



FAMILY AGREEMENT

SCHOOL

Date of Enrollment

CHILD INFORMATION

Child's Name

PARENT/GUARDIAN INFORMATION

Parent/Guardian 1

Parent/Guardian 2

Congratulations! Your child has been offered enrollment at the School for the enrollment period listed above. **Please read this Family Agreement and the School's Family Handbook carefully. The Family Handbook is incorporated in full into this Family Agreement, and together with any Addenda, these documents form the legal contract between the School, the child, and the child's Parents/Guardians.** To accept this offer of enrollment, the Parents/Guardians (hereafter "Parents" or "you") must sign below, agreeing to the terms of the Family Handbook, this Family Agreement, and any Addenda (together, the "Agreement"), and return a signed copy of this document to the School before your child is enrolled and attends School. If the School does not receive a signed copy of this Family Agreement in a timely manner, it may rescind this offer of enrollment.

CHILD HEALTH

State-mandated Immunizations and Physical Examinations: If Required Immunizations are listed below, your state requires that all children receive the immunizations. You must provide written evidence that your child has received all required immunizations and examinations (if any) by the corresponding deadline listed below. If the state in which the School is located permits exemptions from the requirements below and you intend to claim such an exemption for your child, you must provide all materials required under state law to claim such exemption by the deadline listed below.

Required Immunizations

3 DTap, 2 Polio, 2 -3Hib, 2 Hep B, 3 PCV

3 DTap, 2 Polio, 1 MMR, 3-4 Hib, 3 Heb B, 4 PCV, 1 Var

4 DTap, 3 Polio, 1 MMR, 3-4 Hib, 3 Heb B, 4 PCV, 1 Var

4 DTap, 3 Polio, 1 MMR, 3-4 Hib, 3 Heb B, 4 PCV, 1 Var

5 DTap, 4 Polio, 2 MMR, 3-4 Hib, 3 Heb B, 4 PCV, 2 Var

Deadline for Child to Receive

Minimum by 7 Months

Minimum by 12-16 months

Minimum by 19 months

Minimum by 4 years or older (in childcare only)

Minimum by 4 years and older (in kindergarten)

(initial) **Medical Examination:** Immunization records should be submitted by child's first day of enrollment.

(initial) **Medical Authorization and Consent to Treat:** I hereby authorize the School and its agents and employees to consent on my behalf to any x-ray or other diagnostic examination, anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care, which is deemed advisable by, and is to be rendered under the general or specific supervision of any physician licensed under the laws of the jurisdiction where such diagnosis or treatment may be given, whether such diagnosis or treatment is rendered at the office of said physician, at a hospital, or at any other location, in the event my child requires urgent medical care. It is understood that this authorization is given in advance of any specific treatment or diagnosis, but is given to provide authority and power of treatment or hospital care which the aforementioned physician in the exercise of best judgment may deem advisable. I understand and agree, for myself, the child, the Parents, and any other Claimant (as that term is defined in the Family Handbook), that neither the School nor My Small Wonders, nor their agents or employees, shall be liable in any way in connection with any medical care provided to your child.

(initial) **Consent to Medication Administration:** Please refer to the Medication Administration section of the Family Handbook for the School's Medication Administration policy. If your child requires medication during the school day, you must initial and complete this section and must complete all School-required forms identifying the child's medications, dosage, and the frequency and method of administration (and must update those forms to reflect any changes). Over-the-counter medication must be provided in its original packaging with the label intact. Prescription medication must be provided in original pharmacy packaging, which must include the child's name, medication name, dosage, and frequency, and the name and contact information of the prescribing healthcare provider.

Medical History: Please describe any medical history for your child of which the School should be aware, including food or other severe allergies, seizure disorders, communicable diseases, or any condition which may require emergency treatment while at School or may limit the child's ability to participate in School activities.

