

Parent/Guardian Contract Waivers and Agreements

This document is provided to ensure that guardians understand their rights and responsibilities as they apply to their student(s) attending any Davis Kids Klub (DKK) program.

Additionally, this contract advises guardians of the DKK program goals and guidelines. Please read through each item thoroughly. If you have any questions or need further clarification on an item, please contact the DKK Main Office (office@daviskidsklub.com).

Mission Statement

The mission of the Davis Kids Klub is to provide an affordable, quality, recreation and enrichment-filled program for children. Our program operates in partnership with the Davis Joint Unified School District, and is committed to meeting the unique needs of all children by supporting their academic, physical and socio-emotional development in a safe, nurturing, inclusive environment. Each site-based program has a caring and qualified staff that is dedicated to providing children with fun and enriching opportunities. We work closely with children, families, district staff, and community members to support, encourage and challenge children to be active, engaged, creative, socially and academically aware students and citizens.

Program Description/Available Programs

Non-profit Davis Kids Klub is a quality, affordable recreation enrichment program located on Davis Joint Unified School District (DJUSD) campuses: Birch Lane, Cesar Chavez, Korematsu, Montgomery, North Davis, Patwin, Pioneer, and Willett Elementary Schools. DKK offers safe, structured fun in a recreational environment that supports academic, social and emotional growth. While DKK aligns with and follows many child care licensing guidelines, the program is a recreation program, not a licensed daycare facility.

Davis Kids Klub prohibits discrimination on the basis of any protected class, including but not limited to age, color, disability, gender, religious or sexual orientation. If you believe you or your child has been discriminated against or harassed, please notify the Site Director, the Executive Director (office@daviskidsklub.com), and/or the DJUSD-DKK Site Liaison (liaison@daviskidsklub.com).

Individuals or the family members of such individuals who have, or suspect they may have a disability for which they would like to request accommodation, please contact the DKK Office to discuss their needs.

AVAILABLE PROGRAMS

****In the case of a program not reaching a minimum capacity, said program may be canceled with 7-10 days notice! Parents will be notified immediately of cancellations via email, and a refund of all associated fees will be given.****

After School (M, Tu, Th, F 2:35/3:05 – 5:55 p.m. and W 1:30 – 5:55 p.m.)**

The daily schedule and programming for after school includes time for homework, snack, guided fitness and outdoor play; as well as games and activities that focus on STEAM (Science, Technology, Engineering, Arts and Math). DKK works in partnership with DJUSD, UC Davis, and other community groups. DKK's After-School Programs are aligned to the DJUSD School Year Calendar, and operate when school is in session, with optional camp days on days when school is not in session.

**DKK at North Davis Elementary and Montgomery Elementary have different start/end times based on those schools' bell schedules.

- **Conference Week (November and March, TBA)**

All DJUSD students (grades 1 - 6) are released at 1:30 pm during conference weeks. DKK will run from 1:30-6:00 pm every day during these weeks.

Extra hours due to conference week are no extra charge.

School Holiday Camp Days and Summer Camp

- Site(s) TBD
- DKK may offer **Camp Days** (TBD based on enrollment, staffing availability and facility considerations) for an additional fee on many of the DJUSD/DKK **non-school days**. See the "Calendar & Holidays" tab on our website for what is being offered for the current school year. Camp Days are often themed, and include time for building and games, meals/snacks,

outdoor play, arts and crafts, STEAM/STEM activities, and other opportunities for enrichment and socialization.

- DKK may also offer a **Summer Camp** program which operates based on facility availability, staffing, and enrollment. Summer Camp follows a daily schedule. Summer Camp may include activities and enrichments such as math and language arts, educational computer programs, participation in the Davis Library Summer Reading Incentive Program, art projects, STEAM projects, field trips, outdoor physical fitness/games, and visits to a local community swimming pool.

Daily drop-ins may be available at your school site. Please email office@daviskidsklub.com to request a drop-in by **no later than 4:00 pm** the day before the desired drop-in date. Please note that we staff according to student ratios and enrollment, so a drop-in may not be accommodated due to space, staffing, etc. In addition, a particular school site may be closed to drop-ins indefinitely due to space and staffing. If you request a drop-in day that we cannot accommodate, we will notify you as soon as possible that we do not have space.

Wait List: In the event that there is high demand (too many students for the space we are designated, and/or not enough staff to maintain safe ratios), a site may be closed and a wait list will be started. Parents can email the DKK Office (office@daviskidsklub.com) to be placed on a wait-list for their school site. Parents will be notified via email when a spot opens for their student to enroll.

