

Helping Hands Montessori Services
3300 Laguna Dr.
Austin, TX 78741
512-784-1842
Talitha Green M.Ed.; AMI
hhmontessoriatx@gmail.com
www.hhmontessori.com

Enrollment Agreement:

To the Parent:

Please read this Agreement carefully. If you do not understand any part of this Agreement feel free to ask me, Talitha Green- HHMS director, about it. This Agreement establishes your legal rights and responsibilities and those of the School, regarding your child's participation in the school. Throughout this Agreement, the terms "you" and "parent" refer to the parent(s) or legal guardian(s) of the child enrolled in the School, and the terms "School" and "we" refer to the Helping Hands Montessori School and its staff members. The term "school day" means a day when the School is open and operating.

Please fill in the blanks

You, _____, (parents or guardians), agree to enroll your child, _____ (*name of child*) _____ (DOB) in the Helping Hands Montessori School (HHMS) and the School agrees to accept your child's enrollment under the following conditions.

1. **Program and Hours of Care:**

Beginning on **MONDAY, AUG 20, 2018**, the School will provide care for your child according to the following schedule: (or beginning TUESDAY, the following day if your child is part-time.

HHMS Operating Hours:

Full-Time: 4 days/week option - Monday - Thursday 9:00am - 1:00pm

Part-Time: 3 days/week option- Mon/Tues/Wed or Tues/Wed/ Thurs
9:00 am – 1:00pm

Part-Time 2 days/week option- Mon/Wed or Tues/Thurs 9:00am- 1:00pm

2. **Payment:**

A. Enrollment Fee:

a. **New Students-** Enrollment fee of \$300.00 is due and payable on the day this Agreement is made and is non-refundable (date of enrollment).

b. **Returning Students-** Enrollment fee of \$ 200.00 is due and payable on the day this Agreement is made and is non-refundable (date of enrollment).

B. Supply Fee: New student and returning students, agree to pay the annual supply fee of \$200.00 (may be split in half and paid bi-annually- Aug and Jan).

C. Waitlist Fee- In the event you are waitlisted, you agree to pay the \$75.00 waitlist fee and are given first priority when a spot becomes available.

D. Deposit- There is a \$100.00 deposit, which is deducted from the first month's tuition, to secure your child's available spot for the following school year.

3. **Method of Payment:**

Payment may be made by: cash, check, credit card, Pay Pal, and money order. However, if any payment by check is returned unpaid, you will owe a service charge of \$50 in addition to other amounts due, and thereafter you must pay by cash or money order. Payment must be delivered to:

3300 Laguna Dr.

Austin, TX 78741.

4. Late Fee and Suspension and Termination for Late Payment:

If the School has not received the full monthly payment by the 5th day after payment is due, there will be a \$50.00 late fee added to the tuition. If the full payment (plus late fee) is not received by the 15th day after payment is due, the School may refuse to admit your child to the School until you pay the amount due. If the School has not received your payment by the 30th day after payment is due, your child's enrollment in the School will be terminated and his/her space will be given to another child. If your child's enrollment is terminated due to late payment, you will not be entitled to a refund of your deposit.

5. Late Pick-Up Penalties:

If the parent is going to be late picking up their child, the parent is expected to text the School Director of that likelihood and when their arrival will be. If, after texting the School Director, your child is picked up within the 15-minute grace period after the scheduled 1:00pm time, then you will not owe a late fee. Regardless of notification, the parent will receive an automatic \$10 late fee for arriving more than 15 minutes late and an additional \$20 charge will be added for arriving more than 30 minutes late. The parent will be notified by the School Director on the day of the late pick-up of the amount of the fee and that it will be assessed to the subsequent monthly tuition bill. If your child is picked up over 30 minutes late on more than one occasion during a semester, the Director will require a parent-teacher conference to evaluate whether or not the School continues to be an appropriate fit for all concerned.

6. Changes in Tuition:

The monthly tuition rate is subject to change annually and you agree that you will pay the new rate after the School Director gives you thirty days written notice of such change.

