

# The Premier School of Pickerington, LLC

1229 N. Hill Road, Pickerington, Ohio 43147 www.thepremierschool.com

#### TO PARENTS AND GUARDIANS:

Please read this Agreement carefully. If you do not understand any part of this Agreement, feel free to ask a member of The Premier School management team about it. This Agreement establishes your legal rights and responsibilities, and those of The Premier School of Pickerington, LLC ("The Premier School"). Throughout this Agreement, the terms "you" and "parent" refer to the parent(s) or legal guardian(s) of the child enrolled in The Premier School, and the term "we" refers to The Premier School and its staff members. The term "school day" means a day when The Premier School is open and operating.

## **Membership Agreement**

This ENROLLMENT AGREEMENT (the "Agreement") is entered into by and between Premier School of Pickerington, LLC, an Ohio limited liability company and the following parent(s) and or legal guardian(s):

Parent/Legal Guardian 1	Home Phone	Work Phone
E-mail Address	Cell Phone	
Street Address	City, State	Zip Code
Parent/Legal Guardian 2	Home Phone	Work Phone
Email Address	Cell Phone	
Street Address	City, State	Zip Code

### For the care of:

Child's Name	D.O.B.
Child's Name	D.O.B.
Child's Name	D.O.B.
Child's Name	D.O.B.



The undersigned parent(s) and/or guardian(s) agree to enroll the above-identified children as members of The Premier School, and The Premier School agrees to accept such children, under the following terms and conditions:

## 1. Payment Information.

- a. Registration Fee. You agree to submit a non-refundable registration fee of \$100.00, due and payable upon execution of this Agreement.
- b. *Membership Fees*. You shall pay membership fees in the following amounts for each child as indicated by your initials on the schedule below:

Full Day/ Full Week Membership		
Initials	Age Group	Weekly Fees
	Infants I (0-12 Months)	\$ 282
	Infants II (12-18 Months)	\$ 276
	Toddler I (18-30 Months)	\$ 261
	Toddler II (30-36 Months)	\$ 254
	Preschool 3 (36-47 Months)	\$ 247
	Pre-K 4 (48-59 Months)	\$ 239
	Schoolage	varies

Full Day 3-Day Membership		
Initials	Age Group	Weekly Fees
	Infants I (0-12 Months)	\$ 205
	Infants II (12-18 Months)	\$ 200
	Toddler I (18-30 Months)	\$ 189
	Toddler II (30-36 Months)	\$ 183
	Preschool 3 (36-47 Months)	\$ 179
	Pre-K 4 (48-59 Months)	\$ 171
	Schoolage	varies

Partial Week Membership			
Initials	Age Group Attendance	Days of	Weekly Fees
	Attendance		-
		M-T-W-R-F	\$
		M-T-W-R-F	\$
		M-T-W-R-F	\$

All membership fees must be paid to The Premier School in advance of child attendance. You may pay membership fees up to one (1) week in advance minimum, and up to one (1) month in advance maximum. If any payment due is not received by 6:30pm on the Tuesday of the week of care for a child, you shall pay a \$10 charge per day the past due balance remains unpaid, and risk termination of membership to the Premier School of Pickerington.



#### 2. Methods of Payment.

Tuition may be made by check, credit card, debit card, or money order made payable to The Premier School of Pickerington, LLC. Payments may be mailed directly to The Premier School at 1229 N. Hill Road, Pickerington, Ohio 43147, or dropped in the tuition payment box outside the office. If paying with cash, the payment must be given directly to a member of The Premier School management team or designee. The Premier School will not be responsible for lost or stolen cash payments deposited in the tuition payment box.

There will be a \$25.00 fee for any check returned for lack of sufficient funds. In the event a second check is returned within any 365 day period, all tuition payments thereafter must be made in cash, or by certified check or money order made payable to The Premier School of Pickerington, LLC. All late fees will apply in the event of a returned check.

### 3. Termination of Enrollment for Non-Payment.

If The Premier School has not received the full payment of membership fees by the fifth (5th) day after payment is due, The Premier School may refuse to admit your child to The Premier School until you pay the amount due. If The Premier School has not received your payment by the tenth (10th) day after payment is due, the enrollment of all children identified in this agreement may be terminated and space will be given to another child.

## 4. Late Pick-Up Penalties.

It is important that all children be picked up **on-time**. If your child is picked up after 6:30pm, or 12:30pm in the event of a part-time membership, you will owe a late fee of \$45, per child, and you shall pay an additional \$1.00 for each minute beyond 6:45pm, or 12:45pm in the event of a part-time membership, that each child is not picked-up. This late pick-up fee must be paid within twenty-four (24) hours of occurrence. If your child is picked up late more than four (4) times in one calendar month, The Premier School will notify you of that fact, and your child's enrollment may be terminated immediately. If your child's enrollment is terminated due to late pick-ups, The Premier School will refund a portion of the membership fees, pro-rated on a daily basis for the portion of the period remaining after termination.

### 5. Changes in Tuition.

The weekly/monthly tuition rate is subject to change and you agree that you will pay the new rate after The Premier School gives you thirty (30) days written notice of such change.

#### 6. Absences.

a. *Illness*. You are responsible for paying the full membership fees for each week your child is enrolled in The Premier School, even if your child is absent. You must notify The Premier School by 9:30 a.m. if your child becomes sick and will be absent on a specific day. Notwithstanding the foregoing, in the event your child requires an extended absence of five (5) or more consecutive days due to illness, then only half of the applicable membership fees shall be due for such time period. You should notify The Premier School a week in advance if your child will be absent due to vacation.



b. *Vacations*. Children that have been enrolled a minimum of ninety (90) days shall be permitted five (5) free vacation days per year, per child, for which no membership fees will be charged. A member of The Premier School management team must be notified in writing at least two weeks in advance of any desired vacation date(s). If a child exceeds 5 (five) vacation days during a 365 day period, normal membership fees shall apply.

