

Waivers and Agreements

Parent/Guardian Contract

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 recreation and enrichment program for children. Our program operates in partnership with the Davis Joint Unified School District, and is committed to meeting the unique needs of 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

DESCRIPTION

Davis Kids Klub is a non-profit organization that operates affordable recreation and enrichment programs at 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, the program may be canceled with 10-14 days notice! Parents will be notified immediately of cancellations via email, and a refund of all associated fees will be given.****

After-School Program

The daily schedule and programming for after school includes time for homework, snack, guided fitness and outdoor play; as well as games and activities. 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.

- Currently, we do not operate a program for TK/Kinder students who need care **before** approximately 2:30 MTThF/1:30 Wed. (site dependent).
- **Conference Week (November and March, TBA)**
All DJUSD students (grades 1 - 6) are released early during conference weeks. DKK will operate from 1:30-5:55 pm every day during these weeks. Extra hours are provided at **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 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 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.

WAITLIST

- 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) or complete the online form at our website to be placed on a wait list for their school site. Parents will be notified via email if 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 14:1) staffed with an experienced director and assistants. 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.

DKK aims to hire 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 have been background checked, have a clear TB and are mandated (trained) by the state of California to report**

any suspicion of child abuse. Employees do not form opinions or conclusions on their suspicion.

Financial 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 (paying out of pocket/non-subsidized)

- All paying patrons are enrolled in auto-pay. Your monthly fees will be deducted automatically on the first of each month for the upcoming month. DKK will respect your privacy and does NOT store any of your credit card information.
- August and June monthly fees are automatically prorated.
- Camp Day fees are extra and are **non-refundable** and **non-transferrable**.

TO REDUCE YOUR CONTRACT (Days and/or Hours)

Any change to your contract that results in a reduction of days/hours will be charged a **\$39 fee** and requires 30-days' notice.

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 30-day notice** to DKK and will 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, federal, 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 DJUSD (ELOP eligible—see below), 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

ELOP ELIGIBLE STUDENTS

- ELOP eligibility is determined by DJUSD pursuant to requirements set forth by California statute.
- 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 are **not** responsible to pay for:
 - The initial DKK registration fee when registering their ELOP student.
 - 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.
 - 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:
 - Are responsible to pay all late pick-up charges.

- 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.
- Understand and agree that if they want their ELOP eligible student(s) to attend DKK Camp Days, they must separately request enrollment for Camp Days and there is no fee waiver in place for ELOP eligible students for Camp Days.
- Understand and agree that DKK's Waivers and Agreements are in full force and effect except with respect to the very specific provisions in this section.

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, Summer Camp and/or Camp Days. The discount also cannot be applied retroactively.

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

Behavior Agreement/Plan

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).

- DKK staff works diligently to support students and keep them safe and happy. We acknowledge and remind guardians 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 or situations escalate.

- 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 in how to handle behavioral issues that are consistent and/or particularly challenging.
- DKK works in partnership with DJUSD to implement similar behavioral interventions and supports.
- DKK staff will:
 - Encourage positive behavior with incentives, praise, leadership opportunities, etc.
 - Discuss and reinforce expectations
 - Document any concerns or issues as a hello note or incident report
 - Seek guidance from guardians, DKK admin team and/or school site staff. A parent meeting may be requested.
 - Implement a behavior plan if/when appropriate

BEHAVIORAL EXPECTATIONS

- Cooperate with others
- Be courteous, polite, and respectful
- Be inclusive
- Be kind
- Be safe
- Be responsible and honest
- Be helpful
- Follow DKK rules
- Bring any concerns or issues to the attention of DKK staff immediately.

TYPICAL ACTION PLAN WHEN BEHAVIOR EXPECTATIONS ARE NOT BEING MET

1. A student who struggles to follow the DKK expectations/rules will be reminded of the rules, redirected and encouraged to comply with the redirection/rules.
2. If a student continues to need redirection and correction, he/she may be asked to move to another safe area in the same space as the group to calm and to give the student time to deescalate and/or think.