Accommodations for Children With Disabilities: Each child is an individual, and the School welcomes open and effective communication about a child's particular needs as part of the enrollment process. The School is committed to complying with state and federal law regarding students with disabilities. **It is very important for the child's safety that Parents fully inform the School of any disability that may require an accommodation by the School during the enrollment process and before the child attends School.** If your child has a disability that may require an accommodation by School, please describe the disability and the proposed accommodation in the space below. The School will review this information and contact you to discuss whether reasonable modifications to the School's policies and practices are available to accommodate your child's needs. If the child requires an accommodation that the School is unable and not required by law to provide, or if the School determines that the child's presence poses a direct threat to the health or safety of any person, the School may rescind this offer of enrollment or request Parents disenroll the child and make alternative arrangements.

CHILD MEALS

(initial) **Feeding Plan:** Your state may require state specific forms related to feeding plans. Your school will provide the forms; please return completed forms on/before the first day of enrollment.

Special Diets: If your child requires a special diet or must avoid certain foods because of a food allergy, medical condition, religious practice, or reason of conscience, please carefully review the Meals section of the Family Handbook and explain any requests regarding meals served to your child in the space below. **IF YOUR CHILD HAS A FOOD ALLERGY THAT MAY REQUIRE MEDICAL TREATMENT, PLEASE ALSO LIST THIS INFORMATION IN THE MEDICAL HISTORY SECTION ABOVE.**

PARENT RELEASES, NOTICES, AND CONSENTS

(initial) **Field Trip Consent:** I understand and agree that the School organizes field trips off-campus or outside of the property from time to time. Field trips involve travel to and from the School in School vehicles operated by School employees. School employees and Parent volunteers will supervise students while on field trips, but field trip locations may not be under the exclusive control of the School, and members of the general public may be present. The School will exercise reasonable care in selecting field trip destinations, but cannot and does not guarantee that no risks will be present at field trip destinations. Because School employees attend field trips with students, all students who are present at School on the day of a field trip must attend the field trip. If you do not wish your child to participate in a field trip, or if you do not initial this section of the Family Agreement, you should plan to make alternative childcare arrangements for your child on the day of the field trip. By initialing this section, you consent to allow your child to attend any School field trip, understand and agree that you are responsible for payment of any fees associated with a field trip in advance, and understand that, despite the School's reasonable efforts, it is not possible to fully eliminate all risks to students associated with participation in or travel to and from a field trip. Additional documentation, consent forms, and releases may be required for child to participate in field trips.

(initial) **Public/Private School Transportation:** If the School offers transportation of students between the School and a child's other public or private school, Parents may opt in to that transportation by completing this section. If the School does not offer transportation or the Parents do not complete this section, the Parents must follow the default drop-off and pick-up policies set out in the Family Handbook. If your child requires a transportation accommodation (e.g., wheelchair-capable transportation), please explain in the Accommodations for Children With Disabilities section above.

By initialing this section, I give the School permission to transport my child between the School and the public or private school listed below. I understand and agree that my child's behavior during School transportation is subject to the Family Handbook.

Public/private school name

Address

Phone number

Normal morning drop-off time

Normal afternoon pick-up time

Normal days of attendance (check)

Monday Tuesday Wednesday Thursday Friday

(initial) **MSW Moments Application:** MSW Moments is our primary tool for daily communication with parents and guardians. Please make sure that you have downloaded the MSW Moments app, and keep it updated on your phone with notifications activated. Please make sure you check your child in/out daily so that we maintain accurate attendance records. Please ensure that your payment information stays up-to-date and auto-pay remains on at all times.

(initial) **Swimming/Water Activities (if available at School):** By initialing this section, I consent to my child's participation in swimming and other water-related activities with the School. I understand and agree that there are inherent risks in swimming and other water activities, have considered those risks and the child's ability to safely participate in those activities with reasonable adult supervision, and voluntarily consent to allow my child to participate. I understand that participation in swimming and other water-related activities is purely voluntary and is not a condition of the child's enrollment or attendance at School. I have received a copy of the School's Aquatics Policy, have had the opportunity to discuss the Policy with the School and ask any questions I may have about the Policy.

