

# Admission Contracts

*A strong Admission Agreement will help you avoid litigation and defuse conflicts.*

Prepared By: M. McGinnis, Esq. for Early Childhood Investigations Oct. 24, 2012

## CHILDCARE COMPLIANCE

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# Disclaimer

- The information in this presentation is intended as general practical advice based upon legal considerations, and is not intended as legal advice. Applicable laws vary from state to state. Consult with a lawyer for your specific legal needs. For more information, go to [www.childcarecompliance.com](http://www.childcarecompliance.com) and register to receive free sample forms and childcare law updates.
- We have upgraded our website so that Early Childhood Investigation subscribers may access sample provisions and create custom forms for their schools.
- We are primarily [CA lawyers](#) and, although we study laws throughout the country, we tend to reference CA laws by example. The sample provisions included in this presentation were based on California laws.
- ***Nothing I say today is a replacement for what you already know.***

# Background

- Childcare Compliance is comprised of lawyers, doctors, executives, engineers & early childhood professors with childcare classroom experience.
- Lifetime in the industry - owning and operating family home care and center-based schools
  - Operated private non profit childcare centers since 1974
  - Serving 200+ families in Southern California
  - 17+ years working for the prosecution
  - Credentialed teacher with public and private school classroom experience from infancy through adulthood
- Legal column for Exchange magazine
  - Reference: A Strong Admission Agreement Will Help You Avoid Litigation and Other Troubles by Michelle H. McGinnis, Esq. Veronica Getskow, Ph.D., and Brian S. Dicker, Esq. (September/October 2011)

# State by State Comparison

## Delaware

Del. Code Ann. Tit. 31, § 370 (2007)—Parents/Guardians Communication

A licensee shall have an organized system of communicating with parent(s)/guardian(s) in a respectful manner that incorporates the use of a written policy regarding parent(s)/guardian(s) communication including strategies to ensure parent(s)/guardian(s) involvement in the Center as follows:

- A. Assurances that parent(s)/guardian(s) visits and monitoring of the program are welcomed;
- B. Assurances of nondiscrimination and respect for each child's family and culture;
- C. Assurances that parent(s)/guardian(s) are of primary importance in children's development;
- D. Procedures for learning about parent(s)/guardian(s) preferences and goals and any concerns or special circumstances that may influence the child's development and learning;
- E. Procedures for ensuring that parent(s)/guardian(s) are kept regularly informed concerning the program and their children's developmental and educational progress;
- F. Information about procedures used by the Center to assess children's accomplishments and needs and, when there are concerns, to refer parent(s)/guardian(s) for additional help in the community;
- G. Multiple opportunities for involvement of all parent(s)/guardian(s) that includes an awareness of the diversity of families enrolled especially concerning cultural and language differences and the ability for parent(s)/guardian(s) to participate communicating in their native language whenever possible;
- H. Specific strategies to encourage the involvement of parent(s)/guardian(s) that have the tendency not to be involved with the Center;
- I. A procedure for informing parent(s)/guardian(s) of the identities of the governing body members;
- J. Procedures for a minimum of one (1) conference annually between Center staff and parent(s)/guardian(s);
- K. A procedure encouraging parent(s)/guardian(s) to review current licensing rules made available at the Center;
- L. A procedure for making and handling complaints from parent(s)/guardian(s) regarding the Center;
- M. A statement of the Center's developmental and educational goals for all children;
- N. A typical daily schedule of the Center's programs and activities;
- O. A written explanation of the Center's policy on positive behavior management;
- P. A copy of the Center's policy on nutrition and food service;
- Q. A written explanation of the Center's policy on safety and sanitation;
- R. A written explanation of the Center's policy on transporting children, if applicable;
- S. Procedures related to release of children;
- T. A copy of the Center's routine and emergency health care plan including health exclusions and administration of medication;
- U. Procedures to regularly report any accidents or critical incidents involving the child and any other important information relating to the child;
- V. A written explanation of the mandatory reporting of child abuse and neglect; and
- W. Written notice of an outbreak of a communicable disease.

## Alabama

- Ala. Code § 38-7-13--Every child-care facility shall keep and maintain such records as the department may prescribe pertaining to the admission, progress, health and discharge of children under the care of the facility.

# State by State Comparison

## Colorado

12 Colo. Code Regs. § 7.702.41 (2012)—Statement of Policies and Procedures

A written statement of the center's policies and procedures must be made available to parents and guardians and to staff and must include the following:

