## Family Handbook





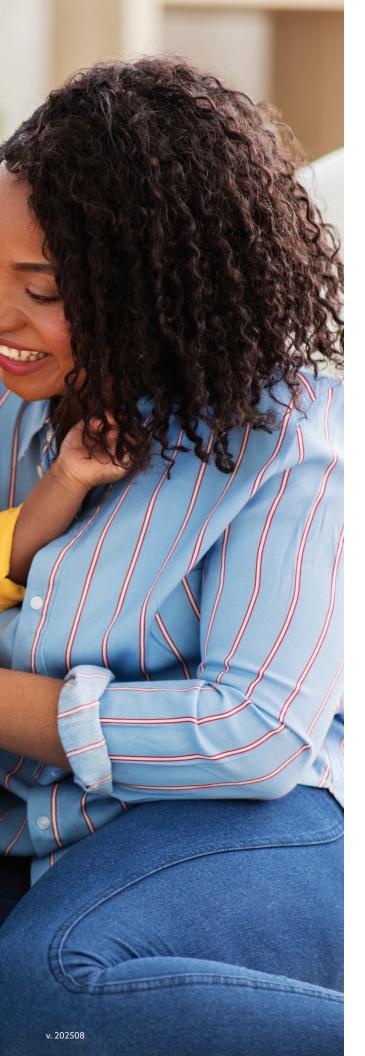
## Welcome to My Small Wonders!

We are glad that you have chosen us to provide safe and stimulating early care and education to your child. At My Small Wonders, we believe in working with communities and families to offer individualized opportunities for all children. Our specially trained teachers are dedicated to helping children develop the skills essential for success in school and in life through creative, handson experiences. Our research-based curriculum allows children to experience social interaction, discovery, problem solving, and creating, all in the context of FUN!

This Family Handbook and Agreement (the "Handbook") is your guide to our program. It is also part of the contractual agreement between you as the caregiver (the "Caregiver" or "you"), My Small Wonders, Child Development Schools, Inc., Child Development Schools Group, LLC, and each of its affiliates, for example Child Development Schools Texas, LLC., and each My Small Wonders school (the "School" or "My Small Wonders") at which you have enrolled a child. The Handbook, together with the Family Agreement and any addendum or policy issued by the School, governs the terms of your child's enrollment and attendance at the School, your financial responsibility, and the expectations we have of each other in relation to your child and the School. Capitalized terms used in both this Family Handbook and the Family Agreement have the same meaning throughout. Please save these materials for future reference. We hope that they will help you better understand the policies, procedures, and goals of the School and My Small Wonders.

We look forward to getting to know you and your child.







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## **Supporting Your Child's Transition to School**

Many young children are anxious about new experiences, especially starting at a new school. Our teachers and staff will work to make your child's adjustment as smooth as possible. The following suggestions may help make your child's transition easier.

- Consider visiting the school for a brief period before your child's first day. Arrangements can be made for your child to share lunch or story time with his or her new friends before the first full day.
- Talk to your child in an excited way about My Small Wonders. Tell your child exactly what will happen several times before the first morning. Let him or her know that the teachers will help make school days fun.
- Listen to your child's feelings about going to school and encourage him or her to feel good about this new experience. Please share any concerns or fears that your child may have with the teacher.
- If you feel sad when you leave the first few times, please try to hold your tears until your child is out of sight. Most of us have had that experience and can identify with your feelings. While it is hard not to show your emotions, it is best for your child to know that you feel good about leaving him or her at School.
- Please feel free to call and check on your child. We will let you know how your child is adjusting.

The Family Agreement, any addendum, and a feeding plan (if required) must be completed and returned to the School on or before your child's first day of enrollment. You must notify the School in writing of any changes regarding your child's medical information, allergies, feeding plan (if required), emergency contacts, authorized pickup information, legal or custody information, of the need for accommodations and of any change to your contact information by the next day your child attends the School.

If your child permanently leaves the School for any reason, you must provide us with contact information that will be valid for at least the next 90 days. If you do not, neither the School nor My Small Wonders are responsible for any delay in communicating with you regarding final financial settlement or any other matter.



## Drop Off and Pick-Up Procedures

#### ARRIVAL AND DEPARTURE

Caregivers must accompany their child to the classroom or designated drop-off area each day and notify the teacher upon both arrival and departure.

#### **SUPERVISION**

Children must remain within arm's reach and direct sight of their caregiver while entering and exiting the building.

#### AUTHORIZED PICK-UP

Your child will only be released to a caregiver or an authorized individual listed on the Enrollment Application or provided in writing. Authorized individuals must be known to staff or present valid photo identification. Valid photo IDs may be required for multiple pick ups for safety reasons.

#### SIGN-IN AND SIGN-OUT

All drop-offs and pick-ups must take place at the school's designated area using official sign-in/sign-out procedures. This may include a paper form and/or electronic touchpad, depending on your location. Daily sign-in and sign-out are required.

#### DIRECT CONTACT REQUIRED

Pick-ups and drop-offs must include a direct check-in or checkout with your child's teacher or a designated staff member. Silent or unattended transitions are not permitted.

### We Are Your Partner

Unless prohibited by a court order or otherwise restricted by the School due to safety concerns, Caregivers are welcome to visit their child at any time of the day. You are very welcome here! Caregivers who are able to comply with the School's volunteer policies are encouraged to volunteer in their child's classroom. The children will benefit greatly from your participation. Examples of opportunities for you to volunteer include going along on special activities or field trips; helping with meals; making classroom materials; reading stories; speaking to the class about your special hobbies or interests; or donating materials for art projects, the home living center, etc.

