

## Children's Lighthouse of Woodforest

#### 2813 Woodforest Parkway N, Montgomery, 77316

# THIS SCHOOL IS INDEPENDENTLY OWNED AND OPERATED BY CLH Woodforest LLC ("WE," "US," OR "OUR")

# **TUITION AND ENROLLMENT AGREEMENT**

This Children's Lighthouse school provides safe, quality, and nurturing educational care for children 6 weeks though 12 years of age. 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 and staff training days ("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 on our school website or social media page and through local news stations, if available. No adjustments or credits will be issued for school closings due to inclement weather, public holidays, teacher in-service and unforeseen circumstances (beyond our control) days.

#### 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 \$\_\_\_\_\_per child / family is non-refundable and is due when your child's application is submitted. If you withdraw your child from our school then decided 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 \$\_\_\_\_\_. A \_\_\_\_\_% discount is applied to your weekly tuition. Payments are <u>due in advance</u> on Monday. We reserve the right to refuse service for families who have an outstanding account balance at the end of the week. Full tuition is due for holidays and teacher inservice day closings observed by this school. Tuition is due even if your child has not attended school for any reason.

Bi- Annual Curriculum Fee:
Infants to 2 years old \$
Pre-K (3 year & 4-year-old) \$
Kindergarten \$
Schoolers: <u>\$</u>
Is due in July and January of each year. Depending on the age o your child, the actual amount may be different from one year to the
next. There will be no refund full (full or partial) of the curriculum fee
if you withdraw your child for any reason in the middle of the academic year.

academic year.
Summer Camp Fees
Room's 4 to 6 <u>\$</u>
Room's 7 & 8 \$
Room's 9 &10 <u>\$</u>
Summer Camp fees are due the first week of Summer.

 Sibling Discount: We offer a 10% discount for each additional fulltime child enrolled in our program for the same family. The discount applies to the oldest child's tuition fee. One discount per family at a time. No additional discounts will be applied to accounts receiving a sibling discount.

- First Responders/Military/Teacher Discount: We offer a 5% discount for our service families. Badge/ID required for discount. One discount per family at a time. No additional discounts will be applied to accounts receiving a sibling discount.
- Convenience Fee: Not more than 3% of the total transaction will be applied to the account if payments are made via credit card.
- Late Payment Fee: A \$35.00 ate payment fee will be charged if payment is not received by close of business Tuesday and a fee of \$10 will be charged per day thereafter.
- 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 \$35.00 will be added to your account when we are notified of NSF for either checks 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 result in the account being placed on a Money Order ONLY basis.
- Late Pick-up Fee: You will be assessed a late pick-up fee of \$1.00
  per minute/per child for each minute you have not picked up your
  child past our closing time. (\$10.00 minimum and charged according
  to our clock.)
- Withdrawal Notification: If you elect to withdraw your child from our school for any reason, you must give us a 2-week notice by completing and giving us this school's notification of withdrawal form. If you do not comply with this requirement, then you must pay us an amount equal to 2 weeks of tuition. Any advance payments or deposits will be applied to any outstanding balance. To re-register your child(ren), a new enrollment form must be submitted with the registration fee if an opening is available.

#### REFUND POLICY:

- Any 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 \$30.00 daily fee for school-age children when their public school is out for holidays or teacher in-service days or due to inclement weather.
- Early Release There is an additional \$15 / day fee for school age children when school is out for early release.
- 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 \$\_\_\_/week 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 our absentee credit policy described below.
- A **\$15.00** non-notification of pick-up fee will be assessed to your account each time you fail notify us that your child will not be riding the bus. Notification that bus service is not needed for pick-up from public school must be provided to us no later than 2:00 pm on the day service is not needed.

# Absentee Credit:

- Absentee credit applies to <u>full-time enrollment only</u>.
- · Absentee credit does not apply to infants (0-24 months old).

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- Absentee credit is calculated on Full Tuition Charge 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 at a time.
- To use absentee credits, you must complete and return to us our school's absentee credit request form, and the discounted tuition must be paid in advance of missed days.
- Absentee credit is available for up to 5 weeks per calendar year (prorated during your first year depending on date of enrollment).
   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 3 or more days in the same week because of illness, an unforeseen problem, or pre-approved absentee credit.
- 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 own discretion and is only obligated to provide you a two-week written 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 classroom's 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 any and 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 set forth 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.

#### No Weapons Policy

Pursuant to Company Policy and State Licensing Standards, weapons
of any kind, to include but not limited to any and all firearms, knives,
swords, crossbows, and Tasers, are NOT permitted or allowed in the
center. See Texas Department of Family & Protective Services
Minimum Standards for Child-Care Centers §746.3707 (a) & (b).

I have read this Agreement, and I fully understand the contents of this Agreement.

My signature below represents that I have the full authority to bind myself, spouse, 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 ADOVE SIGNED SCHOOL DIDECTOR	DATE

Child daycare operations are public accommodations under the Americans with Disabilities Act (ADA), Title III, and Civil Rights Regulations. If you believe that an operation may be practicing discrimination in violation of Title III, you may call the ADA Information Line at: 800-414-0301 or 800-514-0383 (TTY). A copy of Texas licensing standards is available for you to review upon request of management personnel. You can also access a copy of your licensing standards on the website: www.dfps.state.tx.us. Our regulatory agency number is 1540113. Regulatory visit reports for our school are posted in the front area. Suspected child abuse must be reported to the Child Abuse Hotline at 800-252-5400.

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