**PLACEMENT CONTRACT**

**Note:** This contract is required of all licensed child care centers by R400.5105b of the Michigan Administrative Code. The Michigan Department of Consumer and Industry Services is required to inspect the child care center and enforce the contract based on the terms provided in this contract.

As of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Nest agrees to provide child care and early learning services for the following named child(ren):

|  |  |
| --- | --- |
| PRINT NAME OF CHILD | DATE OF BIRTH(mm/dd/yyyy) |
|   |   |

PART 1: CONTRACT PROVISIONS PROVIDED BY THE CHILD CARE FACILITY:

Nest, as a licensed child care facility, will provide the following provision of the Michigan Administrative Code as required by R400.510b:

**R400.5102 Licensee**

Rule 102. (2) A licensee shall have the following administrative responsibilities regarding staff:

(b). Develop and implement a written screening policy for all staff and volunteers, including parents, who have contact with children.

**R400.5106 Program**

R400.5106 of the Michigan Administrative Code is amended as follows:

Rule 106. (1) A center implements a developmentally appropriate program which shall include all of the following areas:

(a). Physical development, including large and small muscle activities.

(b). Social development including communication skills.

(c). Emotional development, including positive self-concept.

(d). Intellectual development.

(2) A center shall provide the following activities daily:

(a). Quiet and active.

(b). Individual, small groups, and large groups.

(c). Large and small muscle.

(d). Child initiated and staff initiated.

(e). Not less than 30 minutes of developmentally appropriate emergent literacy activities.

(3) The center shall prepare for the week a daily guide relating to the program and each age group. The center shall post the guide in a conspicuous place or otherwise make it available to parents.

(4) A center shall permit parents to visit the program for the purpose of observing their children at all times.

(5) A center operating with children in attendance for 5 or more continuous hours per day shall provide for daily outdoor play, unless prevented by inclement weather conditions.

(6) A center shall provide each child under school age in attendance for 5 or more continuous hours a day with an opportunity to rest.

(7) A center shall provide children with less than 3 years of age with an opportunity to rest, regardless of the number of hours in care.

(8) A center shall permit children under 12 months to eat and sleep on demand.

R400.5205 and R400.5209 apply only to children from birth to 2 ½ years of age as required in Part 2 of these rules:

**R400.5205 Formula; Milk; Foods.**

Rule 205. (1) The requirements of R400.5110 apply to infant formula and feeding in addition to the requirements of sub rules (2) to (11) and (13) of this rule.

(2) When a center provides formula for the child who is on infant formula, commercially prepared, pre-bottled, ready-to-feed formula shall be provided. A center shall keep a list of formulas it offers and the number of calories per ounce that each formula provides.

(3) This rule does not preclude a mother from visiting the center in order to breast feed her child or from sending to the center expressed milk for the child.

(4) A child too young to sit in a highchair or at a feeding table shall be held in a semi-sitting position or placed in an infant seat while being fed.

(5) A child who is unable to hold his or her bottle shall be held when the bottle is given.

(6) Solid foods shall be introduced to the individual child according to the parent’s or a licensed physician’s instructions.

**R400.5209 Diapering; Toilet Training Plan.**

Rule 209. (1) Diapers shall be disposable or from a commercial diaper service. If a child’s health condition necessitates that disposable diapers or diapers from a commercial service cannot be used. Then an alternative arrangement may be made according to the parent’s or licensed physician’s instructions.

(2) Diapers shall be done in the child’s own crib or in a designated diapering area.

(3) A center shall maintain a diapering area, and all supplies and equipment shall be maintained in a safe and sanitary manner.

(4) The caregiver shall thoroughly wash his or her hands after each diapering, and after cleaning up bodily fluids, using soap and running water.

(5) Toilet training shall be planned cooperatively between the child’s primary caregiver and the parent so that the toilet routine established is consistent between the child’s primary caregiver and the child’s home, and at a minimum, shall include washing hands after toilet use. The center shall empty and sanitize all training devices immediately after each use.

(6) The caregiver shall change diapers when soiled or wet.

PART 2: ADDITIONAL CONTRACT PROVISIONS

All applicants who have been extended an offer of employment will be required to submit a physical examination, TB test or chest X-Ray and a food handler permit. The Agency at its discretion, may request additional screening by a physician of the Agency’s choice. All results of physical examinations and other medical records shall be kept in a confidential file at the Administrative Office and employee’s designated center.

The Agency will obtain a Criminal Clearance Record performed by the Michigan State Police on all current and perspective employees in accordance with Great Start Readiness and Michigan Child Care Licensing Regulations. A criminal clearance record will be conducted at the time of employment and annually, thereafter.

According to Michigan Department of Consumer and Industry Services Rule No. R400.5112 (2), all volunteers having contact with children four (4) hours or more per week, for more than two (2) consecutive weeks, must have a TB test, with a negative result, before volunteering.

Confidentiality – Efforts are made to insure the security and confidentiality of Agency, personnel, children’s and family files.

Before staff or volunteers may have contact with children while in care of a Nest Child Care and Parent Institute, the staff or volunteer shall provide The Nest Child Care and Parent Institute with documentation from the Family Independence Agency that he or she has not been placed on the central registry for substantial abuse or neglect.

(2) Nest reserves the right to dis-enroll any child if he/she cannot or does not fit into our established program.

(4) Nest does provide lunch and two snacks daily.

(5) Nest role in toilet training is to advise parents and assist in toilet training after parents have initiated the process.

(6) In order to avoid contamination in the infant/toddler area and in the restrooms, staff will not clean soiled underwear.

Upon signing this agreement, the parent/legal guardian/responsible adult and the child care facility agree to abide by all the provisions contained in this contract. In witness whereof, the parties hereto have executed this contact as of the specified date:

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| --- | --- |
| PARENT, LEGAL GUARDIAN OR RESPONSIBLE ADULT | NEST CHILD CARE & PARENT INSTITUTE |
|   |   |

Signature Signature

|  |  |
| --- | --- |
|  |   |

Printed Name Printed Name

|  |  |
| --- | --- |
|  |   |

Relationship to Children Title