



WHOLE HEART MINISTRIES INC.

The Heart Academy Student Hubs

501(c)(3) Tax-Exempt Nonprofit Organization · Florida Nonprofit Corporation (Ch. 617, Fla. Stat.)
South Florida Headquarters · Hollywood / Broward County, Florida
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www.wholeheartministries.net/the-heart-academy-student-hubs

OFFICIAL POLICIES & LEGAL DOCUMENTS

The Heart Academy Student Hubs

Child & Youth Enrichment Programs (Ages 5–18) · Step Up For Students Approved Provider

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Document Title	Official Policies & Legal Documents — The Heart Academy Student Hubs
Legal Entity	Whole Heart Ministries Inc.
Program	The Heart Academy Student Hubs — enrichment courses for students ages 5–18
Tax Status	501(c)(3) tax-exempt under the group exemption of The Fellowship; Florida Nonprofit Corporation (Ch. 617, Fla. Stat.)
Headquarters	South Florida (Hollywood / Broward County), Florida
Scholarship Program	Approved Provider, Step Up For Students (Florida)
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Governing Law	Laws of the State of Florida, United States
Website	wholeheartministries.net/the-heart-academy-student-hubs

Introduction & Purpose

Whole Heart Ministries Inc. (“WHM,” “the Ministry,” or “the Organization”) operates The Heart Academy Student Hubs (“the Hub” or “the Program”), a child and youth enrichment ministry serving students ages 5–18 in South Florida. The Heart Academy Student Hubs offers character and heart-focused enrichment courses, including “Chosen & Confident” and “Heart of a Hero,” and is an approved provider under the Step Up For Students scholarship program in the State of Florida.

The policies and legal documents that follow are designed to safeguard the physical, emotional, and spiritual wellbeing of every student; to clearly state the rights and responsibilities of parents, guardians, students, and staff; and to ensure the Ministry operates in full compliance with applicable Florida law and the requirements of its scholarship partners. They are written to be legally rigorous while reflecting the warm, hopeful, and redemptive values at the heart of Whole Heart Ministries — that there is freedom and purpose for every heart.

APPROVED & FINAL. This document is the approved and binding official policies and legal document set of Whole Heart Ministries Inc. for The Heart Academy Student Hubs. The signed Acknowledgement & Agreement on the final page constitutes the binding agreement between the parent/guardian and WHM.

Defined terms. “Parent” or “Guardian” means the parent or legal guardian who enrolls a student and signs the Acknowledgement & Agreement. “Student” means any enrolled child or youth ages 5–18. “Staff” means employees, contractors, volunteers, and instructors of WHM, including the assigned course teacher. “Facility” means the premises in the Hollywood / Broward County area where Hub activities are conducted. “SUFS” means Step Up For Students.

1. Illness & Health Policy

The health and safety of every student is a sacred trust. This policy establishes clear expectations so that children who are unwell receive care at home and that the Hub environment remains healthy for all. By enrolling, the Parent agrees to comply with this policy in full.

1.1 General Health Standards

- A student must be able to participate comfortably in all scheduled activities, including outdoor and group elements, before attending the Hub.
- Parents must keep students at home when they are ill, contagious, or not well enough to benefit from the Program, and must notify Hub staff of any absence and its cause.
- WHM follows current guidance from the Florida Department of Health and the Centers for Disease Control and Prevention (CDC) regarding communicable disease management in youth settings.

1.2 Symptom-Based Exclusion

A student will not be admitted, or will be isolated and sent home, if they exhibit any of the following on the day of attendance or within the preceding 24 hours:

- Oral/forehead temperature of 100.4°F (38°C) or higher. A student must be fever-free for at least 24 hours without the use of fever-reducing medication before returning.
- Vomiting or diarrhea. The student must be symptom-free for 24 hours and able to keep food and liquids down before returning.
- Undiagnosed rash, skin sores, or eye discharge (other than mild allergy), or any rash accompanied by fever or behavioral changes.
- Persistent cough, difficulty breathing, or other signs of acute respiratory illness.
- Suspected or confirmed communicable illness, including but not limited to influenza, COVID-19, strep throat, conjunctivitis (pink eye), hand-foot-and-mouth disease, impetigo, or lice.
- Any symptom that prevents the student from participating comfortably or that requires more care than Staff can reasonably provide while attending to the group.

1.3 Returning After Illness

A student may return to the Hub when they are symptom-free for the required exclusion period, are well enough to participate, and — in the case of a diagnosed communicable illness — have a written release from a licensed healthcare provider or have completed the minimum exclusion period recommended by the Florida Department of Health for that condition.