We hope that you will participate in Family conferences and meetings. If you have a concern about your child and would like to request a conference, please speak to the Director. Good communication between Caregiver and teacher is essential. Caregivers are asked to share any pertinent information with the Director.

We always encourage Caregivers to ask questions and make suggestions. For more information about our commitment to Caregiver communication, please see the Resolving Caregiver Concerns section of this Handbook.



## **Things You Should Know**

## What to Send With Your Child

Caregivers are asked to send a change of outer and under clothes, including socks, diapers and wipes (if applicable), labeled bottles with caps (if applicable), and a light blanket for nap time (with the exception of infants 6 weeks-12 months). Caregivers may be asked to bring cot sheets upon request. All items should be labeled with your child's first and last name. We ask that you not allow your child to bring toys from home because they may create jealousy and tension among the other children. However, if your child uses a soft toy for comfort at nap time, you are welcome to bring it. My Small Wonders is not responsible for any items brought from home.

Students are expected to leave all electronic devices at home and not use any device to photograph, audio record, video record, or live stream (or otherwise transmit) the words, likeness, image, or actions of any other person at School, including on School buses, on field trips, or at any other event at School.

## Clothing

Children will spend time indoors and outdoors daily, weather permitting. Please dress your child in washable play clothes suitable for all types of activities, including

painting and eating.

We ask that you ensure that closed-toed shoes with at least a strap on the heel are worn by children when they come to school. Please label all apparel. Every child should have a full change of clothing in their assigned cubby or locker.

If your child regularly comes to the School without appropriate and sufficient clothing or grooming, the School may require you to address the issue before allowing your child to return to School.

My Small Wonders is not responsible for lost or damaged clothing or other personal items. Please check the lost and found if an item is missing. Infants and toddlers are not permitted to wear earrings or jewelry, and teething necklaces are prohibited.

We discourage all children from wearing jewelry to school, and teachers may remove jewelry for safety reasons.

## **Fingernails**

Please keep your child's fingernails trimmed and well-groomed at all times. Proper maintenance will reduce the incidence of children scratching themselves or others. This is especially true for children aged two and under. You will also help reduce the spread of germs while assisting your child with hand washing skills.

### Meals



You are the most important teacher your child will ever have. By working together, you and your child's caregivers can help your child establish healthful food habits that will last a lifetime. By practicing proper health habits, including healthful eating, you can give your child a head start on a healthful lifestyle.

The School offers healthy, nutritional meals to support children's growing bodies and minds, and School staff are diligent to ensure safe meal practices. The School is a tree-nut and peanut-free center, as it is not uncommon for the School to have multiple children with food allergies who may be affected by exposure to foods eaten by others. If your child has a known food allergy, we will partner with you to develop a plan and will make reasonable efforts to accommodate specific needs.

Caregivers of children at Schools participating in the federal Child and Adult Care Food Program (CACFP) are required to provide additional income information, which will only be used for CACFP eligibility and audit purposes. This documentation includes, but is not limited to, the Income Eligibility Form (Meal Benefits Form) or equivalent, as directed by the School.

Children must finish any outside food or drink before entering the School. My Small Wonders discourages food from home being brought into the School, except when a child requires a special diet because of a medical condition or lifestyle preference (e.g., vegetarian). Special diet requests must be presented in writing, preferably in the Family Agreement, and the School reserves the right to require supporting documentation. The School will make reasonable efforts to accommodate special diets, but if the School is unable to make an accommodation, Caregivers may be required to send meals from home. Meals provided from home must meet USDA guidelines for nutritionally-sound and well-balanced meals. If food is provided from home, it must be provided consistently every day and must be labeled with the child's name and the date. As the School promotes healthy eating practices, please do not send chips, snack food, sweet desserts, or carbonated beverages to school with your child.

#### **Infant Meals**

Schools that participate in the CACFP offer a single type of formula, baby food, and iron-fortified infant cereal to all infants. Caregivers who wish to provide breast milk or formula from home must provide it in clean bottles labeled with the child's first and last name, contents, and date. Bottles sent from home will be refrigerated at the School and discarded if left at the end of the day. Caregivers of infants in CACFP-participating Schools must complete CACFP infant paperwork as part of the enrollment process.

The School will work with you to ensure you have a comfortable and calm environment if you are nursing. Please discuss your needs specifically with your School Director, and consult your Family Agreement for information on additional breastfeeding resources that may be available to you.

### **Rest Time**

Infant through pre-school age children will be provided with a nap or rest time daily. We encourage your child to rest during that period. The School provides some bedding including crib sheets, but you may be asked to bring cot sheets. Light blankets may be brought from home for children older than 12 months. No blankets will be allowed in cribs for children under 12 months. All bedding must be labeled with child's first and last name in addition to being laundered weekly.

The School will use reasonable efforts to follow the guidelines below for infants ages twelve (12) months and younger:

- Infants will be placed to sleep on their backs. The School is unable to accommodate requests for exceptions to this policy, except (where state regulations allow) in case of medical necessity certified in writing by the child's physician.
- Infants will be placed to sleep in a crib, with no swaddle, light blanket, pillow, wedge, or other item except an appropriate crib sheet and pacifier. Infants may be placed to sleep in an approved sleep sack if requested. Caregivers may be asked to provide the approved sleep sack. Infants who fall asleep outside of a crib will be moved to a crib as soon as possible.
- Caregivers should notify the School when an infant is able to roll over on without assistance. Once the School receives written notice from a Caregiver that an infant is able to roll over unassisted, if the infant rolls over during sleep, he or she will be allowed to remain in that position.

