



WHEN  
PARENTS  
OWE  
YOU  
MONEY

**Child  
Care  
Legal  
Issues**

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# INTRODUCTION

In 1986, Public Counsel created the Child Care Law Project (CCLP) to increase the supply of child care facilities in the County of Los Angeles and to assist existing facilities with legal issues confronting them. Since that time, CCLP has provided free legal assistance to thousands of licensed family child care providers and nonprofit child care centers on a host of issues including licensing, insurance, landlord/tenant matters and payment problems, to name a few. Many more have benefitted from CCLP's research, publications, presentations and advocacy on child care-related matters.

One of the most common legal problems faced by providers — family child care and child care centers alike — is nonpayment by parents for child care services rendered. Providers who find themselves in this situation need to know both what they can do to try to recover the money owed them, and what steps they can take to reduce the chances of this happening again in the future.

The purpose of this pamphlet is to give the professional child care community the tools necessary to actively pursue recovery of monies due. This pamphlet covers demand letters, the small claims court process, preparation of your case and enforcement of the judgment. Also included is advice on how to avoid future payment problems.

# C COMMON CAUSES OF PAYMENT PROBLEMS

There are four primary ways in which you can find yourself owed money for child care services already provided:

- 1) You do not require that parents pay you in advance for the week or month to come. If you are currently accepting payment after care has already been provided, the Child Care Law Project strongly recommends that you change your policy, since this is the first step toward protecting yourself in the future;
- 2) You have been paid with a check that subsequently bounced. This often occurs with new parents with whom you do not yet have an established credit history;
- 3) You have been lenient with parents who say they are experiencing some temporary financial trouble and who promise to pay all they owe at a future time ("I'll make it up next week/ month"); or
- 4) A parent has suddenly withdrawn his child from your care without providing you with the notice you require, and is refusing to pay the fee or tuition for that notice period.

These are all examples of contractual disputes, whether or not you currently use a written admission or parent-provider agreement. The law will enforce oral contracts as well as written contracts, so long as there is sufficient evidence of what the parties agreed to. Therefore, if all of your attempts to collect money owed have failed, you may still be able to recover the money in court.

# IMPORTANCE OF HAVING A PARENT-PROVIDER CONTRACT

**D**o I need to have a written parent-provider contract?

*YES.* Although the law will enforce oral as well as written contracts, all child care providers should have a written contract with the parents who utilize their services. Having a parent-provider contract in place will make your payment policies clear to parents from the outset, and make it easier for you to prove the terms of your payment agreement.

**D**o you have any recommendations for a Payment Policy?

*YES.* The contract should state clearly when the fees become due. Examine your options, and stick to the policy you choose.

## **(1) Time of Payment**

Fees are often payable in advance (for example, payment due on Friday morning for the following week), or as care is given (for example, payment due on Friday for the week just ending). You should also be clear as to when payment is due if the designated day is a holiday.

## **(2) Payment of Late Fees**

Decide whether late fees will be charged when the parent is late picking up the child and when the parent pays the bill late. Also decide when these fees become due. For example, decide whether fees for late pick up will be collected on the spot when the parent is late or included in the next regular payment. Include these specifications in your contract.

### **(3) Withdrawal of Child by Parent**

Include a provision that requires parents to give you two weeks written notice before withdrawing their child from the program. This ensures that parents who withdraw their child without giving notice are required to pay for an additional two weeks of service.

(For more information on Parent-Provider Contracts, please refer to the pamphlet entitled *Parent-Provider Contracts in Family Child Care*, published by Public Counsel).



# RECOVERING MONEY OWED TO YOU

**O**ne of the parents in my program owes money for several weeks of care. Do I have to keep caring for the child?

**NO.** You have agreed to care for the child in exchange for the parent's payment of your fee. When the parent does not pay you what he owes, he has broken, or "breached" the contract. Once the parent breaches the contract, you are no longer obligated to provide care for his child, and may cease child care immediately.

