DATE: February 29, 2016

FROM: James Lewis Property & Facilities 541-385-1414

TITLE OF AGENDA ITEM:
Consideration of Board Signature of Document 2016-144, a Lease between Deschutes County as Lessor and Munchkin Manor Childcare and Preschool, as Lessee.

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:
Munchkin Manor has been operating a childcare (daycare) and pre-school within a County owned facility (1130 NW Harriman) for the past 10 years. The new lease will continue to provide the existing space at no cost to the operator as it provides a necessary service to County employees and State employees who are located in County leased office space. The families of County and State employees are given the highest priority respectively when openings occur at the facility. The Term of the lease is 5 years with an option for an additional 5 years based on a re-negotiation of the terms of the lease between the parties.

FISCAL IMPLICATIONS:
There is no charge for this lease based on the service and benefit provided to the County and State employees.

RECOMMENDATION & ACTION REQUESTED:
Staff recommends signature of Document 2016-144.

ATTENDANCE: James Lewis

DISTRIBUTION OF DOCUMENTS:
One original to James Lewis for the lessee.
**DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

**Date:** 02/29/2016  
**Department:** Property & Facilities

**Contractor/Supplier/Consultant Name:** Munchkin Manor Childcare and Preschool  
**Contractor Contact:** Suzanne McGuire  
**Phone #:** 541-610-9672

**Type of Document:** Lease

**Goods and/or Services:** N/A

**Background & History:** Munchkin Manor has been operating a childcare (daycare) and pre-school within a County owned facility (1130 NW Harriman) for the past 10 years. The new lease will continue to provide the existing space at no cost to the operator as it provides a necessary service to County employees and State employees who are located in County leased office space. The families of County and State employees are given the highest priority respectively when openings occur at the facility. The Term of the lease is 5 years with an option for an additional 5 years based on a re-negotiation of the terms of the lease between the parties.

**Agreement Starting Date:** 04/1/2016  
**Ending Date:** 6/30/2021

**Annual Value or Total Payment:** No Charge

XX Insurance Certificate Received (check box)  
**Insurance Expiration Date:** 2/20/2017

Check all that apply:
- ☐ RFP, Solicitation or Bid Process  
- ☐ Informal quotes (<$150K)  
- ☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** (Included in current budget?  ☐ Yes  ☐ No  
If No, has budget amendment been submitted?  ☐ Yes  ☐ No)

**Is this a Grant Agreement providing revenue to the County?**  ☐ Yes  ☐ No

Special conditions attached to this grant:

2/29/2016
Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: □ Yes □ No 

Contact information for the person responsible for grant compliance: Name: Phone #: 

Departmental Contact and Title: James Lewis Phone #: 385-1414

Department Director Approval: Signature 2/29/14

Distribution of Document:
One original to James Lewis for the Lessee

Official Review:
County Signature Required (check one): □ BOCC □ Department Director (if <$25K) □ Administrator (if $25K but <$150K; if >$150K, BOCC Order No. __________)

Legal Review ____________________________ Date ____________________

Document Number 2016-144
LEASE

This Lease is made by and between DESCHUTES COUNTY ("Lessor") and MUNCHKIN MANOR CHILDCARE AND PRESCHOOL ("Lessee").

Lessor hereby leases to Lessee and Lessee takes from Lessor the "Premises" described as follows:

Approximately 2,800, square feet of office space, more or less, and approximately 630 square feet of fenced, adjacent outdoor playground area located at 1130 N.W. Harriman, Bend, Oregon 97701, Deschutes County. Lessee shall also be entitled to use of common areas, such as conference rooms, break rooms, and restrooms.

The parties agree that the terms of this Lease are as follows:

1. **Term.** The original term of this Lease shall be effective April 1, 2016, and shall continue through June 30, 2021 – five (5) years and three (3) months. Lessee shall have an option for an additional five (5) year Term based on a re-negotiation of the terms of this lease by Lessor and Lessee.