Infants will be placed on their stomachs to play each day for "tummy time." This experience can help infants develop strong neck and shoulder muscles and promotes motor skills. Tummy time can also prevent the back of the baby's head from developing flat spots. During tummy time, a teacher will be near the infant and engaged with the infant. Infants will be placed on a soft surface such as a carpet or foam pad, or on the lap of their caregiver, for tummy time. State-specific guidelines related to tummy time that include additional requirements must also be followed.



### **Transition Time**

Many transitions occur in a child's young life. At My Small Wonders, our goal is to help your child progress in a secure and developmentally appropriate way. When your child transitions to a new classroom, we encourage you to be involved by talking to him or her about the process and by sharing special ideas, interests or concerns with your child's new teachers. Together we can create a sense of security and excitement for your child.

### **Attendance**

We ask that all children enrolled in a School attend on a regular basis and arrive at the Drop-Off Time listed in the Enrollment Application. If your child will not attend as scheduled or will miss School-provided transportation any day, please notify the School at least two hours ahead of time. Tuition is due in full whether or not the child attends. Tuition will not be prorated or discounted due to any absences and scheduled facility closings.

### **Celebrations**

We encourage you to celebrate birthdays and holidays with your child. We are happy to suggest healthy snacks such as crackers, fruit, party mix, etc. instead of sweets or sugary snacks. If you would like to celebrate an occasion

with your child's class, please discuss the time and event with the Director. Unfortunately, we are restricted from allowing rubber and/or mylar balloons or homemade (made in your home kitchen) cakes or foods in the School.

## **Holidays**

The School operates year-round, Monday through Friday, except holidays and professional development days. The School will be closed on the following holidays.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day

The School may also close on other holidays and on professional development days but will notify Caregivers in advance of those closures. Because tuition rates and staffing needs are calculated on a weekly basis, tuition credits or refunds are not available for holidays, professional development days, or other unscheduled School closures. Additional holidays may be listed in your Family Agreement.



## Unexpected School Closures

If the School is required to close unexpectedly for inclement weather or other reasons before the school day begins, the School will attempt to notify Caregivers in advance using the School's emergency plan and/ or local news media. If the School is required to close unexpectedly during the School day, the School will notify Caregivers through the App, phone, and/or by text messaging and, if necessary, will notify emergency contacts using available contact information. Please refer to the School's emergency plan for information regarding emergency pickup locations and information about My Small Wonders transportation in emergencies. If local public schools are closed for inclement weather, our bus fleet will not operate. No tuition waivers or credits will be given in the event of an emergency school closure or inclement weather.

## **Video Monitoring**

As part of School's overall campus safety and academic program, video recording equipment may be in use at the School. School policy does not permit the use of recording equipment in restrooms. Video images captured at School are not used for marketing purposes, viewing is not accessible to Caregivers, and the footage is not

retained. By enrolling your child at School, you consent to the School's capture of video and photographic images of your child for academic, internal, or security purposes. All persons who come onto the School campus understand and agree that the School may also capture video and photographic images of them for internal or security purposes.

## Outdoor Play and Physical Activity

Daily outdoor play is an essential part of early childhood development. Research shows that fresh air, movement, and exposure to nature support healthy physical growth, emotional regulation, and cognitive development.

Children will go outside each day, weather permitting, for active play and exploration. Outdoor time will be modified or moved indoors during unsafe weather conditions, such as rain, lightning, or extreme heat or cold.

Please dress your child appropriately for the weather, including coats, hats, gloves, or sun protection as needed.

Note: Outdoor time will not be modified for common illnesses such as colds or mild congestion. If your child is not well enough to participate in outdoor play, we ask that you keep them home until they are fully able to engage in all parts of the daily routine, including outdoor activities.

If your child has a documented medical condition or disability that requires them to remain indoors, please notify the School in writing. We will work with you to determine reasonable accommodations when possible, based on staff availability and supervision needs.

Outdoor play is not just a break—it's a vital part of learning and well-being.

## **Technology**

At our School, screens and tablets are not used as a substitute for active learning experiences or as a means of entertainment. However, when tablets are used appropriately, they can enhance learning experiences and can meaningfully supplement the curriculum. The primary use of tablets in classrooms is to document curriculum activities and care routines for families.

Children three years or younger are prohibited from using tablets in our School. Children four years and older can use tablets for educational purposes only, and the usage is limited to fifteen minutes in duration. Teachers monitor and supervise tablet usage in classrooms and are responsible for providing support as needed to maximize learning opportunities.

## **Field Trips**

The School organizes field trips from time to time and will provide Caregivers with advance notice of scheduled field trips. Because field trips take place during the school day, all children in attendance on the day of the field trip must participate. If you do not wish for your child to participate in a particular field trip, or if you have not signed the Field Trip Consent portion of the Family Agreement, you must arrange for your child to be picked up from the School at least one hour before the trip is scheduled to leave. Occasionally, a nominal fee may be charged for a field trip, which must be paid in advance. Caregivers are invited to participate in all field trips. However, all children must travel to and from field trips in School vehicles operated by School employees and may not be dropped off or picked up at the field trip location.

## Transportation Program

During the school year, My Small Wonders provides transportation to and from the local public and private schools. In addition, certain locations provide fee-based transportation to and/or from the home as arranged by the Caregiver. If you need transportation services, please see the Director for a listing of the local public and private schools that we currently serve in your area.

## **Transportation Policies**

Any child who is transported in a My Small Wonders vehicle will abide by the following safety procedures.

