

Using Your Contract Effectively

by Tom Copeland

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This month Redleaf Press is releasing the third edition of the book **Family Child Care Contracts and Policies** by Tom Copeland. This new edition contains greatly expanded sections on what to put in your contract and policies as well as an accompanying CD that contains numerous sample contract and policy terms that you can cut and paste to easily create your own. The CD was developed by family child care providers Beth Mork and Deloris Friske.

Below are some excerpts from the new edition:

Contract Communication

Some family child care providers can spend many happy hours talking with children and yet find themselves tongue-tied when it's time to communicate with their clients, especially about a business problem. This can lead to conflicts, since regular and effective communication is one of the most important ingredients in maintaining a good relationship with your clients. One sign that you and your clients aren't communicating well is that you have chronic complaints about them, such as "They take advantage of me"; "They're inconsiderate and difficult to deal with"; or "They don't respect my business."

However, when communication is poor, your clients are also likely to have legitimate complaints about you. When these differences aren't addressed, they can escalate and lead to serious consequences; in fact, they are one of the primary reasons that providers leave the child care field. However, most client conflicts can be prevented or resolved before they become unmanageable by following businesslike communication practices.

This includes establishing reasonable policies and finding effective ways to communicate them. By enforcing your rules and giving notice to clients who won't follow them, you send the message that you are able to set clear limits and control your business. Of course, even the best communication can't guarantee that your business relationships will be free of problems and conflicts. It simply means that you will expect your clients to respect your policies, and they will have the right to complain if they aren't happy. However, when problems arise, a history of regular, honest communication will help you resolve them more quickly or at least minimize the consequences to your business. If a client's behavior is particularly difficult and she isn't willing change it, good communication practices can help you manage the situation or terminate the business relationship.

Hours of Operation

The section of your contract that covers your hours of operation should describe the time period covered by the contract, including the starting date of the contract and the hours that you will provide child care each day. It is important to clearly state what periods of time the client is paying you for and to describe your payment terms for any exceptions or absences that occur during those times.

Starting and Ending Dates

You should put a starting date in your contract, but not an ending date. For example, "The first day of care will be Monday, October 3, 200x." If you don't include starting date, there may be some confusion about when the terms of the contract go into effect. However, you don't want to include an ending date because there's no good reason to do so, and it can only cause problems for you.

For example, let's say that you use an annual contract that ends on December 31st each year. On December 1st you give all your clients a copy of your new contract to sign, but one of them doesn't get around to signing it, and you forget about it until January. If you have listed December 31st as the ending date of your previous contract, then you no longer have a valid written contract with that client, which means that after that date she will be able to leave without giving you any notice.

Hours of Child Care

In your contract, specify the starting and ending times of your care for each child. For example, "Your child's hours of care will be from 6:30 A.M. to 5:30 P.M., Monday through Friday." If you don't do that, the client may assume that she can leave the child in your program as long as you're open for business. If she notices that you're caring for other children after that time, she may assume that she can pick up her child later, too. However, you may have many reasons for controlling when your clients come and go—you may need to plan meals, stay within the legal limits of your enrollment, or just make sure that you get some break time. You also don't want a client to assume that if her child is enrolled in your program for 11 hours a day, she can bring the child for any 11-hour period during the day. In other words, you don't want her to think that it's okay to show up thirty minutes late in the morning and then pick up the child thirty minutes late in the afternoon. Another way to make sure this is clear is to include a statement in your contract such as "Late drop-offs do not allow for late pickups."

Handling Drop-Ins and Exceptions

Once you set your hours, you need to honor them. This means that if a regular client notifies you that her child will miss a day and you want to fill that temporary vacant spot with a drop-in child, you will need to get a written, signed release for that day from your regular client first. Otherwise, if the regular client changes her mind and brings her child after all, you will need to send the drop-in child home (unless you are able to take both children). It doesn't matter whether your contract says that clients do or don't have to pay

when their child isn't in your care. (Since this written release is actually a modification to your contract, you should file it with the client's contract.)

Here's an example: Your contract states that you will provide care for Sasha from 6 A.M. to 6 P.M., Monday through Friday. On Monday night, Sasha's mother, Jill, calls you and says that she will be keeping Sasha home on Friday because she's taking the day off work-so you arrange to take a drop-in child on Friday to fill the spot. However, at 9 A.M. Friday Jill calls to say that she's been called into work after all, and needs care for Sasha after all. Can you refuse to provide care in this case? No, since you have contracted to provide care during that time.