7. Absences:

You are responsible for paying the full monthly tuition for each month your child is enrolled in the School, even if your child is absent (e.g. due to illness or other cause) during the month. You must notify the School by 9:00am if your child becomes sick and will be absent on a specific day.

8. Illness:

Children with ***any*** symptoms of illness should not be sent to school. A sick child does not have the physical or emotional stamina to participate in school activities. In addition, keeping your ill child at home minimizes the spread of communicable disease and demonstrates respect for other children and their families.

Please do not send your child to school when ***any*** of the following symptoms are present: fever 100°F or over, rash, uncontrollable cough, excessive mucus, discharge from the eyes, diarrhea, vomiting, or severe sore throat. A child exhibiting any of these symptoms during the school day will be sent home for the day and any subsequent days as needed until they are symptom free. Your partnership will be requested in keeping sick children home when they are sick. *Texas Law requires at least 24 hours of fever free and symptom free health before returning to school.*

If your child is unable to attend school due to illness or any other reason, please notify the director immediately.

9. Holiday Schedule and Weather Closings:

The School will be closed on the following Austin Independent School District (AISD) approved holidays- see calendar below, however, there will be no refund or credit against the monthly tuition for these days.

[School Calendar 2017-18](#)

The School also follows the cancellation policy of the AISD. If the district cancels class, opens late, or closes early due to inclement weather conditions, the School will do the same. There will not be a refund or credit against the monthly tuition fee for any such closing. In the event of any early closing due to inclement weather, you agree to make arrangements to pick up your child promptly.

10. Meals and Snacks:

You are responsible for providing **all** of the meals and snacks for your child. The School Director may make suggestions for food selections if your child is not eating the food that the parent has provided. If there are life threatening or severe food allergies the school may opt to eliminate that food item from the menu for all children attending the school in order to protect the at-risk child. The school does not regularly provide any meals or snacks, except in the case of special events.

11. Clothing and Supplies:

All of your child's belongings need to be labeled with your child's name. On the first day, please see the attachment regarding what clothing items the parents need to bring: ([What to Bring on the First Day](#)). These clothing and other items need to be left at the School in the event that your child will require a change of clothes. Soiled clothing will be bagged and sent home for washing and the parent will need to bring a fresh replacement change of clothing on their child's subsequent day of school.

12. Medication:

A signed authorization form is required for the School to administer medication to your child. Should you wish the School to provide medication to your child, you must provide the School with a copy of the appropriate authorization form, with a doctor's order and with the medication stored in a labeled container. The container will need to state your child's name, the

name of the medication, the dosage, and the name and telephone number of your child's doctor. If you take your child to the Dr., please send them with a Dr.'s note to return to school if any symptoms persist.

13. Initial Adjustment and Ongoing Evaluative Period:

Your child is accepted for enrollment in the School on an ongoing evaluative basis for a period of no less than one (1) month and that extends for the duration of the time that you choose to have your child enrolled at the School. If, at any time after the completion of the first month, the School Director determines that your child is unable to adjust to the School's program, or that the School Director has concerns as to whether your child is a good fit for the School programming as it is structured and being offered, then either you or the School may terminate your child's enrollment immediately. The School Director will make reasonable attempts to work with you and your child to help resolve any adjustment problems or concerns on either side. If your child's enrollment is terminated under this section, the School will refund a portion of the monthly tuition fee, pro-rated on a daily basis for the portion of the month remaining after your child's enrollment has been terminated. The deposit is a non-refundable item.

14. Withdrawal by Parent:

After the initial adjustment 30-day period, you will continue to have the right to withdraw your child from the program. However, the parent must give the School Director 30 days written notice of withdrawal in order to receive a pro-rated monthly tuition bill for a partial month's attendance. If the parent does not provide the School Director with 30 days prior written notice of their intent to withdraw their child, then any partial refund of the monthly tuition will be done solely at the discretion of the School Director.