- Children will be picked up and dropped off in a designated area.
- Children waiting for the vehicle must remain in the designated area until we arrive at that location.
- Any child riding our vehicle will be seated in a seat and restrained by a seat belt or other seat restraint system as required by law based on the child's age and weight.
- Children are expected to act in an orderly manner.
- Continued disruptive behavior by any child on the vehicle may result in termination of transportation and/or childcare services. Caregivers must notify the School one hour in advance if their child will not ride our transportation on a regularly scheduled day. Transportation fees will be added for late or no notice to the center if the child is not being picked up that day.
- Children will be expected to comply with all instructions of School personnel while traveling in a School vehicle.
- Children must arrive at the designated pick-up location before the pick-up time. Drivers of School vehicles will use reasonable efforts to arrive and depart on time and will not wait for children who are not in the pick-up area at the designated pickup time.

## Payment Policy & Agreement

By signing this handbook, you agree to pay all tuition and related fees as set forth by My Small Wonders. I further acknowledge that all costs of care are my responsibility. If my child receives subsidized tuition, I agree to pay any amount the third-party refuses to pay or can no longer pay, where permitted by state agency. Each time you make a payment, you are entitled to a computer-generated receipt. If you do not receive a receipt in a timely manner, please request one from the School Director. In addition, you may request detailed statements of the charges and payments on your account. Please review any receipts and statements carefully. You must notify us in writing of any errors on a receipt or statement of account within 30 days of the receipt or statement being made available to you. If you do not, you agree that the receipt or statement is accurate and may be relied upon by the School, and you thereby waive any claim to any refund.

Our general financial policies are set forth below. Please carefully review the Payment Terms section of your Family Agreement for any additional terms that may apply to your School. Failure to pay may result in late fees, suspension, or termination of enrollment.

#### **REGISTRATION FEES**

Registration fees are due at initial enrollment and annually occurring after that.

#### **PAYMENT METHOD**

All payments must be made via credit card accepted by the School; checking account ACH (to account designated by School); or through the App (in some locations). Cash, checks, and money orders are not accepted. In some states, a processing fee may also apply to Credit Card usage. We reserve the right to modify applicable payment after notice.

#### PAYMENT DEADLINE AND LATE PAYMENTS

Payment for the week is due at the time your child is dropped off for School on Monday or the first day School is open for the week. If payment is not received by 5:00p.m. local time on Monday (or the first day School is open for the week if the School is closed on Monday), the Late Payment Penalty will be assessed. If payment is not received by 6:00 p.m. local time on

Tuesday (or the second day School is open during the week if Tuesday is not the second day), the School may refuse to allow the child to attend until payment is made in full. The child may be disenrolled for nonpayment. If a child is disenrolled for nonpayment, a new Registration Fee will be required before the child is eligible for reenrollment. Unpaid amounts will accrue interest at the rate of 1.5% per month, compounded monthly, until paid in full. Other NSF (Non-Sufficient Funds) or returned check fees may apply for any payments that are declined or returned. The center has the right to pursue all unpaid debts through an internal or external collections process.

#### **VACATION WEEK CREDITS**

Each child is allowed one Vacation Week of five consecutive days per calendar year (January to December) after attending twelve consecutive months. If a family disenrolls and then re-enrolls, the 12 consecutive months start over. During a child's Vacation Week, the child must not attend School, but may remain enrolled without paying Weekly Tuition. The School must receive written notice of a child's intent to use a Vacation Week no later than seven days before the Vacation Week begins. Unless the School receives timely notice of a child's intent to use a Vacation Week, tuition will be owed in full despite non- attendance.

#### **OTHER TERMS**

The School's Weekly Tuition and other charges may change from time to time, and in any event, annually. Changes may be communicated via email, written letter, parent engagement app, or any other communication method the center may choose to employ. New Weekly Tuition and other charges are due when effective. The School may require reasonable evidence of eligibility for any discount (for example, verification of employment and pay records for corporate discounts) and of current participation in a childcare assistance program. Additional fees for field trips, special activities, and optional programs and associated meals, may apply and are due before the child participates in the relevant activity. Nonpayment of any amount when owed is a breach of this Agreement and may, at the School's discretion, result in disenrollment.



## **Caregiver Referral**

We appreciate your support and positive recommendations to friends and the community. My Small Wonders currently has locations in Oklahoma. Please check with your Director or our website at mysmallwonders.com to find the nearest location.

### Withdrawal

The School makes future staffing and purchasing decisions based on the number of children currently enrolled. As a result, a two-week written notice to the Director of the School is required if you choose to permanently withdraw your child from School. If you withdraw your child without two weeks' notice, tuition will continue to be due, and you agree to pay the tuition for the two weeks following your child's last day of attendance, and your child will be unenrolled at the end of that two-week period.

## **Smoke Free Policy**

Our policies are intended to provide children a smoke free and tobacco free environment. Our policies do not permit smoking or the use of any product containing, made or derived from tobacco, including e-cigarettes, cigars, little cigars, smokeless tobacco, and hookah, on the child care premises, in vehicles used to transport children, or during any off premise activities. The use of tobacco (including smokeless tobacco and vaping), illegal drugs, and alcohol is not permitted by our policies on

all School campuses and during School- sponsored offcampus activities.

## **Handbook and Policy Changes**

This Handbook is updated annually. Each Handbook version is designated by the year and month the update was completed (ex. "v. 202508"). From time to time. the School may amend this Handbook and/or School policies and may implement new policies or discontinue existing policies. Any such change is effective on the date the change is implemented, and the School will make any changes available to Caregivers within 30 days of implementation. If events outside the School's reasonable control affect School operations, the School may modify its operations, policies, and procedures until such events abate as the School in its sole discretion deems necessary.

## **Child Abuse or Neglect**

Our goal is to protect the children in our care. It is the policy of the School and of My Small Wonders to comply with applicable laws regarding the reporting of suspected child abuse or neglect and to cooperate with government investigations of suspected abuse and neglect. You agree that we may also honor a request from government authorities to interview your child at School regarding an investigation into suspected abuse or neglect.