Staffing and Training

Davis Kids Klub offers children and families a nurturing and inclusive program (ratio goal is 12:1) staffed with experienced directors and assistants. DKK aims to hire licensed teachers, school district paraprofessionals, and other qualified individuals to serve as Site Directors. Site Directors are CPR and First Aid certified, have been fingerprinted and background checked, have a clear TB test, and have completed Mandated Reporter Training. Site Directors participate in initial and ongoing training; including but not limited to training in group management, behavior support, problem solving and emergency action plans and procedures. Many of the DKK staff are pursuing careers that involve working with children; and/or have college-level child development coursework that supports their work at DKK. **All DKK employees are mandated by the state of California to report any suspicion of child abuse.** Employees do not form opinions or conclusions on their suspicion. All staff (from directors to recreation

leaders/tutors) are expected to maintain a well-supervised, positive, safe, and clean environment where children learn, play, have fun and thrive.

Financial Waiver/Agreement

Please read through each item thoroughly. If you have any questions or need further clarification on any item, please contact the DKK Main Office (office@daviskidsklub.com).

****Please refer to the “Programs & Fees” tab on our website for the current fee schedule and information.****

IMPORTANT PAYMENT INFORMATION

- **Davis Kids Klub Tax ID# is 03-0451515**

MONTHLY FEES

- All paying patrons are enrolled in auto-pay.. Your monthly fees will be deducted automatically each month. DKK will respect your privacy and does NOT store any of your credit card information.

Paying patrons...

- You will be charged on the first of each month for the upcoming month.
- August and June monthly fees are automatically prorated.
- Camp Day fees are **non-refundable** and **non-transferrable**.

TO REDUCE YOUR CONTRACT (Days and/or Hours)

Any change to your contract with an advanced 30-day notice that results in a reduction of days/hours will be charged a **\$39 fee**.

TO WITHDRAW YOUR STUDENT(S)/CANCEL YOUR CONTRACT

We recognize that circumstances and family needs change, and that your family may decide to discontinue services with Davis Kids Klub. DKK staffs our sites based on student enrollment. Any withdrawal of or contract cancellation for any student enrollee from DKK shall be made with a **minimum of 30-day notice** to DKK and shall result in a mandatory \$39 withdrawal/cancellation fee for each student enrollee.

Please note: **December and June** are exceptions to our reduction and withdrawal policies. No changes (withdrawal/cancellation) to your contract can be made for the months of December or June.

REFUNDS/CREDITS

- **Annual registration fee is non-refundable and non-transferable**
- **No reduction in fees for DKK holidays (see “Calendar & Holidays” tab) or in the event of a mandated closure by the State of California, County of Yolo, or DJUSD.**
- Fees are non-refundable and non-transferable due to student absence, student illness, and/or family vacation time.

LATE PICK-UP/EARLY DROP-OFF

When you are late to pick-up your child, the following charges apply:

- 1-14 minutes late: \$30/child
- 15-30 minutes late: \$50/child
- After 30 minutes: \$50/child plus \$1/child for every minute after 30 minutes late

If late pick-up/early drop-offs occur more than three times, your child(ren) may be dropped from the program with no refund.

Late charges will be made to the credit card on file within 24 hours of the late pick-up/early drop-off.

PROGRAM CANCELLATION POLICY

Davis Kids Klub has the right to cancel a program due to low enrollment and/or other unexpected issues that may arise.

FAMILY DISCOUNTS

Due to the affordability/low-cost of Davis Kids Klub, no discounts are given for additional children.

DIVORCED/SEPARATED PARENTS

The parent/guardian who registers is the responsible party for making the full monthly payment. If a family chooses to split the payments between parents, it is their responsibility for each parent to register separately. Should one parent default on payment, service to the child will be stopped until the tuition payments resume.

FEE SUBSIDY/SCHOLARSHIPS

- We partner with CHS and YCCA who may offer subsidies to families who qualify.
 - CHS and YCCA families must sign and turn in attendance sheets by the 5th or student(s) will not be able to participate.
- If you are granted a scholarship, recipients are still required to register and abide by all DKK Waivers & Agreements.

- If paying patrons default on payment and do not contact the DKK office to arrange a payment plan to resolve the default, your scholarship may be jeopardized and your student(s) may be dismissed removed from the program

DJUSD EMPLOYEES

DJUSD employees are eligible for a 20% discount. Please notify the DKK Office via email (office@daviskidsklub.com) if you are a DJUSD employee, and we will apply your discount. Please be aware this discount is not applicable to the registration fee, Sibling Club, Summer Camp and/or Camp Days. The discount also cannot be applied retroactively.