However, California law requires that you treat people equally and fairly. Keeping one child enrolled in the program when the parent owes money, for whatever reason, and discontinuing care for another child whose parent also owes money could lead to a lawsuit charging that you treated the second family arbitrarily. This is one of the most important reasons to use a written enrollment agreement that specifies when payment is due and the penalties for late payment. A written agreement reserves you the right to terminate a child after a certain amount of time. Once the contract is in place, apply it consistently!

**I** have reminded the parent about payment on three different occasions. Is there anything else I should do?

**YES. The Demand Letter:** The first step is to send a "demand letter" to the parent. (*For a sample demand letter, see Appendix A*).

The letter should clearly state:

- (A) the amount of money the parent agreed to pay for child care;
- (B) your contract term indicating when payment is due;
- (C) the period of time for which payment has not been made; and
- (D) the total amount owed.

It is very important to put in writing not only your demand to be paid, but also your clear intention to take further legal action if the matter is not quickly resolved. Be sure to include a deadline for responding to your letter.

The letter should also demonstrate your willingness to be reasonable. For example, offer to forego any late payment fees specified in your contract in the interest of settling out of court, or accept a payment schedule if the parent cannot afford to make the entire payment at once.

You should keep a copy of the demand letter for your records and send the letter by certified mail, with return receipt requested, to clearly establish that the letter was received.

## **A**re there limits on what I can do in collecting a debt?

**YES.** The laws covering debt collection prohibit you from harassing the parent including by using profanity, placing telephone calls without disclosing your identity, annoying the parent with repeated telephone calls or rings. Additionally, you may not make threats or false representations. Under most circumstances, you

cannot contact people other than the enrolling parent in order to collect the debt.

## **I sent a demand letter, and the parent has agreed to pay. What should I do now?**

Sometimes a demand letter will convince the parent that, since you took the time to write an official letter, you mean business, and he will work out a payment agreement with you. If so, get the agreement in writing; a renewed promise to pay could simply be another in a series of empty promises. You should write down when payment is due (if he has agreed to pay in installments, indicate the amount due on each installment date), and have the parent sign the agreement.

## **The parent paid me by check, but the check bounced. What should I do?**

If payment has not been made because of a bad check, caused by insufficient funds in the parent's account or a stop payment order made by the parent, you have certain rights and remedies which should be stated in your demand letter. These include the following:

(A) Within 30 days the parent must pay:

- (1) the amount of the check;
- (2) a service charge not to exceed \$25 for the first bad check and not to exceed \$35 for subsequent bad checks;
- (3) the costs to mail the written demand for payment.

(B) If the parent fails to make payment of the fees listed above within 30 days of your demand letter, the parent will be liable to you for damages equal to three times the amount of the check minus any partial payments made. This treble

damage award shall be no less than \$100, but no more than \$1500.

**NOTE:** If the parent stopped payment of the check in order to resolve a good faith dispute with you, or the stop payment was due to an error made by the bank, the parent will not be liable for the service charge, costs to mail the written demand, or treble damages.

You as a payee must show “clear and convincing evidence” that **no** good faith dispute existed. Grounds for a good faith dispute might be that services were not rendered or were unsatisfactory, or that there was an overcharge for services rendered.

*(See Appendix B for a sample demand letter informing the parents of the provision)*

**T**he parent has ignored my demand letter, and still refuses to pay. What steps should I take at this point?

If your demand letter has been unsuccessful, you should consider filing an action against the parent in court. It is important to write a demand letter before filing a lawsuit. The letter will serve as evidence to a judge that you have made a good faith effort to resolve the dispute out of court. Nothing angers a judge more than to think the court's time is being wasted because the parties did not try to work out their differences before running to court.

Although pursuing recovery of owed money in court may sound appealing, you should carefully consider your situation before filing a lawsuit. Going to court is not always a wise option. If the parent really has no money, you cannot collect the amount owed, even if you win the lawsuit. In this case, going to court is a waste of your time.

Note, however, that if the parent has a car or other tangible asset, it can be impounded by the Marshal to cover the amount owed you, once you win the judgment (see "Collecting Your Judgment," page 19).

Also, if the parent only owes a small amount of money, going to court may not be worth the hassle. Finally, if you are not a licensed provider and are required to be licensed, you probably will not be allowed to sue the parent in court. The State will not enforce the contract because you will be deemed the operator of an "illegal business."