(initial) **Interviewing Children and Inspecting Records:** I understand that the Child Care Licensing agency and the local department of Child Protective Services has the authority to interview children (with parent permission) or staff, to inspect and audit child and facility records, to observe the physical condition of the children in the school, and to contact and instruct any other appropriate authority to do the same, without prior notice or consent by the school.

(initial) **Video Recording:** I understand that my School may offer video services, which provides (a) families and administrators of the School with the ability to view, at applicable locations where such recording is enabled, to the activities of all individuals on their premises for their internal purposes ("Recordings"), (b) families with the opportunity to view their children online and share in their day via streaming video ("Video Streams"), at applicable locations where such streaming is enabled, and (c) academic services, such as third party online educational programs and/or remote tutoring services that may include video sessions ("Video Sessions"). I acknowledge and agree that the School (a) may record video and audio in the form of the recordings and/or video sessions, where applicable, of myself and my child(ren) while on

School premises for academic purposes and/or their internal administrative use and (b) may stream the live video streams via a third-party service to School families.

(initial) **Photo/Video Authorization:** For good and valuable consideration, I hereby grant to the School and My Small Wonders the irrevocable and unrestricted right to make, use and/or publish any and all photographs, videos, and other images of my child, or images in which my child may be included, now existing or hereafter made, in any case, with or without identifying my child for editorial, advertising, news, or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. On behalf of myself and my child, I specifically waive all rights to privacy and confidentiality with respect to name, likeness, voice, photographs, images, video recordings, audio recordings, and identifying information.

(initial) **Student Behavior Expectations:** I have received a copy of the Family Handbook and have read, had the opportunity to discuss with the School and ask any questions. I understand the expectations for my student to comply in all respects to all the rules, policies, procedures and behavior expectations and I agree to ensure my child acts in accordance with same.

(initial) **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT:** I understand and agree that my child's attendance at School and participation in any of the activities described in this Parent Releases, Notices, and Consents section carry certain risks, which include the risk of physical injuries. I have considered those risks in light of the information in the Agreement, have asked any questions I may have of the School regarding School programs, and have determined that my child can safely attend School and participate in the activities described in this Agreement. As a result and in consideration of School's offer of enrollment to my child for myself and any Claimant (as that term is defined in the Family Handbook), I hereby fully and irrevocably agree to waive, release, and indemnify and hold School, My Small Wonders, and their respective agents and employees (collectively, "Indemnitees") harmless from and against, any and all claims, controversies, costs, expenses, attorney's fees, claims damages, demands, suits, judgments, losses, or liability for injuries to property, injuries to persons (including my child) and from any other costs, expenses, attorney fees, claims, suits judgments, losses, or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of, in connection with, in the course of, or incidental to the child's attendance at, participation in, or transportation to or from School or any School activity, REGARDLESS OF CAUSE OR OF THE JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OF THE INDEMNITEES.

TUITION AGREEMENT

Tuition Agreement will be provided to guardian by school.

(initial) **Registration/Enrollment Fee:** A one time fee of \$150.00 per family is due at the time of enrollment. The non-refundable \$50.00 waitlist fee paid at the time of online registration will be applied to the enrollment fee of \$150.00.

(initial) **Discounts:** There are discounts for two or more children from the same family. The discounted rate for two children is 15% off the oldest child's tuition. The discounted rate for three or more children is 15% off the oldest child's tuition and 10% off the middle child's tuition.

PARENT CONCERNS, DISPUTES, AND LEGAL RIGHTS

The Parent Concerns and Disputes section of the Family Handbook affects your legal rights. You should read it carefully. Among other terms, it limits the types and amounts of damages that may be recovered from the School, waives the right to a jury trial in Disputes with the School, and REQUIRES THAT DISPUTES BE SUBMITTED TO ARBITRATION RATHER THAN RESOLVED BY A COURT.

Some Disputes must be reported to the School's District Manager in writing. The District Manager's contact information is available upon request from the School Director, and may also be found at: Family Services Department 855-792-6980.

