Before/After Care Program Agreement
2014 - 2015 School Year

The Before and After School Care Programs, hereafter referred to as “the Program”, is operated by Friends of Wilbur, a non-profit corporation. This agreement shall govern the terms and conditions for those enrolled in the Program.

Duration of Agreement
This agreement shall be effective for the period beginning August 11, 2014 and ending June 12, 2015. Such period coincides with the school year.

Eligibility
The program is open solely to students of Wilbur Charter for Enriched Academics.

Before Care
Program operates 7:00 a.m. to 8:01 a.m. each school day.

After Care
Program operates from 2:29 p.m. to 6:00 p.m. each school day. A late pick up fee of $1.00 per minute after 6:00 p.m. will be charged. A child may be terminated from the Program if they are picked up after 6:15 p.m. more than three times a year. On Tuesdays, due to banked time days, the program operates from 1:29 p.m. to 6:00 p.m.

Admissions Policy
Illness: Children will not be admitted to the Program if they are ill, as this poses a risk to both the child and others in the Program; such determination will be made by the program Director. Parent/legal guardian will be contacted to pick up their child if determined to be ill.

Medication: The Program does not administer medications to children.

Termination Policy
Student Behavior: Participation in the program may be terminated for inappropriate student behavior. Any of the following may be grounds for termination: Defiance of authority; disregard for the safety of oneself or others; foul language/gestures; possession or use of drugs, alcohol,
tobacco, weapons or mock weapons, use of derogatory language with respect to race, ethnicity, or origin, and other offenses that are in violation of LAUSD/Wilbur Charter for Enriched Academics policy.

Parental Conduct/Cooperation
Participation in the program may be terminated if parent(s) displays similar inappropriate behaviors, use threatening language or behavior toward staff, or fail to follow sign-in and sign-out procedure.

Waiting List / Priority for Enrollment
There is generally a waiting list for the Program. The Program is intended primarily for the benefit of families with two working parents or single working parent. Accordingly, children of such families will be given the highest priority. The next priority will be given to those requesting the greatest number of day’s attendance per week. Within each group, those already in the Program will be placed higher on the list than new applicants.

Tuition
Tuition is $5.00 per day for Before Care and $15.00 per day for After Care. Parents will pay monthly based on the number of days their child is enrolled in the Program, irrespective of the actual number of days attended. Payment is due at the beginning of each month. A $15.00 fee will be charged for late payments or returned checks.

TUITION IS DUE BEFORE THE START OF EACH MONTH. PARENTS MAY NOT SIGN IN CHILDREN FOR WHOM TUITION IS UNPAID.

Make check payable to:

Friends of Wilbur
C/O Streitfeld Accounting
16747 Magnolia Blvd.
Encino, CA 91436
SIGN IN / SIGN OUT PROCEDURES FOR BEFORE CARE
The Program must maintain a sign-in sheet for all participants. Children must be signed in/out by their parent or other authorized person each day. Children must be signed in with a full legal signature. The person who brings the child to and removes the child from the Program shall sign the child in or out. A person who removes a child from the Program during the day and returns the child to the Program the same day shall sign the child in/out. Program staff shall sign in a child who arrives on his/her own. Those wishing to have someone other than a parent/guardian pick up a child must sign and complete the appropriate consent form.

WHEN REGULAR CLASS SESSIONS BEGIN: KINDERGARTEN CHILDREN WILL BE TAKEN TO THE KINDERGARTEN PLAY YARD TO JOIN THEIR RESPECTIVE CLASSES. GRADES 1 THROUGH 5 WILL BE SIGNED OUT TO MEET THEIR CLASSES ON THE MAIN PLAY YARD ON THEIR OWN.

SIGN OUT PROCEDURES FOR AFTER CARE
The Program must maintain a sign-out sheet for all participants. Children must be signed out by their parent or other authorized person each day. Children must be signed out with a full legal signature. A person who removes a child from the Program during aftercare wishing to have someone other than a parent/guardian pick up a child must sign and complete the appropriate consent form.

Facilities
The Parent Center is utilized to house the Program for indoor activities. Outdoor activities will be conducted on the Kindergarten playground. Restrooms adjacent to room 18 will be utilized.

Snack Provided
Before Care: No snacks will be provided; however, children are welcome to bring their own breakfast.

After Care: A snack is provided each day to children in the Program. The snack is provided as part of the daily tuition at no additional charge. The snack menu is posted monthly on the bulletin board in the Parent Center. Contact the Program Director if alternate arrangements need to be made for daily snack.
Staff
Within 30 days of employment, all employees of the program must take and pass health screening and receive fingerprint clearance from the Department of Justice.

All employees will have a minimum of 12 units of child development classes taken at an accredited learning institution.

Program Philosophy & Goals
The mission of the Program is to provide children with a safe and nurturing environment with quality care. The Program provides an environment where children can participate in intellectual, creative, social and recreational activities that are developmentally and linguistically appropriate and culturally relevant. Program activities support and enhance the elementary school program and are designed to meet the individual needs of each child. Program staff works in cooperation with parents to achieve program goals and objectives. Children are served without regard to race, sex, religion, ethnicity or physical/intellectual handicap. No program is used for religious instruction or worship.

Number of Students/Staff
There shall always be at least one adult employee for every fourteen students present at any one time. The staff will be comprised of one teacher and aides.

