

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2026 Legislative Session**

Bill No. CB-018-2026

Chapter No. \_\_\_\_\_

Proposed and Presented by Council Member Oriadha

Introduced by Council Members Oriadha, Olson, Blegay, Adams, Hunter and  
Adams-Stafford

Co-Sponsors \_\_\_\_\_

Date of Introduction March 31, 2026

**BILL**

1 AN ACT concerning

2 Child Care Consumer Contract Protection Act of 2026

3 For the purpose of mandating child care consumer contract protection in child care enrollment  
4 contracts; including requiring hardship withdrawal provisions; defining hardship events; and  
5 generally relating to child care consumer contract protection.

6 BY adding:

7 SUBTITLE 5C. EARLY CHILDHOOD  
8 EDUCATION AND CHILD CARE  
9 Section 5C-113,  
10 The Prince George's County Code  
11 (2023 Edition; 2025 Supplement).

12 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
13 Maryland, that Section 5C-113 of the Prince George's County Code be and the same is hereby  
14 added:

15 **SUBTITLE 5C. EARLY CHILDHOOD EDUCATION AND CHILD CARE.**

16 **DIVISION 6. CHILD CARE CONSUMER CONTRACT PROTECTION.**

17 **Sec. 5C-113. Child Care Consumer Contract Protection.**

18 (a) Definitions. In this Section, the following words have the following meanings:

19 (1) **Child care provider** means a person or entity licensed by the State of Maryland to  
20 provide childcare services, including before- and/or after-school care services, and who operates

1 within Prince George’s County.

2 (2) **Enrollment contract** means any written agreement between a child care provider and  
 3 a parent governing the provision of child care services in exchange for tuition or fees that  
 4 includes a provision for penalties or other payment beyond that for services rendered in the event  
 5 of early withdrawal or termination.

6 (3) **Hardship event** means one of the following events affecting a parent of a child  
 7 enrolled under the enrollment contract:

8 (A) Involuntary employment loss;

9 (B) Death; or

10 (C) Deportation or removal from the United States pursuant to federal immigration  
 11 proceedings.

12 (4) **Legal guardian** means a person legally authorized to make decisions for a minor  
 13 child, including a court-appointed guardian or other individual with lawful custodial  
 14 responsibility.

15 (5) **Parent** means the biological or adoptive parent or the legal guardian or custodian of a  
 16 child.

17 (6) **Penalty** means any early termination fee, forfeiture of prepaid tuition for future  
 18 services not yet rendered, or liquidated damages beyond a reasonable notice period as provided  
 19 in this Section.

20 (b) **Financial Hardship Withdrawal Provision Required.**

21 (1) Each child care provider operating within Prince George’s County shall include in  
 22 any enrollment contract executed on or after the effective date of this Section a hardship  
 23 withdrawal provision permitting termination of the contract by a parent of an enrolled child  
 24 without penalty upon the occurrence of a hardship event.

25 (2) The hardship withdrawal provision may only require:

26 (A) Written notice not exceeding thirty (30) calendar days prior to withdrawal; and

27 (B) Documentation establishing that a hardship event has occurred.

28 (3) Acceptable documentation of a hardship event shall include, but is not limited to:

29 (A) a termination notice from an employer or documentation of unemployment  
 30 insurance eligibility;

31 (B) a death certificate or comparable verification of death; or

1           (C) official documentation demonstrating the outcome of deportation or removal  
2 proceedings.

3           (c) Upon establishment that a hardship event has occurred, a child care provider may do the  
4 following:

5           (1) retain payment for services rendered prior to the effective date of withdrawal;

6           (2) require payment for services provided during the notice period; provided that:

7           (3) a child care provider may not impose any additional financial consequence, penalty,  
8 or fee solely due to termination from the exercise of a hardship withdrawal provision.

9           (d) Scope.

10           (1) This Section applies only to private-pay enrollment contracts and does not alter or  
11 supersede:

12           (A) any State of Maryland licensing requirement;

13           (B) any contractual term required by the Maryland State Department of Education; or

14           (C) any federal or state-funded child care subsidy agreement.

15           (2) This Section shall be construed as a consumer protection measure regulating contract  
16 terms and not as a licensing or operational requirement. Nothing in this Section shall be  
17 interpreted to impair obligations under contracts executed prior to the effective date of this  
18 Section.

19           (e) Enforcement. A violation of this Subtitle shall constitute an unfair, abusive, or deceptive  
20 trade practice under the County's consumer protection laws.

21           (1) The Prince George's County Office of Human Rights is authorized to:

22           (A) investigate complaints of violations of this Section;

23           (B) issue civil citations;

24           (C) impose civil fines not exceeding \$1,000 per violation; and

25           (D) promulgate regulations to implement, clarify, and administer this Section, subject  
26 to approval by Resolution of the County Council.

27           (2) The County Attorney is authorized to seek injunctive relief to enforce compliance.

28           (f) The Office of Human Rights shall conduct the necessary outreach to ensure that child  
29 care providers are aware of the requirements of this Section.

30           SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
31 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,

1 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
2 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
3 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
4 Act, since the same would have been enacted without the incorporation in this Act of any such  
5 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
6 or section.

7 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
8 calendar days after it becomes law.

Adopted this 21<sup>st</sup> day of April , 2026.

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Krystal Oriadha  
Chair

ATTEST:

\_\_\_\_\_  
Donna J. Brown  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Aisha N. Braveboy  
County Executive

KEY:  
Underscoring indicates language added to existing law.  
[Brackets] indicate language deleted from existing law.  
Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.