

**Hearts in Hand Child Development Center
Tuition Policy and Enrollment Agreement
for the
9/1/2020 - 8/31/2021 School Year**

THIS TUITION POLICY AND ENROLLMENT AGREEMENT (this “**Enrollment Agreement**”) is by and between Guiding Hearts Inc., DBA Hearts in Hand Child Development Center (“**Hearts in Hand**”) and the undersigned enrolling parent(s) or legal guardian(s) (“**you**”, “**I**” or, the “**Parent**”) regarding the child (or children, as applicable) identified on the signature page attached hereto (each, a “**Student**”) for each Student’s enrollment at Hearts in Hand for the 2020-2021 school year (the “**School Year**”).

Please read and acknowledge your acceptance of each provision below by signing this Enrollment Agreement to confirm that you fully understand and agree to its terms:

1. **Center Policies.** I understand by signing this Enrollment Agreement I am acknowledging that I have read and understand the Parent Manual of Hearts in Hand Child Development Center (the “**Parent Manual**”) and agree to follow the policies, as may be updated from time to time, set forth in the Parent Manual.

2. **Enrollment.** I understand that by signing this Enrollment Agreement I am initiating the process to enter into an Enrollment Agreement for the enrollment of my Student at Hearts in Hand for the School Year and for the payment of tuition, fees, and other charges as each Student may incur during the School Year in accordance with the provisions set forth below. Please indicate the “**Enrollment Schedule**” you wish to select for the School Year.

a. Fixed Schedule:

i. I am registering the following named Student(s) for a fixed schedule of (circle applicable days): M T W Th F (“**Fixed Schedule**”):
_____.

ii. I am registering the following named Student(s) for a half-day fixed schedule of (circle applicable days): M T W Th F (“**Half-Day Fixed Schedule**”). I understand that each Student’s daily attendance will not exceed 5 hours per day and agree that I will pick up my Student(s) before 12:00 PM: _____.

b. Rotating Schedule:

i. I am registering the following named Student(s) for three to five days per week (“**Rotating Schedule**”): _____.

**I understand this is not a guaranteed spot and is based on availability to be determined by Hearts in Hand in its sole discretion.

c. Drop-In Schedule:

i. I am enrolling the following named Student(s) for a drop-in schedule (“**Drop-In Schedule**”): _____.

*I understand that an additional daily drop-in rate will apply.