1.4 Communicable Disease Reporting

Parents must inform the Hub Director in writing as soon as possible, and no later than 24 hours, if a student is diagnosed with a reportable communicable disease. WHM will notify parents of any known exposure to a communicable disease at the Hub while respecting medical confidentiality and applicable privacy law. The identity of the affected individual will not be disclosed except as required by law.

1.5 Medication Administration

- WHM Staff will not administer prescription or over-the-counter medication to a student unless the Parent has submitted a signed Medication Authorization Form naming the medication, dosage, timing, and prescriber, and the medication is supplied in its original, labeled container.
- Emergency medications (e.g., EpiPens, asthma inhalers, glucagon) must be supplied, current, and accompanied by a written action plan signed by the student's healthcare provider.
- Students may not carry or self-administer medication on premises except where expressly permitted in writing for emergency medications consistent with the student's action plan.
- All medication is stored securely and out of reach of students. Unused or expired medication must be collected by the Parent.

1.6 Allergies & Special Health Needs

At enrollment, the Parent must disclose all known allergies, dietary restrictions, chronic conditions, and special health needs on the Student Health Information Form. Parents of students with severe allergies, asthma, diabetes, seizures, or other conditions requiring an emergency response must provide a written emergency action plan and any required emergency medication before the student's first day. WHM will make reasonable accommodations in accordance with applicable law but cannot guarantee an allergen-free environment.

1.7 Medical Emergencies

In the event of a medical emergency, Staff will (a) provide immediate first aid within the scope of their training; (b) call 911 or local emergency services as appropriate; (c) contact the Parent and the emergency contacts listed on the enrollment form; and (d) authorize emergency medical treatment for the student if the Parent cannot be reached, as further provided in the Release & Liability Waiver. Parents are responsible for all costs of emergency medical care, including ambulance transport.

1.8 Immunization

WHM complies with Florida law regarding immunization documentation for enrolled students. Parents must provide the immunization records or a valid Florida Certificate of Religious Exemption (DH 681) or medical exemption as required by the Florida Department of Health. Records are maintained confidentially in accordance with the Privacy Policy.

1.9 Hygiene & Infection Prevention

- Staff and students practice regular handwashing and respiratory etiquette (covering coughs and sneezes).
- High-touch surfaces, shared materials, and restrooms are cleaned and sanitized routinely.

- Staff who are ill will not report to the Hub; substitute coverage will be arranged where possible.

1.10 Staff Responsibilities

The Hub Director is responsible for implementing this policy, maintaining health records, training Staff on infection-prevention and emergency procedures, and deciding on exclusion and return in borderline cases. All decisions regarding exclusion for health reasons are made in the best interest of the affected student and the wider Hub community and are final.

2. Photo & Media Release

Whole Heart Ministries tells the story of transformed hearts to encourage families and to extend its mission. To do so, the Ministry sometimes photographs and records Hub activities. This Release explains how images and recordings of students may be used and how a Parent may opt out.

2.1 Grant of Consent

By signing the Acknowledgement & Agreement, unless the Parent submits a written opt-out under Section 2.4, the Parent grants WHM and its authorized representatives permission to photograph, film, audio-record, and otherwise capture the likeness, voice, image, statements, and work of the student (“Recordings”) during Hub activities, and to use, reproduce, edit, publish, and distribute those Recordings in any medium, whether now known or later developed, for the purposes described below.

2.2 Permitted Uses

- Ministry and Program promotional and informational materials, including the WHM website, social media channels, email newsletters, brochures, and event materials.
- Curriculum, training, and educational content developed by WHM.
- Grant reporting, scholarship-program communications, and Step Up For Students provider materials, to the extent permitted by SUFS requirements.
- Internal staff training and program evaluation.
- General media and public relations that advance the mission of Whole Heart Ministries.

2.3 Use of Names & Identifying Information

As a default, WHM will identify students by first name and age only in public-facing materials and will not publish a student's home address, full name, school of enrollment, or other sensitive identifying information. Where a full name or testimonial is desired, WHM will seek separate written permission from the Parent.

2.4 Opt-Out Procedure

A Parent who does not wish the student's image or voice to be used must submit a signed Photo & Media Release Opt-Out Form to the Hub Director at least seven (7) days before the student's first day of attendance. WHM will make reasonable efforts to exclude the student from group photography and to refrain from using existing Recordings, but cannot guarantee that the student will never appear in background or wide shots, and assumes no liability for incidental inclusion in such images.

