

What is a child care contract?



DECAL
Thriving Child Care
Business Academy

Learn the essential elements of a child care contract and how to create one

A child care contract is a legally binding document that outlines the agreement made between a family, or party responsible for payment of child care services, and the child care business for care for the family's child(ren). Child care contracts are crucial for child care businesses because they establish clear expectations and responsibilities for both parties. Beyond clarifying key details, this legally binding document will protect both parties in the case of a dispute. The following guide will walk you through what a child care contract is, what it should include and why, and how to get started with creating your own.

What should I include in a child care contract?

Child care contracts can differ between child care businesses because each provider has their own way of doing things. However, all agreements should include basic information about the family, child(ren), and child care business as well as an outline of the services provided and responsibilities of both parties such as:

- Names and contact information of the child care business
- Names and contact information for the family;
- Names and contact information for the party responsible for payment if different than family
- Name and birthdate of the child being cared for;
- Hours of care and any restrictions or limitations on care (e.g., certain days of the week, maximum number of hours per day);
- Names of any other fees charged, how they are incurred, and when due (e.g., late payment fee; late pick up fee)
- Tuition amounts, payment types accepted and payment schedule (e.g., weekly or monthly);
- Termination procedure; and
- Signatures of family members/party responsible for payment and the child care business

Why is this basic information important to a child care contract?

Names and contact information of the child care business and family/party responsible for payment

For this document to serve as a legally binding contract, it must include information between the two parties entering into the contract. In this instance, the family member(s) responsible for enrolling and paying for the child care services and the child care business. Notice we said, “family member(s) responsible”; in some cases, this could be both parents or one parent and/or guardian. In other cases, this could mean a grandparent, family member, guardian, or foster parent.

Name and birthdate of the child(ren)

While the family is entering an agreement with the business, the contract centers around the care of a child. Listing the child’s name and birthdate, or children’s names and birthdates, ensures that the contract is covering the care of the specific children mentioned.

Hours of care and any restrictions or limitations on care

List the hours of care in the agreement, the days of the week, the date when care will begin and end, and any specific dates that care is not provided. For example, if your child care business is open from 7:00 am – 6:00 pm Monday – Friday, then you will list that specificity. If your child care business is closed the day after Thanksgiving, then list that information here. By clearly stating your business’ hours of operation, families know when they can leave their child and when they must pick up their child. If you choose to arrange different hours of care with a specific family, then you must explicitly state that in the agreement as well. For example, you may be open from 7:00AM to 6PM, but for this specific family, their window of care may be 8:00AM to 3PM. This should be differentiated if needed, as it impacts when other fees, like late pick-up fees, may be incurred.

Tuition and payment schedule

Just as other businesses list terms of payment in their contracts, so should a family child care contract. Clearly state when payment is due and the acceptable forms of payment. We highly suggest including two clauses on the following topics in this section of the contract:

- **Advance payment for care**

Example: *“The family will pay for one week of care in advance.”*

By having families pay for care in advance, they then pay for the service before it is used. This ensures you can pay the costs incurred by caring for their child(ren).

When child care businesses allow families to pay after the care is provided, the business runs the risk of not being paid for services. Establishing this practice right from the start builds the business' stability.

- **Advance payment for end of contract**

Example: *“The family will pay for the last two weeks upon signing this contract; this amount is non-refundable and is not contingent on whether the family gives written notice.”*

A standard practice is to ask families for a two-week notice before ending the care arrangement. This allows time for the child care business to find a replacement family to fill the vacancy. However, sometimes families do not give that two-week notice and other times the business may need to end the care arrangement more quickly. By requesting payment upon signature, for two weeks or whatever timeframe makes the most sense for your business, you can more easily sustain a sudden vacancy until another family can take the place.

Termination procedure

Every contract must describe how the contract will end. The contract should explicitly state how the family should end the contract and describe how you will end the contract. Include language that you may end the contract at will which allows you the flexibility to terminate the contract when/if you need to do so.

Signatures of family members and the child care business

It's recommended that family members sign the contract under a clause that indicates by their signature they are agreeing to the terms of the contract and include a statement that states they have read the family handbook and agree to follow the child care business's policies. This signature should be dated and then signed by the child care business after the family member has signed. Signatures underneath the part of the contract that says they agree, also known as the attestation, enable the contract to become binding.

Need Help?

You can find examples of child care contracts on the internet, or you can start with the template below.

Example Child Care Contract Template

Note: This contract template serves as a general guide. It is essential to consult with a legal professional to ensure compliance with local laws and regulations. Check with the Department of Early Care and Learning (DECAL) before finalizing your agreement because licensing regulations require additional forms and authorizations. See [DECAL's website](#) for example forms for child care providers.

_____ and _____, the Parent(s) or Legal Guardian(s) of _____, and _____, the Child Care Business, make and enter into this Child Care Contract on this ___ day of _____, 20____.

To be completed by parent(s), guardian(s), or family members of child:

Child Information

Full Name:

Date of Birth:

Parent(s) or Legal Guardian(s) Information

Parent/Legal Guardian 1 (Primary Contact)

Full Name:

Address:

Phone Number:

Email:

Parent/Legal Guardian 2

Full Name:

Address:

Phone Number:

Email:

Additional Contact Information

Full Name:

Address:

Phone Number:

Email:

To be completed by child care business:

Child Care Business Information

Full Name:

Address:
Phone Number:
Email:

Terms of Payment:

Fee: per hour, day, week, and month.
Payment for services is expected in advance.
Payment is due on:
Fee for late payment:
Payment options – pay schedule, if needed
Types of payments accepted
The family will pay for the last two weeks upon signing this contract.

Services:

Days of the Week:
Start Time:
Time of Completion:
Holidays/vacation/sick/weather
Contracted times/days
Date service to begin:

Additional Terms and Conditions:

(Note: In this section, you might want to include additional information specific to the arrangement with the family, such information could include additional fees, insurance coverage, rate change notice, etc.)

Termination:

Parent(s)/Guardian(s) may terminate this Contract with written notice of ____ days. The child care business may terminate this contract at will.

Please review the above information carefully and ensure its accuracy. Once both parties have signed and dated this Contract, it shall be considered legally binding.

By signing this contract, I indicate that I have read the Family Handbook and agree to follow the child care business' policies.

Parent/Legal Guardian Signature:
Date:

Child Care Provider Signature:
Date:

Additional Resources

If you have questions or need help, assistance is available.

[GaPDS Website](#)

[DECAL Thriving Child Care Business Academy Website](#)

[Georgia Licensing Rules and Regulations](#)

To Find Other Study Guides: Click on [Resources](#) on the Academy home page

To Find Training: Click on [Trainings](#) on the Academy home page

To Register for Training: Click on [Schedules & Registration](#) on the Academy home page

To Sign Up for Study Groups: Fill out the [Intake Assessment](#)

For questions about coaching or study groups: Email GAcoaching@civstrat.com

To Find Other ECE Resources: Visit the [DECAL Website](#)

For General Questions about the Academy: Email thriving@dec.al.ga.gov

For More Information:

[Family Child Care Learning Home Rules and Regulations](#)

[Child Care Learning Center Rules and Regulations](#)

[Forms \(ga.gov\)](#)