## **Resolving Caregiver Concerns**

My Small Wonders and the School deeply value feedback from members of our School community and find that many concerns, which might become conflicts, can be addressed through clear and direct communication. As a result, we have a formal process to address concerns raised by Caregivers and other members of the School community. Following the steps below helps to ensure that your concerns are heard by those who are in the best position to address them. While the Caregivers and My Small Wonders agree to follow the Four-Step Communication Process below, there are two important exceptions. First, we take all concerns around abuse and neglect seriously. Any suspected child abuse or neglect should be immediately reported as required by law. Please report suspected child abuse or neglect to our company's Family Services Hotline at 1-855-792-6980. Second, if you believe that a condition at the School places any person in danger, please immediately report that condition to the School Director or, if he or she is unavailable, to the Family Services Hotline.

#### FOUR-STEP COMMUNICATION PROCESS

**1.Meet with the appropriate staff person.** If you are concerned about something a teacher or other School staff member did or said or about a classroom incident, please share your concerns with that staff person first. To avoid miscommunication, we suggest an in person meeting or phone call rather than an e-mail or text.

- 2.Meet with School Director. If meeting with the appropriate teacher or other School staff person does not fully address your concern or if you are uncomfortable sharing your issue with that staff person, you may share your concern directly with the School Director. The School Director may not be familiar with the situation and so may need time to look into the matter before responding. If you have not received a response or update from the School Director within a timely manner, please call the School Director to follow up..
- 3.Call the Family Services Hotline. After working through your concerns with your School Director, if you would like to discuss further, please contact our Family Services Hotline at 1-866-521-5437 to have your issue escalated to a District Manager, and/or a member of the Human Resources Team. Provide as much information as possible about what happened, the names and contact information of any witnesses or others who have relevant information about your concern, the steps you took to try to address it, and any responses you received. A Family Services Specialist may request that copies of any relevant documentation that will help to explain your concern be provided via email.
- **4.Follow up on issue if needed.** If the School has not dealt with the issue in accordance with your concern, then please call the Family Services Hotline to follow up or email familyservices@mysmallwonders.com.

# Inappropriate or Disparaging Communications

Caregivers and My Small Wonders agree to use the Four-Step Communication Process to resolve disputes and concerns. As such, Caregivers agree not to publish to any other person or entity, in any public forum, including on social media, any defamatory, false, or disparaging remarks, comments or statements concerning the School or My Small Wonders, its business, or any of its employees, officers or directors, or any of its associated third parties, now or in the future. Caregivers agree not to approach or talk to other children about a situation or matter involving the school. Caregivers' refusal to follow the required Four-Step Communication Process may result in termination of childcare services, in My Small Wonders' sole discretion. Nothing shall prevent or in any way restrict the two important exceptions set out above to immediately report

(i) child abuse or neglect; or (ii) any unsafe conditions.

## **Disputes**

The Four-Step Communication Process is designed to help us work together to address most Caregiver concerns collaboratively. In the event it does not and a concern develops into a Dispute, the procedure set out in this section is the exclusive means of pursuing that Dispute. "Dispute" means any claim, controversy, or dispute of any nature whatsoever arising out of, involving, relating to, or concerning: the School or any act or omission occurring at School or during any School-sponsored transportation or activity; My Small Wonders; any act or omission of any agent or employee of the School or My Small Wonders; the Family Agreement; this Family Handbook; or the child's attendance at, participation in, or travel to or from any School activity, which is asserted by the child, Caregiver, or anyone acting for or on behalf of either of them or otherwise asserting a right arising from or relating to this Handbook, the Family Agreement, or any relationship created thereby (including any guardian, legal representative, administrator, estate, conservator, heir, successor, trustee, or assignee) (each a "Claimant"

or "you").

- **1.Written Notice of Dispute:** Any Claimant must first send a written notice of a Dispute to the District Manager. This written notice must include all information required in Step 4 of the Four-Step Communication Process.
- 2.Formal Mediation: If the Dispute is not resolved within 30 days of the District Manager's receipt of your written notice, and a Claimant wishes to pursue the matter further, the Claimant will submit the matter to non-binding mediation before a neutral third-party mediator. Mediation will take place in the Exclusive Venue identified in your Family Agreement. Each party who participates in the mediation will pay their own attorneys' fees (if any). The School will pay the mediator's fee. The parties will cooperate in good faith to jointly select the mediator and will consult the mediator roster of the American Arbitration Association if they reach an impasse on mediator selection. Each party agrees to attend mediation and to participate until the earlier of the scheduled end time of the mediation, the resolution of the Dispute, or the mediator's declaration of an impasse. If the Dispute is not resolved during mediation, a party may submit the Dispute to arbitration on the terms below no earlier than 30 days after mediation. Compliance with this paragraph is a condition precedent to initiating arbitration or filing suit (as applicable) in connection with a Dispute.
- 3. Arbitration: **THIS SECTION CONTAINS** AN ARBITRATION AGREEMENT. READ THIS SECTION **CAREFULLY.** Arbitration is a process in which an arbitrator, rather than a judge or jury, hears the evidence and resolves a Dispute. For purposes of this paragraph alone, the definition of a Dispute (above) also includes but is not limited to a claim or controversy asserted by the School or My Small Wonders against a Caregiver, child, or their representative. Any Dispute not resolved through mediation will be resolved through binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with its Consumer Arbitration Rules (the "Rules"). A single arbitrator agreed to by the parties or appointed by the AAA pursuant to the Rules shall decide the Dispute, and the arbitration will be conducted in the Exclusive