2.5 Release of Claims & Waiver of Compensation

The Parent releases and discharges WHM, its officers, directors, employees, volunteers, agents, and affiliates from any claim, demand, or cause of action arising out of the use of Recordings as described in this Release, including claims for invasion of privacy, defamation, misappropriation of likeness, or infringement of copyright. The Parent acknowledges that no compensation, royalty, or other consideration is or will be owed for any use of the Recordings, and that all Recordings and derivative works are the sole property of WHM.

2.6 Duration & Revocation

This consent is granted for the duration of the student's enrollment and continues thereafter unless and until revoked in writing. A Parent may revoke consent prospectively at any time by written notice to the Hub Director; revocation does not affect Recordings already used or distributed prior to receipt of the notice.

2.7 Third-Party Media & External Press

From time to time, external media, guest speakers, or partner organizations may be present at Hub events. WHM will not permit third parties to photograph or record students for the third party's own commercial or public use without the Parent's separate written consent, except for incidental coverage of public events consistent with applicable law.

3. Release & Liability Waiver

Participation in enrichment activities involves inherent risks. This Release is intended to clearly identify those risks and to define the respective responsibilities of the Parent, the Student, and Whole Heart Ministries. By signing the Acknowledgement & Agreement, the Parent confirms that they have read, understood, and agreed to every provision of this Release on behalf of themselves and the Student.

3.1 Acknowledgement of Inherent Risks

The Parent acknowledges and understands that participation in Hub activities — which may include physical movement, games, role-play, crafts, outdoor elements, group discussion, and ministry/reflection activities — carries inherent and unavoidable risks, including but not limited to:

- Minor to serious physical injury, including slips, falls, collisions, cuts, sprains, or exacerbation of an existing condition;

- Emotional or psychological reactions arising from discussion of personal, spiritual, or relational topics;
- Illness or exposure to communicable disease;
- Property loss or damage to personal belongings.

The Parent voluntarily accepts full responsibility for these risks on behalf of themselves and the Student.

3.2 Assumption of Risk

The Parent assumes all risks, known and unknown, arising out of or in any way connected with the Student's participation in the Program, whether on or off the Facility premises, including during arrival, departure, and any approved field or service activities. The Parent agrees that the Student will participate only in activities for which they are physically and developmentally suited and will follow all Staff instructions and safety rules.

3.3 Release, Waiver & Covenant Not to Sue

To the fullest extent permitted by law, the Parent, on behalf of themselves, the Student, and their respective heirs, executors, administrators, and assigns, hereby releases, waives, discharges, and covenants not to sue Whole Heart Ministries Inc., The Fellowship, and each of their respective officers, directors, board members, employees, contractors, instructors, volunteers, agents, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, losses, or expenses, including attorney's fees, arising out of or resulting from any injury, illness, loss, or damage to person or property sustained by the Student or the Parent in connection with participation in the Program, including any claim alleging negligence by any Released Party, except to the extent caused by the gross negligence or willful misconduct of a Released Party.

3.4 Indemnification

The Parent agrees to indemnify, defend, and hold harmless the Released Parties from any claim, loss, damage, or expense (including reasonable attorney's fees) incurred by any Released Party as a result of (a) the Student's conduct or participation in the Program; (b) any breach of these policies by the Parent or Student; or (c) any claim by the Parent or Student that is barred by this Release, to the extent permitted by law.

3.5 Emergency Medical Treatment Authorization

If the Student requires emergency medical attention and the Parent or emergency contacts cannot be reached in a timely manner, the Parent authorizes WHM Staff and emergency responders to obtain or provide such emergency medical or surgical treatment, hospital care, or ambulance transport as may be reasonably necessary for the Student's welfare. The Parent agrees to bear all costs of such care and represents that the Student is covered by applicable health insurance, the details of which are provided on the enrollment form.

3.6 Personal Property

WHM is not responsible for loss, theft, or damage to personal property brought to the Hub, including electronics, clothing, bicycles, or valuables. Students should not bring items of significant value.

3.7 No Warranty

WHM provides the Program on an "as is" basis. While WHM is committed to excellence and to the wellbeing of every student, it makes no representations or warranties, express or implied, regarding specific outcomes from participation, including spiritual, academic, emotional, or behavioral results.

3.8 Severability & Governing Law

If any provision of this Release is held unenforceable, the remaining provisions remain in full force and effect. This Release is governed by the laws of the State of Florida, and the parties submit to the jurisdiction of the state and federal courts located in Broward County, Florida.