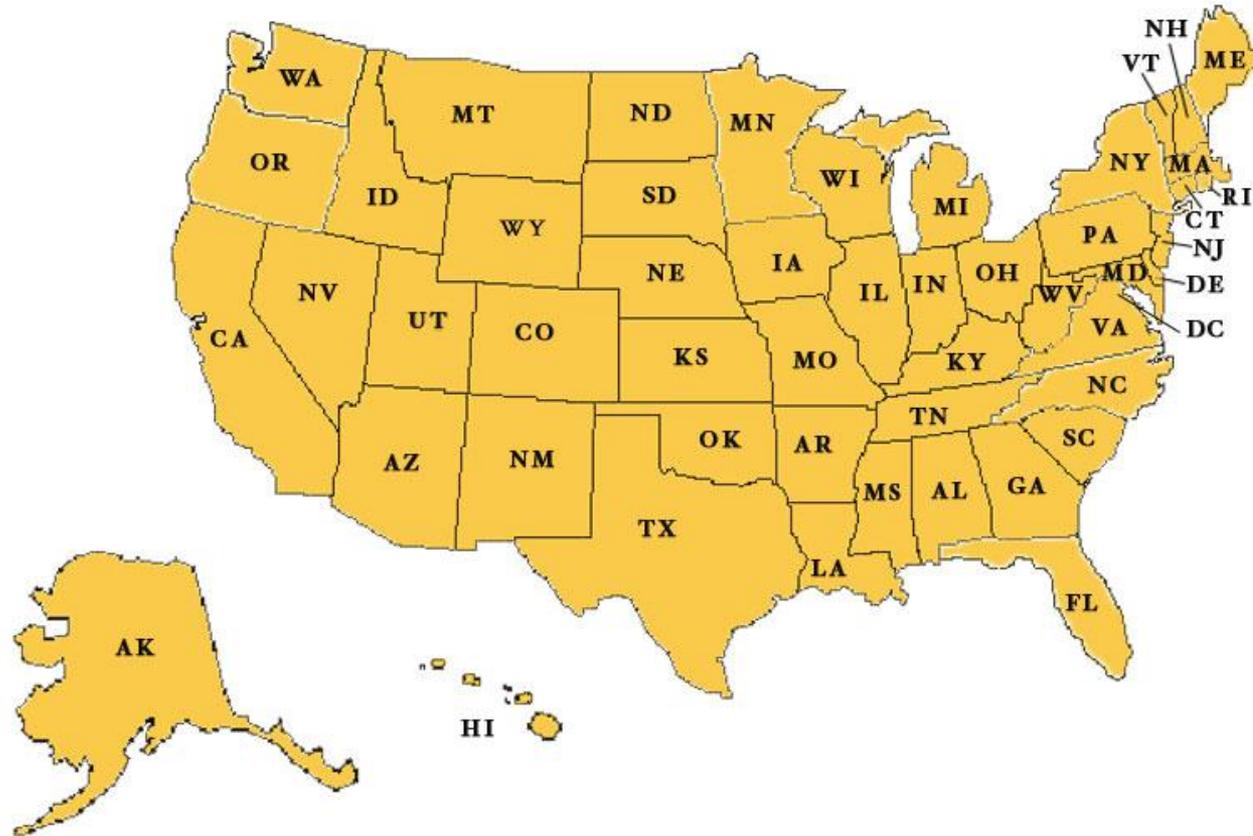
- A. The center's purpose and its philosophy on child care.
- B. The ages of children accepted.
- C. Services offered for special needs children in compliance with the Americans with Disabilities Act.
- D. The hours the center is open, specific hours during which special programs are offered, holidays when the center is closed.
- E. The policy regarding inclement and excessively hot weather.
- F. The procedure concerning admission and registration of children.
- G. An itemized fee schedule.**
- H. The procedure for identifying where children are at all times.
- I. The policy on discipline.
- J. The procedure, including notification of parents or guardians, for handling children's illnesses, accidents, and injuries.
- K. The procedures for responding to emergencies such as lost children, tornadoes, and fires.
- L. The procedure for transporting children, if applicable, including transportation arrangements and parental permission for excursions and related activities.
- M. The written policy and procedure governing field trips, television and video viewing, and special activities, including the staff's responsibility for the supervision of children.
- N. The policy on children's safety related to riding in a vehicle, seating, supervision, and emergency procedures on the road.
- O. The procedure for releasing children from the center only to persons for whom the center has written authorization.
- P. The procedures followed when a child is picked up from the center after the center is closed or not picked up at all, and to ensure that all children are picked up before the staff leave for the day.
- Q. The procedure for caring for children who arrive late to the center and their class/group is away from the center on a field trip or excursion.
- R. The procedure for storing and administering children's medicines and delegation of medication administration in compliance with Section 12-38-132, C.R.S., of the "Nurse Practice Act" .
- S. The procedure concerning children's personal belongings and money.
- T. The policy concerning meals and snacks.
- U. The policy on diapering and toilet training.
- V. The policy regarding visitors to the center.
- W. The policy on parent and staff conferences to inform the parents or guardians of the child's behavior, progress, and social and physical needs.
- X. The procedure for filing a complaint about child care (see 7.701.5, General Rules for Child Care Facilities).
- Y. The policy regarding the reporting of child abuse (see 7.701.5, General Rules for Child Care Facilities).
- Z. The policy regarding notification when child care service is withdrawn and when parents or guardians withdraw their children from the center.

## Georgia

- Ga. Code. Ann. § 290-2-1-.10 (2011)—Record Keeping and Reporting
- 290-2-1-.10 Record Keeping and Reporting.
- The following records shall be maintained on file at each group day care home subject to the exceptions listed herein. The records shall be maintained in an organized manner and shall be accessible to the Department:
- (b)Records on Children. A group day care home must maintain a file for each child while such child is in care at the group day care home and for a period of one (1) year after such child is no longer in care at the group day care home. The file shall be accessible to the Department and shall contain the following:
  - 1. Identifying information about the child to include: name, date of birth, sex, address, [living arrangement](#), if not with both parents and name of school, if any, and name of guardian, if applicable;
  - 2. Identifying information about the parents or guardian to include: names of both parents, name of guardian, if applicable, home and work addresses and home and work telephone numbers;
  - 3. Name(s) and addresses of the person(s) to whom the child can be released.
  - 4. Identifying information about the person(s) to contact in emergencies when the parent or guardian cannot be reached;
  - 5. [Signed agreement](#) between the holder of the license or commission or a person designated by the holder and the parent or guardian;
- (I) That when the parent, guardian or persons authorized by the parent or guardian, picks up or drops off the child at the group day care home, he or she will not allow the child to enter or leave the group day care home without being escorted and that the group day care home will not permit the child to enter or exit the group day care home without an escort;
- (II) That the parent, guardian, or person authorized by the parent or guardian to drop off and pick up the child, will sign the child in and out of the group day care home each day and this documentation will at a minimum include the date, the times of arrival and departure, and the initials of the parent, guardian or authorized person who drops off and picks up the child;
- (III) That the parent or guardian is responsible for keeping the group day care home advised of any significant changes as the changes occur in the information that the parent or guardian provided at the time of enrollment concerning phone numbers, work locations, emergency contacts, family physician, etc.;