Discipline Policy
Corporal punishment, infliction of bodily pain, deprivation of essentials, verbal abuse or any type of degradation or humiliating punishment is prohibited. Instructive discipline will be used to enforce Program rules and increase participation. Staff will explain the reason for rules where appropriate/practical, as this is helpful in improving adherence. Discipline must be regarded as a learning process by which staff helps the child to have the experience they need, so that they can live in reasonable conformity with accepted standards of social behavior. Focus is placed on helping the child acquire self-control skills. This follows the discipline policy of LAUSD/Wilbur Charter, and all children attending Before/After Care, and their parents, must adhere to these rules.
Compliance with ADA
The Program will comply with The Americans with Disabilities Act (ADA). It prohibits childcare providers and centers regardless of size from automatically denying a child admission or continued care based solely on his/her disability. Any disabled child that wishes to attend the program will have their needs and conditions evaluated. Disabled children will be permitted equal, non-segregated inclusion in the Program, to the extent appropriate to the child's needs. The Program may only refuse admission to a Disabled child under limited circumstances as specified in the ADA.

Arbitration
Agreement to Arbitrate
a. If a dispute arises between the parties as to any of the terms and conditions of this agreement, or a breach thereof, the parties agree to designate a retired Judge as a Mediator through either ADR or JAMS, the cost to be split equally between the parties. If the matter cannot be resolved by mediation, then the parties agreed to appoint a retired Judge to conduct an arbitration which shall be binding upon all parties as to all issues, with the costs and fees, including attorney fees, to be determined by the arbitrator.

b. For the purposes of this agreement to arbitrate, references to FOW include all subsidiary and related entities/representatives and their Contractors, supervisors, officers, directors, owners, agents, benefit plans, benefit plan sponsors, fiduciaries, administrators, affiliates; and all successors and assigns of any of them, and this agreement to arbitrate shall apply to them to the extent Contractor's claims arise out of or relate to their actions on behalf of FOW.

c. In consideration for and as a material condition of this agreement, you agree that final and binding arbitration is the exclusive means for resolving the claims outlined in this Agreement. This Agreement is a waiver of all rights you may have to a civil court action on any dispute outlined by this Agreement. Accordingly, only an arbitrator, not a judge or jury, will decide the dispute, although the arbitrator has the authority to award any type of relief that could otherwise be awarded by a judge or jury.
Hold Harmless Agreement

LOS ANGELES UNIFIED SCHOOL DISTRICT/FRIENDS OF WILBUR/WILBUR CHARTER FOR ENRICHED ACADEMICS

Legal Notification/Hold Harmless Agreement

THOSE STUDENTS WHO DO NOT HAVE A SIGNED HOLD HARMLESS AGREEMENT ON FILE MAY BE EXCLUDED FROM THE PROGRAM.

I, THE UNDERSIGNED, HEREBY RELEASE AND DISCHARGE FRIENDS OF WILBUR, THE LOS ANGELES UNIFIED SCHOOL DISTRICT, WILBUR CHARTER FOR ENRICHED ACADEMICS, AND EACH OF THEIR OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREIN COLLECTIVELY REFERRED TO AS “DISTRICT” and “FRIENDS OF WILBUR”) FROM ALL LIABILITY ARISING OUT OF OR IN CONJUNCTION WITH THE PROGRAM. I ALSO UNDERSTAND THAT THE DISTRICT PROVIDES NO ACCIDENT OR MEDICAL COVERAGE FOR STUDENTS. FOR THE PURPOSES OF THIS AGREEMENT, LIABILITY MEANS ALL CLAIMS, DEMANDS, LOSSES, CAUSES OF ACTION, SUITS OR JUDGMENTS OF ANY AND EVERY KIND THAT I OR MY CHILD, MY HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNEES MAY HAVE AGAINST THE DISTRICT OR FRIENDS OF WILBUR, OR THAT ANY OTHER PERSON OR ENTITY MAY HAVE AGAINST THE DISTRICT OR FRIENDS OF WILBUR BECAUSE OF ANY DEATH, PERSONAL INJURY OR ILLNESS, OR BECAUSE OF ANY LOSS OR DAMAGE TO PROPERTY THAT RESULTS FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OF THE DISTRICT OR FRIENDS OF WILBUR.
Before/After School Care Program Agreement
2014 - 2015 School Year

I have read and agree to the terms of this agreement in its entirety:

________________________________________________________________
Name (Print)
________________________________________________________________
Signature
________________________________________________________________
Home Telephone Number
________________________________________________________________
Alternate Telephone Number
________________________________________________________________
Home Address – Street
________________________________________________________________
Home Address – City, State, ZIP
________________________________________________________________
Name of Employer (If Applicable)
________________________________________________________________
Telephone No. of Employer (If Applicable)

Please Circle Days Attending

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Name of Child 1 (Print)

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Name of Child 2 (Print)
Before/After School Care Program Agreement
2014 - 2015 School Year

CONSENT FOR PERSON OTHER THAN PARENT/GUARDIAN
TO PICK UP CHILD

I, the parent/legal guardian of ___________________________, authorize the following person(s) to pick up my child from the Friends of Wilbur Before and After School Care Program on a regular basis.

____________________________________________________________________
Name (please print)

____________________________________________________________________
Relationship

____________________________________________________________________
Name (please print)

____________________________________________________________________
Relationship

____________________________________________________________________
Name (please print)

____________________________________________________________________
Relationship

The individual(s) listed above may remove the child at any time while in the Program without requiring verbal or additional written consent of the parent/guardian.

____________________________________________________________________
Name of Parent/Guardian (print)

____________________________________________________________________
Signature of Parent/Guardian                     Date

Post Office Box 570355 – Tarzana, California 91357 – www.friendsofwilbur.com