Parental acknowledgement. By signing the Acknowledgement & Agreement, the Parent confirms that they have explained the contents of this Release to the Student in an age-appropriate manner and that both understand and accept its terms.

Florida Minor Liability Waiver — Statutory Notice (Fla. Stat. § 744.301)

NOTICE TO THE PARENT OR GUARDIAN: BY SIGNING THIS AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR ANY INJURY TO YOUR CHILD ARISING FROM PARTICIPATION IN THIS PROGRAM. FLORIDA LAW PROVIDES THAT A RELEASE OR WAIVER OF A MINOR CHILD'S RIGHT TO SUE IS NOT BINDING ON THE CHILD, BUT IT IS BINDING ON THE PARENT OR GUARDIAN. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

4. Non-Refundable Tuition & Scholarship Acknowledgement

Incorporating Step Up For Students (SUFS) scholarship terms

This acknowledgement sets out the financial terms of enrollment and the Parent's responsibilities under the Step Up For Students (SUFS) scholarship program. Whole Heart Ministries Inc. is an approved SUFS provider, and scholarship funds are accepted and applied strictly in accordance with SUFS rules and the Ministry's Provider Agreement.

4.1 Tuition & Fees

- Tuition and any applicable fees for each course or term are published in the current Program schedule and are due according to the dates stated at registration.
- All tuition and fees are non-refundable except as expressly provided in this policy or required by SUFS rules or applicable law.
- Course materials, registration, and activity fees, where charged, are also non-refundable once the term has begun.

4.2 Step Up For Students Scholarship — Parent Responsibilities

Where a Student's tuition is funded in whole or in part through a SUFS scholarship, the Parent acknowledges and agrees that:

- The Parent is solely responsible for applying for, maintaining, and retaining eligibility for the scholarship, and for using scholarship funds in accordance with all SUFS terms, conditions, and program rules.
- WHM will bill SUFS directly for approved scholarship amounts in accordance with the SUFS Provider Agreement and current SUFS procedures, and the Parent authorizes WHM to access and share enrollment, attendance, and billing information with SUFS as necessary to administer the scholarship.
- Scholarship funds may only be applied toward eligible services and approved charges; any portion of tuition or fees not covered by the scholarship is the sole responsibility of the Parent and is due according to the published schedule.
- If a scholarship is suspended, terminated, denied, or reduced for any reason, the Parent remains fully responsible for all tuition and fees due for the period of the Student's enrollment, and the non-refundable terms of this policy continue to apply.
- The Parent will cooperate with any SUFS audit, verification, or information request and will promptly provide any documentation reasonably required by WHM to comply with SUFS obligations.

4.3 Attendance, Billing & Return of Funds

- WHM maintains attendance records and reports them to SUFS as required. Scholarship billing is based on actual attendance and eligible services delivered.
- If a Student withdraws, is dismissed, or is absent such that scholarship funds have been paid or applied for services not rendered, WHM will return, prorate, or otherwise reconcile those funds in accordance with SUFS requirements. The Parent understands that SUFS rules govern the treatment of unearned funds and that WHM cannot disburse or retain scholarship funds outside of those rules.
- Funds returned to SUFS on account of non-attendance or withdrawal are not refundable to the Parent, and the Parent remains responsible for any non-scholarship balance owed to WHM.

4.4 Withdrawal & Refunds

- A withdrawal must be submitted in writing to the Hub Director. The effective date of withdrawal is the date the written notice is received.
- Tuition paid for a term that has begun is non-refundable. For withdrawals received in writing before the published first day of a term, WHM will issue a credit, less any non-refundable registration and materials fees, to be applied to a future term within twelve (12) months; cash refunds are not issued except where required by SUFS rules or applicable law.
- No refund or credit is issued where a Student is dismissed for cause under the Code of Conduct.

4.5 Late, Returned & NSF Payments

- Payments not received by the due date may incur a late fee as published. Payments returned for non-sufficient funds or chargebacks will be re-billed together with any applicable returned-payment fee.
- Continued non-payment may result in suspension of the Student's participation until the account is brought current, and may affect the Student's continued enrollment.

4.6 Acknowledgement of SUFS Terms

The Parent acknowledges receipt of information regarding the SUFS program and agrees that this policy is subject to and interpreted consistently with the SUFS Provider Agreement and current SUFS program rules, which may change from time to time. In the event of a conflict between this policy and SUFS requirements, the SUFS requirements control with respect to scholarship funds.