Venue. If the Exclusive Venue is not convenient for a Caregiver or child party, the arbitration may be conducted by electronic means in accordance with procedures for virtual arbitration established by the AAA or in the county of that party's residence upon the party's request and at the arbitrator's discretion. The substantive law of the Choice of Law State shall govern the arbitrator's determination of the merits of the Dispute. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction in any proper venue. In the event the AAA declines to administer the arbitration of a Dispute, the Dispute shall be arbitrated before a qualified arbitrator agreed to by the parties. If the parties are unable to agree, the parties shall request that the mediator who conducted the mediation of the Dispute select an ad hoc arbitrator, who shall be an attorney licensed to practice in the Exclusive Venue who has practiced law there for a minimum of 15 years, who has presided over at least ten arbitrations, and who has no financial relationship to any party or attorney in the Dispute and has no financial interest in the outcome of the Dispute. An ad hoc arbitration of a Dispute shall be conducted in the same manner as an arbitration before the AAA and shall be conducted in substantial compliance with the Rules. In any arbitration of any Dispute, the arbitrator shall have no authority to award punitive damages and each party waives any right to seek or recover punitive damages with respect to any Dispute resolved by arbitration. If the arbitrator nevertheless awards punitive, exemplary, special, consequential, indirect, or speculative damages, he or she shall have exceeded his or her powers conferred by this arbitration agreement, and the award of such damages may be the basis for vacating the arbitrator's award in whole or in part pursuant to 9 U.S.C. § 10. At the election of the Claimant and as the sole exception to our agreement that Disputes will be submitted to binding arbitration, a Dispute that seeks to recover no more than ten thousand dollars (\$10,000.00) in relief in any form (including damages, attorney's fees, and costs) may be brought in a court in the Exclusive Venue whose jurisdiction is limited to claims for monetary relief of ten thousand dollars (\$10,000.00) or less (i.e., a small claims court).

- **4.Litigation if Arbitration Unavailable/Venue:** It is the parties' express intent that the arbitration agreement contained in this Family Handbook be enforced to the fullest extent permitted by applicable law, pursuant to the Federal Arbitration Act. However, in the event of any litigation or other court action arising out of, related to, or in connection with a Dispute (a "Lawsuit"), the exclusive venue for such Lawsuit shall be the Exclusive Venue listed in the Family Agreement.
- 5.Jury Waiver: In the event of a Lawsuit, the Parties intentionally, completely, and irrevocably, for themselves and any other Claimant, WAIVE ANY RIGHT TO TRIAL BY JURY. THE PARTIES UNDERSTAND AND AGREE THAT ANY DISPUTE NOT RESOLVED THROUGH ARBITRATION WILL BE HEARD AND DECIDED BY THE JUDGE OF A COURT OF COMPETENT JURISDICTION IN THE EXCLUSIVE VENUE, ACTING ALONE AND WITHOUT A JURY.
- 6.Waiver of Damages/Limitation on Damages/Exemplary Damages: To the fullest extent allowed by applicable law, each party intentionally, completely, and irrevocably, for themselves and any Claimant, AGREES THAT THE DAMAGES AVAILABLE IN ANY DISPUTE OR LAWSUIT ARE LIMITED TO ACTUAL DAMAGES AND WAIVES ANY PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INDIRECT, OR SPECULATIVE DAMAGES.
- 7.Choice of Law: This Handbook, and any Dispute or Lawsuit, shall be governed according to the laws of the Choice of Law State listed in the Family Agreement, without regard to conflicts of laws principles. As an exception to the foregoing, the laws of the Damages Law State shall apply to the availability, award, and amount of any damages, including the applicability and enforceability of any waiver of damages and the award of any damages within the scope of such waiver.
- **8.Severability:** In the event a court, arbitrator, or other authority determines that any portion of this Resolving Caregiver Concerns section of the Handbook is illegal, void, voidable, or otherwise unenforceable, the offending words alone shall be stricken from the Handbook and the remainder of this Resolving Caregiver Concerns section shall be enforced as written.

### **Behavior and Positive Guidance**

The School community relies on all of its members — children, staff, teachers, Caregivers, and family members — to engage in appropriate and respectful behavior that supports the School's mission. When behavior fails to meet this expectation, the School uses positive guidance to promote positive behavior. In cases of serious or ongoing issues, the School may be forced to suspend or permanently disenroll a child.

My Small Wonders is opposed to bullying as it is contrary to the values and principles we work and live by. Our expectation is for your child to adhere to our policies and help us provide a safe and caring environment.

Generally, teachers will address inappropriate behavior in an age-appropriate way by verbally discouraging the behavior and/or redirecting a child to an appropriate activity. Short cooling-off periods followed by a discussion of the incident and appropriate behavior may be used with preschoolers and older children at the teacher's discretion. Corporal punishment is not allowed at the School.

If serious or repeated behavior issues develop, the School may notify Caregivers and provide copies of relevant incident reports, copies of which will be kept in the Child's file at the School. The School may also invite Caregivers to work with the School to prepare an Individual Action Plan for a child. The Individual Action Plan is used to determine cause for concern, based upon repeated or serious behavioral issues, to ensure the child's best interest is being considered, and to identify any reasonable changes to the School environment that may address behavioral concerns. The School, Child, and Caregivers are expected to implement the Individual Action Plan.

If an Individual Action Plan is not successful in addressing repeated behavior challenges, or in the case of behavioral challenges that the School determines to be very serious, the School may determine that the most appropriate response is to separate the Child from the School on a temporary (suspension) or permanent (disenrollment) basis. While the decision to separate a child rests solely with the school, the school will make every effort to assess whether reasonable alternatives are available and appropriate before doing so. Examples of behavioral challenges that may result in separation include, but are not limited to: a child's failure to adjust after a reasonable amount of time and multiple attempts using different strategies, uncontrollable tantrums or angry outbursts, physical or verbal abuse to staff or other children, and/or excessive biting. If a Child is separated from the School for behavioral reasons, full tuition must be paid for periods of temporary separation and no refunds will be offered for temporary or permanent separation.

