

The Names of the Parties to the Contract

This contract is between _____, hereinafter "client," and **White Earth Child Care Learning Center**, hereinafter "provider," for child care services provided for the child(ren) listed below.

Child Care Provider

Name of provider: Katie Olson & Lynette Draack

Address: P.O. Box 418 White Earth, MN 56591

Work Phone: 983-3285 ext.1405

E-mail: wechildcare@whiteearth.com

Child Care Philosophy/Mission Statement

Mission Statement

White Earth Child Care and Learning Center provides licensed care for infants and toddlers in a loving setting that allows each child to grow to his or her full potential. We believe in providing family-type developmentally appropriate child care that focuses on the individual needs of each child.

Licensing and Liability Insurance

- WECCLC is licensed by the White Earth Reservation Tribal Council and operate a non residential family child care in compliance with the provisions of the White Earth Reservation Family Child Care Standards. These standards require that certain records are maintained, we pass a yearly inspection, meet fire and other safety codes and that staff further their education and training in the child care field on an ongoing basis. A copy of our license is posted in the classroom.
- A summary of the licensing requirements / family child care regulations for my business is available upon request.
- My licensed capacity as specified by tribal regulations is:
 - ___2__ infants
 - ___6__ toddlers
- We do not carry business liability insurance for this child care business.

I Am a Mandated Reporter

- We are a state-mandated reporter and are required to report any suspected cases of physical or sexual abuse or neglect. If we have reason to believe that your child has been abused or neglected, we will report the situation to my licenser or to the local child protection office.

Employees/Substitute Caregivers

- Occasionally a substitute child care provider may be used. Any substitute will have:
 - Completed a criminal background check
 - a signed physical on file
 - be registered with White Earth Child Care Program.

- When we need to use a substitute provider, I will notify you at least 24 hours in advance, except in the case of an emergency.
- Occasionally, child care staff will need to attend in-service training sessions during hours of operation. A substitute will be our first option or advance notice will be given if the center has to close.

Privacy Policy

- We will do all that we can to protect your family's privacy and will abide by the state privacy law. All records and information about your child and your family will be kept private and confidential, unless we have your written permission to reveal specific information.
- You may contact me during the hours that the center is open, Monday through Friday from 7:30 AM TO 5:00 PM.

Nondiscrimination Policy and Practices

- In the operation of this child care facility and in accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, creed, national origin, sex, age or disability in relation to admission and or treatment. (Not all prohibited bases apply to all programs.)
- To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Children with Special Needs

- You must provide center staff with written instructions if your child requires special therapy, an individualized program of instruction, or behavior guidance. These instructions need to be prepared by a physician or therapist.
- A child with an active Individual Learning or Education Plan (ILP or IEP), is charged the full-time hourly rate for special needs cases. We appreciate your communication and any information you can provide to us so that we may best serve your child.

Client Responsibilities

Our Partnership Agreement

- We will need to work together to ensure that each child has the opportunity to develop his or her full potential.
- We agree to communicate regularly about the child's physical, emotional, social, and intellectual growth. This includes participating in annual evaluations and parent conferences.
- You will keep us informed about any change in the child's schedule, routine, or home environment. We will do the same for any changes in the child care business

that affect the child.

- You will notify center staff about any allergies or other health issues that the child is experiencing.
- You will provide center staff with any special written instructions for the child as needed; for example, about eating, napping, toilet-training, allergies, etc.
- You will provide any information about the child that will allow us to provide high-quality care, such as an I.E.P. (Individual Educational Plan) or other plans or assessments.
- You agree to follow the policies of my child care program.

My Records for Your Child

- I will keep the following records for your child; you are responsible for updating these records immediately when any of this information changes:
 - your emergency contact information, including the name of a backup person in case I am unable to reach you, and the phone numbers of the child's doctor and dentist
 - a list of everyone who is authorized to drop off and pick up the child
 - a signed and completed enrollment form
 - any special care or health requirements for your child
 - a signed consent form to obtain emergency medical or dental care
 - written permission to transport your child
- According to state law, you must provide me with updated immunization records every 12 months regardless of the child's age.