4.7 Step Up For Students EMA Portal & Refund Reconciliation

All scholarship funding disbursements, attendance verification, invoicing, and reconciliation shall be processed exclusively through the Step Up For Students Education Market Assistant (EMA) portal in accordance with the SUFS Provider Agreement and Program Administrator rules. In the event a student withdraws or fails to attend, any unearned scholarship funds shall be returned directly to the scholarship funding organization (Step Up For Students) via the EMA portal and shall not be refunded, credited, or otherwise disbursed to the parent or guardian directly.

Important. A scholarship is not a guarantee of enrollment or of continued services. Enrollment is subject to availability, completion of all required forms, and compliance with these policies. The Parent remains responsible for any tuition or fees not covered by a scholarship.

5. Student & Parent Code of Conduct

The Heart Academy Student Hubs exists to help every young person discover that their heart matters and that they are created with purpose. This Code of Conduct reflects those values and sets the standard of behavior expected of students, parents, and guardians so that the Hub remains a safe, respectful, and encouraging community for all.

5.1 Core Values

- Kindness and respect for every person, regardless of background, ability, or belief.
- Honesty, integrity, and taking responsibility for one's words and actions.
- Courage to grow, participate, and treat others with compassion.
- Stewardship of the Facility, materials, and one another's wellbeing.

5.2 Student Expectations

- Treat Staff, volunteers, and peers with respect; follow instructions and safety rules at all times.
- Use words and actions that build others up; bullying, teasing, exclusion, harassment, or discrimination of any kind will not be tolerated.
- Keep hands and feet to oneself; physical aggression, fighting, or endangering others is prohibited.
- Refrain from inappropriate or disruptive language, including profanity and derogatory remarks.
- Do not bring to the Hub any weapons, firearms, fireworks, tobacco, alcohol, vaping products, illegal drugs, or related paraphernalia. Prescription and over-the-counter medications are governed by the Illness & Health Policy.
- Use electronic devices only as permitted by Staff; devices may be required to be silenced and stored during activities.
- Respect the privacy and dignity of others; photography or recording of peers or Staff is not permitted except as authorized.

5.3 Dress Code

Students should dress comfortably and modestly for active, hands-on learning and in a manner consistent with a family environment. Closed-toe shoes are required for activities involving movement. Clothing bearing offensive, profane, or inappropriate messaging is not permitted.

5.4 Behavior Management & Discipline

WHM approaches behavior guidance in a warm, restorative, and age-appropriate manner that seeks to protect the dignity of each child. Consequences will be reasonable, proportional, and focused on learning and restoration rather than punishment. Physical discipline is strictly prohibited and will never be used by Staff. Where a student's conduct compromises the safety or wellbeing of the community, or where a pattern of disruptive behavior persists despite support, WHM may implement consequences up to and including removal from an activity, suspension, or dismissal from the Program.

5.5 Dismissal for Cause

WHM reserves the right to dismiss a student whose conduct, or whose Parent's or Guardian's conduct, is seriously disruptive, endangers others, is inconsistent with the values of the community, or reflects a fundamental inability to abide by these policies. Dismissal decisions are made by the Hub Director in consultation with Ministry leadership and are final. No refund is owed upon dismissal for cause, except as required by SUFS rules or applicable law.

5.6 Parent & Guardian Expectations

- Support the Student's participation, punctuality, and adherence to this Code.
- Communicate respectfully and promptly with Staff and address concerns through the proper channels rather than confronting Staff or other students in front of children.
- Comply with the Drop-off & Pick-up Safety Policy, including authorized-person and sign-in/out requirements.
- Keep enrollment, health, custody, and emergency-contact information current and accurate.
- Refrain from conduct toward Staff, students, or other families that is abusive, threatening, harassing, or disruptive to the Program.

5.7 Non-Discrimination & Inclusion

Whole Heart Ministries Inc. admits students of any race, color, national and ethnic origin, and does not discriminate on the basis of these or any other classification protected by applicable law in the administration of its educational and enrichment programs, in keeping with its obligations as a SUFS-approved provider and a 501(c)(3) organization. All students are entitled to the rights, privileges, programs, and activities generally made available at the Hub.

5.8 Reporting Concerns & Mandatory Child Abuse Reporting

Parents or students with a concern about conduct, safety, or any aspect of the Program are encouraged to raise it promptly and in good faith with the Hub Director. Concerns involving the Director may be directed to Ministry leadership. WHM prohibits retaliation against any person who reports a concern in good faith and is committed to addressing all reports thoughtfully and confidentially to the extent possible. Suspected abuse or neglect involving a child will be reported to the Florida Department of Children and Families as required by Florida law.

