



## ENROLLMENT AGREEMENT

### MY LEARNING SAFARI, LLC

**THIS ENROLLMENT AGREEMENT**, is dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the parties identified below as Parent/Guardian (“Parent”) and **My Learning Safari, LLC**, an Iowa Limited Liability Company (“Center”) whose address is 3004 NW 18<sup>th</sup> Street, Ankeny, IA 50023, for the enrollment of the minor Child (“Child”) identified below.

Name of Child (Last, First, Middle Initial): \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_  
\_\_\_\_\_

### **SECTION:1 : TUITION AND FEES**

\_\_\_\_\_ REGISTRATION FEE: I understand that a non-refundable, Registration Fee of \$50.00 shall be paid in advance for processing to enroll my Child. In instances of agency reimbursement, the Registration Fee is to be paid according to the applicable contract. Registration fees are not to exceed \$100 per family per year. You are required to pay a last week deposit of \$\_\_\_\_\_ upon initial entry into the Center which will be applied to your account when you leave the program after the two-week written notice is received.

\_\_\_\_\_ TUITION, PAYMENT, AND ENROLLMENT DATES: \$\_\_\_\_\_ per week is the current standard Tuition (“Standard Tuition”) for the program I have chosen. Alternate Tuition Fees must be paid during school breaks (“Alternate Tuition” or collectively with Standard Tuition, “Tuition”). I understand that Tuition is payable on a weekly basis and is due and payable, in full, in advance, on the first day of attendance each week. I understand that rates are subject to change in the discretion of the Center with 30 days advance notice.

I have enrolled my Child in the following program(s):

\_\_\_\_\_ Days: (check all that apply)  M  T  W  TH  F From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

\_\_\_\_\_ LATE OR UNPAID TUITION: If payment in full is not received when due, I agree to pay a late payment fee of \$30 per week that Tuition is not received. All delinquent Tuition and late fees are subject to 10% interest per annum, and fees may change with 30 days advance notice. I understand that if my account is delinquent for more than one week, I may be asked to withdraw my Child until my account is brought current. I understand that the Center will not hold open a spot

when a Child is withdrawn for any reason, voluntarily or not, while my account is not current. Unpaid Tuition and other items may be sent to a third-party collection agency. In the event of my default in payment, I agree to pay all costs of collection, including but not limited to attorney's fees and court costs.

\_\_\_\_\_ TUITION REIMBURSEMENT: I understand that I am solely responsible for any Tuition payment, activity fees, charges, late fees, interest, and other items, regardless of whether or not I expect such items to be paid or reimbursed by any private or government entity or other third-party. I understand that Activity Fees may or may not be eligible for certain types of reimbursement. In the event that Tuition, Activity Fees, or other charges are partially paid or reimbursed by a third party, I am solely responsible for paying the shortfall of any agency or third-party reimbursement timely, in advance, and in accordance with the applicable contract and regular payment schedules. I also understand that I am solely responsible for promptly communicating any changes in my status or otherwise that would affect the payment or reimbursement to both the Center and to the reimbursing third party, and that ultimately, regardless of the reason for third party's nonpayment, underpayment, late payment, or otherwise, I remain solely and fully responsible for full and timely payment of all items.

\_\_\_\_\_ CHARGES AND PROCEDURE FOR LATE PICKUP: The Center is open from 6:30AM to 6:00PM, Monday through Friday, except for holidays and other dates or times further set forth below, in the Handbook or designated by special notice. I understand that if I fail to pick up my Child by the scheduled closing time, I will be charged a late fee of \$1.00 per minute, rounded up to the next full minute, per Child, from the closing time until the Child is picked up.

\_\_\_\_\_ ADDITIONAL FEES: All age groups may be subject to Activity Fees for attendance to events or activities, which shall be in addition to Tuition ("Activity Fee"). A special program for School-age children will be available during the summer months and scheduled school breaks according to the local public school calendar. While some Activity Fees may be imposed on an optional basis for optional activities, some Activity Fees may be mandatory. I am aware that Children attending during summer months or scheduled school breaks will likely be required to pay a mandatory Activity Fee to attend field trips, special activities, or other items.

\_\_\_\_\_ RETURNED CHECKS: I understand that a minimum processing fee of \$35.00 (or actual bank fees incurred if higher) up to the maximum possible fee under Iowa law, will be charged to my account for all checks which are returned unpaid or unprocessed for any reason, and that this fee is in addition to any charges that my bank or financial institution may charge me. I understand that any non-sufficient funds checks will be automatically resubmitted electronically up to three times. I further understand that once a check has been processed electronically, the check is no longer negotiable and will not be returned. If more than two checks are returned within a six month period, I will be required to pay by an alternate method of payment for the next six month period, and may be required to pay more than one week in advance, by cashier's check or certified funds, or both. If my school uses an electronic check processing system, I am authorizing the payee, or its agent, upon receipt of my check, to convert the check to an electronic payment item or draft and to submit it for payment as an ACH debit entry or draft to my account, in accordance with the same terms and conditions as my check. In the event that my electronic check is returned for non-payment, I authorize up to two additional electronic collection attempts and, if needed, up to two additional attempts by paper draft thereafter. I am responsible for the principal amount plus all returned check fees.