3. **Tuition.** Parent agrees to pay Hearts in Hand the weekly tuition (the “**Weekly Tuition**”) and the non-refundable initial registration fee due for each Student to be enrolled for the School Year (the “**Registration Fee**”) and together with the Weekly Tuition, the “**Tuition**”), plus any additional fees and other charges, in accordance with the rates set forth on Exhibit A attached hereto. Weekly Tuition, the Registration Fee or any other fees or costs paid for one Student are NOT transferable to any other Student.¹ Depending on the Student’s Enrollment Schedule for the School Year, the following policies apply:
- a. Fixed Schedules. Parent understands the policies regarding Tuition and agrees that unless the Student is signed up for a Rotating Schedule or Drop-In Schedule for the School Year, Tuition is based on enrollment not attendance. Parent further understands that Weekly Tuition is due weekly or must be paid in full on the first day of the week.
 - b. Rotating Schedule. Parent understands and agrees that by enrolling a Student in a Rotating Schedule, Parent must schedule Student’s attendance in advance by providing Hearts in Hand with at least 72 hour notice. Parent may enroll each Student for a Rotating Schedule up to 60 days in advance. Parent agrees that he or she must provide Hearts in Hand with at least 48 hours prior notice in order to receive a credit to the Student’s account for an unused scheduled day. Hearts in Hand does not guarantee availability for Students enrolled in a Rotating Schedule and has no obligation to reserve a spot or otherwise provide care on the requested dates.
 - c. Drop-In Schedule. Parents wishing to enroll a Student for the greater of (a) two or fewer rotating days or (b) fewer than 12 days per month, may elect to enroll a Student in the Drop-In Schedule. Parent must schedule Student’s attendance in advance by providing Hearts in Hand with at least 24 hour notice. Hearts in Hand does not guarantee availability for Students enrolled in a Drop-In Schedule and has no obligation to reserve a spot or otherwise provide care on the requested date(s).
4. **Vacation Time.** Tuition is due for each Student even if the Student does not attend for one or more days due to illness or vacation. Tuition payments are not subject to pro-ration for holidays or weather related closures. Each Student will receive two contracted weeks of sick/vacation days (“**Vacation Days**”) during the fall and spring terms (September – May) of the School Year one contracted week of sick/Vacation Days during the summer term (June – August) of the School Year. Parent agrees and acknowledges that he or she will be charged full Tuition in the case of a closure of Hearts in Hand resulting from COVID-19, in accordance with the terms set forth in Section [13] below. Vacation days must be requested in writing by Parent either by submitting to Hearts in Hand a written note or email. Hearts in Hand will apply the requested Vacation Days to the Student’s account to be credited to the month following the request unless requested prior to that month’s invoice.
5. **Late Fees.** If full payment for Weekly Tuition is not received by the end of the applicable month, a late-payment fee of \$25.00 per week will be assessed for late Weekly Payments and a late-payment fee of \$50.00 per week will be assessed for late Weekly Payments which are more than 30 days overdue. Hearts in Hand reserves the right to unenroll any Student for non-payment whose account is more than 60 days past due. In the event of a returned check, a fee of \$50.00 will be charged to the Student’s account. If a Parent has more than one returned check payment will be required in cashier’s check, or cash.

6. Schedule Changes / Unenrollment:

- a. Changes to Enrollment Schedule. Parent must provide Hearts in Hand with at least 30 days advance notice for any change to any Student's enrollment schedule. If Parent wishes to unenroll a Student from Hearts in Hand, Parent must provide at least 30 days advance written notice to a director of Hearts in Hand. Hearts in Hand may charge the Student's account for one month of the contracted tuition for Parent's failure to provide such notice. If you elect to re-enroll a Student, Hearts in Hand will require you to execute and deliver to Hearts in Hand a new Enrollment Agreement. Hearts in Hand does not guarantee availability or schedule preferences for re-enrollment for any Student in any academic year.²
- b. Unenrollment. Hearts in Hand reserves the right, in its sole and absolute discretion, to unenroll any Student for any of the following reasons:
 - i. Failure of the Student to adjust to the center to the extent that it causes an undue amount of stress, anxiety or hardship to the Student or staff;
 - ii. Failure of any Parent to pay the Tuition in accordance with the terms and schedules set forth herein;
 - iii. Failure by any Parent to abide by the policies and procedures of Hearts in Hand;
 - iv. If the Student poses stress or harm towards another Student or staff member;
 - v. Failure by any Parent to address teacher or center concerns in a prompt manner; and/or
 - vi. Failure to comply with Hearts in Hand's health related practices, expectations and policies articulated in the Parent Manual and in the [COVID-19 Response Handbook] (as defined below).

7. Sibling Discount. A Monthly Tuition discount of 10% is given off the lowest rate of one Student for families with multiple Students enrolled at Hearts in Hand ("Multiple Student Discount"). Please note whether you intend to enroll more than one Student for the School Year above.

8. Multi-Pay or Split-Pay Families. If you are splitting the payment between Parents or caregivers, each Parent must sign an Enrollment Agreement for their portion of the tuition. If only one Enrollment Agreement is signed the Parent who signs the Enrollment Agreement will be responsible for the full amounts due to Hearts in Hand.

9. Collections. I understand that if my account is sent to collections for non-payment I will be responsible for all collections costs as well as any late fees. Late fees will be assessed at 15% of unpaid balance. Collection fees can be up to 50% of the balance due. Accounts that are more than 60 days overdue are subject to collections.