## **W**hich court should I file in?

You must decide which court is right for you, a question that depends primarily on how much money is at issue. If you are seeking to recover under \$25,000, you must file your complaint in Municipal Court.<sup>1</sup> It is highly unlikely that this much money would be involved, however, since you should never continue to provide care when a parent is this far in debt. If your case involves \$5,000 or less, you may want to bring it in Small Claims, which in Los Angeles is a division of the Municipal Court.

In fact, you have a duty under general principals of contract law to take reasonable steps to minimize the harm you suffer as a result of the breach. In the child care context, this means that as soon as a parent falls behind in paying her fees and it begins to look unlikely that she will indeed pay you, you should stop providing care for her child. No judge will be inclined to grant you \$5,000 in fees owed where you continued to provide care for month after month without pay.

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<sup>1</sup> Note that under a recently enacted proposition, some counties may no longer have a Municipal Court. For example, in Orange County all cases are heard in Superior Court because there is no longer a Municipal Court. Los Angeles County, however, still has a Municipal Court.

Because of the formality of Municipal Court proceedings, the Child Care Law Project strongly recommends that you consider choosing the Small Claims Court, even if it means giving up a small amount of the money owed to you to qualify. The Small Claims Court system was created to handle disputes over small amounts of money in a simplified manner. It is not hard to use, and court workers often help you fill out the necessary forms.

The Small Claims Court proceeding consists of nothing more than both parties telling the judge their side of the story, submitting any written evidence they may have, and presenting any witnesses who have accompanied them to court. Small Claims Court is also much less expensive than Municipal Court. Filing costs are minimal (\$15), and since neither side can be represented by a lawyer, you do not have to worry about paying substantial attorney fees.

## PRE-TRIAL CHECKLIST SMALL CLAIMS COURT

- Attempt to settle before taking further action.
- Find out whether the parent(s) can pay your claim.
- Know the correct **full name** and **address** of each person you want to sue.
- Send a demand letter to the parent by certified mail, return receipt requested. Retain a copy of the letter for your records.
- If parents do not pay in full, fill out a claim form entitled “Plaintiff’s Claim and Order to Defendant” with the clerk of the small claims court.
- File the claim in the correct court location.
- Pay filing fee. (Waiver available if qualified).
- Serve the parent (the defendant) with the “notice of the claim.”

***NOTE:*** You **cannot** serve the parent yourself.

- Collect evidence to support your case. Subpoena witnesses and documents, if necessary.
- Prepare the case for trial.

# **S** MALL CLAIMS COURT

If you choose to take a parent to Small Claims Court, you will have to follow 5 steps: 1) gather the information required to file suit, 2) file the claim, 3) serve the defendant, 4) appear in court, and 5) if you win the judgment, collect the money.

## **Information on Small Claims Court**

Most counties have a small claims advisor program to assist parties with the process. The program has prerecorded messages that answer the most commonly asked questions. Furthermore, the program provides advisors who can answer specific questions. The information number for the small claims court advisor in Los Angeles County is 213/974-9759.

## **Preparing to file**

You must have some preliminary information before filing an action in Small Claims Court. You must know the full name and address (you cannot use a post office box) of the person you are suing, so that he can be "served" with a copy of the claim. If you can't find him, you cannot sue him.

## **W**hat if I don't know the address of the parent I want to sue?

If you do not have the parent's address, you can try to locate it in the phone book. Another possible resource is the County Registrar of Voters, which maintains a list of the names and addresses of all people registered to vote in the County. In Los Angeles County, call (310) 462-2748. In addition, if the parent or his spouse is licensed to do business in Los Angeles, the Tax and Permit Division of the City Clerk's Office has a list of the names and addresses of all such licensees. In Los Angeles County, you can call (213) 485-7945 for this information. Finally, if you believe that the parent owns property, you can obtain his address from the County Assessor's Office. In Los Angeles County, call (213) 974-3211.

If you are suing both parents, you must give both of their names and addresses separately on your complaint. This is true even if the parents are married and/or they live together.