## **SECTION 2: DAILY PROCEDURE**

\_\_\_\_\_ DAILY SIGN-IN AND SIGN-OUT: I agree to sign my Child in and out every day using the school's attendance procedure. If I neglect to do so, I may be charged a maximum fee of \$5.00 per missed sign-in or sign-out. I understand that my Child is not permitted to sign him/herself out. I understand that if am required to enter the school to drop off and pick up my Child and that I must escort my Child to and from the designated classroom and staff member each day. In states where

a manual signature is required due to state Child care licensing regulations, I agree to complete the required computer and manual sign-in and sign-out procedures.

\_\_\_\_\_ ILLNESS: I understand that I will be notified should my Child become ill during the day, and that I will pick up my Child promptly, or make arrangements for an authorized emergency contact person to pick up upon such notification. If my Child is exposed to or contracts a contagious disease, I agree to notify the Center, and I understand that my Child will be re-admitted according to the re-admission criteria in the Handbook.

\_\_\_\_\_ PHOTOGRAPHIC RELEASE: The company, its agents, affiliates, and licensees, may use photographs, reproductions, images or sound recordings of my Child for educational, advertising, publicity or any other lawful purpose.

\_\_\_\_\_ PHOTOGRAPHS, VIDEOS AND AUDIO TAPES: I understand and agree that, in consideration for my being allowed to photograph, videotape or audio record my Child on company property, I shall only use such recording for lawful and private home use, and will not publish, publicly display or sell such recordings. I also understand that I must have written permission before capturing any image of the other Children in the school or staff.

\_\_\_\_\_ INTERVIEWING CHILDREN AND INSPECTING RECORDS: I understand that the state Childcare regulatory enforcement and administration agency and the local department of social services or Child protective services has the authority to interview Children or staff, to inspect and audit Child or facility records, to interview Children privately, to observe the physical condition of the Children in the school, to make provisions for the independent medical examination by a licensed physician of any Child, and to contact and instruct any other appropriate authority to do the same, without prior notice or consent by myself or by the school.

\_\_\_\_\_ WITHDRAWAL FROM PROGRAM: I understand that I must provide a two (2) week written notice of withdrawal from the program. If this notification is not provided, I agree to pay all Tuition and fees for two (2) weeks, whether or not my Child attends. I understand that when my Child is withdrawn, s/he will only be eligible for re-admission based upon space availability and all other enrollment criteria. If my Child is selected for re-enrollment, I will be required to complete an entire new Enrollment Agreement at the current rate and pay a new non-refundable Registration Fee at the current rate. If there is an outstanding balance (including Tuition or fees) when my Child was withdrawn, I will be required to bring my account current prior to completing a re-enrollment application. I understand all fees (Tuition, Registration or Activity) are non-refundable.

\_\_\_\_\_ PARENTAL INVOLVEMENT AND PARENT PARTNERSHIP GROUP: My Learning Safari, LLC, follows the philosophy that active parent participation is essential to promote the Child's development. Therefore, the Center offers Parent Partnership Group meetings on a regular basis to provide a medium for parent involvement in the Child's educational journey. Attendance at Parent Partnership Group meetings is not mandatory, but is strongly encouraged. Further information on Parent Partnership Group meetings can be found in the Handbook or from the Director.

\_\_\_\_\_ CHILDREN'S ATTIRE: I understand that I am responsible for ensuring my child arrives at the Center with clothing, footwear, outerwear, sunscreen, and other equipment appropriate for the day's weather and planned activities. I understand that my Child may, in the regular course of attendance, be required or given the opportunity to climb on outdoor equipment, play or climb on uneven surfaces, attend recess in inclement weather, or engage in other activities which reasonably require particular attire, e.g. practical footwear (such as tennis shoes or snow boots) coats, mittens, sunscreen, or the like. I understand that the Center will take reasonable care to ensure the safety of my child, but that the Center is not responsible for providing any of the above items or for any harm to my Child resulting from my child's wearing

inappropriate attire or equipment. I further understand that my Child may be excluded from activities if the Center determines his or her attire would present an undue risk.

### **SECTION:3 : HOLIDAYS, ABSENCES AND CLOSINGS**

\_\_\_\_\_ HOLIDAYS: I understand that the school is closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, as well as President's Day for in-service training. If any of the aforementioned holidays falls on a Saturday, the Center will be closed on the immediately preceding Friday. If any of the aforementioned holidays fall on a Sunday, the Center will be closed on the Monday following Sunday. I understand that holiday and vacation closings are factored in to the Tuition rates. No pro rata refund or adjustment will be made. I agree that I will not receive a refund, credit or any other allowance for holidays.