ELOP ELIGIBLE STUDENTS AS DETERMINED BY DJUSD

ELOP eligibility is determined by DJUSD pursuant to requirements set forth by California statute.

Parents/Guardians of ELOP eligible students will not pay the initial DKK registration fee when registering their ELOP student.

Parents/Guardians of ELOP eligible students will not pay DKK monthly fees in connection with their ELOP eligible child/children so long as the DJUSD/DKK agreement regarding ELOP eligible student enrollment fees is in effect.

Parents/Guardians of ELOP eligible students will pay all late pick-up charges.

Parents/Guardians of ELOP eligible students will not pay any cancellation fee should they decide to withdraw their ELOP eligible student(s) from DKK.

Parents/Guardians may have a child/children who qualifies as ELOP eligible and another child/children who does not qualify as ELOP eligible. In this case, the Parents/Guardians will not pay the initial DKK registration fee, will not pay DKK monthly fees or cancellation fees in connection with their ELOP eligible child/children, but will pay DKK monthly fees and cancellation fees in connection with their child/children who is not ELOP eligible.

Parents/Guardians of ELOP eligible students understand and agree that their fee arrangement relates only to the school days that DKK is in session during the academic school year and further understand and agree that DKK Camp Days are specifically excluded from the fee arrangement. Parents/Guardians of ELOP eligible students understand and agree that if they desire their ELOP eligible student(s) to attend DKK Camp Days that Parents/Guardians must separately

request enrollment for Camp Days and there is no fee waiver in place for ELOP eligible students for Camp Days.

If the DJUSD/DKK agreement regarding ELOP eligible students' fees is terminated prior to the end of the academic school year, then the ELOP eligible student(s)' enrollment will cease at that time unless the Parents/Guardians of ELOP eligible students desire that their ELOP eligible student(s) continues at DKK and the Parents/Guardians enter into a financial agreement with DKK whereby the Parents/Guardians are responsible for all regularly scheduled monthly fees and any subsequent cancellation fees after the termination of the DJUSD/DKK agreement

Parents/Guardians of ELOP eligible students understand and agree that DKK's Waivers and Agreements is in full force and effect except with respect to the very specific provisions in this section.

RECEIPTS

Receipts are provided after each online payment is made. If a signature is needed, please scan/email the DKK Main Office (office@daviskidsklub.com) and your receipt will be signed and returned within 3-5 business days. If an original signature is needed, site directors can sign your receipt.

- Receipts can be found on the DKK website > Payment History/Receipts
- ***Davis Kids Klub Tax ID# is 03-0451515***

Behavior Agreement

Please read through each item thoroughly. If you have any questions or need further clarification on any item, please contact the DKK Main Office (office@daviskidsklub.com).

- **Our expectations for all students:**
 - * Cooperate with peers and DKK staff.
 - * Be courteous, polite, and respectful.
 - * Be inclusive.
 - * Be kind.
 - * Be safe.
 - * Be responsible and trustworthy.
 - * Be helpful.
 - * Follow all safety rules.
 - * Bring any concerns or issues to the attention of DKK staff immediately.

- Davis Kids Klub follows the DJUSD Standards of Student Behavior Code.
- DKK staff works diligently to support students and keep them safe and happy. We recognize that an after school program is inherently different from the school day with mixed-ages in one location, less “structure” than a school day, and more opportunities for students to engage and interact in an informal, play-based way. As a result, we do our best to minimize conflict and intervene before students act out.
- DKK staff members are typically not credentialed teachers or behaviorists. They have training with our program (some have DJUSD training) and experience working with children; but not necessarily expertise or background in how to handle behavioral issues that are consistent and/or particularly challenging.

Important Program Details

STUDENT PERSONAL DEVICE

- Students **should not** access personal devices (cell phones, tablets, smart watches, etc.) during DKK unless given permission by **the DKK office** to do so. Having a personal device can be a liability for your student, family, as well as our program if said device is lost, stolen, damaged, and/or used improperly/inappropriately during DKK.
- Use of a personal device may also compromise the privacy of other students in the program and/or expose students to material not approved by another student’s family.
- If a student is using a personal device during DKK without permission from DKK staff (in coordination with the DKK Office) , site staff will ask the child to put the device away. If the student refuses to comply, staff may ask to hold onto the device until the student leaves DKK for the day.

