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ENROLLMENT AGREEMENT

This agreement is between the Circle C Child Development Center, Inc. (the “CDC”), and _____ (“the 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.

A) Basic Services

- a) The Center will provide a childcare and enrichment program of play and learning experiences appropriate for the ages of the children enrolled. We will establish a balance of active and quiet play, with individual and group activities geared toward the emotional, social, physical, and individual growth of young children. We will place each child in a group of peers based on age, level of development, and special needs as determined by the staff of the CDC.
- b) The CDC offers the following programs: Full-time, Part-time, Inclusion classes, and After school programs.
 - i) **Full-time** Full-time’s regular operating hours are 7:00 am to 6:15 pm, Monday through Friday throughout the entire year, which are subject to change at the CDC’s sole discretion. The CDC may close for holidays and inclement weather as described in the Parent Handbook. Children in Full-time care will have rest time each day and will receive a nourishing snack in the mid-morning and in the mid-afternoon.
 - ii) **Part-time** Part-time’s regular operating hours are 9:00 am to 1:30 pm, “Monday/Wednesday/Friday”, “Tuesday/Thursday”, or “Monday – Friday”, throughout the entire year. Extended care will be available from 1:30 to 3:30 pm (for an additional fee). These hours are subject to change at the CDC’s sole discretion. Children enrolled in the Part-time program will receive a nourishing mid morning snack. Part-time will follow the Parent Handbook for school closings and any inclement weather that may occur.
 - iii) **Inclusion classes** Inclusion classes located at Clayton Elementary and Kiker Elementary have regular operating hours from 7:15 am to 2:12 pm, Monday through Friday. Extended hour will be available from 2:12 to 3:00 pm (for an additional fee). These hours are subject to change at the CDC’s sole discretion. Months of operation and holidays generally follow the AISD schedule.

- iv) After school programs After school programs for Pre-K through Grade 5 are located on the Clayton, Cowan, Kiker and Baldwin Elementary school campuses. The Clayton and Baldwin Elementary programs operating hours are over at 6:00 pm. The Kiker and Cowan Elementary program operating hours are over at 6:30 pm. The hours of the CDC's after school programs are subject to change at the CDC's sole discretion.
- v) Children will receive assistance with personal care as needed.
- vi) The CDC will notify Parents of suspected exposure to any communicable illness.
- vii) Although the CDC will make reasonable efforts to safeguard children's personal belongings, the CDC is not responsible for lost or broken items.

B) Payment Provisions

- a) 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. The bank approval process takes approximately 7-14 business days. For anyone not signed up for Tuition Express, a \$5/month check processing fee will be charged. You may contact our Business Director Denise Nordstrom at dnorstrom@circleccdc.org with any questions.
- 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 and held by the CDC until the final month of attendance. You must give the CDC written notice of withdrawal a full month in advance, as of the end of the month, or forfeit the ATD.
- e) 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.
- f) In order to gain access to the building without calling the office for admission, each family must use a key fob. Each family with a child in the CDC building will be given one key fob at no additional charge. Families may purchase one or more additional key fobs for \$10 apiece. A receptacle will be available to recycle key fobs once your Child's enrollment time in the CDC is over.
- g) If the child is returning for the next school year, the annual registration fee of \$140 is due every year during fall re-enrollment.
- h) If a 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 actually leaves the building.
- i) There are **NO Refunds or Credits allowed for time missed from school for any reason.**
- j) **Monthly tuition rates are not pro-rated due to holidays or closures.**

C) Obligations of Parents

a) The Parents will:

- i) Turn in all required paperwork prior to enrollment:**
 - (1) New school year**—by the date assigned in the annual welcome letter
 - (2) Mid-year**—one week prior to start date
- ii) Bring the Child to a teacher each day, sign IN and, upon pick-up, sign OUT on of the tablets located in the hallway outside each classroom.**
- iii) The CDC will not release the Child unless we have the correct documentation.**
- iv) Provide the Child with a nutritious, well-balanced lunch in a labeled bag or box.**
- v) Dress the Child appropriately following guidelines in the *Parent Handbook*.**
- vi) Abide by “Illness Exclusion” and “Arrival Time” policies as noted in the *Parent Handbook*.**
- vii) Notify the CDC if the Child contracts or is exposed to any communicable illness or is absent for any other reason.**
- viii) Attend parent conferences when requested.**
- ix) Keep Admission Information, including all contact information, current.**
- x) Give the CDC written notice of withdrawal a full month in advance, as of the end of the month, or forfeit the ATD.**
- xi) Respect the non-religious nature of CDC’s programs.**
- xii) Refrain from reprimanding or disciplining children of other families while on the CDC premises.**
- xiii) Abide by all rules and policies in the Parent Handbook, which the CDC hereby incorporates into this Agreement as if included in its entirety.**
- xiv) Respect the privacy of other families by not requesting information about other children.**
- xv) Handle grievances or concerns in a productive way by including teachers, administrators, and/or the CDC board of directors. Furthermore, parents will refrain from spreading unsubstantiated information through e-mail, verbal, or telephone networks.**
- xvi) In the event that a Parent maintains that a court order controls the CDC’s release of the Child to a Parent, or any other aspect of the Child’s education, provide the CDC with a certified copy of all applicable court orders, including, but not limited to, child custody agreements and protective orders.**

D) Termination of Enrollment

a) Enrollment will be considered terminated if:

- i) The Parent gives the CDC one full calendar month advance written notice of withdrawal, effective the last day of the month.**
- 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.

E) 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.

F) Field Trips Release

The Parents hereby authorize the Child to participate in supervised field trips. Notice of field trips will be posted in the CDC at least one day in advance. The Parents will be asked to assist in transporting the Child.

G) Water Activities Release

The Parents hereby authorize the Child to participate in water activities as provided in this section. Water activities are offered periodically throughout the school year, particularly during the summer months. Indoor and outdoor splash tables may be used regularly, at the teacher's discretion, without prior notification. Advance notice will be given for more involved water activities that would require a swimsuit. This includes sprinkler play and inflatable slip-n-slides. Please remember that children are required to wear shoes at the CDC, so they need to bring appropriate water shoes on water play days.

H) Health Certification

As a condition to enrollment, each Child must be examined within the year preceding the date of this Agreement by a licensed physician and must be able to participate in the early childhood/preschool program at the CDC. The Parents must provide the CDC with an Immunization Record form within two weeks of enrollment, completed and signed by the Child's physician.

I) Child Release Procedures

The CDC will release the Child only to those listed on the authorized pick-up form. The Parents must notify the CDC, in advance, if a person not previously authorized in writing or not known to the room staff will be coming for the Child. This person will be required to provide **positive photo identification**.

J) Photograph and Video Recording Release

The Parents hereby authorize the CDC to photograph or video tape the Child and use the resulting photographs or videos for any school related use, including but not limited to news media, promotion and website photos. The Parents release all rights, title, and interest in the finished photographs, negatives and videos.

K) Information Release

The Parents hereby authorize the CDC to share information, as deemed necessary, with the Child's physician(s), therapists, other educators, and/or student interns.

L) 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.

M) 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.

N) 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.

ALL CUSTODIAL PARENTS AND/OR LEGAL GUARDIANS ARE REQUIRED TO SIGN THIS ENROLLMENT AGREEMENT.

I/we hereby agree that I/we have read and understand the terms of this Agreement and agree to abide by its contents and that all of my/our questions have been satisfactorily answered.

**Parent's full name as electronic signature*

Parent / Guardian Signature _____ Date _____

Parent / Guardian Signature _____ Date _____