## **Filing the Suit**

First you must choose the Small Claims Court in which you will file your claim. You may either file in the city where your day care is, or the city where the parent lives. Call the Small Claims Court Advisor program for the proper location.

Once you choose the court, you may go to the clerk's office in the court house and request a complaint form, often called a "Plaintiff's Claim." You must fill this form out yourself, but the clerk will give you a pamphlet entitled "Information for the Small Claims Plaintiff" to help you complete the form. As soon as you return this form and pay the filing fee, the clerk will set the trial date. This date will be indicated on the "Plaintiff's Claim and Order to the Defendant."

# Serving the Claim

When you file your complaint, the clerk will give you a copy that must be served on the parent. The parent must be served at least 10 days before the trial date if she lives in the County and at least 15 days before the trial date if she lives outside the county.

**NOTE:** You will not be able to have your case heard if the defendant has not been properly served.

The case will be postponed until you give proper service. You **cannot** serve the parent yourself. Furthermore, you **cannot** simply put the claim in the parent's mailbox or under his door. Instead, the parent can be served in one of the following ways:

- a) When you file your complaint, you can pay the court clerk to send the claim to the parent by certified mail. However, you should be aware that the parent can refuse to accept the mail, in which case he can argue that he was not properly served.
- b) You can pay a registered process server to deliver the claim personally. You can find companies that perform this service in the phone book under "Process Serving." In the Los Angeles County, a process server will generally charge about \$25.00 for each person served.
- c) Anyone over the age of 18, who is not a party to the action, can personally serve the parent. The person who serves the parent must fill out a "Proof of Service" form, which must be filed with the court.
- d) You can pay the marshal's or sheriff's office to personally serve the claim. A marshal's office is located in every courthouse. Their fee in Los Angeles County is \$25.00.

Fee waivers are available if you cannot afford this service. To obtain a waiver, you must file a form with the court and the judge will decide if the waiver will be granted.

## Appearing in Court

You must appear in court on the scheduled trial date. **If you do not show up, the judge may dismiss your case.** If the parent does not show up, a default judgment may be ordered against her. You should try to arrive a little early on the date of your hearing; if you are not there when your name is called, it may be assumed that you have failed to appear and your case will be dismissed.

If you cannot make the scheduled day, you should notify both the court and defendant in writing, and try to arrange for a "continuance" — if the judge grants a continuance, the trial will be delayed for at least 15 days. However, the judge may deny your request if you do not have a good reason for not appearing on the scheduled day.

## What should I bring with me?

**Evidence:** You should bring with you any evidence that will help prove that the parent owes you money for child care. Such evidence might include: your day care license, the demand letter you sent to the parent, any response to the demand letter from the parent, your written contract, your child care and payment records (including a sign-in/sign-out sheet, canceled checks or receipts for payment received by the parent and a balance sheet for payment due), documents from the bank showing that a check was returned, and evidence of mailing costs incurred while trying to get payment. You should bring the original plus two copies of all documents, because you will have to provide both the judge and defendant with a copy.

In addition to proving that the parent owes you money, you will also need to prove to the judge that you made reasonable efforts to keep your damages as low as possible. Even if the parent withdrew the child without giving the required notice, the judge will probably not give you the full amount owed to you unless you can show that you tried and were unable to fill that child's slot. You can do this by bringing a copy of an advertisement you ran after the parent terminated the child care contract, or a letter from parents on your waiting list indicating that you contacted them and they declined your services.

## **S**hould I bring anyone with me?

**Witnesses:** It might be helpful to have witnesses that can support your case. For instance, if you do not have a written contract, you might want to bring a witness who heard you explain the payment agreement to the parent. You might also bring someone who saw the parent's child in your care on the days for which you were not paid.

Some witnesses, such as your assistant, are clearly friendly and dependable, so that you need only ask them and you can be certain they will be at the trial.

**Subpoenas:** However, if you have any doubts about the witness' reliability, or if the witness is hostile and has refused to speak in your behalf, you can get a "subpoena," which is a court document that legally orders a person to appear in court and/or bring any requested documents. There is no charge for to obtain a subpoena.

