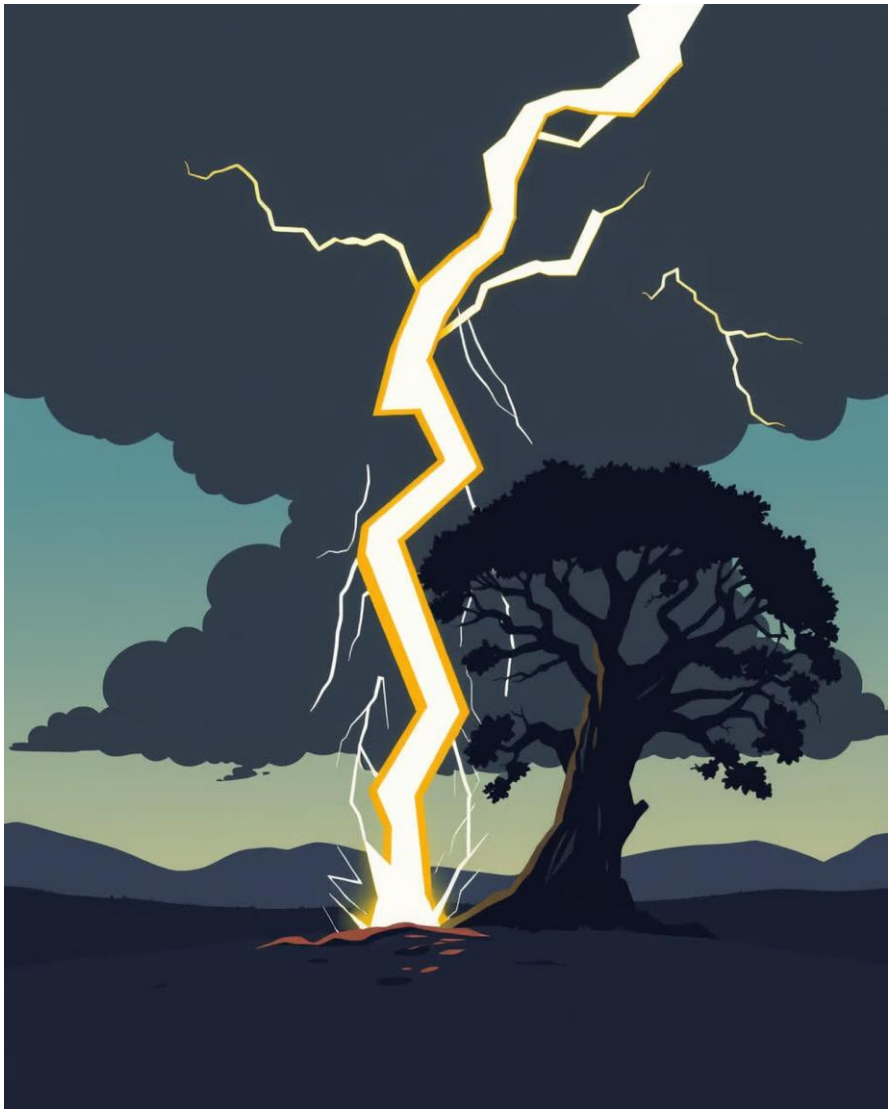

THE LIGHTNING TREE

Struck, and still growing.

FAMILY BOOKLET AND ADMISSION AGREEMENT

_____

_____

_____ . _____

In formation. This centre is not yet licensed and is not enrolling.
No child may be cared for here until a licence has been issued.

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1. ABOUT US

A CONVICTION

Rickey Hayes is a business professional - a tax practitioner, a United States Marine Corps veteran, and someone who has built more than one company from nothing. He has also been knocked down, publicly and expensively, and got up again.

There are trees that have been struck by lightning and are still standing, still in leaf, decades later. The scar runs the whole length of the trunk and the tree simply kept growing around it.

We named this school for that, deliberately. Children are going to fail at things here - a tower will fall, a friendship will go wrong, a letter will not come out right. What we teach is not how to avoid that. It is that you are still standing afterwards, and you grow on from where you are.

