



5917 La Crosse Ave • Austin, Texas 78739
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Enrollment Agreement

This agreement is between the Circle C Child Development Center, Inc. “The CDC”, and “Parents” the parents or guardians of the “Child”. Enrollment will continue until terminated in accordance with Section “D” of this Agreement. This Agreement becomes effective upon execution and will continue in effect until the earlier of one (1) year from the date of execution or until such time that the Child’s enrollment with The CDC ends.

1. Payment Provisions

- a) The CDC families are required to enroll in Tuition Express at the time of registration. Tuition Express is part of our ProCare Software management system, allowing us to process tuition and fee payments safely, quickly, and efficiently by bank draft or credit card. If paying by credit card, a 3% processing fee will be added. Once enrolled, tuition and fee payments will be paid automatically on the first of the month.
- b) Tuition is **due and payable on the first of each month**, in advance. The CDC will charge a late fee of twenty-five dollars (\$25) per family if payment is not received by the fifth of each month. The CDC will charge an additional ten dollars (\$10) if payment is still not received by the twelfth of each month. Enrollment is terminated if payment is not received by the fifteenth of the month unless a payment option has been discussed with management.
- c) There will be a \$25 fee charged for returned payments due to insufficient funds.
- d) An advance tuition deposit (“ATD”) of 100% of one month’s tuition will be paid for each child prior to enrollment. The ATD must match your child’s current tuition rate while enrolled at The CDC. This ATD will be applied toward each child’s final tuition payment at The CDC, with the required withdrawal notice.
- e) You must provide The CDC notice of withdrawal two full calendar months in advance, effective the first of the month, or forfeit the ATD. Notice must be provided by submitting [The CDC Withdrawal Notice](#) form.
- f) The CDC may change tuition rates in the event the Child changes to a different program or attendance schedule. When tuition increases, the Parents must increase the amount of ATD to equal one month at the new tuition rate. The CDC may change tuition rates for any program upon 30-days prior notice. Failure by the Parents to receive notice of a change in tuition after the CDC reasonably has made such notice available will not affect The CDC’s ability to change tuition rates.
- g) If the Child is returning for the next school year, an annual registration fee is due each spring during re-enrollment.

- h) If the Child leaves any CDC program after the scheduled pick-up time per program as noted above for any reason, a Late Pick-Up Charge of **\$10.00 FOR THE FIRST MINUTE AND \$2.00 FOR EACH ADDITIONAL MINUTE** will be due. Late Pick-up charges are calculated to the time the child leaves the building.
- i) There are NO refunds or credits **allowed for time missed from school for any reason**. Should the program/center need to close for any reason, tuition will not be refunded or reduced for closures of less than 15 school days. Should the center need to close beyond 15 days, tuition will be reduced by a minimum of 50%. Tuition is not determined by attendance but by enrollment status.
- j) **Monthly tuition rates are not pro-rated due to holidays or closures.**

2. Termination of Enrollment

- a) Enrollment will be considered terminated if:
 - I. **The Parent provides The CDC two full calendar month advance notice of withdrawal.**
 - II. Payment is delinquent beyond the 15th day of the month.
 - III. The Parents fail to comply with this Agreement, the Parent Handbook, or any other rules of the CDC.
 - IV. The CDC, in its sole discretion, determines it is unable to meet the needs of the Child and/or the family, or that it is not in the best interest of The CDC or other children enrolled to have the Child continue in attendance.

The CDC and its staff retain the sole right and responsibility to determine any disputed factual matters regarding termination of enrollment.

3. Medical Treatment

The Parents hereby authorize the CDC to secure such emergency medical treatments as may be required. The Parents agree to pay all expenses incurred in connection with such emergency medical treatment. The CDC will use its best efforts to immediately notify a parent or a person designated to be called in case of emergency. The Parents authorize any licensed physician or medical center to treat the Child in case of an emergency.

4. Modification of This Agreement

This Agreement contains the entire agreement between the parties, except where otherwise indicated. This Agreement and the contents of the Parent Handbook may be modified by The CDC, at the CDC's sole discretion, by written notice to the Parents, whenever any circumstance covered by The Agreement or Parent Handbook changes. No modification to this Agreement by the Parents will be effective without the prior written Agreement of the Parents and The CDC's Executive Director.

5. Indemnification and Release

The Parents hereby release The CDC, its owners, officers, agents, and staff from any liability for injury or damages of any kind not resulting from The CDC's gross negligence. The Parents hereby agree to indemnify The CDC against claims by third parties arising from the negligence or intentional acts of the Parents.

6. Other Terms/Signatures

- a) The Parents will cooperate with the policies of The CDC, perform the obligations that are

set forth in this Agreement, and abide by the rules, regulations, and policies provided by The CDC.

- b)** Parents agree to the use of their email address by The CDC for the purpose of communication via Constant Contact.
- c)** By their signature(s) below, the Parents hereby agree not to employ or attempt to employ any person employed by The CDC for a period of six months after that person ceases employment by The CDC.
- d)** This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles. Venue is in any court of competent jurisdiction over The CDC located in Austin, Travis County, Texas.