If you wish to subpoena a witness, ask the court clerk to issue one. The clerk will give you a form to fill out and serve on the witness. Unlike serving the defendant, you can serve a subpoena yourself. If you prefer, you can have a friend or the Marshal's office do it for you. Whoever serves the subpoena must fill out and file with the

court a "proof of service" form. Most Small Claims Courts do not charge to issue subpoenas.

***Questioning the Witness:*** In Small Claims Court, the judge usually is the one who asks the witnesses the questions. This means that you will not be able to control what questions will be asked of the witness, but you will not have to play the part of an attorney.

***Preparing the Witness:*** Prior to the court date, be sure to prepare your witness or witnesses. Make sure that each of them knows what he or she is going to say, and try resolve any inconsistencies there might be in their accounts of what happened. There is nothing wrong, unethical, or immoral about this: it only becomes so if you or the witness do not tell the truth! If the witnesses are unsure about a particular detail, and they cannot resolve this through trying to refresh their memory, they can say so to the judge. The point is to try to prepare your witnesses as fully as you can.

## **D**o I present my case first, and what is the procedure?

***Presenting Your Case:*** When your case comes up, the judge will give each party the chance to tell their story. Attend a hearing before yours, so that you can become familiar and comfortable with the court process. You will speak first, and at that time you will have a chance to present your evidence and witnesses. Practice at least once before someone else — preparation is critical for success.

At the hearing you should speak to the judge directly, not to the parent. **Be brief in your presentation.** There are many cases scheduled for the same day, so the judge will only give you a short time to present your case.

After you speak, the parent will have the opportunity to present his/her case. **Do not argue with or interrupt the parent, even if he/she says something inaccurate.** Instead, take careful notes and be prepared to respond to the parent's testimony if the judge asks.

**Interpreters:** If you do not speak English, you can request an interpreter when you file. Ask the court clerk to make arrangements for an interpreter to accompany you to the hearing.

## **W**hen will I know the court's decision?

At the end of the hearing, the judge will render a decision. Often, the judge will announce the decision immediately and you will be given a copy of the judgment that day. However, sometimes the judge takes the case "under submission," which delays the decision so that the judge may review the law. In this case, you will receive the Notice of Entry of Judgment by mail. Therefore, if you plan to change your address before receiving the judgment, you **must** inform the clerk immediately. If you do not hear the decision within two weeks of your court date, contact the court clerk.

If you win, the judgment will be for the amount the judge believes is proper, but for no more than the Small Claims Court jurisdictional limit. The judge may also award court costs, such as filing and services fees, so keep records and receipts of all your costs. Any costs awarded will be included in the amount of the judgment.

## **I**f I lose my case, can I appeal?

In Small Claims Court, only people who have been ordered to pay a judgment can appeal. This means that if you lose on your claim for payment owed, you cannot appeal. However, if the parent loses and is ordered to pay you, he can appeal. Furthermore, if the parent files a counter-claim against you (for instance, he claims that you owe him money for medical bills due to an accident that

occurred in your home), and you are ordered to pay, you can appeal. Any appeal must be filed within 20 days from judgment.

If the case is appealed it will be heard in Superior Court, where you can represent yourself or have a lawyer represent you. If your case is directed to Superior Court, the Child Care Law Project recommends that you immediately contact a lawyer. In addition, unlike Small Claims Court, in Superior Court you must provide your own interpreter.

## **Collecting Your Judgment**

If you win and the judgment is not successfully appealed, your next step is to collect your money. Often, despite the fact that you have judgment, defendants fail or refuse to pay. The Court will not help you collect your judgment. However, there are several things you can do to obtain your money.

First, you should wait until the appeal period has passed. Next, you should demand, preferably by letter, that the parent pay you the amount of judgment plus all of your court costs. Include a copy of the judgment in this letter.

If the parent still refuses to pay, you can try to force payment. The defendant is required to provide you with a "Statement of Assets" within 35 days of the mailing of the Notice of Entry of Judgment. This statement shows the defendant's assets with which he might pay your claim. If the parent fails to provide you with the Statement of Assets, ask the Court to impose penalties on him, order the parent to appear in court and demand answers about his income and property. This can be accomplished by obtaining an "Order for Appearance and Examination" form from the court, which then must be served on the defendant. You must follow the same service rules as for service of the complaint (see "Serving the Claim," page 14).