Backup Child Care

- You will be responsible for finding backup child care if I must close my business or am unable to care for your child for the day. This may include, but is not limited to, the following reasons:
 - Closing due to bad weather or other emergency.
 - Your child is ill.
- It is your responsibility to arrange backup care, but we will suggest the names of some other caregivers to help you get you started. Center staff cannot take responsibility for any problems that arise if you use one of the providers that have been suggested.

Supplies for Your Child

- WECCLC will provide wipes. The center will also have extra diapers available for emergencies. A charge of \$1.00/diaper will be charged to the parent for any center diapers used.
- I will ask you to provide the following items each day, labeled with the child's name:
 - sunscreen lotion (seasonally)
 - insect repellent (seasonally)
 - diaper ointment
 - disposable diapers
 - baby bottles

- baby formula if you are on WIC
- baby powder
- a pacifier, blanket, or other security item for naps

Bad Weather Closings

- You are required to notify me as soon as possible if you will not be bringing your child to my program due to inclement weather.
- I will notify you as soon as possible if my program will be closed because of inclement weather. I may provide this notice the night before or in the middle of the day. Please check local television/radio stations for RTC closings.

Grievance Procedure

If you have any concerns or complaints about my program, please discuss them with me as soon as possible. If you have a serious complaint that you feel that I am not addressing, you may contact my licenser, Kim Lage, at 983-3285 ext. 1215.

Activities/Curriculum

- I will conduct the following activities with the children:
 - literacy and language development activities
 - expressive or sensory art activities
 - health, safety, or nutrition projects
 - puzzles, games, or manipulative toys
 - outdoor play
 - large-muscle activities
 - free play
 - field trips
 - construction and blocks
 - music
 - selected videos or television shows
 - individual quiet activities
 - dramatic play
- This program provides age-appropriate activities for infants and toddlers based on themed units. We also follow the Creative Curriculum program.

Clothing

- You must leave an extra set of clothing for your child at the center that is appropriate for the season, including a shirt, pants, underwear, and socks.
- If a child is being toilet-trained, you will need to provide several sets of clothing each day.
- During the winter, you will bring clothes for outdoor play, including a jacket, hat, scarf, mittens or gloves, a snowsuit or pants, and boots.
- During the summer, you may be asked to bring a swimsuit, towel, and sunscreen.
- All clothing left at my program must be labeled with your child's name.
- If your child requires a change of clothes and you have not left any clothing, I will try to use other clothing that I have on hand. If no other clothing is available you

may be called to either pick up your child or drop off clothing for him/her.

Food and Nutrition

- I participate in the Child and Adult Care Food Program; you must sign a form to participate and must cooperate with any requests for information from my Food Program sponsor.
 - I will not charge extra for food and meals that I serve to the children. **(Continued)**
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- My program includes the following meal schedule:
 - breakfast: 8:00 AM to 8:30 AM
 - lunch: 11:15 AM to 11:45 AM
 - afternoon snack: 3:00 PM to 3:30 PM
 - At mealtimes, we will offer the food to the children but will not require them to eat it. You will keep me informed of any change in your child's eating habits.
 - If your child has an allergy to any food or beverage, you must notify me in writing. We are only able to accommodate limited dietary requests.
 - Please list any special dietary requests for your child:
_____.
 - For an infant you must provide me with bottles, breast milk or formula if you are on WIC.
 - The center provides formula for infants that are not on WIC.
 - All food or treats that you bring to my program must include a full list of ingredients so that I can protect any children who have food allergies.
 - A copy of our menus will be posted on the bulletin board.

Naps and Quiet Time

- All the children will lie down to take a nap or rest each day.
- There is a daily nap or rest period, usually between 1:00 and 3:00 p.m. every day.
- At naptime, each child will have clean and separate bedding.
- You may bring a special blanket or other security item for naptime.
- All children will be laid down to sleep on their backs, to reduce the chance of Sudden Infant Death Syndrome (SIDS).