The School reserves the right to take steps when the behavior of others in the community is disruptive, disrespectful, or abusive. While the School will generally rely on the Resolving Caregiver concerns process outlined in this Handbook to address Caregiver or family member concerns, in serious or ongoing cases, the School may be forced to limit a Caregiver's or family member's communication with the School or to permanently separate the Child involved from the School to protect the School community. Examples of Caregiver and or family member behaviors that may result in consequences include a failure to cooperate with a child's Individual Action Plan, a failure to attend School as scheduled for two consecutive weeks, a failure to complete required forms, including health and immunization information, and physical or verbal abuse to staff or other members of the School community.



## Child Injury or Illness While at School

Although My Small Wonders' sick child policy and School safety measures are effective in preventing many illnesses and injuries during the School day, we recognize that minor illnesses and injuries may nevertheless occur. If your child becomes ill or suffers an injury other than a minor bump or scrape while at School, we will attempt to notify you first and then your child's Emergency Contacts designated in the Enrollment Agreement or otherwise in writing for further instructions. You agree that if we are unable to reach you, we may rely on the instructions of your child's Emergency Contacts to address illnesses or injuries that do not appear to require urgent medical attention. We will use standard first aid methods to care for minor bumps and scrapes and will notify you of any minor injuries at the end of the day.

In the event of an illness that appears to require urgent attention, if we are unable to reach you, we will call an ambulance if it appears that medical attention may be required before the end of the school day. You understand and agree that, while our teachers are trained in basic first aid, they are not medical professionals and may use the judgment of a reasonable layperson in responding to your child's injury or illness. You also agree to indemnify and hold harmless the School, its employees and agents in connection with the rendering of basic first aid, and/ or in following your instructions, medical treatment, emergency treatment, or other care. As between you and the School, you are responsible for any charges for medical care required or received during the school day.

The School maintains Student Accident Insurance which covers qualifying medical treatment for injuries sustained by children while at School or during certain Schoolsponsored activities, up to a maximum dollar amount set by the insurance policy. Student Accident Insurance claims are processed by a third-party administrator, and





Caregivers and healthcare providers must follow the administrator's procedures in order to obtain coverage. If you do not receive information about how to file a claim within seven days of an accident at School or a Schoolsponsored activity, please request the Student Accident Insurance claims information from the School's Director or the Family Services Hotline (1-866-521-5437). CERTAIN DEADLINES APPLY. IF YOU DO NOT SUBMIT YOUR CLAIM BY THE DEADLINE, COVERAGE MAY BE DENIED. The School maintains Student Accident Insurance as a resource for children and their families. but is not obligated to do so and is not responsible for the availability of coverage, changes in coverage, coverage decisions made by the claims administrator or insurance company, any person's failure to comply with claim deadlines or procedures, any impact of Student Accident Coverage on the availability of benefits under any insurance policy or government program, or the availability of healthcare for a particular injury or illness. Student Accident Insurance coverage is available for qualifying accidents regardless of who is at fault and is not an admission or finding of liability.

If your child has a medical or other condition that requires a particular accommodation or response (e.g., an allergy that requires use of an EpiPen), you understand that you must notify us in writing in the Family Agreement or by providing the School other written notice. You also understand and agree that you must complete the Medical Authorization and Consent to Treat section of the Family Agreement before your child attends School.

YOU MUST NOTIFY THE SCHOOL IMMEDIATELY AND IN WRITING OF ANY CHANGE IN CAREGIVER. **GUARDIAN**, OR **EMERGENCY** CONTACT **INFORMATION.** In the event of change of information, we reserve the right to require state mandated supporting documentation.

## When You Should Keep Your Child at Home

To protect the health of the School community, children exhibiting the following illnesses or physical symptoms are not permitted to attend School until they do not have symptoms or meet the specific return-to-school criteria listed below. A child with any of the illnesses or symptoms listed below should not be sent to School, and a child who develops any of the listed illnesses or symptoms while at School may be sent home and should not return until the child is symptom free or in the case of fever and vomiting, at least 24 hours have passed.

#### **SYMPTOMS**

- Abdominal pain lasting for more than two (2) hours or with other symptoms
- Breathing difficulty, rapid breathing, and/or severe coughing
- Diarrhea in diapered children if stool is not contained in the diaper; in toilet-trained children, if diarrhea is causing "accidents" in any child, if the child experiences two stools more than usual during the school day (e.g., three or more stools in two hours)
- Fever (a) Any child who has a temperature of 100.4 or higher is considered febrile and will be sent home until fever free for 24 hours without fever reducing medication, OR (b) with abdominal pain, OR (c) with rash
- Head lice (may return when free of all lice and nits)
- Impetigo, ringworm, or trench mouth
- Mouth sores with uncontrolled drooling (unless certified noninfectious)
- Rash or hives over the body
- Red eyes with discharge
- Severe or harsh cough with green thick discharge from nose
- Severe pain or discomfort
- Sore throat
- Vomiting two or more episodes of vomiting in a 24hour period
- Weeping or bleeding skin lesions
- Yellow eyes or jaundiced skin

 Any temporary illness or injury that prevents the child from participating comfortably in activities or results in a greater need for care than staff can provide without compromising the health and safety of the other children at School.