10. No Guarantee of Future Enrollment. Parent understands that current and/or past enrollment at Hearts in Hand does not ensure future enrollment and that Hearts in Hand reserves the right, in its sole discretion, to decline enrollment to any Student for any reason for any school year.

11. **Student Activities.** Except as set forth below, I agree that each Student enrolled during the School Year may participate in all activities at Hearts in Hand including those planned for holidays.

Student Name	Excluded Activities	Parent Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. **Change In Legal/Physical Custody.** Each Parent hereby represents and warrants that he or she is the parent or legal guardian of each Student named. Each Parent is obligated to advise Hearts in Hand in writing of any change in legal or physical custody, or in any court order either Parent has provided to Hearts in Hand and shall do so the first school day following the changes.

13. **COVID-19 Policies.**

- a. Disruption of School Operations. In response to the pandemic, Hearts in Hand implemented health and safety measures to mitigate the spread of coronavirus disease and SARS-Cov-2, a highly contagious communicable virus (together, “COVID-19”). Hearts in Hand’s health and safety protocols are informed by guidance issued from the Centers for Disease Control and Prevention, the State of Colorado and the Larimer County Health Department. The safety protocols are outlined in the COVID Procedures, attached hereto as Exhibit C (the “COVID-19 Response Handbook”)³. Although Hearts in Hand expects to operate its program and facilities during the term of this Enrollment Agreement, Parent understands and agrees that Hearts in Hand, may at its sole discretion and consistent with expectations articulated in the [COVID-19 Response Handbook], close the facility without notice due to COVID-19 related events, including, but not limited to government mandated shutdowns, school closures in Larimer County, and COVID-19 exposure within the facility or otherwise impacting the Students and families enrolled at Hearts in Hand, as may be determined solely by the director of Hearts in Hand (each, a “COVID-19 Closure”). Parent also understands and agrees that in the event of a COVID-19 Closure, Parent’s obligations under this Enrollment Agreement will continue, and that no portion of Tuition paid by Parent or outstanding will be forgiven or refunded (except as set forth below).
- b. Pandemic Reporting. Hearts in Hand may, at its sole discretion and consistent with expectations articulated in the [COVID-19 Response Handbook] and this Enrollment Contract take action against Students and/or families who fail to follow Hearts in Hand’s health-related practices. Students and families who violate health-related expectations set forth therein may be prohibited from visiting the facility. Hearts in Hand consequently reserves the right, at its sole discretion, to revoke enrollment privileges for any violation of its health protocols. In addition, Parents are prohibited from falsely representing that they or their Student(s) has contracted COVID-19 and/or alleging that they or another Student are infecting their peers with COVID-19. Students and families are prohibited from knowingly reporting false test results for COVID-19.

- c. **Sick Day Credit: 1 contracted week at 50% credit (may not be used for vacation)**

- d. **COVID credit:**In the event the center is required to close due to a COVID exposure or state or local mandated health order up to a 50% credit may be issued to families for closure days at the discretion of the center.

14. Miscellaneous. The only proper venue for any court proceedings held hereunder shall be the appropriate Colorado state court in Larimer County, Colorado. This Enrollment Agreement shall be governed by the laws of the State of Colorado. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by both the undersigned and the Head of School or designee. This Enrollment Agreement represents the entire and integrated agreement between Hearts in Hand and the Parent and supersedes all prior negotiations, representations or agreements, either written or oral. If any term or provision hereof is invalid for any reason whatsoever that provision shall be severed and shall not affect the validity of the remainder of the Enrollment Agreement.

(Signature page follows.)

Hearts in Hand shall reserve a position for the below identified Student(s) for the School Year, if the undersigned Parent(s) have completed and signed this Enrollment Agreement.

Student's Name: _____

Classroom: _____

By signing my name, I am certifying that I have read and accepted all of the terms and conditions on all pages of this Enrollment Agreement. I understand that I am liable for the Monthly Payment for the School Year (including payment of the Registration Fee) and other obligations set forth in this Enrollment Agreement.