Once you obtain information about the parent's assets, you can ask the Court for a "Writ of Execution," which tells the marshal's office to take possession of some of the parent's property in order to pay your judgment. Among other things, the marshal can take the parents' wages, money from a bank account, car or rental property.

Another alternative is to place a "lien" on the parent's home or other real estate property. This means that your judgment must be paid before the parent can sell or refinance the property, unless the parent has recorded a Homestead Declaration. You can get a lien by having the court issue an "Abstract of Judgment" and recording it with the county recorder in the county where the real estate is located.

If the parent does not have any money or assets at the time of judgment, this does not necessarily mean that you will never get your money. A judgment is good for 10 years and renewable for another 10 years. If during this time the parent gets any assets, you can attempt to enforce your judgment.

## POST TRIAL CHECKLIST

### \* IF THE PARENT/DEFENDANT WON'T PAY \*

- Find out what property or sources of income the parent has.
- Know where the parent lives, works and banks, as well as his/her social security number.
- Have the parent complete a Judgment Debtor's Statement of Assets. If debtor fails to return statement to you, request the court to order an Order of Examination.
- Obtain a Writ of Execution from the clerk of the small claims court.
- Deliver the writ to the sheriff or marshal with written instructions and the required fees.

The instructions tell the officer exactly what steps to take to enforce the judgment against the parents' property, such as:

- \* *Bank Accounts*: You must know the name of the parent's financial institution and the street address of the particular office or branch where the parent has the account.
  - \* *Salary or Wages (Wage Garnishment)*: You must first obtain a writ of execution. Then you must fill out an application for an earnings withholding order.
  - \* *Tangible Personal Property or Real Estate*: E.g., cars, boats, the items in a safety deposit box.
- Obtain an Order in Aid of Execution (Turnover Order, Seizure Order, Assignment Order, Lien on Personal Property of Going Business or Lien of Judgment Debtor's Real Property).
  - As soon as you have received full payment, you must fill out and send to the small claims court an Acknowledgment of Satisfaction of Judgment.

# AVOIDING FUTURE PAYMENT PROBLEMS

Here are some tips for reducing the likelihood that payment problems recur:

1. Use a written admission agreement or parent-provider contract, specifying the applicable fees, the timeline for payment, and penalties for late payment. Most importantly, reserve the right to terminate any child for late payment.<sup>2</sup> Doing so not only makes it more likely that a parent will abide by your rules, but also serves as the best evidence in court of what you and the parent agreed to.
2. Require payment in advance for the week or month to come. If you are not paid on time, consider refusing to accept the child for care until you do receive payment.

**NOTE:** There are some programs for low-income parents that, due to state or federal law, will not allow advance payments. If a parent tells you that he is receiving child care under these programs and cannot pay you in advance, he may be right. If you have questions, you should call the Child Care Law Project.

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<sup>2</sup> If you would like some assistance in drafting or revising a child care admission agreement, contact the Child Care Law Project and request a copy of one of the following publications:

- \* Parent-Provider Contracts in Family Child Care
- \* Sample Admission Agreement for Child Care Centers

3. Require a deposit of at least a week, possibly two weeks, of fees when enrolling a new child. Because you do not have access to a new parent's credit report, it is a good idea to get this deposit in cash. Countless providers have called the Child Care Law Project seeking assistance when a new parent, whose first check bounces, disappears after one or two weeks of free child care services.
4. Include a provision in your contract that, although payment by check is acceptable, a fee will be charged for any returned checks, and that after the first bounced check, payment will be required in cash.
5. If you agree to let a parent pay late, require the parent to write and sign a note stating the amount owed and precisely when he will pay.
6. Be sure to have parents sign their children in and out every day for which care is provided, and keep careful records of who paid you, when, how much, for what period of time, and by what methods; if the parent pays by check, record the bank and check number. (See Appendix C). This will show that you are meticulous as a rule, and a judge may be more apt to believe your allegations that a parent failed to pay you if you should ever go to court.