COMMUNICATION

- **To report your child’s absence...**
 1. **Please call your student’s school site. All DKK site phone numbers are available at our website. **PLEASE DO NOT contact the DKK main office by phone or email.****

2. Leave a message for the Director.

- **Parents are responsible for sharing the site phone number with all family members and caregivers.**
- In the event of an emergency and/or if a critical message needs to be conveyed to a student regarding pick-up/after school plans, the Site Director will convey the message and/or place a call on behalf of your student.
- Students are **not allowed** to use the DKK site phone to connect with their guardians. DKK staff can make a call on your student's behalf and can convey a message from you to your student as needed.

PLEASE NOTE ON CAMP DAYS PARENTS MAY BE ASKED TO CONTACT A SPECIFIC NUMBER AND EMAIL TO REPORT ABSENCES OR CHANGE OF PLANS. CONTACT INFO WILL BE INCLUDED IN THE FLIER AND EMAILS.

MOVIE POLICY

- Movies (or cartoon/show/program) may be shown at DKK, and would typically be shown on a specifically announced day as a group reward for positive behavior. Movies are typically shown after outdoor activities and snack time.
- Movies are either sent from the DKK Office, or have been pre-approved by the office and are streamed online. ALL MOVIES ARE G-RATED or TV-Y/Y7. The goal is for the movie to be shown in its entirety; with breaks as necessary for snack, restroom, etc.
- Movies are accompanied by themed coloring, a game(s), and/or an additional learning activity. The alternative activities are presented to students prior to showing the movie, so they have an opportunity to opt out.
- Parents are typically emailed in advance with the movie title and the optional activities. Parents have the opportunity to speak with their student and decide if he/she prefers to watch the movie or to participate in the alternate activities. Parents and/or the student him/herself can make their Site Director aware of their wishes to opt out of the movie time.
- Homework completion or reading is always welcome during movie time.
- **Additional "Screen Time" without prior notification:** Over the course of the school year, we have noted situations when some additional "screen time" may be warranted (during the longer days of conference week, if a group is displaced from their regular location, emergency smoke or weather situations when we can't go outside for long periods of time, etc). On occasion and without prior notification to families, our staff may show a 30 – 45 minute educational/G-rated, school-appropriate program. These

situations would be rare and may happen just a handful of times over the course of the entire school year, or not at all. But we do want to communicate this additional possibility of screen time to our families.

TECH TIME

- Davis Kids Klub follows the DJUSD Student Acceptable Use of Technology Agreement for all programs.

CHECKING IN & OUT OF DKK/PARENT ALERT EMAIL SYSTEM

- **STUDENTS ARE RESPONSIBLE FOR MAKING THEIR WAY TO THE DKK SITE AT EACH SCHOOL. DKK STAFF CAN MEET AND ESCORT KINDERGARTEN AND TK STUDENTS ONLY.**
- Site Directors check students in and out electronically on an iPad.
- DKK will send parents an alert via **email** if a student has not checked in with their Site Director within approximately 10 minutes after they are dismissed from school.
- **IT IS THE PARENT'S RESPONSIBILITY TO CALL THEIR SITE DIRECTOR IF THEIR STUDENT WILL BE ABSENT FROM DKK BY 1:00 PM THE DAY HE/SHE WILL BE ABSENT.** If you have already called in your absence, please ignore the email alert.
 - If you forget to call in the absence, please call your Site Director immediately upon receiving the email alert. We appreciate parents working together to keep students safe after-school.
- **DAVIS KIDS KLUB WILL NOT CALL PARENTS IF A CHILD DOES NOT ARRIVE AT DKK.**

RELEASING A CHILD

- A child will only be released to a custodial parent or guardian, the designated emergency contact(s) named on the child's registration/account, or other guardian authorized individuals (see below).
- A parent or guardian may grant permission for a child to leave on their own (walk, bike, etc.) or for another adult to pick up the child if permission is given to staff in writing (note or email) or via phone/message. Telephone authorization to release a child to someone who does not usually pick up the child should be in concert with written authorization (email or a handwritten signed note is acceptable) from the custodial parent or legal guardian whenever possible.
 - **It is a parent/guardian's responsibility to call in the authorization to the site phone/Director, and then to follow up that phone call with an**

email to the DKK office with the same authorization, so we have written confirmation of the designated pick-up person.

- DKK Staff will check that the pick-up person has been authorized in one or more of the following ways:
 - DKK office has notified site staff via text, phone and/or email
 - Prior written/verbal authorization given by parent/guardian (kept on file)
 - Phone message left by parent/guardian on site phone (follow-up via email/signed note)
 - Parent verbally told staff at drop/pick-up regarding a future pick-up (follow-up via email/signed note)
- Any authorized person who is not recognized by DKK staff:
 - Will be asked to provide his/her name
 - The name given must match the name provided by parent/guardian
 - Should provide photo identification such as a driver's license, work or school ID before the child is released.