#### 7. Holiday Schedule, Training Sessions.

The Premier School will be closed on the following holidays; however, there will be no refund or credit of membership fees for these days: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, and New Years Day. Should a Holiday fall on a Saturday, the facility will be closed on Friday. Should a Holiday fall on a Sunday, the facility will be closed on Monday. In addition, The Premier School will be closed on the first Friday of each August for a one-day off site training session for Teachers and Staff of the Premier School.

#### 8. Weather Closings.

On rare occasions, it may be necessary to close The Premier School due to poor weather conditions. The decision to close The Premier School is at the discretion of the center's management team and is based on local road and weather conditions. We will make every effort to open our doors during our posted hours of operation. If road and/or weather conditions require a closure mid-day, parents/guardians will be notified and asked to pick up children. Appropriate Premier School Staff shall remain on site until the last child has been picked up, during times of early dismissal. Parents are advised to check The Premier School website, Facebook page, voicemail, and local television stations (channels ABC 6, WBNS 10tv, and FOX) for school announcements during times of inclement weather. On occasions of inclement weather, regular membership payment is expected.

#### 9. Withdrawal of Children.

You will continue to have the right to withdraw your child from The Premier School. Please provide at least two weeks written notice prior to withdraw. If you withdraw a child in the middle of the week or month, The Premier School will refund a portion of the membership fees, pro-rated on a daily basis for the portion of the period remaining after withdrawal. If any charges due to The Premier School (for late pick-up, returned check, etc.) remain unpaid at the time of withdrawal, such amounts will be deducted from any portion of membership fees refunded.

## 10. Termination of Membership by The Premier School.

The Premier School reserves the right to terminate the membership of any child, for any reason, or for no reason. The Premier School specifically reserves the right to terminate the membership of all children subject to this Agreement in the event any employee of The Premier School is hired by the undersigned Parents/Guardians for the provision of day care or babysitting services outside the terms of this Agreement. A written notice of termination shall be provided. The Premier School will refund the unearned portion of the membership fees, pro-rated on a daily basis for the portion of the period remaining after such termination. If any charges due to The Premier School (for late pick-up, returned check, etc.) remain unpaid at the time of termination, such amounts will be deducted from any portion of membership fees refunded.



#### 11. Incorporation of Parent Handbook.

You acknowledge receipt of the Parent Handbook of The Premier School, the terms of which are fully incorporated by reference herein, and further agree to abide by the terms and conditions contained therein. Failure to conform to the terms and conditions of the Parent Handbook may result in termination of membership by The Premier School. Notwithstanding the foregoing, in the event of a conflict between the terms of the Parent Handbook and this Agreement, then the terms of this Agreement shall control.

Initials	 	

#### 12. Indemnification and Liability Waiver.

ACTING ON BEHALF OF YOURSELF AND YOUR CHILD, YOU HEREBY WAIVE AND AGREE TO RELEASE ANY CLAIMS WHICH YOU, YOUR CHILD, OR YOUR CHILD'S HEIRS AND SUCCESSORS MAY HAVE AGAINST THE PREMIER SCHOOL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS FOR ANY AND ALL INJURIES, LOSSES OR DAMAGES TO YOUR CHILD, YOUR CHILD'S PERSONAL PROPERTY AND YOUR PERSONAL PROPERTY. BY SIGNING THIS ENROLLMENT AGREEMENT, YOU SPECIFICALLY LIMIT THE PREMIER SCHOOL'S LIABILITY TO THE AMOUNT COVERED BY THE PREMIER SCHOOL'S INSURANCE POLICIES. YOU AGREE TO BE RESPONSIBLE FOR, INDEMNIFY, AND HOLD HARMLESS THE PREMIER SCHOOL FROM AND AGAINST ANY CLAIMS, SUITS, JUDGMENTS, OR COSTS WHICH MAY BE BROUGHT AGAINST THE PREMIER SCHOOL, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF YOU OR YOUR CHILD.

#### 13. Additional Forms.

Prior to a child's enrollment at The Premier School, each of the following forms, which form a part of this Agreement and are fully incorporated by reference herein, must be fully completed and returned with this executed Agreement.

- The Premier School Family Registration Form
- Child Enrollment and Health Information for Child Care Centers (ODJFS01234)
- Child Medical Statement (ODJFS01305)
- Receipt of Premier School Parent Handbook

You agree to notify The Premier School and provide any additional information if there are any changes in the information you have supplied on any of the foregoing forms.

## 14. Severability Clause.

If any term of this Agreement is declared invalid or unenforceable, it will be severed and all other terms will remain effective to the extent that the original intent of the parties is preserved, and they will be construed as though the invalid term did not exist.

#### 15. Waiver.

If The Premier School fails to require that you comply with any term of this Agreement, The Premier School will not be deemed to have waived its right to demand strict compliance with any such terms, and The Premier School may later require that you comply with such terms after notifying you that it will require compliance.



## 16. Changes to the Terms of this Contract.

After providing at least thirty (30) days advance written notice to parents, The Premier School may amend the terms of this Agreement or that of the Parent Handbook to reflect changes in its standard policies and procedures.

The undersigned hereby certify that each is a parent and/or legal guardian(s) of the child or children listed above, and further certify that all of the information supplied on this Agreement and the Additional Documentation is true and accurate to the best of their knowledge.

Parent/Guardian Signature	Date
D (10 11 01	,
Parent/Guardian Signature	Date
A contod.	
Accepted:	
By:	
The Premier School of Pickerington LLC.	— Date
THE TRUE CONTROL CONTROL LEGI	