2. **Rent.** Lessee is using Premises free of charge for the operation of a childcare and preschool center. This is a facility that will provide regularly scheduled care for a group of children three months of age through twelve years of age between the hours of 6:30 a.m. to 6 p.m. Monday through Friday. The childcare center may be closed for certain holidays upon agreement between Lessor and Lessee.

3. **Early Termination.** Lessee or Lessor shall have the right to terminate this Lease upon ninety (90) days written notice to each other.

4. **Use of Premises.** Lessee shall use the Premises principally for operation of a childcare center and preschool, together with administrative offices, storage, and other lawful purposes related to the conduct of its childcare center and preschool business, according and subject to the Monthly Tuition Rate Schedule attached as Exhibit A and the Family Handbook attached as Exhibit B. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance. In addition, when the premises is not being used for childcare and preschool, Lessee shall allow the nonprofit
organization Mary's Place to use the premises for supervised visits and monitored exchanges for parents going through divorce or separation when issues of child custody are involved.

5. **Restrictions on Use.** In connection with the use of the Premises, Lessee shall:
   
a) In no event shall Lessee be responsible to maintain the Premises at a standard higher than at the time Lessee first entered into possession of Premises as a Lessee.

b) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use of said Premises as a childcare center and preschool, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. But, Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.

c) Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.

d) Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.

e) Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.

f) Be responsible for removing any liens placed on said property as a result of Lessee's use of leased premises.

6. **Lessee's Obligations.** The following shall be the responsibility of the Lessee:

a) Lessee shall not be required to make structural repairs that would place the Premises in a better condition than at the commencement of this lease.

b) Any repairs necessitated by the negligence of Lessee, its agents, employees or invitees.

c) Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above.

d) Utilize Premises as a childcare center and preschool during the term of the lease. Minimum hours of operation shall be 6:30 a.m. to 6 p.m. Monday through Friday. Facility may be closed for certain holidays upon agreement between Lessee and Lessor. Facility shall serve a minimum of 40 children, ranging in age from 3 months to 12 years. Preference for enrollment will be given, in order, to 1) Deschutes County employees; 2) State of Oregon employees who are tenants of Deschutes County; 3) general public. Rates charged for childcare and preschool will be according to the attached Exhibit 1. Lessee is responsible for obtaining all required certifications and permits in regard to operation of a childcare center and preschool.
7. **Lessor’s Obligations.** The following shall be the responsibility of the Lessor:

a) Lessor shall make tenant improvements to Premises to ensure Premises are continually accessible per guidelines established by the Americans with Disabilities Act.

b) All other improvements to allow continual use of Premises as a childcare and preschool will be negotiated between Lessor and Lessee.

8. **Parking.** Lessee, its employees, and clientele shall have nonexclusive access in the downtown Bend County complex. A short-term drop-off/pick-up zone will be designated near the entrance of the daycare center. Compliance with posted parking regulations is required.

9. **Lessor’s Covenants.**
   Lessor covenants that it has the right to make this Lease; that possession of the Premises will be delivered to Lessee free of other tenants and of conflicting claims; that the use of the Premises by Lessee for the specific uses set forth in paragraph (4) above titled “Use of Premises” is not in violation of any federal, state or local statute, regulation or ordinance, including the acknowledged comprehensive land use plans and regulations of the city or county in which Premises are located; and that on paying the rent and performing its covenants of this Lease, Lessee may enjoy the rights granted by this Lease free from rightful interference by any third party.

10. **Improvements and Alterations.** Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own expense. Lessee shall be required to remove such items at the end of the Lease term.

11. **Maintenance and Repair of Premises.**

a) Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, emergency lighting, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or which serve the Premises. Lessor shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Lessor’s sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from applicable authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance, replacing dead, damaged or diseased plant materials when necessary. Lessor is not responsible for plant materials within the external daycare play area. Lessor will remove snow along sidewalks and doors to the playground area. At the sole discretion of Lessor, additional maintenance requests will be considered on a case by case basis, and will be performed by Lessor only as may be negotiated and agreed to by Lessor and Lessee.
b) Lessee is responsible for all maintenance activities other than those listed in "a)" above, as well as all daytime and evening janitorial services, unless otherwise negotiated and agreed to by both Lessor and Lessee.

c) Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty covered by insurance.