# A PPENDIX A

## Sample Demand Letter

Your Address  
City, State, Zip

Date

Parent's Name  
Parent's Address  
City, State, Zip

Dear (*Parent's Name*):

This letter is to notify you that you are late with your payment to me for child care services provided to your son, (*child's name*), at my Family Day Care Home. Please see the amounts itemized below:

<u>Child Care Provided</u>	<u>Cost</u>	<u>Amount Paid</u>	<u>Amount Due</u>
Dates & Times	\$	\$	\$

In signing the parent-provider contract, you agreed to pay in advance each week for child care services. In addition, the contract states that there will be a late charge of \$\_\_\_ per week for any unpaid balance. Because your balance has been unpaid for \_\_\_ weeks, you currently have a late fee of \$\_\_\_. However, I am willing to drop all late charges if I receive immediate payment of the full \$\_\_\_ that is due. If you are unable to pay the full amount at this time, I am willing to set up a payment schedule so that the balance can be paid off in weekly installments.

In addition, please be aware that if in the future you do not pay on time, I will not accept your son for care until I receive payment. While I regret having to take such a measure, it is very important that I am paid on time for my child care services.

Please contact me by (*date*) at (*your phone #*), so that we may discuss the situation. While I would like to work with you to settle this matter, if I do not receive payment I am prepared to pursue all legal remedies available to me.

Sincerely,

Your Signature

# APPENDIX B

## Demand Letter for Bounced Check

Date

[Parent's Name]

[Parent's Address]

[City, State Zip]

Dear [Parent's Name]:

This letter is to notify you that your check to me, [Provider's Name], for child care services for the week of [Date], in the amount of [\$\_\_\_], was returned by the bank because [you stopped payment or insufficient funds]. This is my official demand for payment of said amount in addition to the [\$\_\_\_] bank charge for the returned check. Please send immediate payment in the amount of [\$\_\_\_].

You may have a good faith dispute as to whether you owe the full amount. If you do not have a good faith dispute and fail to pay me the full amount of the check in cash within 30 days of this notice, a service charge of an amount not to exceed twenty-five dollars (\$25) for the first check passed on insufficient funds\* and the cost to mail this notice, you could be sued and held responsible to pay at least both of the following:

- (1) The amount of the check
- (2) Damages of at least one hundred dollars (\$100) or, if higher, three times the amount of the check up to one thousand five hundred dollars (\$1,500).

If the court determines that you do have a good faith dispute with me, you will not have to pay the service charge, treble damages, or mailing cost. If you stopped payment because you have a good faith dispute with me, you should try to work out your dispute with me. You can contact me at:

[Provider's Address]

Thank you for your prompt attention to this matter.

Sincerely,

Your Signature

\*Please note that you can be charged an amount not to exceed thirty-five dollars (\$35) for each subsequent check passed on insufficient funds.

# APPENDIX C

## Sample Payment Record

Date of Care	Date Payment Due	Amount Due	Amount Received/ Form of Payment	Date Received	BALANCE

# APPENDIX D

## LIST OF PUBLICATIONS

*PRICES SUBJECT TO CHANGE*

1. **Proyecto Legal de Cuidado de Niños/Child Care Law Project.** Description of Child Care Law Project in English and Spanish. Free of charge.
2. **Family Child Care Providers' Rights & Responsibilities.** Pamphlet covering Zoning, Landlord/Tenant, Contracts, Licensing, Child Abuse Reporting, Tax Issues and Insurance. \$3.00
3. **Los Derechos y Responsabilidades de Operadoras de Guarderías Caseras.** Spanish language version of *Family Child Care Providers' Rights & Responsibilities* pamphlet. \$3.00
4. **AIDS in Child Care Settings.** Pamphlet examining the legal responsibilities of child care providers who care for children who have AIDS or are HIV-infected (including confidentiality and discrimination). \$3.00
5. **Preguntas y Respuestas Sobre El SIDA en Guarderías de Niños.** Spanish language version of *AIDS in Child Care Settings*. \$3.00
6. **Child Care and Zoning.** Pamphlet covering State law restrictions on local (city) regulation of large family child care homes and centers. Includes examples of local child care ordinances and recommended actions for child care providers. \$3.00
7. **Guidelines for Releasing Children and Custody Issues.** Pamphlet covers the provider's rights and responsibilities when releasing children into the parent(s)' or guardian(s)' care. Includes explanation of custody orders and recommendations for situations involving non-married parents, separation, divorce, domestic violence and child abuse. \$3.00

