



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.¹

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

¹ 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: If your child has symptoms consistent with a respiratory illness or COVID-19 and/or has a confirmed or suspected case of COVID-19, the child cannot attend the family child care unless (a) at least ten (10) days have passed since the onset of such symptoms OR your child has a negative COVID-19 test, and (b) your child has been fever-free for at least twenty-four (24) hours without the use of fever-reducing medication. Symptoms of COVID-19 may include shortness of breath, new loss of taste or smell, nausea, chills, headache, muscle aches, and fatigue. If anyone in your household is diagnosed with COVID-19 or your child is exposed to a person with confirmed COVID-19, the child should be tested for COVID-19 and the child must stay at home/avoid contact with others for at least ten (10) days from the date of last exposure to see if the child develops symptoms of illness. Your child may return to the child care after ten (10) days have passed and they remain symptom free. Children who have been exposed to somebody with a respiratory illness must stay at home for 14 days to monitor symptoms. If no symptoms appear after 14 days, the child may return to the family child care. Children who are sick, but do not demonstrate symptoms of COVID-19, may return 24 hours after symptoms disappear. If your family travels outside of the Southern California region, we require your Child to take a COVID-19 test upon returning and quarantine for at least 10 days after returning home. In order to resume attendance at the family child care, the Child must receive a negative COVID-19 test result and complete the 10 day quarantine (stay at home and avoid contact with others).² Failure to abide by this COVID-19 Policy, will result in immediate termination from the family child care.

² This sentence is optional as some providers have decided to include such a policy in their contracts in order to contain the spread of COVID-19. As of June 15, 2021, Los Angeles County has implemented a mandatory quarantine order for unvaccinated L.A. County residents who have traveled domestically or internationally. Unvaccinated residents must get tested 3-5 days after travel and quarantine for at least 7 days after travel. If unvaccinated residents choose to not get tested, they must quarantine for at least 10 days after travel. Fully vaccinated residents are not required to quarantine unless they show symptoms. The CDC considers residents to be fully vaccinated 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna Vaccines, or 2 weeks after a single-dose vaccine such as Johnson & Johnson's Janssen vaccine. There are certain exemptions from this order. You can find more information about the order here: <http://publichealth.lacounty.gov/media/Coronavirus/traveladvisory.htm>

Days when Child cannot attend the family child care due to Child having symptoms of COVID-19, being exposed to someone with a respiratory illness, or having to 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.

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.

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.³

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 DROP-OFF AND PICK-UP

COVID-19 Policy: In order to prevent the spread of COVID-19, we ask that parents bring their own pens to sign their children in and out. 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.⁴ 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 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.

⁴ Please note that guidance as of August 2021 from the Los Angeles County Department of Public Health only requires that masks be worn when individuals are indoors at the child care facility. For more information, please visit: <http://publichealth.lacounty.gov/media/coronavirus/docs/education/GuidanceEarlyChildhoodEducation.pdf>. However, providers may choose to impose more strict mask requirements for parents/visitors/children which include use of masks when outdoors.

(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.

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.⁵

14. MODIFICATION/AMENDMENT

Provider reserves the right to modify and/or amend this agreement upon four (4) weeks⁶ 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.

⁵ 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.

⁶ For child care centers, Parent must be given at least thirty (30) calendar days' written notice of any basic rate change.

This document was prepared by Public Counsel’s Early Care & Education Law Project in August 2021 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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