\_\_\_\_\_ ABSENCES AND VACATIONS: I agree to inform the school immediately if my Child will be absent on any day. I understand that no allowances, credits, refunds, or make up days shall be made for occasional absences (i.e. sickness). No credits or adjustments will be made for absences lasting less than five full, consecutive days or absences without notice. My regularly contracted Tuition is due for all weeks when my Child attends any part of the week. For absences lasting an entire calendar week, with advance notice to the Center, a reservation fee of 50% of my regular week's Tuition will be due for each absence of one full week (Monday through Friday) with advance notice to the Center. I agree to pay the reservation fee of 50% of the regular Tuition rate per week to guarantee my Child's space when my Child is not in attendance for an entire school week (Monday through Friday). I also understand that if I withdraw my Child during a vacation, I will be required to pay a new non-refundable registration fee upon return. Cumulative vacation absences in excess of two weeks per calendar year require prior approval of the Director and will be handled on a case-by-case basis.

\_\_\_\_\_ SCHOOL AGE CHILDREN: I agree that I will need to pay an additional fee for planned school out days for my school aged child(ren) in which care is provided beyond the before/after school care. I will be charged either the half day or full day care charge applicable for my child(ren)'s age group.

\_\_\_\_\_ EMERGENCY CLOSING AND INCLEMENT WEATHER INFORMATION: I understand that it is the company's intention to be open and provide Child care service every weekday of the year, excluding holidays, but that inclement weather, natural/national disaster or major building issue may disrupt service from time to time. I will contact the school to ensure that it is open during inclement weather/natural disaster.

If the weather or some other emergency condition causes the Center to close on a day it would regularly be scheduled to be open, the staff will make best efforts to post the closure information on the website, [www.mylearningsafari.com](http://www.mylearningsafari.com), and to notify local news of such closure.

I understand that emergency closing and inclement weather closings are factored in to the Tuition rates, and no pro rata refund or adjustment will be made. I agree that in the event that the school is closed for an extended period of time, I will continue to be responsible for my Tuition payments for up to three business days.

### **SECTION 4 : STATE LICENSING AND OUR POLICIES**

\_\_\_\_\_ ALL POLICIES & STATE REGULATIONS: I understand that the above policies are not an all-inclusive list of policies, and that my Child, my family members, authorized agents and I are bound by state Child care regulations, the Family Handbook, and all other company policies, which may be modified at any time, without notice. I also understand that the Child care regulations of the state in which my Child attends may prevail over those policies when the state

regulation is more strict. I further understand that my continued enrollment constitutes my acknowledgement of, and agreement to abide by, all Policies and state regulations.

\_\_\_\_\_ FAMILY HANDBOOK: I have received a copy of the Family Handbook. I have read and understand its contents and policies and agree to be bound by the same. I understand that the Handbook may change from time to time, with notice, and that a copy of the most recent Handbook shall be made available to me at the front desk or upon demand. I understand that my continuous enrollment of my Child at the Center shall constitute my consent to abide by the terms of the then-effective Handbook.

\_\_\_\_\_ NO MODIFICATIONS: No terms of this Agreement may be altered, revised, modified or deleted by any person except in cases of policy change or rate change to which both the Director and I must initial. Any alterations, revisions, modifications or deletions of any term of this Agreement are null and void.

We do not discriminate in our employment practices or our enrollment of students based on disability, race, ethnicity, sex, gender, familial status, or other protected class. Information concerning the provisions of the Americans with Disabilities Act (ADA), including the rights provided thereunder, is available from the Director. If you believe you may require accommodation, please notify the Director of your request.

\_\_\_\_\_ MISCELLANEOUS PROVISIONS:

Partial Invalidity. If any provision in this Agreement is invalid or unenforceable to any extent, then that provision and the remainder of this Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.

Waiver. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

Construction. I have had full opportunity to review this document and the Handbook and am satisfied I understand its contents and my obligations hereunder. I understand and will comply with the policies included in the Enrollment Agreement and Family Handbook. The policies in this contract will supersede all other previous documents. The parties agree that the Agreement shall be construed as if both parties were equally responsible for drafting the Agreement. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

Binding on Successors. This Agreement shall bind the parties' heirs, successors, representatives, and permitted assigns.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Iowa. The parties agree that the Agreement is to be performed in Polk County, Iowa, which is deemed to be the proper and convenient forum for any enforcement action.

Survival of Remedies. The parties' remedies shall survive the ending of this Agreement when the ending is caused by the Default of the other party.

Authority of Parties. Each party warrants that the party is authorized to enter into the Agreement, that the person signing on its behalf is duly authorized to execute the Agreement, and that no other signatures are necessary, including but not limited to those of a spouse, guardian, co-guardian, or similar.

Captions. Captions and headings of paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or the meaning of the provisions of this Agreement.

Entire Agreement. This Agreement contains the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Except for the rules for which the Handbook controls, this Agreement shall be modified only by a writing signed by both parties. No failure of Center to exercise any power given Center hereunder or to insist upon strict compliance by Parent/Guardian of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Center's right to demand exact compliance with the terms hereof.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this AGREEMENT in duplicate the day and year first above written.

Parent/Guardian Signature: \_\_\_\_\_

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

Parent/Guardian Signature: \_\_\_\_\_

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

Director Signature: \_\_\_\_\_

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