Termination by the School:

- A. **Immediate**: The School may terminate your child's enrollment at the school effective immediately, if any of the following conditions arise:
- 1) In the judgment of the School Director, the child's behavior threatens the physical or mental health of other children in the School and attempts to modify the behavior have been unsuccessful:
 - 2) Your child brings a weapon to the School;
 - 3) Tuition or annual registration fees are not paid within 15 days after payment is due by the 5th of the month.

*If enrollment is terminated due to the child's behavior, you *will not* receive a refund for the tuition paid. Any amounts due will be the sole responsibility of the parent or guardian until another family fills your child's spot.

- B. **Two Weeks Notice**: The School may terminate your child's enrollment upon (2) weeks written notice to you if any of the following conditions arise:
1. Any of the conditions listed above under (A), if the school has not exercised its right to terminate enrollment immediately.
 2. You fail to provide necessary items as requested by the School
 3. You fail to abide by the terms of the Enrollment Agreement
 4. For any other reason reasonably related to the health and safety of the program.

If enrollment is terminated upon two (2) weeks written notice, you will receive a refund of the pro-rated tuition based on the number of days your child is in attendance for the month.

- C. **30 Days**: The School may terminate your child's enrollment with 30 days written notice for any or no reason.

15. **Miscellaneous Charges:**

If any miscellaneous charges are due to School (for late pick up, returned check fee, etc.) remain unpaid at the time of termination or withdrawal, such amounts will be due along with the tuition due.

16. **Field Trip Participation:**

The School's regular program includes neighborhood walks, field trips and off-ground activities.

_____ I choose **not** to grant permission to my child to participate in off-site field trips.

17. 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 SCHOOL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS FOR ANY OR 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 SCHOOL'S LIABILITY TO THE AMOUNT COVERED BY THE SCHOOL'S INSURANCE POLICIES. YOU AGREE TO BE RESPONSIBLE FOR, IMDEMNIFY, AND HOLD HARMLESS THE SCHOOL FROM AND AGAINST ANY CLAIMS, SUITS JUDGMENTS, OR COSTS WHICH MAY BE BROUGHT AGAINST THE SCHOOL, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF YOU OR YOUR CHILD.

18. Publicity and Outside Consultations:

The School's programs may involve publicity regarding children. Unless you indicate otherwise, you hereby grant permission for your child to be photographed or interviewed for publicity or news purposes. You also grant permission to have your child interviewed, observed, or tested by outside consultants.

_____ I do **not** grant permission for my child to be photographed or interviewed for publicity or news purposes.

_____ I do **not** grant permission to have my child interviewed, observed, or tested by outside consultants.

_____ I do **not** grant permission to have pictures taken of my child to share with me via text, website, or social media pages with out my approval.

19. Community Service Hours:

HHMS and its staff are implementing a new Volunteer Program as of 2018-2019. Each family agrees to volunteer 10 hours of “community service” each year their child is enrolled in the school. The “community service” hours can be completed by attending school meetings, workshops presented by Talitha Green M.Ed. and staff, gardening and general help at the school and school grounds. There is a cash option in which you may choose to pay \$200.00 by May 1 of the attending school year, and opt out of the “community service” hours.

20. Certification that All Information is Correct:

You agree to notify the School and provide any additional documentation if there are any changes in the information you have supplied on the forms listed below: [{Emergency Contact Form}](#), [{Admission Information page 1}](#),

20. Over breadth and 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. In the event that broad interpretation of a term or provision of this contract is found to violate public policy or otherwise be unlawful, that term or provision should be interpreted more narrowly to comply with the law. The meaning of the relevant term or provision should be narrowed only to the extent necessary to bring the term or provision in compliance with the law.

21. Waiver:

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

22. Changes to the Terms of this Contract:

After providing at least 30 days of advance written notice to parents, the School has the right to amend the terms of this Agreement to reflect changes in its standard policies and procedures. Parents not agreeing to changes shall have the right to cancel their child's participation within 30 days of such notice, effective on the day before the amendment goes into effect. Should parents fail to cancel their child's participation within the 30-day period, the parent will be deemed to have accepted the change in the agreement's terms.

(Parent or Guardian Signature)

(Date)