12. Services and Utilities.
Lessor will cause the utilities and services listed below to be furnished to the Premises. Fax and computer modems shall be utilized on dedicated telephone lines and not on shared-use County telephone lines. Charges shall be paid as indicated:

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Paid By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>Lessor</td>
</tr>
<tr>
<td>Sewer</td>
<td>Lessee</td>
</tr>
<tr>
<td>Electricity</td>
<td>Lessee</td>
</tr>
<tr>
<td>Gas</td>
<td>Lessor</td>
</tr>
<tr>
<td>Trash Dumpster</td>
<td>X</td>
</tr>
</tbody>
</table>

13. Liens.

a) Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

b) Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.


a) It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.

b) Lessee will be required to carry fire and casualty insurance on the contents of its personal property on the Premises.
c) Lessor will carry fire and casualty insurance on the structure where Premises are located.

d) Lessee shall carry commercial general liability insurance, on an occurrence basis, with a combined single limit of not less than $500,000 each occurrence, with an annual aggregate limit of $1,000,000. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this lease.

e) Lessee shall provide to Lessor proof of workers compensation insurance.

f) Indemnification: Lessor and Lessee shall each be responsible for the negligent and wrongful acts of their employees and invitees. Lessor's liability exposure is restricted by the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act.

15. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably by made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

16. Assignment. If the Lessee, through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding, shall cease to be owner of the facility situated on the Premises described in the Lease, and it is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this Lease shall be subject to cancellation.

17. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the leased premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this lease shall be construed as to relieve Lessee of Lessor's affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
18. **Nonwaiver.** Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party’s right to require strict performance of the same provision in the future or of any other provision.

19. **Default.** Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for 15 days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days’ notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party’s obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).

20. **Notices.** Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

   **Lessor:** Deschutes County
   Property & Facilities Department
   Attn: Susan Ross
   P.O. Box 6005
   Bend, Oregon 97708-6005
   Phone: 541-383-6713

   **Lessee:** Munchkin Manor Childcare and Preschool
   Attn: Suzanne McGuire
   1130 NW Harriman
   Bend, Oregon 97701
   Phone: 541-610-9672

20. **Holdover.** If Lessee holds over after the end of the term, a tenancy from month to month shall be created at the same rental rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.

21. **Attorneys’ Fees.** In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease, or to enforce any rights or obligations arising from this Lease, each party shall be responsible for its own attorney fees and all associated costs.

22. **Partnership.** Lessor is not by virtue of this Lease a partner or joint venturer with Lessee in connection with activities carried on under this Lease, and shall have no obligation with respect to Lessee’s debts or any other liabilities of each and every nature.

23. **Lessee not an Agent of County.** It is agreed by and between the parties that Lessee is not carrying out a function on behalf of the County, and County does not have the right of
direction or control of Lessee's operation under this Lease or exercise any control over the activities of the Lessee.

24. **MERGER.**

This lease constitutes the entire lease between the parties. No waiver, consent, modification or change of terms of this lease shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this lease. Lessor, by the signature below of its authorized representative, hereby acknowledges that lessor has read this lease, understands it, and agrees to be bound by its terms and conditions.

The parties have executed this Lease this ______ day of _______________ 2016.

**LESSOR:**

DESCHUTES COUNTY
BOARD OF COMMISSIONERS

______________________________
ALAN UNGER, Chair

______________________________
TAMMY BANEY, Vice-Chair

______________________________
ANTHONY DEBONE, Commissioner

**LESSEE:**

MUNCHKIN MANOR CHILDCARE & PRESCHOOL

______________________________
BY: Suzanne L. McGuire, Owner

______________________________
Signature
Monthly Tuition Rates 2016
Annual registration fee $75.00 due in March or upon enrollment.