# CCC Analyzes Childcare Laws Nationwide



- **Most** states require an agreement between the school and the parent/client
- **All** requirements are designed to protect the children
- **None** are designed to protect the providers

# Admission Contract Provisions

- |    |  |  |   |   |
|----|--|--|---|---|
| 1. | Legal rights over child                  | 1.   | Right of licensing official to interview children                           |   |
| 2. | Basic services                           | 2.   | Duty to report child abuse  |   |
| 3. | Services to be provided                  | 3.   | Fraud policy  |   |
| 4. | Program description                      | 4.   | Confidentiality policy  |   |
| 5. | 3 <sup>rd</sup> Party subsidy compliance | 5.   | Withdrawal by parent  |   |
|    | 1.                                       | Food Program   | 6.  | Deposit refund policy                             |
|    | 2.                                       | Resource & Referral Agency                             | 7.  | Termination conditions                            |
|    | 3.                                       | Alternative Payment Program                            | 1.  | Immediate   |
| 6. | Optional services                        |  | 2.  | Two week notice                                   |
|    | 1.                                       | Isolated care for ill children (Planned and Unplanned) | 3.  | Automatic termination – lapse of time             |
| 7. | Schedule                                 |  | 8.  | Photograph & social media policy                  |
|    | 1.                                       | Basic services   | 9.  | Modification                                      |
|    | 2.                                       | Holidays   | 10.   | Parent's additional responsibilities              |
|    | 3.                                       | Professional development                               | 11.   | Certification that all information is correct     |
| 8. | Payment provisions                       | 12.  | Medical assessment  |   |
|    | 1.                                       | Basic rates  | 13.   | Necessities                                       |
|    | 2.                                       | Optional services                                      | 14.   | Fundraisers                                       |
|    | 3.                                       | Registration fee                                       | 15.   | Volunteer obligations                             |
|    | 4.                                       | Due dates  | 16.   | School visits                                     |
|    | 5.                                       | Method of payments                                     | 17.   | Sign in and out (attendance records)              |
|    | 6.                                       | Suspension of termination for late payment             | 18.   | Release of children                               |
|    | 7.                                       | Late pick-up charges                                   | 19.   | Notice of changes in address or telephone numbers |
|    | 8.                                       | Absence policy   | 20.   | Transportation hold harmless agreement            |
|    | 9.                                       | Financial responsibility for medical care              | 21.   | Destruction of center facility                    |
|    | 10.                                      | Miscellaneous charges                                  | 22.   | Term  |
|    | 11.                                      | Diapering supply charges                               | 23.   | Entire agreement                                  |
|    | 12.                                      | Document retrieval fee                                 | 24.   | Integration                                       |
|    | 13.                                      | Charges for failure to sign attendance records         | 25.   | Invalid provisions                                |
| 9. | Grounds for suspension of termination    | 26.  | Waiver of compliance  |   |
|    |  | 27.  | Notice  |   |
|    |  | 28.  | Assignability   |   |
|    |  | 29.  | Interpretation  |   |
|    |  | 30.  | Governing law   |   |
|    |  | 31.  | Parent contact information for official notice                              |   |
|    |  | 32.  | School contact information for official notice                              |   |
|    |  | 33.  | Parents' and school's agent signatures and date (on same page with content) |   |

# Top 10 Recommended Provisions

- a. Legal rights over the child
- b. Payment
- c. Suspension & Termination
- d. Abuse reporting
- e. Fraud policy
- a. Social media
- b. Sign-in & sign-out
- c. Integration
- d. Waiver
- e. Invalid provisions

## Bonus

- ✓ 10 ways to protect your school and stay current on *childcare law*, news and trends
- ✓ 10 links to direct resources on ECI website