#### **ILLNESSES**

- Campylobacter
- Chickenpox (may return when all lesions have dried or crusted, and no new lesions have appeared for at least 24 hours)
- COVID-19 positive test or potential exposure (may return when CDC or state/local guidelines allow)
- E. coli
- German measles
- Giardia lamblia
- Hemophilis influenza
- Hepatitis A virus infection
- Impetigo (untreated or uncovered)
- Measles
- Meningococcus
- Mumps
- Pertussis
- Rubella
- Salmonella
- Scabies (untreated)
- Shigella
- Shingles
- Strep throat
- Streptococcal pharyngitis ("strep throat")
- Tuberculosis (active infection)
- Whooping cough

#### **IMMUNIZATIONS AND PHYSICALS**

My Small Wonders' effort to protect the health and safety
of all members of the School community starts with the
requirement that all children receive all immunizations
and examinations required by state law before attending
the School. Please refer to your Family Agreement or
State Immunization and Physical Exam Addendum for a

list of requirements in your state. If you do not comply with the requirements in your state and with this policy, the School may separate your Child from the School until he or she has received the required immunizations or examinations.

• Exemptions: If the state in which the School is located permits exemptions to vaccination or other student health requirements, you are solely responsible for providing to the School in writing all materials required to request such an exemption. You understand that the School will require strict compliance with any state standard regarding such request for exemption and may decline your request for an exemption if the School determines in its sole discretion that you have failed to strictly comply with such standards.

#### DISCLOSURE REGARDING REPORTING

It is the policy of My Small Wonders and the School to comply with state and local laws that require reporting of certain communicable diseases.

#### MEDICATION ADMINISTRATION

If your Child requires medication during the school day, you must notify the School Director, complete the Medication Authorization section of the Family Agreement, and provide clear and specific instructions for administration, (including a written prescription if the medication is to be administered in a different manner or dosage than listed on the label). The School will review your request and determine whether the School staff are able to administer the medication as directed. If the School staff are unable to accommodate your request, the School Director will notify you to discuss whether alternative arrangements can be made. If the School is able to accommodate your request, the following guidelines apply:

 Medications will only be administered at the School's designated times, not to exceed twice daily, unless otherwise agreed.

- The Medication Authorization section of the Family Agreement must be current and complete.
- Except in case of emergency (e.g., rescue inhalers, EpiPen, etc...), School staff will administer medications at the interval directed on the package or prescription provided. School staff will not administer non-emergency medication on an "as-needed" basis.
- Medications must be brought to the School in their original packaging with visible dosage and administration instructions and placed in a sealed plastic bag labeled with the child's name.
- Caregivers are responsible for retrieving any medication at the end of each school day.
- If medication requires refrigeration or other special storage or handling, you must include that information in the Medication Authorization section of the Family Agreement and in writing when you drop off the medication at School each day.
- You understand and agree that School personnel are not medical personnel, are not responsible for determining whether to administer medication to your Child based on the Child's condition at the time, and may follow package instructions in administering medication you provide unless separate written instructions signed by a healthcare provider are given to the School with the medication each day.



## Child Custody and Legal Matters

We understand that, from time to time, families may experience disputes over child custody or other matters. For the health and safety of all within the School community, and to ensure School resources are devoted to all students, it is the policy of My Small Wonders and the School to avoid becoming involved in child custody disputes whenever possible. You agree that School teachers are not experts on parenting, child psychology, or family relations, and agree that you will not call any School employee to testify in any family law proceeding as an expert witness. In the event a School employee is a necessary fact witness in a family law proceeding, you agree that you will provide at least 60-days' notice of any hearing, deposition, or other setting; will notify the School Director in writing of your request for testimony before issuing a subpoena; and that it would be unduly burdensome, unreasonable, harassing, and costly to require a School employee to testify in a family law proceeding except in compliance with this paragraph. You agree that you will pay the School's costs of complying with any subpoena for documents or testimony issued on your behalf, including its attorneys' fees and the costs of substitute personnel. You agree that you are responsible for providing the School with a current, complete, signed copy of any court order that affects access to your child while at the School, or that prohibits your child from

being released to his or her natural or legal caregiver, and that the School is only responsible to act as a reasonable layperson would in attempting to comply with the clear and obvious terms of such an order. You consent to allow the school to honor any subpoena, court order or other similar official request.

### Records

Caregivers may request a copy of a child's enrollment paperwork, attendance records, and discipline records by sending a written request to the School Director. You understand and agree that it may take the School up to two weeks to process a request for records. In the event your request for records pertains to a legal matter, you agree that you will present your request in writing to the School Director and allow the School at least seven days to respond to your request before any subpoena is served or issued on your behalf. You understand and agree that School and My Small Wonders may use any information you provide in the Enrollment Application, Family Agreement, or otherwise, including personal information, to make enrollment decisions, determine eligibility for School enrollment and School programs, comply with required reporting in connection with accreditation, funding, and other programs in which the School and/or My Small Wonders participates, and to communicate with you regarding School and/or My Small Wonders operations and opportunities.

## USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail to

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

fax to (202) 690-7442; or

email to

program.intake@usda.gov.

This institution is an equal opportunity provider.





## Family Handbook Receipt Acknowledgment

#### Caregiver Acknowledgment

By my signature below, I represent to the School and My Small Wonders that I have received, have read, understand, and agree to the terms of the Family Handbook. I understand that the Family Handbook forms a part of our contract with the School and is a legally-binding document. I understand that the Handbook, together with the state specific Family Agreement and any addendum or policy issued by the school, governs the terms of my child's enrollment and attendance at the School, my financial responsibility, and the expectations we have of each other in relation to my child and the School. I understand that my child as well as each Caregiver of child must comply with the Family Handbook and extended policies within the state specific Family Agreement and other addendums issues by the School

Caregiver 1 Signature	Date	
Caregiver 2 Signature		



MySmallWonders.com

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