**Infants**
12 week - 12 month
5 days... 780.00

**Toddlers**
12 month - 36 month
2 days....375.00  ½ days....232.00
3 days....475.00  ½ days....260.00
5 days....718.00  ½ days....420.00

**Preschool**
36 month - 5 year
2 days.....315.00  ½ days....195.00
3 days.....409.00  ½ days....240.00
5 days.....530.00  ½ days....355.00
Potty Training........$60

**School Age**
5 year - 12 year
Before or After School only....$100
Both Before & After School....$175

**Drop In Daily Rates**

<table>
<thead>
<tr>
<th></th>
<th>Full day</th>
<th>Half day</th>
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<tbody>
<tr>
<td>Infant</td>
<td>45.00</td>
<td>38.00</td>
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<td>Toddler</td>
<td>40.00</td>
<td>32.00</td>
</tr>
<tr>
<td>Preschool</td>
<td>35.00</td>
<td>30.00</td>
</tr>
<tr>
<td>School Age</td>
<td>35.00</td>
<td>30.00</td>
</tr>
</tbody>
</table>

County Employees get first available spot, then State employee, then Public.

10% Discount on 2nd Child- Fulltime only

$75.00 late fee per child applied to payments received after the 10th of each month and $5.00 every day thereafter.

Munchkin Manor reserves the right to increase the tuition rates by 5% on an annual basis, beginning on March 1, each calendar year. A notice of tuition rate increase, if imposed, will be sent to each family a minimum of 90 days prior to the effective date of the increase.
### MUNCHKIN MANOR Daily Food Plan

Children's appetites vary from day to day. Some days they may eat less than these amounts; other days they may want more. Offer these amounts and let your child decide how much to eat.

<table>
<thead>
<tr>
<th>3 year olds</th>
<th>4 and 5 year olds</th>
<th>What counts on:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

#### Notes:
- Some foods are easy for your child to choke on while eating: Slip hard, small, whole foods, such as popcorn, nuts, seeds, and hard candy. Cut up foods such as hot dogs, grapes, and raw carrots into pieces smaller than the size of your child's thumb—about the size of a nickel.
- There are many ways to divide the Daily Food Plan into meals and snacks. View the "Meals and Snack Patterns and Ideas" to see how these amounts might look on your preschooler’s plate at www.choosemyplate.gov/preschoolers.html

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**Family Handbook**
Revised January 2016

Welcome!

Welcome to Munchkin Manor! We are excited that you have chosen to share your child(ren) with us. We are a state certified center that provides care for children ages 12 weeks through 12 years. Our goal is to provide families a high quality preschool program that meets each child's needs, including children with disabilities and those from diverse backgrounds. At all levels, our program provides a rich learning environment that encourages children’s curiosity and supports them to take risks that lead to new skill development. We provide an environment where children feel safe, respected and cared for while learning developmentally appropriate skills and concepts. Our staff is highly qualified meeting, or exceeding state regulations and continuing to develop excellence in the field of early childhood. All teachers have certification in First Aid and CPR and training focusing specifically on early childhood education.

We encourage open communication at all times so please let us know your questions, comments or concerns. Together we can make a wonderful experience for everyone. Thank you for choosing Munchkin Manor. We look forward to working with you and your child(ren).
Munchkin Manor Staff

Owner/ Director: Sue McGuire

Teachers: Wendy (Lambs), Brittany (Puppies), Tatyanna (Bunnies), Dana (Pandas), Daniel (Bears), Annette (Tigers), Shalie, Delaney (Program Aide)

Contact Information
Munchkin Manor: 541.317.3130
1130 NW Harriman
Bend, OR 97701
Email: suemcguire31@gmail.com

Mission
Our mission is to provide a safe, warm and nurturing environment while giving each child a creative and individualized learning opportunity.

