



## Happa Baby Daycare Enrollment Agreement

Thank you for choosing Happa Baby Daycare to be your family's childcare service provider. The following contract must be fully completed and signed before care can begin. Please read this contract and the materials included in the enrollment packet thoroughly and discuss concerns with us before signing.

For your record, a copy of the signed contract will be provided to you.

### TERM OF AGREEMENT

The term of this Agreement is **twelve (12)** months from the effective date of this Agreement. This Agreement shall automatically renew on the expiration date until either party is notified in writing otherwise or a new agreement is offered by HBD.

#### Provider:

Provider's Name: Happa Baby Daycare

Main Number: 510-616-1465

License# 013423704 & 013423619

Email: info@happababydaycare.com

Address: 1549 Ashby Ave, Berkeley, CA 94703

#### Hours of operation:

Our regular operating hours are from 8:00am to 5:00pm Monday to Friday.

#### Parent(s)/Legal guardian(s):

Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Home address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Home address: \_\_\_\_\_



# Happa Baby Daycare Enrollment Agreement

## Enrollment procedures

In order to secure enrollment at Happa Baby Daycare, the following is due at signing: One-month tuition deposit (for each child enrolling), \$50.00 non-refundable registration fee (one time per family). The tuition deposit for initial enrollment will be used in lieu of tuition during the child's last month of attendance.

The first week of a child's enrollment is a trial period for both the parents and the daycare. During the one-week trial, the parent or the provider can terminate the childcare agreement without reason or notice as listed below in the termination of childcare agreement. You will be responsible for payment for the days your child attended during the trial period. The duration of this contract is **twelve (12)** months. Once the initial **twelve** months have passed, a 30-day notice in advance is required before withdrawal.

## Termination of childcare agreement

Once the trial period is over, if you choose to withdraw your child from Happa Baby Daycare for any reason, you shall remain liable for the full tuition amount for the remainder of the contract regardless of whether your child attends or not. In addition, the deposit will be forfeited and retained by HBD. However, HBD shall use its best efforts to fill the classroom space vacated by your child with a suitable replacement, in which case, a proportionate amount of the tuition (less the tuition deposit) will be refunded to you. You are encouraged to give as much notice to us in advance as possible to increase your chance of getting a replacement refund. If, during the contract period, a child is withdrawn from enrollment at the request of HBD, the tuition due will be calculated on a pro rata basis.

HBD reserves the right to terminate a contract with a family at any time. A two-week termination notice will be given for which full tuition is due, whether or not the child is in attendance. Reasons for such termination can include but not limited to the following:

- Late payment for more than a month or repeated late payments.
- Failure to cooperate with the terms and agreements of the Parents Handbook, the Health and Safety Policies Around COVID19 and this Agreement.
- Parent's request for special behavioral or educational services for their child, at the exclusion of other children in the program, that cannot be reasonably delivered by our staff and curriculum in the opinion of HBD management.
- Child's and or parent's repeated incidents of physical or verbal inappropriate behavior towards staff and/or others.



## **Happa Baby Daycare Enrollment Agreement**

The provider reserves the right to give written notice of immediate termination where extreme circumstances that affect the well-being and safety of the staff and or other children in attendance. In the event that your care is terminated immediately, NO REFUNDS will be given. Just causes for an immediate termination are determined solely at HBD's discretion and may include:

- Parents/guardians physically, verbally, or expressing themselves in a perceived threatening, discriminating or intimidating behavior to staff, children, or other parents.
- Perceived dangerous behavior by a parent or child to others or self.
- Severe physical damage to property

### **Placement for returning children and siblings**

Families who wish to return to or enroll their siblings in HBD should register with us as early as possible. They will be given first priority whenever a spot opens up throughout the year.

### **Documents included in the enrollment packet**

Please complete and return the following forms before your child's start date unless noted otherwise:

- Emergency Information Card
- Emergency Medical Consent Form
- Authorization to Administer Medication Form
- Child Drop-off and Pick-up Authorization
- Authorization to Transport (*vehicle or walking field trips*)
- Immunization Record (*may be submitted within 30 days after enrollment*)
- Physician Report (*to be completed by physician- may be submitted within 90 days after enrollment*)
- Information for Children
- Enrollment Agreement
- Parents Handbook
- Yearly Holiday Schedule
- Notification of Parents Rights
- Notification of Personal Rights



# Happa Baby Daycare

## Enrollment Agreement

### Rates and hours of care needed PER CHILD:

1<sup>st</sup> Child: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_

Expected Start Date: \_\_\_\_\_

*Provider chooses and completes the following:*

\$\_\_\_\_\_/per month \$\_\_\_\_\_/per week \$\_\_\_\_\_/per day

*Parent/Guardian completes the following:*

<u>TIMES</u>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Drop Off							
Pick Up							