The answer would be different if you had asked Jill to drop off a signed note on Tuesday morning stating that she would not be bringing Sasha to care on Friday. If you had such a note from Jill, you could refuse to provide care for Sasha on Friday. But without a written modification to your contract, a regular client will always have the right to child care at the times stipulated in your agreement.

Setting Different Hours for Different Clients

Your hours of operation don't have to be the same for every child in your care; in fact, there may be good reasons to arrange different hours with different clients. If your workday normally begins at 7 A.M., you can still arrange to begin care for one client at 6 A.M. because you only want one child that early in the morning or to give a client a helping hand in special circumstances. If your workday normally ends at 6 P.M., you can still decide to stay open until 11 P.M. to help a client who is having a family emergency. This doesn't mean that you have to extend your workday for any other child in your program.

Since it's your business, it's up to you to determine your hours of operation (and every other term in your contract). One provider told me that she sets her hours for each client so that she only provides care when the parents can't be with their children. She won't care for a child if one of the parents is home-to calculate a client's pickup time, she finds out when he gets off work and adds the time he will need to get to her home. Her rationale is that it's important for parents to spend as much time with their children as possible. However, most providers don't have such a strong position and will provide child care for a set number of contracted hours, regardless of what the parents are doing.

Provider Policies: Celebrations of Birthdays and Holidays

Everybody loves a party, and your clients are likely to expect you to acknowledge birthdays and holidays in some way. Since these kinds of celebrations vary widely in family child care, it's helpful to explain your approach in your policies so that your clients will know what to expect. Some providers encourage the children in their care to bring presents when one of them has a birthday; others avoid an exchange of gifts in order to reduce the financial burden for their clients.

If you don't already have a celebration policy, you could poll your clients and ask them what days or events they would like your program to celebrate and how they would be willing to participate in those celebrations. This is an area where you may want to have some flexibility in order to meet the changing needs and expectations of your clients.

Clothing

Most family child care providers ask their clients to bring an extra set of clothing in case the child's clothes get soiled or wet during the day. This is another area that can be helpful to put in writing. For example, your policy might ask your clients to put an identifying mark on their clothes to help you identify the clothing for each child. You could also ask your clients to bring appropriate seasonal outdoor clothing in the winter and summer months. Your policy might also describe how you will handle situations in which a child needs a change of clothes but his parent hasn't brought any clothing. If you choose to use extra clothing that you happen have on hand in this scenario, you may want to charge a fee for this service. (If you do, don't forget to spell out this fee in your contract.)

Food and Nutrition

Your policies can also explain what kind of food you will prepare for the children and when you will serve their meals. Since preparing and serving food can take a large part of your day, sharing your meal schedule may help your clients understand the consequences of arriving late. You can also post your menus on a bulletin board or make them available upon request. If you encourage your clients to visit your program during the day, let them know whether they are welcome during meal times and how they might be able to help you if they are.

Other policy issues related to food and nutrition include special diets and infant feeding. Ask new clients whether their children have any food allergies and explain how you will handle special dietary requests. With the parents of infants and young children, discuss when and how to wean the child from a bottle to a cup or from a formula to solid food, and whether it is acceptable to give the child a pacifier. You will need continuing communication with the parents to make these kinds of transitions run smoothly.

Naps and Quiet Time

If you have to manage your daily schedule to meet the needs of several children, it may not be possible for you to be flexible and allow some children to follow a different schedule. If so, it's helpful to explain this in your policies. Otherwise a client may ask you to give her child a longer or shorter nap, or no nap at all. It will be easier to insist on following your usual schedule if you cover this topic in your policies.

In this section you may also wish to describe what you are doing to protect infants from Sudden Infant Death Syndrome (SIDS), such as making sure that infants are always laid down to sleep on their back.

Supplies Provided by Clients

It can be expensive to keep on hand all the supplies that the children in your care might need every day. One way to cut your costs is to ask your clients to provide some or all of certain supplies for their child. For example, these supplies might include diapers (disposable or cloth), baby wipes, baby bottles, a pacifier, a nap blanket, sunscreen lotion, insect repellent, and so on. In your policies, you might also explain how you will label and store these items to satisfy your clients that the items they supply will be reserved for their child.