Center Philosophy
Each child is a unique individual with a different learning pace and style. We recognize and appreciate the special qualities of each child and help them to learn in his/her own way. Throughout the day your child will participate in age appropriate, hands-on learning activities which will strengthen social skills, self-help skills, academic skills and self-esteem. As the children discover and learn through play and teacher directed activities, the process will be enhanced through a positive environment. Our teachers have low pressure teaching styles that allow each child to enter new activities and experience challenges with a positive attitude and leave these experiences with the courage to try again.

Equal Educational Opportunity
It is the policy of Munchkin Manor not to discriminate in its education programs or educational activities on the basis of race, religion, ethnicity, national origin, sexual orientation, marital status or disability.
Staff Qualifications

The Munchkin Manor staff is highly qualified, meeting or exceeding state regulations. All head teachers have specialized training in Early Childhood Education and all staff members are CPR and First Aid certified. In addition, each has passed a criminal background screening.

In addition, each staff member is trained in professional ethics and responsibility as part of their new employee orientation to Munchkin Manor. Every staff member completes a minimum of 15 clock hours per year in professional development. This commitment to ethics and professional responsibility is then revisited every year. We follow the ethical principles that have been established by the National Association for the Education of Young Children.

Teachers

Munchkin Manor has one head teacher for each classroom. This is a consistent teacher for your child who works with them in the classroom every day. In addition, your child will get to know other staff members as children gather in the morning and in the late afternoons. Lunch breaks will also be covered by different Munchkin Manor staff so that children have one consistent teacher but develop comfortable relations with all staff. As children grow and develop, they will change classrooms within Munchkin Manor. This change will occur based on the child’s age, development and available space within the school.

Center Policies

Enrollment

In order to be enrolled in the program, ALL of the following requirements must be met:

- Non-refundable registration fee paid
- Enrollment packet complete and turned in
- Classroom has been visited by the parents/guardian
- First day has been agreed upon by the family and director
- Copy of immunization record given to Munchkin Manor

Enrollment Priority

Deschutes County employees are priority #1, followed by State employees who are tenants of County facilities. The only time there is an exception to this policy is when an existing enrolled family has a new child, then that child will get next available open spot. When a room has a waiting list, County & State employees go to the top of the list. Once a spot is available, they will have the choice of reserving that spot and start paying regular tuition as of the day the reservation begins, or they can pass and take the next available spot.
Withdrawal
A 30 day notice must be given if your family chooses to dis-enroll from Munchkin Manor. If you fail to give 30 days notice, you are still responsible for those 30 days of tuition.

Hours of Operation
Munchkin Manor is open from 6:30 am to 6:00 pm. Please be prompt in picking up your child to avoid a late fee. Late fees are $1 per minute for every minute past 6 pm. Please call if you are going to be late. If your child is only attending in the morning, pick up time is at 12 pm in order to not interfere with the naptime transition.

Payments
Tuition is due by the 10th of each month, unless other arrangements have been made with the director. A late fee of $75 will be charged for tuition not paid by the 10th. There will be a $25 returned check fee if your check is returned NSF. If there is a second NSF check, payments via check will no longer be accepted. Payments can be made by check, cash, debit or credit card. There is an annual nonrefundable registration fee of $75 due every March for families that are continuing care into summer and/or fall.

Absences
Please let us know if your child will be absent any given day. This can be done by calling the center or writing a note on the note pad by the sign in sheets. There is no credit for sick days. However, after a year of consecutive enrollment, you will receive vacation credit based on the number of days a week your child attends. For example, if your child attends three days a week, then your family will get three days of vacation credit after one year of attendance. Vacation credits are not able to be saved up from year to year.

Holidays
The center will be closed the following days: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, July 4th, Veteran's Day, Labor Day, the Friday before Labor Day (to prepare for the new school year) and the week of Christmas. There will be no reduction of tuition for these days.