TELL US MORE ABOUT YOUR CHILD ONLINE

- **Each school year**, we ask that parents **update** (and/or complete if registering for the first time) his/her **child's grade** as well as the **detailed questions about their child and his/her interests and needs**. **In sharing critical health, behavioral, communication, and/or social needs of your child, our staff can better meet the overall needs of your child, and to help him/her be socially, academically and behaviorally successful in our after-school program.**
- The information you supply is kept confidential by DKK staff. On occasion, the DJUSD-DKK Liaison may reach out to another DJUSD employee (principal, teacher, school nurse or counselor, etc.) to make a general inquiry about your student in an effort to align support and care, and to better understand and meet the needs of your child. **In the event of a behavioral or health issue with your child, please be aware that if you do not provide accurate or detailed information about your child and his/her needs, we are unable to troubleshoot/problem solve as efficiently, successfully or consistently as needed on behalf of your child.**
- Parents/Guardians are responsible for updating student's personal information when it changes. (ie: telephone numbers, email addresses, authorized parties for pick-up, special needs/allergies, etc.). Changes to personal account information can be made directly online or submitted to office@daviskidsklub.com.

Liability/Medical Waiver

Please read through each item thoroughly. If you have any questions or need further clarification on any item, please contact the DKK Main Office (office@daviskidsklub.com).

In consideration for myself and my minor children being permitted by Davis Kids Klub to participate in activities described in the program, I hereby waive, release and discharge any and all claims and damages for personal injury, death, or property damage which I or my minor children may sustain or which may occur as a result of me or my minor children's participation in these activities.

I understand and agree that:

1. This release is intended to discharge in advance Davis Kids Klub, its directors, employees and mentors from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with the participation of myself or my minor children in activities;
2. The described activity may be of a hazardous, strenuous, and/or physical nature;
3. Participation in the described activity may occasionally result in injury, death or property damage;
4. Knowing the risk involved, nevertheless I voluntarily request permission for myself or minor child to participate in the described activity;
5. I hereby assume any and all risks of injury, death or property damage, and to release and hold harmless Davis Kids Klub, its directors, employees & mentors, except for their sole negligence or intentional acts;
6. This waiver, release and assumption of risk is to be binding on the heirs and assigns;
7. I will indemnify and to hold Davis Kids Klub harmless from any loss, liability, damage, cost or expense, including litigation, which they may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities;
8. I will make good any loss or damage or cost Davis Kids Klub may have to pay if any litigation arises on account of any claim made by said minors or by anyone on said minor's behalf;
9. In the event that said minor requires medical or surgical treatment while under the supervision of said Davis Kids Klub personnel in connection with the described activity, such supervisor may authorize treatment;

10. I will pay all medical, hospital, or other expense which I or my minor children may incur as a result of such treatment;
11. I expressly permit said minor child to travel by private or public automobile to activities and events related to the described activity.
12. Activities are not child care as defined by the State of California.
13. I hereby give permission for my child(ren) to participate in any field trip Davis Kids Klub plans unless otherwise expressed to my child(ren)'s Site Director or the Davis Kids Klub main office. I understand that Davis Kids Klub will attempt to notify all families of any field trips in advance but this is not required. I understand that most field trips will not require public or private transportation but give permission for my child(ren) to use necessary transportation at Site Director's discretion. In consideration of the advantages of these field trips; I agree to release, indemnify, and hold harmless the Davis Kids Klub program and its employees from liability for bodily injury or property damage that might occur during these trips.
14. Davis Kids Klub is not responsible for children following the dismissal of a program.
15. I certify that I have custody or am the legal guardian of said minors by court order, and that I and my minor children are physically able to participate in the described activities.
16. **Publicity and Photo Release:** I hereby grant Davis Kids Klub the absolute and irrevocable right and unrestricted permission to use my or my family's name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of DKK or its partners. I agree that DKK has complete ownership of such material and can use said material for any purpose consistent with the mission of DKK. These uses include, but are not limited to, videos, publications, advertisements, news releases, Web sites, and any promotional or educational materials in any medium. I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc. I hereby release and discharge DKK, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation. **If you wish to opt out of the Publicity and Photo Release, then please email the DKK Office (dkkoptout@gmail.com);**
17. This document ("Waivers and Agreements") includes the most updated information regarding DKK policies and procedures. This document is

subject to change with 30 days written notice.