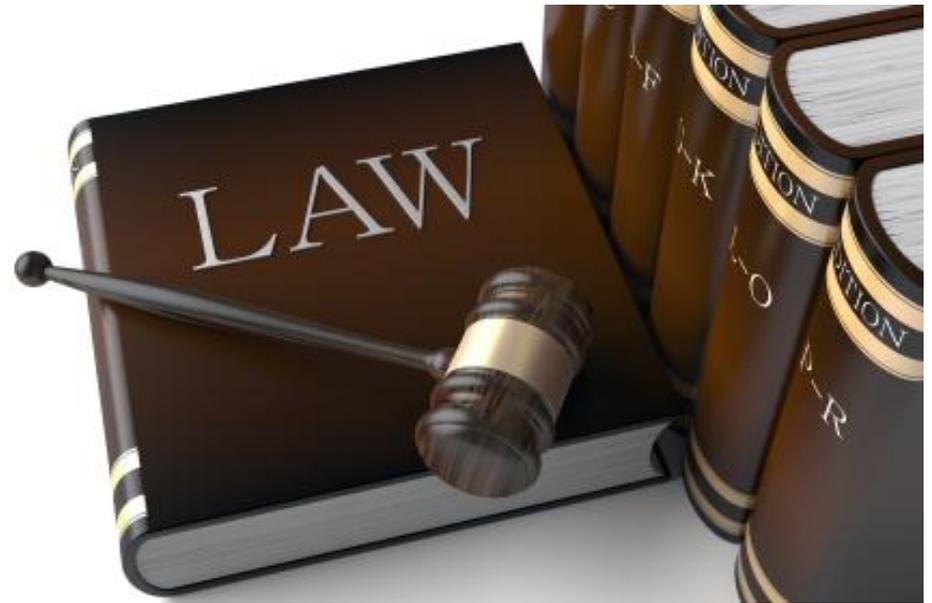
# Consider the Reason for the Rule

- Most often the Admission Contract:
  - Evolves;
  - Reveals a history of problems the school attempted to correct by revising the contract;
  - Fails to deter undesirable behavior;
  - Becomes unenforceable

# Enforceability Reality Test

Don't make rules you cannot or will not enforce without a very good reason.

- Impress the Court?
- Deter the client?
- Collect money?
- Terminate student?



# Provisions Commonly Unenforced

- Social media policy
- Emergency pick-up
- Absence policy fees
- Damage to property
- Confidentiality
- Late fees
- Isolated care fees
- Holiday celebrations
- Child abuse reporting
- Expulsion

# Legal Rights Over Child



Don't take their word for it.

# Legal Rights Over Child

- Imperative that schools determine parental and guardian rights over a child during the enrollment process, **BEFORE** conflict begins.
- Important because the school may be accused of violating a court order, negligence, or worse.

# Checklist for Establishing Legal Rights



- ✓ Birth certificates
- ✓ Court orders
- ✓ Restraining orders
  - Temporary
  - Permanent
- ✓ Adoption orders
- ✓ Custody orders
- ✓ Visitation orders

# Payment



Beyond basic tuition

# Payment

- Beyond the basic tuition, the contract should indicate clearly any additional charges the school will impose.
- Important because a court may not enforce a breach of contract if the parent was unaware of fee.

# Payment Provisions Checklist

1. Basic services
2. Registration fee  
(refundable?)
3. Method of payment
4. Due dates
5. Late pick-up charges
6. Absence policy
7. Optional services
  - Isolated care for sick children
8. Financial responsibility for medical care
9. Special events (field trips)
10. Document retrieval
11. Fines for failing to maintain attendance sheets
12. Fundraising
13. Damage to property
14. Diapering supplies
15. Document retrieval
16. Suspension and termination for late payment
17. Miscellaneous charges
18. Charge for failure to sign attendance records

# Suspension & Termination

- Establish boundaries early
- Establish whether
  - Immediate
  - With Notice
  - Automatic



# Sample Language

## Termination Conditions Immediate

- School may terminate Child's enrollment in School's program effective immediately upon written notice to Parent of such termination, if any of the following conditions arise:
  - Based on the School Director's or Site Supervisor's reasonable opinion and observation, Child's behavior significantly and directly threatens the physical or mental health, safety or well-being of one or more of the other enrolled children at School and that the threat cannot be eliminated. If reasonable accommodations will eliminate the threat, Child may be suspended until such time as the accommodation may be implemented.

# Abuse Reporting



It is your duty.

# Mandatory Child Abuse Reporting

- Most states permit licensing officials to privately interview children without advance notice.
- Laws also require school officials to report any reasonable suspicion of child abuse.
- Angry, misinformed parents may sue.
- Place parents on notice so that they may not later claim that they did not realize the possibility.

# Sample Language

## Right of Officials to Interview Child

- Parent understands and acknowledges that School is a licensed child care business and that, under \_\_\_\_\_ law, the \_\_\_\_\_ has the right at any time, without notice or prior consent, to 1) privately interview children or staff at any licensed child care center; 2) to inspect and audit children's records; 3) observe the physical condition of children, including...

## Duty to Report Child Abuse

- The Parent is hereby advised that under the terms of \_\_\_\_\_, the School and its employees have a statutory duty to report the known or reasonably suspected instances of child abuse to a child protective agency if School or its employees, in its or their professional capacity or within the scope of its or their employment, know or reasonably suspect that a child has been the victim of child abuse...

# Fraud Policy

- Take affirmative steps to prevent fraud
- Most relevant if school receives grants or subsidies



# Fraud

- Should law enforcement accuse you of fraud, be prepared to demonstrate how your school did everything possible to prevent it.



# Sample Language

## Introduction

- The availability of funds for child care assistance is critical to many families. Committing fraud to obtain funds for child care assistance is a serious crime that takes away much-needed resources from eligible families. We are committed to protecting the integrity of child care assistance programs and ensuring that benefits are received only by eligible families. We will actively pursue recovery of child care funds obtained through fraud and will report all such instances to appropriate governmental agencies for criminal prosecution.

## Fraud Definition

- Fraud consists of providing false or misleading information of any kind to obtain benefits, obtain an increase or continuation of benefits, or to avoid a reduction of benefits. It is also fraud to fail to provide complete and accurate information where such failure results in a grant or continuation of benefits for which one is not eligible or avoids an appropriate reduction of benefits.
- Any of the following are considered acts of fraud...