2. BASIC SERVICES

The basic services provided by the Centre, and covered by the basic rate, are:

- Care and supervision of your child during the agreed hours.
- An age-appropriate early education programme, play-based, with a learning path suited to the individual child.
- Meals and snacks, planned by age group and following the nutritional guidance of the State of California.
- Daily indoor and outdoor activity, including use of the outdoor play area.
- Rest and quiet time appropriate to the child's age.
- Daily inspection for illness on arrival, and observation throughout the day.
- Communication with parents about the child's day, development and any concern.

Ages served and hours of operation

- Ages: three years of age until entry to first grade.
- Days and hours: Monday to Friday, 7:00 AM to 6:00 PM.
- The Centre is closed on its observed holidays and on staff development days. A calendar is issued each year.

3. OPTIONAL SERVICES

The Centre offers NO optional services beyond the basic services described in section 2. Accordingly there are no optional services rates.

Field trips form part of the basic programme. Where a trip carries an additional cost, that cost is notified in advance and participation is by signed permission slip. Assistance may be available to families who need it.

4. RATES

Full time means thirty or more hours per week. Part time means fewer than thirty hours per week. Enrolment type is set by the number of days attended; the rate is set by the number of hours.

Basic rate	Preschool	School age
Full time - weekly (30+ hours)	$425	$345
Full time - daily (6+ hours in a day)	$125	$95
Part time - weekly (under 30 hours)	$325	$225
Part time - hourly (within the agreed schedule)	$40	$35
Private-pay hourly (outside the agreed schedule)	$45	$40
Special needs rate, per day	$100	$100

The rates above are the Centre's private-pay rates. Where a child's care is funded by a subsidised programme, the rate is the rate set by that programme.

Fees

Fee	Amount	When it applies
Registration	$100	Non-refundable. Due in advance of enrolment.
Late payment	$25	Applied once tuition becomes overdue.
Late collection	$1 per minute	For any time after the agreed collection time.

I have read and understood the basic rate and the fees. **Parent initials:** _____

5. PAYMENT PROVISIONS

Who pays

The payor under this Agreement is _____

[ ] The parent or authorised representative named in section 13, in full.

[ ] A subsidised payment programme, together with a parent co-payment.

Name of programme _____

When, and how often

Tuition is payable IN ADVANCE. It is due on FRIDAY before 6:00 PM for the following week of care. Payment frequency is weekly unless another frequency is recorded in section 13.

A billing statement shows the amount due and the due date. A receipt is issued on payment. Tuition is based on the hours of care agreed, not the hours actually attended.

Subsidised payment programmes

Where the Centre has not received reimbursement from a subsidised programme by the 10th of the month, the parent becomes responsible for all fees and tuition due, payable by the last Friday of that month. Parent co-payments are due every Friday before 6:00 PM.

I understand who pays, when payment is due, and how often. **Parent initials:** _____

6. CHANGES TO RATES AND TO THIS AGREEMENT

The Centre will give the parent or authorised representative AT LEAST THIRTY CALENDAR DAYS' PRIOR WRITTEN NOTICE of any change to the basic rate.

Where a child's care is funded at a government-prescribed rate, the effective date of a government rate change is the effective date of the basic service rate modification, and no prior notice is necessary.

Any other modification to this Agreement is made whenever the circumstances it covers change, and is dated and signed by both parties.

7. REFUND CONDITIONS

- The registration fee is non-refundable.
- Tuition already paid is not refunded, and there is no reduction for absence of any kind, including illness, holiday or vacation, nor for days the Centre is closed for its own observed holidays, staff days or early closing.
- During the two-week probationary period, if the Centre ends this Agreement, any unused prepaid fees are refunded within five business days, up to one week of fees.

- On termination by either party with proper notice, any prepaid fees for care beyond the termination date are refunded within five business days.
- This Agreement terminates automatically on the death of the child. No liability or debt accrues after that date, and prepaid fees are refunded in full.

8. RIGHTS OF THE DEPARTMENT

The parent is aware that the STATE OF CALIFORNIA LICENSING AGENCY has the authority to interview children and staff, and to inspect and audit child and facility records, without prior consent. The licensee shall make provision for private interviews with any child or staff member, and for the examination of all records relating to the operation of the facility. The licensing agency has the authority to observe the physical condition of children, including any condition which may indicate abuse, neglect or inappropriate placement.

9. TERMINATION

The probationary period

The first two weeks of attendance are a probationary period, during which the Centre may end this Agreement without prior notice.

Withdrawal by the parent

After the probationary period, two weeks' written notice is required for each child enrolled, including for an extended absence. Where notice is not given, the two weeks remain payable.