Learning to Use the Toilet

- Center staff will help a child learn to use the toilet once you and I agree that the child is physically ready. It is important to follow a consistent routine both at home and in my program.
- I will use the following methods to help your child learn to use the toilet:
 - giving the child incentives (stickers, etc.)
 - bringing the child to the toilet instead of asking if the child has to go
 - reading books and watching videos about learning to use the toilet

- You will supply me with extra clothing and training pants while I am helping your child to use the toilet.

Toys

- I am not responsible for any toys that children bring from home.
- Any toys that are brought from home may be used by all the children.
- I do not allow any toy weapons in my program.
- The children may bring books or videos from home for us all to enjoy.
- I will teach the children to pick up their toys.

Behavior Guidance

- I will use behavior guidance that is fair, reasonable, and suited to the age of the child.
- I will not use any corporal punishment (spanking) in my program.
- I will impose a "time-out" only if it is age-appropriate for the child, using a guideline of one minute per year of age.
- I will remove a child from the play group in order to redirect his or her behavior.
- I will use distraction and redirection to guide the behavior of toddlers.
- If a child persists in problem behavior (hitting, biting, breaking toys, etc.), you will be asked to come and pick up the child.
- If I have to call you three times within one month to pick up your child because of behavior problems, your contract may be terminated.

Terms of Payment

A. Child Care Rates and Fees

1. Regular Rate

- The fee will be \$ 2.25/hour for toddlers.
- The fee will be \$2.50/hour for infants.
- The part time fee is \$10.00/day.
 - A Part time day is any day when the child attends for 5 hours or less.
 - We will take a part time child/ren; however, we do depend on our income to keep the center open. If we have a waiting list that consists of families seeking full time care, we may need to ask you to make other arrangements for your part time child.
- If the client is receiving subsidy payments from a government agency, the client is responsible for paying the full amount of the fees under this contract if the government agency does not pay the provider for any reason. The co-pay will be \$ _____ per month. Co-pays are due by the 15th of the month.

2. Drop-in Rate

- The provider offers drop-in care on a day-to-day basis for clients who are not enrolled on a regular basis.

- The fee for drop-in care is due at the end of each day of care.

3. Rate Increases

- The provider may increase the child care rates with 30 days notice.

4. Payment Due Date

- If a child care bill or co-payment is 3 or more weeks behind you will be asked to make other child care arrangements until the bill is paid in full.
- The client agrees to pay ___weekly or ____bi-weekly.
- Payroll deductions are possible for White Earth R.T.C. employees. Only money orders will be accepted. No personal checks or cash can be used for payment.

5. Late Pickup Fees

- The client will pay \$ 10.00/child for every 15 minutes after 5:00 PM.
- Late fees cannot be billed to a subsidy program.
- The provider will use the clock in the classroom to determine if any early drop-off or late pickup fees apply and, if so, how much.
- If the client consistently fails to pick up the child by 5:00 PM, the provider may terminate the child care agreement.

Trial Period

- The first two weeks of child care will be an adjustment or trial period. During this time, either the client or the provider may end the contract immediately, without written notice.

Termination after the Trial Period

- The client must give a two week written notice to end this contract. Payment is due for this notice period even if the client removes the child from the provider's care before the end of the notice period.

Holidays, Vacations, and Absences

Holidays

- The child care program will be closed for all R.T.C. holiday closures which may include, but are not limited to:
 - New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Presidents' Day (third Monday in February)
 - Memorial Day (last Monday in May)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Veterans Day
 - Thanksgiving Day (fourth Thursday in November)
 - the day after Thanksgiving
 - a half-day on Christmas Eve Day (December 24)

- Christmas Day (December 25)
 - a half-day on New Year's Eve Day (December 31)
 - Good Friday
 - Treaty Day
 - Fourth of July
- If a holiday falls on a Saturday, the child care program will be closed the day before (Friday). If a holiday falls on a Sunday, the child care program will be closed the next day (Monday).
 - Clients do not have to pay the normal rate for holidays when the program is closed.
 - Occasionally the R.T.C. will close early or remain closed for the day due to weather conditions, problems within the building or to allow employees time for voting, holiday preparations and /or employee gatherings. **(Continued)**
 - In most cases, advance notice will be given if the center will be closed. Regrettably, certain unforeseen circumstances may arise causing the center to close with little or no advance notice. We apologize in advance and request your consideration in these situations. If your child is in attendance and we are informed that we will close, we will notify you and/or others on your contact list about the impending closure. We will remain at the center with your child until you or your designee can pick up your child. In cases of severe weather, etc., where there is no advance warning and we will be unable to open, we ask that you note local school and business closing and call our center before you come in.