# Social Media



Use of the child's likeness.

# Social Media

- Establish a realistic and enforceable policy.
- Disclosure and acknowledgement of policy are crucial.



# Sample Language

## Photographs

- The Parent agrees that photographs and videos may be taken of the Child during the course of the year, both by School and by other parents for non-commercial use. Additionally, a professional photographer may also take class or individual pictures of the Child which will be made available to the Parent to purchase or used for School promotional materials such as brochures, grants, School's informational and educational website, and miscellaneous marketing materials without compensation of any kind to Parent or Child.
- *Parent's initials:* \_\_\_\_\_

# Attendance Records



Signing attendance records helps establish the beginning and ending of the school's liability for a child.

# Sign in & Sign out

- Attendance records may mark the beginning and ending of the school's liability for the student.
  - *Exception:* traveling to and from school
- Important if the school has to defend against personal injury allegations on the eve of an expiring statute of limitations

# Sample Language

## **The Contract Should Assert Boldly:**

Signing-in and signing out are mandatory, and that a parent's failure to comply is grounds for a fine or expulsion of the child from the school.

## **Sign-In**

Parent has been informed of and agrees that the State law requires that Parent shall not leave child at School on any day unless and until on such day Parent or Parent's authorized representative has both (i) made personal contact with a member of School's staff and, (ii) signed child into School's program. Failing to sign in and/or out is grounds for immediate termination.

## **Charges for Failure to Sign Subsidy Attendance Sheets**

Parent is contractually obligated to sign subsidy attendance records at the time the student is delivered to campus and picked up from campus. Failure to sign the attendance record is grounds for immediate termination and any charges will be assessed to the parent directly.

# Integrating All Documents



Parent handbook, parent notices throughout the year, policies and procedures, subsidy contracts.

# Integration

- “Entire Agreement”
- Defines all writings that are a part of the agreement
  - Handbook
  - Policies
  - Subsidy contracts
  - Parent notices
- Important because it prevents claims that oral representations or promises are part of the Agreement
- Acknowledge Receipt

# Sample Language

## Entire Agreement

- This Agreement, together with the attached forms [*Consent for Emergency Medical Treatment, Family Information, Child Release Authorization, Physician's Report for Community Care Facilities, Personal Rights, Child's Preadmission Health History-Parents Report, Identification and Emergency Information, Parents' Rights, School's Admission and Tuition Agreement, Family Questionnaire and Family and Community Resource Handbook*] all incorporated herein by this reference, contain the entire agreement and understanding between the parties as to the subject matter hereof.



# Waiver

# Waiver

- Although the school may have, on one or more occasion(s), failed to enforce a right contained in the Agreement, that failure to enforce does not constitute a waiver for all time.
- Important because parents may sense laxity and begin to ignore rules when school tries to toughen up.
  - Allegations of discrimination

# Sample Language

## Waiver of Compliance

- No right under this Agreement 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.

# Invalid Provisions



Protect the contract.

# Sample Language

## Invalid Provisions:

- The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if any such invalid or unenforceable provision were omitted.

# Worthy of Writing

“ Consider including provisions that are the most common subject of litigation”

- Parental rights
- Notice of allergies
- Supervision plan
- Special needs
- Attendance
- Modification
- Suspension
- Termination



## What we do

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For more info, please visit [www.ChildcareCompliance.com](http://www.ChildcareCompliance.com)

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- Voice record function
- Photo embedded with report
- Compiles evidence into e-mailable formats
- In 7 languages: English, Spanish, Chinese, French, Farsi, Armenian & Korean

# #2 Attendance Tracking

Free on Childcare Compliance website

- Attendance record-keeping is the most important action you can take legally and financially.

## Attendance Sheet

Client	{ClientName}		
Address	{ClientAddressLineOne} {ClientSuiteorAptNumber} {ClientAddressCity}, {ClientState} {ClientZipCode}		
Website	{ClientWebsite}	Email	{ClientEmail}

No.	Picture	Name	DOB	Time In	Signature	Time Out	Signature
1		Castillo, Kevin Returned 07/12/2011	05/19/2011	08:15 AM		04:02 PM	
2		Carbajal, Disteny FDA 01/04/2011	02/04/2010	08:30 AM		04:10 PM	
3		Lincoln, Drew LDA pending 08/15/2011	11/02/2010	08:37 AM		04:30 PM	
4		Housey-Legorreta, Destin Xavier Luis FDA 01/09/2011	05/15/2010	08:45 AM		05:30 PM	
5		Sunny, Chen FDA 08/12/2011	07/17/2010	08:25 AM		04:35 PM	
6		Orozco, Ayden LDA pending 01/12/2011	03/25/2010	08:17 AM		04:26 PM	
7		Bala, Smith FDA 09/28/2011	09/13/2010	08:36 AM		04:05 PM	
8		John, Simon FDA 01/09/2011	01/26/2010	08:31 AM		04:15 PM	

# #3 Childcare Law News Alerts



# #4 Archive of Articles

The screenshot shows the 'Article Library' section of the Childcare Compliance website. At the top, there is a navigation bar with links for 'For Agencies', 'For Providers', 'Products', 'Demo', 'Training', 'News & Events', and 'About'. A search bar and contact information '(213) 637-0227' are also present. The main content area displays a list of articles, with the first article titled 'Field trips: Liability issues and best practices' (March/April 2011, Exchange Magazine). The article text discusses the risks of field trips for preschool children and provides a link to download the full article as a PDF. The page is numbered 1 of 5.