Illness
In order to decrease the spread of illness, our illness policy must be followed by all families. A child must stay home if they have any condition that could be considered contagious. In addition, state regulations require that children stay home if they have a fever over 100 degrees or more than one episode of diarrhea or vomiting. If a fever or other illness arises while the child is at Munchkin Manor, a parent or other emergency contact will be called to take the child home. In order to return, the child must be
symptom free for 24 hours without medication before they may return to care. A doctor’s note saying they may return to care is also sufficient and will be necessary in the cases of rashes or other situations in which there is a question about whether or not the child is contagious.

In addition, Munchkin Manor has a focus on preventing illness as much as possible. Teachers instruct children on how to wash their hands, use tissues and cover their coughs. Children wash their hands before eating, after toileting and after coming in from outside. Handwashing is supervised by a staff member. Teachers use naturally occurring opportunities such as a child coughing to teach about the prevention of germ transmission. This is done with individual children and with the entire group as appropriate.

Once a year, Munchkin Manor focuses on dental health by having children practice teeth brushing at school. There is ongoing conversation about taking care of one’s teeth, but one a year there is focused instruction and practice just on this area. This instruction typically occurs in February during Dental Health Month.

**Medication**

If your child needs to take medication while at school, a permission form must be completed before medication can be given. In addition, please give the medication directly to a staff member rather than placing it in your child’s backpack or lunchbox. This is for both prescription and over the counter medication.

**School Closures**

In rare circumstances, Munchkin Manor may need to close due to weather issues or other unexpected emergencies. If you have questions, please call daycare in the am to make sure we are open. There will be no reduction of tuition in the event of a school closure, but rest assured we try to keep these to a minimum if at all.

**Sign-In/Sign-Out**

Children must be signed in and out every day. This is a state regulation and very important for the safety of your child. The sign-in sheet is located on the counter immediately inside the door. In addition, children must be walked directly to their classroom as opposed to dropping them off at the front door. While our staff is always alert, please be sure to communicate to a staff member whenever your drop off or pick up your child. Only persons authorized on the enrollment paperwork will be allowed to pick up your child. They will need to show identification before your child will be released to anyone unknown to Munchkin Manor staff. If you need to change who can and cannot pick up your child, please inform your child’s teacher and the director. You will be asked to complete a new release form.

Please know that we cannot deny access to a biological parent unless we have court documents in your child’s file. In that case, we would call the police to enforce the court order.
**Goodbyes**
We have found that a quick goodbye works best. If a parent lingers too long, it often raises the child's anxiety, making it more difficult to say goodbye. Also, please say goodbye rather than sneak out. It is quite a shock to turn around and discover that mom or dad has disappeared.

**Behavior Management**
Our focus at Munchkin Manor is to provide children with clear expectations so that behavior issues are limited. Our philosophy is to be proactive and put preventative routines and strategies in place so that behavior issues are few and those that do occur will be used as a learning opportunity for the children involved. There is no physical punishment at Munchkin Manor. In certain situations, teachers will have a child leave the group in order to gather themselves. They will then be invited to return to the group and to the activities. If the strategies utilized do not have an effect in terms of managing behavior, we will speak with the parents and together develop new strategies of dealing with challenging behavior. In the case of extreme aggression, it may be necessary to suspend care for the child.

**Rest Time**
Each child will need a child-sized blanket to use during rest time. All children need to arrive at Munchkin Manor prior to the start of nap time at 12 pm so as not to disturb the rest of the children. Rest time is from 12 pm to 2 pm.

**Social Skills**
Our program provides direct instruction and support when it comes to social skills. We use teachable moments as they occur throughout the day to teach empathy, self-regulation and problem solving. For example, if two children are arguing over a toy, the teacher will help the children to solve their issue by teaching them words to say and possible solutions, so that children will be able to independently use these skills for future conflicts. There are opportunities to teach social skills throughout the day such as snack and lunch times, outside time, indoor play and transitions.