3. If the student continues to behave/behaves in a way that is unsafe or unkind to any student or adult in the program, a hello note or an Incident Report may be written.
4. If an Incident Report is written, a parent/guardian will be asked to sign the report to confirm that they were notified of the report. These reports are not sent home. Parents are welcome to take a picture of the report at pick up or ask that the office email a copy. Any questions or concerns should be addressed with your Director at that time.
5. In the event that a student is behaving in a way that is unsafe, disrespectful and/or increasingly difficult for site staff to manage, a parent/guardian may be called to immediately pick up the child. The secondary contact and/or emergency contact may also be called in the event of an immediate pick up request when the primary contact is unavailable or is not answering the phone call.

SUSPENSIONS

We may opt to implement a short-term suspension (1-5 days) as we work toward scheduling a guardian meeting, implementing a behavior plan and/or to allow time to make a decision on next steps.

DISMISSALS

- We communicate and work with you and your student (as detailed above) to avoid dismissing your child from our program. **However, if your child receives 3 behavior Incident Reports and/or numerous hello notes during a school year, your student may be dismissed from the program.**
- A **major infraction** that compromises the mental or physical safety and well being of your student and/or the staff or students of the program, may result in your child being **immediately dismissed** from the program at the discretion of the DKK admin team.
- If your student is dismissed from DKK, that **dismissal is permanent** and your child will not be allowed to re-enroll in any DKK programs (school year or summer) and no refunds will be given.
- Reasons for possible/immediate dismissal from the program (not limited to the following):
 - Intentional physical harm to self or others
 - Leaving the premises/confines of the DKK program and not complying with directives to return
 - Inappropriate language and/or behavior of a sexual or discriminatory nature

- Throwing/using objects with the intent to cause harm and/or destruction

Important Program Details

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 that a guardian needs to convey a critical message to his/her child, please call the site phone and the Site Director will convey the message to the 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.
- Camp Days contact: Parents may be asked to contact a specific phone number to report absences or change of plans. The contact information will be included on camp flyers and/or emails.

CHECKING IN & OUT OF DKK/PARENT ALERT EMAIL SYSTEM

- **STUDENTS ARE RESPONSIBLE FOR MAKING THEIR WAY TO THE DKK SITE AT EACH SCHOOL.** DKK or DJUSD staff will be available to escort TK/K students from their classroom/program to DKK.
- **DAVIS KIDS KLUB DOES NOT CALL GUARDIANS IF A CHILD DOES NOT ARRIVE AT DKK.**
- 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 10-12 minutes after they are dismissed from school.
- It is the guardian's responsibility to contact their site director to report their student's absence from DKK. If you have already called in your absence and an alert is received, 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.

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

- **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 on their account on the DKK website. 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 and behaviorally successful in our after-school program.**
- 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.
- The information you supply is kept confidential by DKK staff. On occasion, the DJUSD-DKK Liaison or other DKK admin may communicate with a DJUSD employee (principal, teacher, school nurse or counselor, etc.) or other mandated reporter 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.**
- **If your child has a medical/health plan or need that our staff should be aware of, please communicate with the site director and email the DKK office. If your child requires medication to be stored on site (i.e.: epi-pen, inhaler, etc.), please inquire as to the paperwork and protocol required by DKK.**

STUDENT PERSONAL DEVICE/TECHNOLOGY

- Students **should not** access personal devices (cell phones, tablets, smart watches, etc.) during DKK. 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 your student requires use of a **personal device to complete his/her homework**, please request a DKK technology use agreement. You may request this contract be sent electronically or request a paper copy from your site director.
- If a student is using a personal device during DKK without permission from DKK staff and/or without a completed DKK tech contract on file, 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.

MOVIES/PROGRAMS

- Movies (or cartoon/show/program) may be shown at DKK.
- Programs will be G-RATED or TV-Y/Y7.
- Students may opt out of watching the show.
- Parents and/or the student him/herself can make their Site Director aware of their wishes to opt out of ALL screen time.
- Homework completion or reading is always welcome during screen use.

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 after the student has been checked out and 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;**
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.