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## Article Library

1 2 3 4 5

Field trips: Liability issues and best practices (March/April 2011, Exchange Magazine)  
Parental Rights and Release Authorization (March/April 2012, Exchange Magazine)  
A Strong Admission Agreement will help you avoid litigation and other troubles! (September/October 2011, Exchange Magazine)

### Field trips: Liability issues and best practices

March/April 2011, Exchange Magazine

A field trip for preschool children can be a rewarding experience, but if not properly planned and executed it can be a legal nightmare for teachers and owners. This article will take you through a hypothetical outing. If you spot mistakes before we highlight them, great, and if not, you will learn some fine points during this little excursion.

[Click Here to Download the entire Article \(PDF\)](#)

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# #5 Exchange Magazine

34 ADMISSION AGREEMENT  
EXCHANGE SEPTEMBER/OCTOBER 2011

## A STRONG ADMISSION AGREEMENT *will help you avoid litigation and other troubles!*

by Michelle H. McGinnis, Veronica Getskow, and Brian S. Dicker

**Editor's Note:** The information in this article is intended as general practical advice based upon legal considerations, but is not intended as legal advice. Applicable laws vary from state to state. Consult with a lawyer for your specific legal needs. For more information, go to [www.childcarecompliance.com](http://www.childcarecompliance.com) and register. We are upgrading the website so that *Exchange* readers may access sample templates and create custom forms for their organization. Register now and you will be alerted when the updated information is posted.

Barbara Wells and Sonia Hernandez worked their jobs, saved hard, and were finally in a position to achieve their dream — their very own preschool. They acquired the necessary licenses, leased a facility, and spread the word throughout the area by distributing mailers and door-hangers publicizing that Whiz Kidz Preschool was now accepting applications. Their open house was scheduled for August 1.

Sonia did all the public relations work while Barbara readied the necessary paperwork. Nervous as could be, the women met on the evening before the open house. The subject of the Admission Agreement came up.

"Do we have a good Admission Agreement?" Sonia asked.

"I prepared it on my computer and it's ready to go."

"But is it good? Does it have all the legal stuff?"

Barbara snorted laughter and said, "I'm

gas at this

Barbara Wells, not Perry Mason. We didn't have the budget for a lawyer, so I did what I could. At least it will get them in the door and start a cash flow."

Many preschools and child care facilities treat the Admission Agreement ('Agreement') as a mere sign-up sheet for a new client. Even the most minimal of Agreements provide for the basics, such as days and time of operation and the fees charged, but an Agreement can and should be a comprehensive document that governs the relationship between the school and parents in a number of common scenarios. Below we discuss a variety of provisions that ought to be included in all Agreements.

### Additional financial considerations

Beyond the basic tuition, the Agreement should clearly spell out any additional charges the school will impose. Among the most common are late pick-up charges, charges for isolated care given

to sick children, charges for special events such as field trips, document-retrieval charges, and fines for failing to sign-in when dropping off a child or failing to sign-out when picking up a child.

It is not enough to post a list of additional charges in the office or explain them orally. The charges should be clearly stated in the Agreement so that there is no dispute over the school's right to impose them.



Michelle H. McGinnis is a criminal prosecutor in Los Angeles and has worked for the prosecution for more than 15 years. Her experience includes school safety, gangs, narcotics enforcement, and animal cruelty. She has been an educator at all levels (early childhood, K-12, and adult) for more than 20 years.

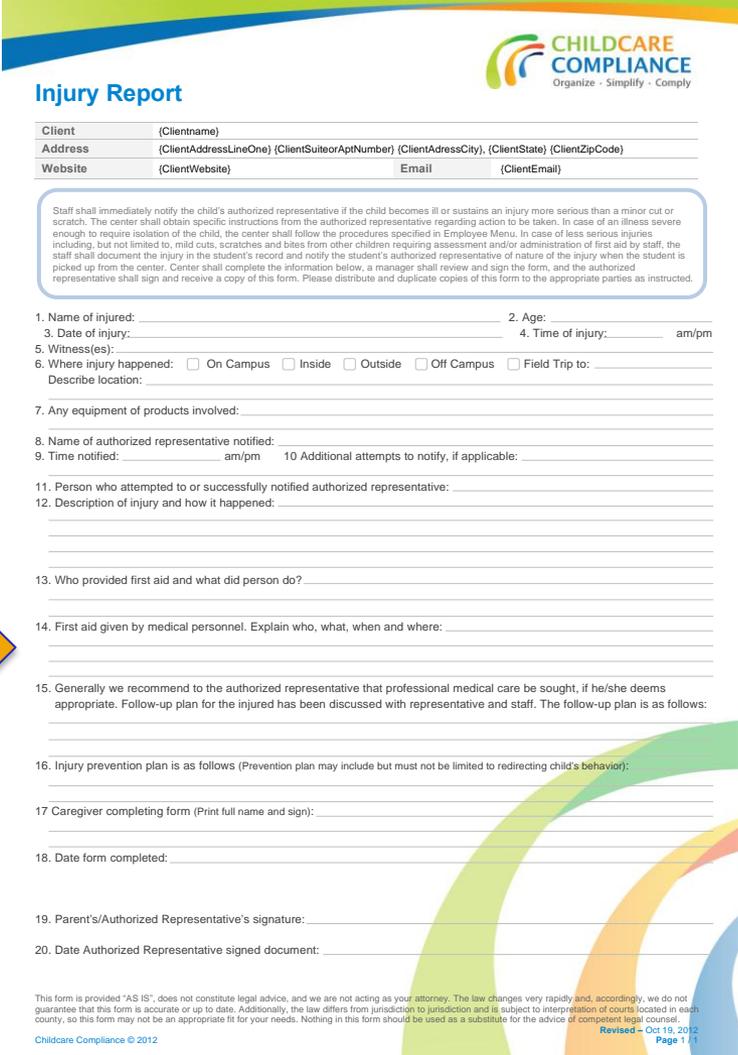
Veronica Getskow has taught preschool, kindergarten, and early childhood classes at the community college and university levels. Veronica is a published author and an adjunct professor at California State University — Northridge and the Los Angeles Community College District.

