



OF OAK POINT  
LOCATED AT 301 SHAHAN PRAIRIE RD, OAK POINT, TX 75068

THIS SCHOOL IS INDEPENDENTLY OWNED AND OPERATED BY CL OAK POINT OPERATIONS LLC

## TUITION AND ENROLLMENT AGREEMENT

This Children's Lighthouse School provides safe, high-quality, and nurturing educational care for children aged 6 weeks through 12 years. This School is independently owned and operated, and neither Children's Lighthouse Franchise Company nor any other Children's Lighthouse school is responsible for the actions or obligations of this School or its owners, employees, independent contractors, or agents. This Agreement is being entered into by us and the undersigned parent or guardian ("you").

### OPERATIONAL SCHEDULE:

Our hours of operation are from 6:30 a.m. – 6:30 p.m. We operate year-round, except we are closed for certain holidays, staff training days, inclement weather, and unforeseen events ("School Closures"). A list of our School Closures is attached to this Agreement. We will attempt to stay open during inclement weather; however, we will make announcements of School closings, late openings, or early dismissals through email and emergency text alerts. **No adjustments or credits will be issued for School Closures or closings identified above.**

### REGISTRATION, TUITION, AND FEES:

- **No Cash:** For the safety of our employees and the children in our care, this School does not accept cash. Please see your Center Director for payment options available at the center.
- **Registration Fee:** Our registration fee of \$\_\_\_\_\_ is non-refundable and is due when your child's application is submitted. If you withdraw your child from our School and then decide to *return*, a new enrollment form and registration fee must be submitted, and an opening must be available.
- **Tuition:** Weekly tuition for the child named below in this Agreement is \$\_\_\_\_\_. Payments are **due in advance** on Monday of each week. We reserve the right to refuse service to families with outstanding account balances at the end of the week. Full tuition is due for holidays and teacher in-service day closings observed by this School.
- **Annual Curriculum Fee:** Our annual curriculum fee of \$\_\_\_\_\_ is due each October and \$\_\_\_\_\_ each April for the next school year. Depending on the age of your child, the actual amount may be different from one year to the next. If you withdraw your child before the start of our Fall Academic Year, a cancellation fee of \$50.00 per child will be deducted from any curriculum fees we elect to refund.
- **Sibling Discount:** We offer a 5% discount for each additional full-time child enrolled in our program for the same family. The discount applies to the tuition fee for the oldest child. One discount per family at a time. No additional discounts will be applied to accounts that already receive a sibling discount.
- **Late Payment Fee:** A \$25.00 fee will be charged for late payments each day if payment is not received by close of business Tuesday.
- **Delinquent Accounts:** We reserve the right to refuse service for families who have an outstanding account balance that is more than 3 business days past the tuition due date described above. Delinquent accounts and all costs incurred in the collection process will be referred to a collection agency.
- **Non-sufficient Funds ("NSF"):** An NSF fee of \$30.00 will be added to your account when we are notified of NSF for either check

or electronic withdrawal. The amount of the original payment and the NSF fee MUST be paid with a money order or cashier's check immediately upon notification of the NSF. If we receive more than two NSF notifications, your account will be placed on a money order-only basis.

- **Late Pick-up Fee:** You will be assessed a late pick-up fee of \$35.00 for the first five minutes you have not picked up your child past our closing time. You will then be charged an additional \$1.00 per minute/per child for each minute accrued after.

**Withdrawal Notification:** If you choose to withdraw your child from our School for any reason, you must provide a 2-week notice by emailing oakpoint@childrenslighthouse.com. Failure to do so will require you to pay an amount equal to 2 weeks of tuition (absentee credits cannot be applied). To re-register your child(ren), please submit a new enrollment form along with the registration fee, subject to availability.

### REFUND POLICY:

- We refund the tuition amounts that are paid in advance but are not used.
- Other payments are refunded as otherwise stated in this Agreement.
- Refunds may take up to 30 days to process.

### ADDITIONAL EXPENSES FOR SCHOOL-AGE CHILDREN:

- There is an additional **\$20.00** daily fee for school-age children when their public school is out for holidays or teacher in-service days.
- When enrolled in our school-age programs and your child's public school is out for an entire week during the school year, the FULL-TIME rate of **\$235.00** will be charged for the time your child attends this School. If your child does not attend this School during such week, then the account will be charged according to their weekly tuition rate.
- A **\$25.00** non-notification of pick-up fee will be assessed to your account each time you fail to notify us that your child will not be riding the bus. Notification that the bus service is not needed for pick-up from a public school must be provided to us by 1:30 p.m. on the day the service is not required.

### ABSENTEE CREDIT:

- Absentee credit applies to **full-time enrollment only (school-aged children excluded)**.
- Absentee credit does not apply to infants (0-12 months old).
- Absentee credit is calculated on tuition only. No additional credits or discounts, such as family or promotional discounts, are included in the calculation of the absentee credit. Only **one** discount or credit will be applied at a time.
- To use absentee credits, you must complete and return to us our School's absentee credit request form (or email oakpoint@childrenslighthouse.com), and the discounted tuition must be paid in advance of missed days.
- Absentee credit is available for up to 5 weeks via your enrollment date. Absentee credit means that you will pay 60% of your child's regular tuition for days your child does not attend the school if your child misses three or more days in the same week because of illness, an unforeseen problem, or pre-approved absentee credit.