The Exclusive Venue for any Dispute, as that term is defined in the Handbook, is: Colin County, Texas.

You agree that this is a convenient forum for resolving any Disputes and that participating in related proceedings in the Exclusive Venue, whether in-person or electronically, would not pose an undue burden or expense.

This Agreement shall be enforced and interpreted according to the laws of the state of Texas (the "Choice of Law State"), without reference to conflicts of laws rules.

Capitalized terms used in both the Family Handbook and this Family Agreement have the same meaning throughout. If any provision of the Agreement is deemed unenforceable or void, the offending text alone will be stricken from the Agreement and the remainder of the Agreement will remain in full force and effect. In the event of any conflict between the Family Handbook, this Family Agreement, or any Addendum, the terms of this Family Agreement shall control. In addition, any published updates will be incorporated by reference into this agreement.

STATE-SPECIFIC INFORMATION

Additional Holidays: In addition to the dates listed in the Holidays section of the Family Handbook, School is closed on the following days: Friday After Thanksgiving. A holiday that falls on a Saturday, MSWI will be closed on that Friday; a holiday that falls on a Sunday, MSW will be closed on that Monday.

Additional Required Parent Information: in addition to the information you provided in your child's Enrollment Application, the state of Texas requires the School to collect the following information regarding each parent.

Required Information

Parent/Guardian 1

Parent/Guardian 2

Copy of Parent/Guardian Photo ID on File

STATE-SPECIFIC POLICIES & PROVISIONS

Texas Parent Handbook Addendum

My Small Wonders follows all policies outlined in the Texas Minimum Standards for childcare centers, including discipline and guidance that is consistent with Subchapter L (relating to Discipline and Guidance) As a parent, you can review the Texas Minimum Standards and our most recent licensing inspection is available at the front desk and online (https://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp) for your review. Please, if you have any concerns, feel free to contact your director. A copy of the Texas Minimum Standards is available at the school or online, <https://lhs.texas.gov/services/safety/child-care> also, you can contact our local licensing office at (214) 583-4253. A copy of our Emergency Preparedness Plan is available at the school. Parents are encouraged to read this information carefully. In the event a parent is present in the building during an emergency, My Small Wonders will ask parents to participate accordingly.

Child Abuse Reporting Law Requirements: The statewide Abuse & Neglect phone number is 1-800-252-5400 to report any suspected abuse or neglect. My Small Wonders staff are REQUIRED by Texas State law and licensing requirements to report immediately to the police or Child Protective Services (CPS) any instance when there is reason to suspect the occurrence of physical, sexual, or emotional child abuse, child neglect, or exploitation. The staff may not notify parents when the police or CPS is called about possible child abuse, neglect, or exploitation, except on the recommendation of CPS or the police when they are called. Some examples of abuse and neglect are: leaving a child in a vehicle unattended, not securing a child in a seat belt or booster seat, unexplained marks or bruises on opposite sides of the body, and child hygiene issues. Our staff is trained annually in preventing and responding to child abuse and neglect. We also refer our staff and parents to the website, www.dcac.org for comprehensive information on this subject, including the warning signs that a child may be a victim, prevention techniques, and community resources. We also have a resource/referral paper in our school for parents that need additional information. Parents may contact Dallas Children's Advocacy Center at 214-818-2600. 5351 Samuell Blvd. Dallas Texas 75228 to obtain assistance and intervention.

Physical Activity: Physical activity and outdoor time is an important part of growth and development for children, as has been proven to strengthen bones, muscles, hearts and lungs. Research shows physical activity helps to improve coordination, balance, posture and flexibility. Children that have physical activity in combination with outdoor play as part of their daily routine, have healthier weight and greatly reduce the risk for heart disease, Type 2 Diabetes, and certain types of cancer. More information about the benefits of physical activity and play outdoors can be found at: <https://www.cdc.gov/healthyschools/physicalactivity/facts.html>

At My Small Wonders schools, Children participate in twice daily physical activity. The 30 minutes time slots of each classrooms' outdoor play is located on the classroom daily schedules. Outdoor and indoor play consists of both structured and unstructured directive. Teachers play and interact with children in both small and large group physical activity. Please refer to our curriculum manual for specific structured physical activity. These activities can be completed both outdoors and indoors. Please see page 7 of the parent handbook for more information on required appropriate clothing and shoes. For more specific information on when your child will be participating in physical activity and/or outdoor play, please reach out to your school's administration team.