Brian S. Dicker is an attorney in private practice in Culver City, California, and is a legal advisor to Childcare Compliance.

# #6 Free Forms

- Most commonly used forms are free for registrants
  - Injury reports
  - Infant logs
  - Infant memos

It is not an “Ouchy” or a “Boo Boo” report.  
It is a legal document  
admissible in court!



**CHILD CARE COMPLIANCE**  
Organize · Simplify · Comply

### Injury Report

Client	(Clientname)		
Address	(ClientAddressLineOne) (ClientSuiteorAptNumber) (ClientAddressCity), (ClientState) (ClientZipCode)		
Website	(ClientWebsite)	Email	(ClientEmail)

Staff shall immediately notify the child's authorized representative if the child becomes ill or sustains an injury more serious than a minor cut or scratch. The center shall obtain specific instructions from the authorized representative regarding action to be taken. In case of an illness severe enough to require isolation of the child, the center shall follow the procedures specified in Employee Menu. In case of less serious injuries including, but not limited to, mild cuts, scratches and bites from other children requiring assessment and/or administration of first aid by staff, the staff shall document the injury in the student's record and notify the student's authorized representative of nature of the injury when the student is picked up from the center. Center shall complete the information below, a manager shall review and sign the form, and the authorized representative shall sign and receive a copy of this form. Please distribute and duplicate copies of this form to the appropriate parties as instructed.

1. Name of injured: \_\_\_\_\_ 2. Age: \_\_\_\_\_  
3. Date of injury: \_\_\_\_\_ 4. Time of injury: \_\_\_\_\_ am/pm  
5. Witness(es): \_\_\_\_\_  
6. Where injury happened:  On Campus  Inside  Outside  Off Campus  Field Trip to: \_\_\_\_\_  
Describe location: \_\_\_\_\_  
7. Any equipment of products involved: \_\_\_\_\_  
8. Name of authorized representative notified: \_\_\_\_\_  
9. Time notified: \_\_\_\_\_ am/pm 10. Additional attempts to notify, if applicable: \_\_\_\_\_  
11. Person who attempted to or successfully notified authorized representative: \_\_\_\_\_  
12. Description of injury and how it happened: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
13. Who provided first aid and what did person do? \_\_\_\_\_  
\_\_\_\_\_  
14. First aid given by medical personnel. Explain who, what, when and where: \_\_\_\_\_  
\_\_\_\_\_  
15. Generally we recommend to the authorized representative that professional medical care be sought, if he/she deems appropriate. Follow-up plan for the injured has been discussed with representative and staff. The follow-up plan is as follows: \_\_\_\_\_  
\_\_\_\_\_  
16. Injury prevention plan is as follows (Prevention plan may include but must not be limited to redirecting child's behavior): \_\_\_\_\_  
\_\_\_\_\_  
17. Caregiver completing form (Print full name and sign): \_\_\_\_\_  
\_\_\_\_\_  
18. Date form completed: \_\_\_\_\_  
\_\_\_\_\_  
19. Parent's/Authorized Representative's signature: \_\_\_\_\_  
\_\_\_\_\_  
20. Date Authorized Representative signed document: \_\_\_\_\_  
\_\_\_\_\_  
This form is provided "AS IS", does not constitute legal advice, and we are not acting as your attorney. The law changes very rapidly and, accordingly, we do not guarantee that this form is accurate or up to date. Additionally, the law differs from jurisdiction to jurisdiction and is subject to interpretation of courts located in each county, so this form may not be an appropriate fit for your needs. Nothing in this form should be used as a substitute for the advice of competent legal counsel.  
Revised - Oct 19, 2012  
Childcare Compliance © 2012 Page 1 | 1

# #7 eNewsletters

- Free to registrants
- Landmark childcare law cases reviewed
- Childcare law updates
- Legislative updates
- Technology for providers

## Other News



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adipisci velit, sed quia  
[Read the article ▶](#)



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sit amet, consectetur,  
adipisci velit, sed quia  
[Read the article ▶](#)



Neque porro quisqu  
Dolorem ipsum quia dolor  
sit amet, consectetur,  
adipisci velit, sed quia  
[Read the article ▶](#)

## Day Care Centers Adapt to Round-the-Clock Demand

ELYRIA, Ohio — Dinner (chicken and mashed potatoes) was long over, teeth were brushed, and a rousing game of Monopoly had come to a close. It was 9 p.m., and the children nestled into bed under blankets emblazoned with superheroes.

The tranquil domestic scene plays out nightly here, not in a family home, but behind a brightly lit storefront next to Tuffy's auto repair, the site of a new child care center that is open 24 hours a day.

[Read the article ▶](#)



Bedtime at ABC & Me Childcare in Elyria, Ohio, which is open 24 hours a day. While overnight care is still relatively rare, evening hours are not unusual.