All Whole Heart Ministries staff, instructors, volunteers, and contractors are mandatory reporters under Florida law (Fla. Stat. § 39.201). Any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare is legally required to immediately report such knowledge or suspicion to the Florida Department of Children and Families Abuse Hotline (1-800-962-2873). Failure to report suspected abuse is a criminal offense. WHM personnel shall not investigate or verify suspicions themselves before reporting, nor shall they delegate reporting to another person.

6. Terms of Service

These Terms of Service govern the relationship between Whole Heart Ministries Inc. and the parents, guardians, and students who enroll in The Heart Academy Student Hubs. Enrolling a student constitutes acceptance of these Terms.

6.1 Description of Services

WHM provides non-degree enrichment courses for students ages 5–18 through The Heart Academy Student Hubs, including courses such as “Chosen & Confident” and “Heart of a Hero.” Courses are delivered at the Ministry’s South Florida facility and/or such other locations as WHM may designate. The Program is enrichment in nature and does not constitute accredited schooling or a substitute for compulsory-school compliance, which remains the responsibility of the Parent under Florida law.

6.2 Enrollment & Registration

- Enrollment is subject to availability, completion of all required forms, and acceptance by WHM. WHM may decline or limit enrollment at its discretion.
- The Parent warrants that all information provided at enrollment is true, accurate, and complete, and agrees to update it promptly when it changes.
- Course schedules, content, instructors, and locations are subject to change. WHM will provide reasonable notice of material changes where possible.

6.3 Fees & Payment

Tuition, fees, and payment schedules are stated in the current Program schedule and are governed by the Non-Refundable Tuition & Scholarship Acknowledgement, which is incorporated into these Terms by reference.

6.4 Cancellation & Changes by WHM

WHM reserves the right to cancel, reschedule, or modify any course, session, or activity, or to change assigned Staff, for reasons including low enrollment, circumstances beyond its control, or the interests of the community. Where WHM cancels a course before it begins, any prepaid tuition will be applied as a credit to a future term or returned as required by SUFS rules. WHM is not liable for incidental or consequential losses arising from cancellations or schedule changes.

6.5 Cancellation by Parent

A Parent who wishes to withdraw a student must provide written notice in accordance with Section 4.4. Tuition is non-refundable as set out in the Tuition policy.

6.6 Intellectual Property

All curriculum, course materials, trademarks, logos, recordings, and content provided through the Program are the property of Whole Heart Ministries Inc. or its licensors and are protected by intellectual-property laws. Parents and students may not copy, reproduce, distribute, or adapt such materials, in whole or in part, for any purpose outside personal family use, without the prior written consent of WHM.

6.7 Incorporation of Other Policies

The Illness & Health Policy, Photo & Media Release, Release & Liability Waiver, Non-Refundable Tuition & Scholarship Acknowledgement, Code of Conduct, Privacy Policy, and Drop-off & Pick-up Safety Policy are incorporated into these Terms and form part of the agreement between the Parent and WHM.

6.8 Limitation of Liability

To the fullest extent permitted by law, the total liability of WHM and its Released Parties (as defined in the Release & Liability Waiver) to the Parent or Student for any claim arising out of or relating to the Program is limited to the amount of tuition actually paid by the Parent to WHM for the term in which the claim arises. In no event will WHM be liable for indirect, incidental, consequential, special, or punitive damages.

6.9 Dispute Resolution & Governing Law

These Terms are governed by the laws of the State of Florida. The parties will attempt in good faith to resolve any dispute informally before pursuing other remedies. Any dispute that cannot be resolved will be brought exclusively in the state or federal courts located in Broward County, Florida, and the parties waive any objection to venue in those courts.

6.10 Amendments

WHM may update these Terms and policies from time to time. Material changes will be communicated to enrolled families with reasonable notice. Continued enrollment after the effective date of a change constitutes acceptance of the updated Terms.

6.11 Severability & Entire Agreement

If any provision is held invalid or unenforceable, the remaining provisions remain in effect. These Terms, together with the incorporated policies and the signed Acknowledgement & Agreement, constitute the entire agreement between the Parent and WHM with respect to the Program and supersede all prior understandings.

7. Privacy Policy

Whole Heart Ministries Inc. respects the privacy of the families it serves and is committed to protecting personal information. This policy describes what information the Ministry collects, how it is used and shared, and the choices available to parents and students.