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- **School Closures and public-school holidays and teacher-in-service days are not considered when calculating the 3-day absentee credit period described above.**

#### CONDITIONS UNDER WHICH THIS AGREEMENT CAN BE CHANGED OR TERMINATED

- This School has the right to change its fees and/or policies in its discretion and is only obligated to provide you with a two-week notice of such changes.
- **We reserve the right to immediately deny services and/or terminate this Agreement** due to an aggressive and/or unsafe behavior demonstrated by you or your child. The definition of "aggressive and/or unsafe behavior" will be determined by us in our sole discretion.

#### ASSUMPTION OF RISK ACKNOWLEDGMENTS AND AGREEMENTS

I understand and acknowledge the following on behalf of my child, myself, and my family:

- Children playing together and spending time together in classrooms creates an atmosphere in which any contagious disease (flu, COVID-19, etc.) may spread easily, even when all CDC and other federal, state, or local health and safety requirements and guidelines are followed.
- The CDC and other federal, state, and local health and safety requirements and guidelines related to COVID-19 and possibly other contagious diseases may continue to change, which means that this School's related policies and protocols may also change. If such changes occur, I will comply with the School's new policies and protocols as communicated to me.
- The risk of becoming exposed to or infected by any contagious disease may result from the actions, omissions, or negligence of myself and others, including but not limited to other children, parents, vendors, School employees, volunteers, or visitors.
- **By enrolling my child in this School, I am voluntarily assuming the risk on my child's behalf and on behalf of myself and my family that I, my child, my family, and others that I, my child, and my family come in contact with may be exposed to contagious diseases, which may result in personal injury, illness, permanent disability, and/or death.**
- **By signing this Agreement, you are releasing us from all liability or harm which may occur due to your child's exposure to contagious diseases at this School, including harm resulting from this School's negligence, but not from harm that may result from gross negligence, recklessness, or willful misconduct.**

#### OTHER ACKNOWLEDGMENTS AND AGREEMENTS

- I understand that it is my responsibility to keep this School advised of changes of addresses, phone numbers, and authorized pick-up information.
- I will comply with all policies and procedures outlined in this Agreement.

- I acknowledge that I have received the Children's Lighthouse Parent Handbook for this School, and by signing below, I agree that I have read such handbook and I will comply with all policies contained therein.

- This Agreement is governed by the laws of the state of Texas, without regard to its conflict of law principles.

- No right or obligation under this Agreement will be deemed waived due to delay or failure to exercise such right or undertake such obligation. Consent to one act will not be considered consent to any other or subsequent acts. Any waiver of a default of this Agreement must be in writing by us and will not be deemed a waiver of any other default concerning the same or any other provision of this Agreement.

I have read this Agreement and fully understand its contents.

My signature below represents that I have the full authority to bind myself, my spouse, my child, and any other parent, stepparent, guardian, agent, attorney, or representative of the child named below to the terms of this Agreement.

\_\_\_\_\_  
PARENT / GUARDIAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHILD'S NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED BY ABOVE-SIGNED SCHOOL DIRECTOR

\_\_\_\_\_  
DATE



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### SCHOOL-SPECIFIC INFORMATION

#### School Closures:

Our School is closed on the following holidays: **New Year's Day, Martin Luther King Jr. Day, President's Day (Teacher In-service), Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day (Teacher In-service), Thanksgiving Day, Black Friday, Christmas Eve, Christmas Day, and New Year's Eve.** If the holiday falls on a Saturday, we will be closed on the Friday before for the observance of the holiday. If the holiday is on a Sunday, we will be closed on the following Monday to observe the holiday.

\*Christmas Eve and Christmas will always be celebrated as a 2-day holiday if one of those holidays falls on a Friday or a Monday. New Year's Eve and New Year's Day will be observed as a 2-day holiday if either of these holidays falls on a Friday or a Monday.

#### Immunizations:

The information contained in the following link provides the requirements for immunization and testing of certain contagious diseases in Texas. <https://www.dshs.texas.gov>

#### Hearing and Vision Requirements:

Children four years of age or older, who are enrolled in any facility for the first time, should be screened for vision and hearing within 120 calendar days after enrollment.

#### Alternate Emergency Location:

In the event of an emergency, the alternate location below is considered to be a safe place that is not at the school:

Oak Point Elementary  
401 Shahan Prairie Road  
Oak Point, TX 75068  
972-947-9455

#### Parent Communication:

We use the following methods to communicate information about events and activities: postings in the classrooms, the school activity board, the front lobby, Facebook, parent calendars, emails, and parent handouts.

#### State Minimum Standards:

We will make available to you upon your request a copy of the minimum standards for the operation of childcare centers in the state of Texas, or you may view the standards at <https://www.hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/protective-services/ccl/min-standards/chapter-746-centers.pdf>.

The phone number for the regulatory agency for this School is 940-381-3400. Regulatory visit reports for our School are posted on the School Welcome board.

#### Child Abuse Reporting:

Suspected child abuse must be reported to the Child Abuse Hotline for the state of Texas. That number is 1-800-252-5400.

#### ADA Statement:

Child daycare operations are public accommodations under the Americans with Disabilities Act ("ADA"), Title III, and Civil Rights Regulations. If you believe this School is practicing discrimination in violation of Title III, you may call the ADA Information Line at: 800-514-0301 or 800-514-0383 (TTY).

#### Animals:

If any animals are kept at the School, we will post a list of these animals at the front.

#### Water Activities:

The school offers the following water activities: sprinkler play, a water table, and a splash pad.

#### Parent Referrals:

If you refer a family to our center, once they have been enrolled for 30 days, you will receive a free week of tuition for the oldest child.

**\*Must notify management to receive the credit**