### For Agencies

- Totam rem aperiam, eaque ipsa quae ab illo
- Veritatis et quasi architecto beatae vitae dicta sunt explicabo Nemo enim
- Voluptatem quia voluptas sit aspernatur aut odit aut fugit, sed quia conse
- Magni dolores eos qui ratione voluptatem sequi
- Totam rem aperiam, eaque ipsa quae ab illo

### For Providers

- Totam rem aperiam, eaque ipsa quae ab illo
- Veritatis et quasi architecto beatae vitae dicta sunt explicabo Nemo enim
- Voluptatem quia voluptas sit aspernatur aut odit aut fugit, sed quia conse
- Magni dolores eos qui ratione voluptatem sequi
- Totam rem aperiam, eaque ipsa quae ab illo

# #8 Childcare Compliance Topics

- Childcare Ethics
- Rules that Govern Childcare
- Recruiting Students Without Discriminating
- Admission Agreements and Procedure
- Parent and Family Handbooks
- Guidelines for Releasing Children
- Transporting students
- Field Trips Procedure and Permission slips
- Employment Law Issues for child care providers
- Drafting Effective Employee Handbooks
- Conducting Preliminary Investigations to Protect your School
- Establishing and Enforcing an Anti Fraud Policy
- Preventing and Managing Parent Conflict
- Preventing and Managing Employee Conflict
- Avoiding Allegations of Negligent Supervision
- The Complications of Social Media
- Advanced Labor Law Issues in childcare
- Personnel Policies: Employee Handbooks
- Drafting Effective Employee Contracts
- Preparing for Administrative Hearing and Labor Disputes

# #9 www.childcarecompliance.com

Childcare, Labor and Family Law forms and information available at a mere \$0.80 cents a day. A tiny investment can save you thousands, not to mention heartache.

- International database
- Law always changing

The screenshot displays the website's interface. At the top, there is a navigation bar with links for 'Contact', 'Help', 'Logout', and a search box. The logo for 'CHILD CARE COMPLIANCE' is prominently featured, with the tagline 'Organize - Simplify - Comply | Serving Agencies, Childcare Providers & Parents'. A phone number '(213) 637-0227' and operating hours 'Mon.-Fri. 8:00 am - 4:00 pm PST' are also visible. Below the navigation bar, there are dropdown menus for 'For Agencies', 'For Providers', 'Products', 'Demo', 'Training', 'News & Events', and 'About', along with a 'My Account' button. The main content area is titled 'Products' and features three columns: 'Childcare Law', 'Labor Law', and 'Family Law'. Each column includes a representative image and a list of services with right-pointing arrows. The 'Childcare Law' column lists: Student Recruitment, Student Admissions, Student Supervision, Student Evaluation, and Student Termination. The 'Labor Law' column lists: Employee Recruitment, Employee Hiring, Employee Application, Employee Evaluation, and Employee Termination. The 'Family Law' column lists: Parental Rights, Guardian Rights, Custody Orders, Visitation Orders, and Restraining Orders. The footer contains contact details for Childcare Compliance, including address, phone, and fax numbers, as well as social media links and additional navigation options for agencies, providers, and parents.

# #10 Comply Ally for Agencies



# Early Childhood Investigations

## (Recordings and Slides)

1. Childcare Compliance Exchange article – A Strong Admission Agreement will help you avoid litigation and other troubles  
<https://www.childcarecompliance.com/article.aspx?id=53>
2. Childcare Compliance Free Forms registration  
<https://www.childcarecompliance.com/FreeForms.aspx>
3. Childcare Compliance – iEvidence mobile app for iPhone  
<https://itunes.apple.com/us/app/ievidence/id567062870?ls=1&mt=8>
4. Childcare Compliance – iEvidence mobile app for Android  
(Available 11/4/12)
5. Childcare Compliance Article Archive – Find all articles here:  
<http://www.childcarecompliance.com/articles.aspx>
6. Childcare Compliance News – Stay Current on Childcare Law, News and trends  
<http://www.childcarecompliance.com/newsevent.aspx>
7. Childcare Compliance Facebook Page – Stay Current on Childcare Industry News  
<https://www.facebook.com/ChildcareCompliance#>
8. Childcare Compliance Twitter – Urgent Childcare Law related news  
<http://twitter.com/ChildCareComply>
9. Childcare Compliance You Tube – Testimonials and video or common mistakes  
[https://www.youtube.com/watch?v=Z5KAyvmWfI4&list=UU5\\_WWw\\_iW6-gef3R0akxLPw&index=4&feature=plcp](https://www.youtube.com/watch?v=Z5KAyvmWfI4&list=UU5_WWw_iW6-gef3R0akxLPw&index=4&feature=plcp)
10. Childcare Compliance eNewsletter  
<http://www.childcarecompliance.com/newsevent.aspx>
11. Childcare Compliance Press releases – New technology for providers  
<http://www.childcarecompliance.com/newsevent.aspx>



## Comply with Regulations

- Business management system
- Records management system
- On-line automated & downloadable forms
- Technical support & training

For more info, please visit  
[www.ChildcareCompliance.com](http://www.ChildcareCompliance.com)

### Q&A

- Hypotheticals only, please
- E-mail questions to  
[info@childcarecompliance.com](mailto:info@childcarecompliance.com)



Thank you for  
spending this  
hour with us!

[info@childcarecompliance.com](mailto:info@childcarecompliance.com)