Child Sick Days and Absences

- The client must notify the provider by 9:30 a.m. whenever a child won't be coming to care due to illness or any other reason. If the client doesn't provide that advance notice, the client will pay for the missed day(s) of care, regardless of any other terms in this contract. Please call **983-3285, ext 1405**. Our extension can be reached before/after RTC hours by simply calling and entering our extension number; you can leave a message for after hours if needed
- No payment is required for days when a child is ill and contagious to other children and the client has called ahead to cancel their child for that day.

Illness, Health, and Safety Policies

Sick Child Policy

- Please call in the morning if your child will be absent due to illness or before bringing your mildly ill child.
- If you don't comply with my illness policy, I may terminate our contract.
- When your child is ill, he/she needs to be in their own environment with an adult who can give them full attention. Obviously, with other children to care for, we cannot fulfill that role for your child.
- There are instances when a child could remain at child care until the end of the day. This will be decided on an individual basis.
- If your child becomes ill during the day you will be notified and expected to make

arrangements for your child to be picked up.

- You must notify the center within 24 hours if your child is diagnosed with a contagious illness or parasitic infestation.
- You must advise me if any member of your family has contracted a contagious illness.
- If I become aware that your child has been exposed to a contagious disease or parasitic infection, I will notify you within 24 hours.
- Children who have the following kinds of symptoms or illnesses may not attend my program:
 - a fever of 100 or higher
 - a skin rash other than diaper rash or prickly heat. (To return the child to care, you must provide a written statement from a doctor saying that the child does not have a communicable disease.) **Continued**
 - diarrhea (increased number and water content of stools that cannot be contained within the diaper)
 - vomiting one or more times in the same day
 - any parasitic infestation (lice, scabies, etc.)
 - pink eye
 - discharge from the eyes or ears
 - a runny nose with colored discharge
 - chicken pox (The child may return when all the blisters have dried and formed scabs, usually about 6 days after the onset of the rash.)
 - any other communicable disease (tuberculosis, etc.)
- If your child has any of the above conditions, you are required to notify me as soon as possible. Sick children are not permitted to return to care until 24 hours after the last incidence of fever, vomiting, or severe diarrhea, or 24 hours after prescribed medical treatment has begun.
- You may also be asked to take a child home if the child isn't sick but is experiencing discomfort, such as during the last stage of an upper respiratory infection or after the first dose of an antibiotic.
- I will not send a child home that has a common cold, unless accompanied by a fever or other symptoms.
- If your child starts to show any of the above symptoms during the day, I will ask you to come and pick up the child immediately. .
- If you repeatedly try to bring an obviously ill child to the child care, it may be grounds for ending our contract.
- Whenever a child enters a new child care program there is an increased risk of colds or other minor illnesses until the child's immune system adjusts to the new environment.
- I expect you to be able to pick up a sick child within 30 minutes of being notified. If your child becomes ill and I am unable to reach you, I will then try to contact your emergency backup person.
- If a case of head lice is found in my program, I will notify all my clients and everyone in the center will be checked. Children must be treated and be free of nits before they will be allowed to return to care.

Administering Medication

- If you would like me to administer medicine to your child, you must sign a separate written authorization for each prescription. The medicine must be in its original container, labeled with the child's name and the instructions for administering it. (You should ask the pharmacist to split each prescription into two containers, one for me and one for you, each with a full label and instructions.)
- I must have a doctor's written permission before I will administer over-the-counter medication to children who are younger than suggested or in an amount exceeding the required dosage.
- I require written authorization before dispensing nonprescription medicine, such as Tylenol, cough syrup, etc.
- I will accept a child who is still taking prescribed medication with a doctor's written confirmation that the child is no longer contagious.

Immunizations

- You are required to update my records of your child's immunizations each year.