**Potty Training**
Munchkin Manor coordinates with parents on potty training. When a child demonstrates signs of being ready for potty training, the classroom teacher will communicate this to the family. This typically happens in the Bunny classroom and may continue into the Panda room. Potty training will always be conducted in a positive manner and will be individualized as it is recognized that not all children are ready to potty train at a certain age or time. Children will be taken to the child-sized potty at various intervals throughout the day.
Teachers will monitor the child's potty schedule and will adjust accordingly. Classroom teachers will complete a daily chart informing parents of how their child did at potty training that day. During the potty training process, it is important for parents to bring several sets of extra clothes in the case of accidents. Teachers will ensure that a child can use the potty whenever they ask. In addition, teachers will use naturally occurring opportunities such as before nap or when a friend goes potty to further promote and encourage potty training. There is an additional potty training fee for those children who are in the Panda room, but are not yet fully potty trained. Please refer to the tuition rate sheet for the current cost.

**Snacks and Lunches**

Munchkin Manor will provide your child with a morning snack and an afternoon snack. Morning snack is served around 9 am with afternoon snack being around 2:15 pm. Each child is to bring a lunch from home. Our center follows the USDA guidelines for healthy eating and we encourage you to do the same when packing your child’s lunch. The classes eat lunch around 11:15 am. The specific guidelines suggested by the USDA are included below.

Classroom teachers will sit with the children and engage in conversation as they eat snacks and lunch. These are social times where conversation between children, and between the teacher and children, is encouraged and modeled. Teachers will include conversation that is focused on teaching about nutrition and healthy eating habits.

Children will be provided child-sized serving utensils when appropriate so that children may learn to serve themselves and set the tables. In addition, children will learn to clean up the tables after lunch and snack times.

Fresh fruit and/or vegetables will be offered as a snack at least twice a week.

Appropriate portion sizes will be given based on the age of the child. Children will be encouraged to try new foods, but will not be required to eat any food or any set amount of food.

Low fat milk will be served with lunch and water will be available throughout the day in the child’s own center provided water bottle or cup, including snacks.

**Child Assessment**

Within 45 days of when the child enters the program they will be assessed using a developmental screening instrument. This will be done again in May in order to demonstrate growth. Ideally, this assessment will be done in September and again in May. Results will be communicated to parents along with a copy of the assessment. This process will being in September of 2015.

If there should be any concerns about a child’s developmental progress, the classroom teacher will communicate this concern to the parents. In agreement with the child’s parents/guardian, a referral will be made to the appropriate agency for further
specialized screening. In addition, Munchkin Manor will partner with Healthy Beginnings to provide an annual developmental, hearing and vision screening for each child. The program at Munchkin Manor uses ongoing assessment that is directly related to the content that is being focused on in class and that is developmentally appropriate. Teachers take observational notes with regards to children's interactions with others and materials, display of understanding of content and skills, and any other information that is pertinent to the child's learning and development. These notes are then used to complete program screenings and assessments which are always shared with parents/guardians.

**Adult/Child Interactions**

Munchkin Manor supports children's social, emotional and academic needs through appropriate and purposeful adult/child interactions. When interacting with children, Munchkin Manor staff

- Use open-ended questions to engage in frequent conversations with children
- Are in close physical proximity to children
- Join children's activities
- Use positive comments and encouragement with children
- Acknowledge and validate children's emotions
- Focus interactions on children's activities and interests
- Provide feedback on children's ideas, comments and work
- Use repetition and extension
- Use self-talk and parallel talk
- Use scaffolding to help children understand concepts, answer questions, or complete activities

**Screen Time**

Our program only uses DVD's on special (holiday) occasion. Only G rated programs will be shown in addition to educational materials. Other electronic media will also only be used as a support for learning. In addition, there if electronic media is being used, an alternate activity will always be available at the same time. Children younger than two years of age will not have any screen time of any sort. Electronic media will never be an option during lunch or snack times. Active participation will also be encouraged during the times when electronic media is being used. At no time will screen time ever be more than 30 min per day. Screen time will also be free of advertisement and any product branding.