In the event of inclement weather a list of alternate gross motor activities is available on the School Parent Board that children will participate in. The school weather chart is provided and is located on each school's parent board. It is used to help determine if the weather is permittable to play outdoors.

Inclement weather includes the following:

Extreme Heat: In the event of extreme heat, school administration and staff will refer to the weather chart and adapt outside schedules to fit the needs of the day, allowing for children to go outside during more adequate times of the day (earlier morning or later afternoon), and avoiding extreme hot times of the day.

Snow and Extreme Cold: In the event of snow or extreme cold weather, school administration and staff will refer to the weather chart and adapt their schedules to fit the needs of the day by either shortening the outside time, or moving outside time to more warmer times of the day. Staff will also be provided the option to have alternative gross motor activities that can be done inside.

Dangerous Storm: In the event of dangerous storm weather, school administration and staff will refer to the alternate gross motor activities chart which allow children to be provided with dedicated gross motor time inside.

Gang Free Zone 746.501(22): Under the Texas Penal Code, any area within 1000 feet of a child-care center is a gang- free zone, where criminal offenses related to organized criminal activity are subject to harsher penalties. My Small Wonders is a GANG FREE ZONE.

Hearing and Vision Screening: For possible vision and hearing problems are required by the Special Senses and Communication Disorders Act, Texas Health & Safety Code, Chapter 36, for children who are 4-years old. A copy of the results of these screenings must be kept in the children's files.

Medication Policy: My Small Wonders does not dispense any over-the-counter medication. A MSWI Manager with training in administering medication will only administer medication that has a valid non-expired prescription and is in the original packaging with the child's full name and for the amount listed on the medication. Medication will only be administered once a day at NOON. (In special situations; ie. Nebulizer use, we will administer according to doctors' orders.

Water Policy: My Small Wonders will notify parents in advance of any water activities and permission is required for participation in all water activities, if provided, such as sprinkler play, splash pads, or swimming. Children are required to have a change of clothing including a towel for water play (some schools may require water shoes).

Animal Policy: Parents will be notified in writing when animals are or will be present. We will ensure the animals do not create unsafe or unsanitary conditions, that children do not handle any animal that shows signs of illness, such as lethargy or diarrhea; and that caregivers and children practice good hygiene and hand washing after handling or coming in to contact with an animal and items used by an animal, such as water bowls, food bowls, and cages. We will have a statement of health from a local veterinarian at your child-care center for dogs, cats, ferrets, and other animals other than small rodents, such as guinea pigs, mice, and hamsters. We will have documentation showing dogs and cats have been vaccinated.

Sunscreen/Insect Repellent Policy: Parents are required to provide any Sunscreen/Insect Repellant and document annual permission and procedures for applying. All sunscreen/insect repellants will have the child's first and last name on the original container.

Breastfeeding Policy: My Small Wonders provides a comfortable place with a seat for mothers to breastfeed their child if they choose to do so. Parents may also provide breast milk for their child to be served while in our care. Our staff members are required to participate in annual training regarding best practices for handling breast milk. Our centers provide parents with additional resources on breastfeeding.

Employee Immunization Policy: My Small Wonders does not require employees to have specific immunizations.

Children Immunization Policy: My Small Wonders requires children in care to have immunizations current as required by the state of Texas.