2<sup>nd</sup> Child \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_

Expected Start Date: \_\_\_\_\_

*Provider chooses and completes the following:*

*Sibling discount applied:* \_\_\_\_\_

\$\_\_\_\_\_/per month \$\_\_\_\_\_/per week \$\_\_\_\_\_/per day

*Parent/Guardian completes the following:*

<u>TIMES</u>	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Drop Off							
Pick Up							



# Happa Baby Daycare Enrollment Agreement

## **Payment policy**

Tuition is due in full on the first day of each month and is non-refundable. Tuitions are billed and payments are collected automatically each month through our online management portal. There will be a late fee of \$50 on all balances not received by the 5th of each month, if the 5th of the month falls on a weekend, the payment is considered late on the next business day.

Returned check fees are \$35 per transaction. Our monthly tuitions are fixed and include the holidays and vacation breaks listed in the Yearly Holiday Schedule provided by HBD. There will be no tuition refund for vacation, sick or personal days taken by your family.

Fees for any additional services will be added to the next month's billing.

## **Sibling discount**

A 5% tuition reduction is offered for each additional child attending HBD full-time (applied to youngest child's tuition). The discount is valid so long as both siblings are still in our care full time.

## **Tuition payment policy due to mandated shut-down**

In the event that our daycare is ordered to be shut down by the CA State, Alameda County or the City of Berkeley due to COVID 19 or other diseases, HBD will stop the billing for all families for the next billing cycle. For example, if the shutdown was made effective on the 15<sup>th</sup> of September, we would stop billing for October but tuition for September would not be refunded. HBD would greatly appreciate voluntary contributions in any amount to help support us but payments are not required during mandatory shutdowns. However, if we need to close temporarily due to an exposure to a known infectious disease, we will refund the tuition only for the days that we are not able to provide service.

## **Deposit**

The tuition deposit and one-time registration fee are non-refundable and non-transferable, even if you withdraw your child from Happa Baby Daycare prior to the start of the program for which your child has been enrolled. Families will be offered a new contract 60 days prior to the expiration date of their existing contract which needs to be signed and returned within 30 days in order to guarantee their spot. All deposits will then be rolled over to the new contract.

## **Delinquent accounts**

If a child's account has been unpaid for more than 30 days, the child may not be permitted to attend daycare. The child's return will be conditional on payment of past due amounts and the continued availability of a space in the classroom, which HBD does not guarantee.



## Happa Baby Daycare Enrollment Agreement

### Arbitration of disputes

The School and Parent(s)/Guardian(s) agree that any dispute or claim in law or equity arising between them out of this Agreement or any other transaction or incident shall be decided by neutral binding arbitration. The arbitrator shall be a retired judge or justice, or any attorney with at least 5 years of experience as an arbitrator. The parties shall have the right to discovery in accordance with California Code of Civil Procedure section 1283.05. In all other respects the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgement upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from the agreement for arbitration of disputes are specified in paragraph entitled 'EXCLUSIONS FROM ARBITRATION DISPUTES'.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

HBD's Initials \_\_\_\_\_ Parent(s')/Guardian(s') Initials \_\_\_\_\_

### Exclusions from arbitration disputes

The preceding 'ARBITRATION OF DISPUTES' provision does not apply to any matter that is within the jurisdiction of a probate court, small claims court (as set forth in California Code of Civil Procedure section 116.110 *et seq.*), or bankruptcy court.



# Happa Baby Daycare Enrollment Agreement

## Rights of the licensing agency

Department of Social Services/Community Care Licensing (DSS/CCL) requires that parents are informed of the rights reserved under Title 22 by DSS/CCL to interview and examine children without parental notification.

## Notice of non-discrimination

Discrimination is prohibited in Happa Baby Daycare. We will not discriminate on the basis of race, color, sex, sexual orientation, handicap or national origin or ancestry in accepting children or when hiring employees.

## Mandatory report disclosure

Please be aware that I am a mandatory reporter of child abuse and neglect. This means that if a child in my care has been abused or neglected, or that child has been threatened with abuse, HBD will immediately inform the county social or human services department and/or local law enforcement.

\*\*\*\*\*

By signing, you hereby acknowledge that you have entered into a legally binding contract. You also acknowledge that you have received and agree to abide by the policies and procedures outlined. HBD may amend the contract by giving you a copy of the new or changed policies at least one weeks before any changes go into effect.

Parent/ Guardian’s signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/ Guardian’s signature: \_\_\_\_\_

Date: \_\_\_\_\_

Acceptance on behalf of Happa Baby Daycare

Authorized signature: \_\_\_\_\_

Date: \_\_\_\_\_