**Outside Play**

Children will enjoy outside every day that the temperature is above 25 degrees including wind chill, unless it is snowing or raining. Classes go outside once in the morning and once in the afternoon. We ask that parents plan accordingly by ensuring that their child(ren) have snow boots, snow pants, hats, gloves, jackets, etc. It is also best that children wear gym
type shoes to school to ensure they can fully participate in outside play. Children without appropriate shoes will not be allowed to climb on the play equipment.

Our outside play equipment consists of slides, climbing structures, pedal cars, see saw, monkey bars, a sand box and sand toys, balls, scooters, toys to push and ride on, bubbles, and in the summer time, there will be water play on specified days. While outside, the children participate in both teacher led activities and child led play.

**Sunscreen**

Before outside play, when appropriate, Munchkin Manor staff will apply sunscreen to your child(ren). However, we are only allowed to apply the sunscreen that you provide for your child only. We also cannot use aerosol sunscreen. Please send a bottle of sunscreen to school with your child clearly labeled with their name. We also ask that you apply sunscreen to your child before they come to school so that staff will only have to apply once before our afternoon outside time.

**Clothing**

Please dress your child in clothes that are suitable for play and outside time and realize that clothes may get dirty. Please avoid flip flop sandals and cleats or other items that could pose a safety hazard. Each child needs to keep a change of clothes appropriate for the weather in their cubby in case of an accident.

**Show & Tell**

Children enjoy bringing items from home to show their classmates, so as a result we have Show & Tell on Mondays and Tuesday, whichever day is your child's first day of attendance for the week. We hope that each child in the Pandas, Bears and Tigers classrooms will bring an object or story to share during Show & Tell time. Whenever possible, please have the items match the weekly preschool theme. At no time are weapons, superheroes or balloons allowed at the center. Please put your child's name on all show and tell items. Munchkin Manor cannot be responsible for lost items. Please limit the days that your child brings objects to school to their show and tell day.

**Communication**

Communication is key to a successful experience for both you and your child(ren). Munchkin Manor strives to have ongoing, honest communication with all families. Communication will occur through the form of monthly newsletters that are emailed to all families, occasional other informative emails will be sent as well. In addition, important messages will be posted by the sign in sheet or on the front door. We ask that you communicate any important messages to us by writing us a note in the notebook by the sign in sheet. Teachers will also communicate daily during pick up time regarding your child's day at school.
In addition, it is imperative that we have updated phone numbers for you and your emergency contacts at all times. If you have any changes to any of this information, please inform the director.

**Labeling**

Please put your child's name on blankets, lunch containers, coats, bottles, etc. that come to school with your child so we can be sure that they go home with the right person.

**School Age**

We welcome your school age child at Munchkin Manor. There is a Bend-LaPine school bus for both Miller Elementary and Highlakes Elementary that picks up and drops off students at Munchkin Manor. We also welcome school age children from other schools, including older siblings. If you would like for your school age child to attend Munchkin Manor on school holidays, summer vacation and other days in which the schools are not in session, we would ask for you to call ahead to make sure we have space. This is on a first come first served basis.

**Supplies**

Munchkin Manor provides the majority of supplies that your child will need during their time here. You will need to supply a blanket for nap time and toddlers and infants will need a supply of diapers, wipes, bottles, baby food, etc. All children will need a lunch as well as an extra change of clothes. We always appreciate donations of copy paper, markers, etc. as we go through an incredible amount of these items as you will surely notice by all of the wonderful artwork that your child will bring home.

**Visitors/Volunteers/Special Events**

There are times that there will be visitors to Munchkin Manor. This could include parents touring the center, school photographer, guest readers or other visitors associated with special events. All visitors to Munchkin Manor will always be accompanied by a staff member and will never be left alone with children. Parents/guardians are welcome to visit the center at any time!

**Emergency Plan**