upon arrival and departure each day. No one may remove Children from the child care without first notifying Provider. Anyone picking up Child that Provider (or Provider's assistant) does not recognize will be required to provide their driver's license / ID card.

## 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. **Medical Conditions/Allergies:** Parent must fill out a form provided by Provider listing Child's allergies and all medical conditions.

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<sup>4</sup> As of March 14, 2022, masking indoors by all visitors, employees, and children over 24 months of age is strongly recommended but no longer required in Los Angeles County. Individual ECE providers, programs, and facilities may retain more restrictive policies.



**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.<sup>5</sup>

**14. MODIFICATION/AMENDMENT**

Provider reserves the right to modify and/or amend this agreement upon four (4) weeks<sup>6</sup> written notice of any changes in the basic rates or services; provided, however, that any changes in the government-subsidized reimbursement rates and Provider’s COVID-19 policies shall be effective immediately and do not require any prior notice to Parent. Modifications and/or amendments to this agreement do not 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>5</sup> The Parent Provider handbook is a document that lays out the provider’s more detailed policies and procedures such as curriculum, philosophy, daily schedules, emergency evacuation, etc. Smaller child care facilities tend to include such procedures in their parent provider contract and do not utilize a handbook.

<sup>6</sup> For child care centers, Parent must be given at least thirty (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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Parent's Name

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Parent's Name

**This document was prepared by Public Counsel's Early Care & Education Law Unit in August 2022 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 Unit intake line at 213/ 385 2977 ext. 300.**

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