Emergency Policy

- To reduce the risk of fire, this building follows the fire safety rules and state laws regarding smoke detectors and fire extinguishers.
- In case the power goes out, we keep a first aid kit, flashlights, and extra blankets.
- We keep near the phone a list of emergency numbers (police, hospital, and ambulance) and the emergency contact numbers for all my clients. These contact numbers will be brought with whenever we take the children on a field trip or other excursion away from the center.
- You must provide center staff with the names and phone numbers of at least one other person to call if I cannot reach you in an emergency.
- You must keep me informed at all times of how you can be reached in an emergency, and then check your pager, voice mail, and cell phone often. If you leave work early, go to another location for the day, or vary your normal routine, you must let me know how I can contact you that day.
- If your child is involved in a serious or life-threatening emergency, we first will call 911 and get immediate medical care, and then I will call you as soon as possible.
- If your child is involved in an emergency that is not serious or life-threatening, I will call you as soon as possible.
- My emergency plan includes:
 - a fire escape plan posted in each room
 - an emergency meeting place away from the child care building.
 - fire drills as required by state law
 - an emergency plan for a tornado.
 - an emergency plan for transporting the children.
 - a general emergency plan to respond to accidents.
 - a backup caregiver who can care for the children in case I have a personal emergency

- I am required to report any child care accident that requires treatment by a physician to the White Earth Child Care Program

Water Hazards

- There is no swimming pool, lake, river, or body of water on or adjacent to the center.
- There is an wading pool on the property.
- Children are not allowed to play in the wading pool unless an adult is present to supervise them.
- I must have your written permission before I will allow your child to use the wading pool.

Transporting Children by Car

- I will transport the children by car only with your written permission. My reasons for transporting the children may include, but are not limited to:
 - field trips, the library, the park, the beach or swimming pool
 - transporting children in the event of an emergency
- When I transport children, I will secure them in an appropriate child seat or carrier as required by state law.

Field Trips

- I do offer field trips and will need written permission to transport your child. When I transport the children, you will be required to provide an appropriate car seat.
- We may walk or drive when we take field trips. We may use my car, a Head Start bus, or other transportation.
- I may ask you to help me transport the children on a field trip in your car. When this need arises, I will request your help at least one week in advance.
- On every field trip I will carry a first aid kit and the emergency contact numbers for the parents of all the children. I also have a field trip emergency plan.

Persons Authorized to Pick Up and Drop Off Your Child

- You will update this list annually.
- You will notify me immediately of any changes in the name, address, or phone numbers of the people who are authorized to remove a child from my care.
- I reserve the right to remove anyone from the authorized pickup list for any reason.
- You will notify me in advance if an authorized person will be arriving at my program to drop off or pick up a child.
- If there is a court order (such as a divorce settlement or restraining order) that limits the rights of one of the child's biological parents, you must give me a copy of that court order.

Pickup and Drop-off Policy

- Our first responsibility is protecting the health and safety of the children in my care. If you drop off a child at the center and have not transported the child in an appropriate car seat or carrier or are driving under the influence of alcohol or drugs,

your contract may immediately be terminated.

- If in the Lead Teacher's opinion you cannot safely transport a child from the center at pickup time, you will be asked not to take the child and will propose the alternatives listed below.
 - Call one of the people who are authorized to pick up the child and ask that person to transport the child.
 - If you have failed to bring an appropriate car seat for the child, you will be asked to drive home without the child and return with an appropriate car seat installed in the car. I will charge a late pickup fee under these circumstances.

- If you refuse to agree to an acceptable alternative and insist on taking the child, we will immediately call the police and report the unsafe situation.

The Signatures of the Parties to the Contract

- By signing this contract, clients indicate that they have read the provider's policies and agree to follow them. The provider reserves the right to make changes to her policies and will give the client a copy of the revised policies 30 days before they go into effect.
- The person signing this contract is responsible for paying all fees due under this contract, even if the parents are divorced and have joint custody of the child.

A failure to enforce one or more terms of this contract does not waive the provider's right to enforce any other terms of this contract.

Parent or legal guardian's signature

Date of signature

Parent or legal guardian's signature

Date of signature

Revised: December 3, 2009