8. **Guia Sobre La Entrega de Niños en su Cuidado y Asuntos de Custodia.** Spanish language version of *Guidelines for Releasing Children*. \$3.00
9. **Parent-Provider Contracts in Family Child Care.** 15-page booklet examining why using contracts makes good business sense, including a detailed sample contract and explanatory appendix. \$4.50
10. **Contratos Entre Padres y Proveedoras de Cuidado de Niños en Guarderías Caseras.** Spanish language version of *Parent/ Provider Contracts in Family Child Care*. \$4.50
11. **Sample Admission Agreement for Child Care Centers.** 32-page booklet that includes a sample admission agreement, an explanatory appendix, a discussion of State law requirements for center agreements, and a sample table of contents for a parent handbook. \$6.00
12. **When Parents Owe You Money.** Pamphlet that covers what child care providers can do to try to recover money owed them and what steps they can take to reduce the chances of this happening again in the future. \$3.00
13. **Que Hacer Cuando Padres Le Deben Dinero.** Spanish language version of *When Parents Owe You Money*. \$3.00
14. **Family Child Care Providers: Know Your Rights As Tenants.** Pamphlet that answers commonly asked questions about landlord restrictions on family child care operations, rent and security deposit increases, insurance and general principles of landlord/ tenant law. \$3.00
15. **Operadoras de Guarderías Caseras - Conozcan Sus Derechos Como Inquilinas.** Spanish language version of *Family Child Care Providers: Know Your Rights as Tenants*. \$3.00
16. **Family Child Care Providers: Know Your Rights as Homeowners.** Pamphlet that answers commonly asked questions about deed restrictions, insurance, neighbors, and taxes. Additionally, it discusses questions about a homeowners' association's right to impose restrictions on family child care operations, including fines, insurance and foreclosures. \$3.00

17. **Emergency & Disaster Preparedness and Recovery Issues for Family Child Care Homes and Child Care Centers.** This pamphlet informs nonprofit child care centers and family child care providers of their rights and responsibilities regarding disaster preparedness, recovery efforts and emergency plans, including an earthquake checklist. \$3.00
18. **Preparación en Caso de Emergencia y Asuntos de Recuperación Para Guarderías Domésticas de Cuidados Infantiles y Centros de Cuidados Infantiles.** Spanish language version of *Emergency & Disaster Preparedness and Recovery Issues for Family Child Care Homes and Child Care Centers*. \$3.00
19. **Obligations and Possible Liabilities of Directors of Charitable Nonprofit Corporations.** This pamphlet addresses the duties and obligations of directors of charitable nonprofit corporations. \$4.00
20. **Forming a Charitable, Tax-Exempt, Nonprofit Corporation.** This pamphlet addresses nonprofit incorporation, tax exemption under federal law and how to form a nonprofit organization. \$3.00
21. **Child Abuse/Domestic Violence and Child Care.** This pamphlet discusses providers' rights and responsibilities as mandated child abuse reporters, abuse in the child care setting, and domestic violence issues related to child care. \$3.00
22. **Faith-Based Organizations and Child Care Centers.** This pamphlet addresses the legal issues involved when a faith-based organization decides to operate a child care center. \$3.00
23. **Employment Law Issues for Child Care Programs.** This pamphlet covers a wide range of employment issues including hiring, performance evaluations, personnel policies, firing and a special section on independent contractors. \$3.00

**NOTE:** Receiving and/or reading this pamphlet does not make you a client of Public Counsel or Public Counsel's Child Care Law Project. This pamphlet is only intended to provide general information, and is not intended to provide, nor is it the equivalent of, legal or professional advice. If you have a question or problem regarding the matters discussed here, you should consult an attorney.

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