7.1 Information We Collect

- Enrollment and identity information: student and parent/guardian names, dates of birth, addresses, telephone numbers, and email addresses.
- Health and safety information: allergies, medical conditions, medications, immunization records, emergency contacts, and custody/access arrangements.
- Academic and program information: course enrollment, attendance, progress notes, and behavioral records.
- Financial information: tuition and fee records, scholarship and billing information (including SUFS-related data), and limited payment details necessary to process transactions.
- Media: photographs and recordings subject to the Photo & Media Release.
- Technical information: where the WHM website is used, basic device, browser, and usage data collected via cookies or similar technologies.

7.2 How We Use Information

- To enroll students, deliver and administer the Program, and communicate with families.
- To protect the health and safety of students and to respond to emergencies.
- To bill tuition, manage scholarships, and comply with SUFS requirements, including attendance and fund reporting.
- To evaluate and improve the Program and to train Staff.
- To use media as authorized under the Photo & Media Release.
- To comply with legal obligations and protect the rights, safety, and property of WHM and the community.

7.3 How We Share Information

WHM does not sell personal information. It may share information: (a) with Step Up For Students and its administrators as necessary to administer scholarships and comply with provider obligations; (b) with service providers and vendors who support the Ministry's operations under appropriate confidentiality obligations (e.g., payment processing, recordkeeping, IT services); (c) with medical and emergency responders in an emergency; (d) when required by law, court order, or government authority, or to report suspected child abuse or neglect as required by Florida law; and (e) with the Parent's consent. Where WHM engages vendors that handle student data, it seeks to do so under written agreements consistent with applicable privacy law.

7.4 Children's Privacy

The Program serves children under 13. WHM collects information about students directly from their parents or guardians, not from the children themselves, and uses it only as described in this policy. Parents may review, correct, or request deletion of their child's information subject to recordkeeping requirements. WHM does not knowingly collect personal information directly from children under 13 through its website beyond what a parent authorizes, and does not direct online marketing to children.

7.5 Data Security

WHM maintains reasonable administrative, technical, and physical safeguards designed to protect personal information against unauthorized access, loss, misuse, or alteration. Access to personal information is limited to Staff and authorized parties who need it to perform their duties. While WHM strives to protect information, no method of transmission or storage is completely secure, and WHM cannot guarantee absolute security.

7.6 Data Retention

WHM retains personal information only as long as necessary to fulfill the purposes described in this policy, to comply with legal and SUFS recordkeeping obligations, to resolve disputes, and to enforce its agreements. Records involving minors are retained in accordance with applicable Florida law and scholarship-program requirements, after which they are securely destroyed or anonymized.

7.7 Your Rights & Choices

- Access and correction: Parents may request to review and correct their own or their student's personal information held by WHM.
- Media opt-out: Parents may opt out of the Photo & Media Release as described in Section 2.4.
- Marketing: Families may opt out of receiving non-essential marketing communications at any time by following the unsubscribe link or contacting WHM.
- Requests: To exercise any of these rights, contact WHM using the details in Section 7.9. WHM will respond to verified requests within a reasonable timeframe, subject to legal obligations.

7.8 Cookies & Website

The WHM website may use cookies and similar technologies to improve functionality, analyze usage, and enhance security. Visitors can control cookies through their browser settings; disabling them may affect some website features. This policy does not fully describe all website practices, and visitors are encouraged to review any website-specific notices.

7.9 Contact & Updates

Questions about this Privacy Policy or requests regarding personal information may be directed to the Hub Director, Whole Heart Ministries Inc., at the Ministry's South Florida headquarters, or via the website at wholeheartministries.net/the-heart-academy-student-hubs. WHM may update this policy from time to time and will notify enrolled families of material changes.

8. Drop-off & Pick-up Safety Policy

Safe arrival and departure are essential to the wellbeing of every student. This policy sets out the procedures for dropping off and collecting students and the responsibilities of parents, guardians, and Staff.

8.1 Authorized Persons

- At enrollment, the Parent must provide a list of authorized persons who may collect the student, including each person's full name, relationship to the student, and a contact telephone number.
- Only persons on the authorized list, or persons the Parent has authorized in writing or by a verified method (such as a call to a number on file) on a given day, may collect the student. The Parent must update the list promptly whenever it changes.
- Students will not be released to anyone who is not authorized, who appears impaired, or whom Staff reasonably believe may pose a risk to the student. In such cases, Staff will retain the student in a safe location, contact the Parent and alternate authorized persons, and, if necessary, contact local authorities.