Termination by the Centre

After the probationary period the Centre may end this Agreement on two weeks' written notice where:

1. the parent or authorised representative has not worked with the Centre on the child's behavioural or developmental needs;
2. fees have not been paid; or
3. the placement is not consistent with the Centre's policies.

This Agreement also terminates automatically on the death of the child.

10. ADMISSION

Before a place is confirmed the Centre conducts one or more personal interviews with the parent or authorised representative. The purpose is to understand the state of the child's health and physical and emotional development, to assess whether the Centre can meet the child's needs, and to give the parent full information about the Centre's policies, activities, services, hours, fees and procedures.

At enrolment the Centre requires the completed forms in this booklet, the child's immunisation record, the child's medical assessment, and emergency contact details for every person authorised to collect the child.

This Agreement is signed and dated by both parties NO LATER THAN SEVEN CALENDAR DAYS following admission. The Centre keeps the original and gives a photocopy to the parent or authorised representative.

11. ARRIVAL, COLLECTION AND ILLNESS

Signing in and out

A child is not accepted into care or released from care without being signed in and signed out by hand, on the form held at the entrance. A child is released only to a parent, guardian or other person named in writing on the child's file.

Daily inspection for illness

Each child is observed on arrival for signs of illness. Where a child shows signs of illness they will not be accepted into care that day.

If a child becomes ill or is injured during the day

A child who becomes ill during the day is kept comfortable, apart from the other children and within sight and hearing of a member of staff, and the parent is telephoned immediately and asked to collect the child. In an emergency the Centre calls emergency services first and the parent immediately afterwards. Minor injuries are treated by a member of staff holding a current paediatric first aid and CPR certificate, and are recorded and reported to the parent the same day.

12. YOUR RIGHTS

As a parent or authorised representative you have the right to:

4. Enter and inspect the child care center without advance notice whenever children are in care.
5. File a complaint against the licensee with the licensing office and review the licensee's public file kept by the licensing office.
6. Review, at the child care center, reports of licensing visits and substantiated complaints against the licensee made during the last three years.
7. Complain to the licensing office and inspect the child care center without discrimination or retaliation against you or your child.
8. Request in writing that a parent not be allowed to visit your child or take your child from the child care center, provided you have shown a certified copy of a court order.
9. Receive from the licensee the name, address and telephone number of the local licensing office.

Licensing Office Name	**Oakland Child Care Regional Office**
Licensing Office Address	1515 Clay Street, Suite 1102, Oakland, CA 94612
Licensing Office Telephone	(510) 622-2602

10. Be informed by the licensee, upon request, of the name and type of association to the child care center for any adult who has been granted a criminal record exemption, and that the name may also be obtained from the local licensing office.
11. Receive from the licensee the Caregiver Background Check Process form, LIC 995E.

NOTE: CALIFORNIA STATE LAW PROVIDES THAT THE LICENSEE MAY DENY ACCESS TO THE CHILD CARE CENTER TO A PARENT OR AUTHORISED REPRESENTATIVE IF THE BEHAVIOUR OF THAT PERSON POSES A RISK TO CHILDREN IN CARE.

The PUB 393 Child Care Center Notification of Parents' Rights poster is displayed in a prominent, publicly accessible area of the Centre at all times. The official LIC 995 and the LIC 995E Caregiver Background Check Process form are given to you separately. This section reproduces their content for your information.

13. YOUR DETAILS AND AGREEMENT

Parent / Guardian name _____

Child's name _____

Child's date of birth _____ Date of enrolment _____

Home address _____

City _____ State _____ ZIP _____

Home phone _____ Mobile _____

Start date _____ End date _____

Enrolment type: [ ] Full time [ ] Part time

Days: [ ] Mon [ ] Tue [ ] Wed [ ] Thu [ ] Fri

Hours of care _____ Basic rate $_____ per _____

Payment frequency: [ ] Weekly [ ] Bi-weekly [ ] Monthly

Payor _____

I have received, read and agree to this Family Booklet and Admission Agreement and to the Centre's policies and procedures. I confirm I have received the Notification of Parents' Rights (LIC 995) and the Caregiver Background Check Process form (LIC 995E), and a photocopy of this signed Agreement.

Parent / Guardian signature _____ Date _____

Licensee or designee signature _____ Date _____