Suspension/Expulsion Policy: My Small Wonders reserves the right to terminate care for a child for discipline problems at any time. My Small Wonders partners with parents to provide the best possible outcomes for all children and we use an Individualized Action Plan that is put into place for children displaying behavior problems. We use observation tools, documentation and positive cooperation is required from the family when dealing with disruptive behavior. We feel that consistency from all parties involved is the best way to handle these issues. We may also suspend care for non-payment of fees, inappropriate behavior by a parent, family member, or a child, such as verbal abuse, threats, or physical abuse.

Safe Sleep Policy: We are committed to providing a safe sleep environment EVERY DAY an infant is brought into our care. Infants MUST be placed to sleep on their backs in a CPSC-approved crib. If an infant falls asleep outside of the crib, they must be moved to a crib and placed on their back to sleep. Infants must NEVER be placed to sleep on a soft bed. Restrictive equipment is NOT an approved safe sleep environment.

Parental Notifications: Open Communication with parents is very important to children's success. My Small Wonders has multiple ways of communicating with parents. In some situations, parents may be asked to sign documents acknowledging that communication has taken place. Here is a list of the ways we communicate with parents: - Our electronic monitor located in the front lobby - Daily emailed reports with MSW Moments- Written memos placed in your child's weekly folders - Social media site such as Facebook - MSWI Website - Text Messaging - Verbal communication with the child's teachers and director - Written notification on the front door or in the lobby area. Parents can change information in the MSW Moments app without speaking to the admin staff.

Enrollment Policy: The Director has a checklist that is used to ensure all parents are informed of the enrollment procedures and are provided with all proper documentation to enroll.

Termination Policy: My Small Wonders reserves the right to terminate a child for the following reasons (but not limited to):

- Failure to pay
- Routinely late picking up a child
- Lack of parental cooperation
- Serious illness of a child
- Physical or verbal abuse to any person on the property
- Our inability to meet the child's needs
- Lack of compliance with regulations

Once a written warning is given, our programs administration has the right to give written notice of immediate termination where extreme circumstances affect the well-being of the provider or other children in attendance. Parents who would like to withdraw their child from the program must give a two week's notice.

Screen Time: Electronic media is only used for educational purposes. All screen time is based on meeting educational goals, age-appropriate, and ad-free. Screen time is not used during meal times. School-aged children who need technology to complete their homework will be provided with technology free of time restrictions.

Parent/Teacher Conferences: My Small Wonders offers two conferences per year; however, Parents are invited to contact the director to schedule a conference at anytime to discuss any concerns as needed. During conference time, each parent will receive information on their child developmental assessments conducted by the teacher.

Recommended Clothing and Footwear: Children must be in alignment with our current shoe policy, specifically regarding the mandate for closed-toe footwear. Children should not wear slippers, slides, flip flops, open toe sandals, and Crocs must be worn in sport mode while playing freely and safely withing our programs. Children must be provided with the proper weather appropriate clothing while playing freely and safety outdoors.

Emergency Preparedness Plan: A copy of our Emergency Preparedness Plan is available at the school. In the event a parent is present in the building during an emergency, My Small Wonders will ask parents to participate accordingly.

The Operational policies of My Small Wonders were discussed with me. I was given a copy of the Parent Handbook and other pertinent policies when my child enrolled in the program. I have reviewed these policies and understand that they are part of my contractual agreement with My Small Wonders. I understand that I will be notified of any changes to the policies. All policies are reviewed and updated annually as needed.

AUTHORITY TO SIGN: BY MY SIGNATURE BELOW, I REPRESENT AND COVENANT TO SCHOOL AND MY SMALL WONDERS THAT:

- I have received, read, understand, and agree to the terms of the Agreement, including the Family Handbook and this Family Agreement, for myself and for my child;
- I have the authority to sign this Agreement for myself and on behalf of my child;
- I am legally authorized to enroll my child in School;
- The information above is true and complete; and
- If the approval of any other person is required to execute this Agreement on behalf of my child and/or to enroll my child in School, I have secured the signature of that person below as well.

Parent/Guardian 1 Signature

Parent/Guardian 2 Signature

Date

Date