8.2 Custody & Access Arrangements

Where there are custody, guardianship, or access orders affecting the student, the Parent must provide current copies of the relevant court orders and must keep WHM informed of any changes. In the absence of a court order restricting access, WHM may release the student to either parent upon presentation of identification. WHM will not interpose itself in custody disputes and will rely on the documentation provided and applicable law.

8.3 Sign-In / Sign-Out & Identification

- Every student must be signed in at drop-off and signed out at pick-up by an authorized adult using the method prescribed by the Hub (electronic or paper).
- Staff may require photo identification from any person collecting a student, particularly someone Staff do not recognize or who is not the primary caregiver.
- Parents must not send the student with an older sibling or other minor to collect or sign out the student unless expressly authorized in writing and the person is of an appropriate age and maturity.

8.4 Drop-off & Pick-up Windows

- Parents must adhere to the published drop-off and pick-up windows. Students should not arrive before Staff supervision begins or remain after it ends.
- For the safety of all, drivers must observe posted speed limits, refrain from using mobile phones while driving in the parking area, and follow Staff direction during busy periods.

8.5 Late Pick-Up

If a Parent or authorized person is late collecting a student, Staff will remain with the student and attempt to contact the Parent and emergency contacts. A late-pickup fee may apply as published for repeated or significant lateness. If a student remains uncollected more than thirty (30) minutes after the end of the program and Staff are unable to reach the Parent or any authorized person, Staff may contact local authorities to ensure the student's safety. Chronic late pick-up may result in additional fees or review of continued enrollment.

8.6 Early Dismissal & Changes to Routine

Any change to a student's usual pick-up arrangement — such as early dismissal, a different authorized person, or a change of address — must be communicated to the Hub in advance and in writing or through a verified method. Verbal messages relayed through the student will not be accepted.

8.7 Supervision & Handover

Staff are responsible for the supervision of students from the moment of signed drop-off until signed pick-up. During the transition to and from vehicles and the Facility, Staff will manage the flow of students to minimize risk. Parents are asked to keep younger siblings supervised at all times while on Ministry premises.

8.8 Emergencies

In the event of an emergency, evacuation, or facility closure, WHM will follow its emergency plan and communicate with parents as soon as practicable using the contact information on file. Students will only be released to authorized persons or to emergency contacts, and identification may be required.

9. Acknowledgement & Agreement

By signing below, the Parent or Legal Guardian confirms that they have received, read, and understood the Whole Heart Ministries Inc. / The Heart Academy Student Hubs Official Policies & Legal Documents, comprising: (1) Illness & Health Policy; (2) Photo & Media Release; (3) Release & Liability Waiver; (4) Non-Refundable Tuition & Scholarship Acknowledgement (Step Up For Students); (5) Student & Parent Code of Conduct; (6) Terms of Service; (7) Privacy Policy; and (8) Drop-off & Pick-up Safety Policy.

The Parent agrees, on behalf of themselves and the Student, to be bound by these policies and terms, and acknowledges in particular the assumption of risk, release, waiver, and emergency-medical-authorization provisions of the Release & Liability Waiver and the financial and scholarship obligations set out in the Tuition & Scholarship Acknowledgement. The Parent confirms that the information provided at enrollment is accurate and authorizes the Student's participation in The Heart Academy Student Hubs.

Acknowledgement. This Acknowledgement forms part of the approved and final official policies of Whole Heart Ministries Inc. The execution fields below are provided for the Parent or Legal Guardian to confirm their agreement to be bound by these policies on behalf of themselves and the Student.

Student

Student full name	
Date of birth	
Course(s)	

Florida Minor Liability Waiver — Statutory Notice (Fla. Stat. § 744.301)

NOTICE TO THE PARENT OR GUARDIAN: BY SIGNING THIS AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR ANY INJURY TO YOUR CHILD ARISING FROM PARTICIPATION IN THIS PROGRAM. FLORIDA LAW PROVIDES THAT A RELEASE OR WAIVER OF A MINOR CHILD'S RIGHT TO SUE IS NOT BINDING ON THE CHILD, BUT IT IS BINDING ON THE PARENT OR GUARDIAN. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

Parent / Legal Guardian

Parent / Guardian full name	
Relationship to student	
Signature	
Date	
Email	
Telephone	

Whole Heart Ministries Inc.

Authorized representative	
Title	
Signature	
Date	

Office use only: signed copy retained in the student's file. This agreement remains in effect for the duration of the student's enrollment and any renewed enrollment unless superseded.