Parent Name: _____

Parent Signature: _____ **Date:** _____, 2020

Parent Name: _____

Parent Signature: _____ **Date:** _____, 2020

EXHIBIT A
 Weekly Tuition and Rate Schedule
 9/1/2020-8/31/2021

	5 DAYS	4 DAYS	3 DAYS	2 DAYS	1 DAY
INFANTS 6WKS-12 MONTHS	WEEKLY/MONTHLY	WEEKLY/MONTHLY	WEEKLY/MONTHLY	WEEKLY/MONTHLY	WEEKLY/MONTHLY
FULL DAY	\$397	\$340	\$312	\$233	\$116
HALF DAY	\$198	\$170	\$156	\$116	\$58
WOBBLERS 12-24 MONTHS					
FULL DAY	\$381	\$333	\$311	\$217	\$110
HALF DAY	\$190	\$167	\$155	\$108	\$55
TODDLERS 24-36 MONTHS					
FULL DAY	\$331	\$305	\$273	\$205	\$103
HALF DAY	\$166	\$152	\$137	\$103	\$52
PRESCHOOL/PK 2.5-5 YEARS (POTTY TRAINED)					
FULL DAY	\$290	\$265	\$228	\$185	\$95
	\$145	\$133	\$114	\$93	\$48
KINDERGARTEN (MIN 2 DAYS)	\$275	\$250	\$200	\$175	N/A
SCHOOL-AGE VIRTUAL LEARNING	\$250	\$200	\$150	\$100	\$50

Initial registration fee (non-refundable): \$100
Annual fee: \$50/child
Field Trip Fee TBD
School Supply Fee \$50/child
Deposit to hold spot: \$500 (nonrefundable goes towards registration fee and tuition)
Late payment fee \$25
Late pick up fee: \$15 per child for first 15 minutes
Sibling discount 10% off oldest child or lowest rate
Vacation credit: 2 weeks of contracted days (Sept-May), 1 week of contracted days (May-August)
Sick day credit: 1 week of contracted days at 50% credit can be used anytime
COVID credit: 50% credit for days center is closed due to COVID may be issued at the discretion of the center
Withdrawal/Refunds: A 30 day notice is required. Refunds must be discussed with Director.
Returned check fee: \$50 (cash or money order required after 2 NSF checks)
No pick up or drop off between 12:30-2:30
Children in attendance for nap will pay full day prices.
Drop in daily rates: Infants \$120 Wobblers \$115 Toddlers \$105 Preschool \$100

 Parent/Guardian Signature

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EXHIBIT B

COVID-19 Response Handbook

COVID Response Handbook :

Parent Policies and Procedures-

Drop off:

Please wait at one of the designated spots marked with a red X or in your car until the front drop off spot is available. If there isn't anyone outside please message on Brightwheel that you have arrived and we will send someone out to greet you. We have extra staff between 7:30-9:00 for shuttling.

Parents must wear a mask drop off and pick up. Please maintain distance from others and make sure your kids are maintaining distance. Please make sure your kids are with you at all times as the parking lot can be a busy place. Please do not allow children to get close to the door or others.

When it is your turn please proceed to the drop off spot at the front. Drop off your child's lunch and any other items for the day on the cart. Please be sure everything is labeled.

Your child will have a quick temperature check and parents should complete the check in on Brightwheel and health screen. It is a good idea to do a quick temp check prior to coming to school. If you do not check off all the boxes on the health screen please let a staff member know as we will must discuss prior to entry.

Please make sure your child has sunscreen on arrival.

Prepare your child for an outside drop of with Ms. Sara, Ms. Andrea or Ms. Irina. Let them know their teachers will be wearing masks. It is a little different for kids but they have adjusted to it well.

Please limit items coming into the center as much as possible. We have to clean and sanitize everything that comes in. For infants, if possible leave car seats in the car.

Pick Up:

Please message when you arrive and we will bring your child out. Please wait in your car or one of the spots marked on the sidewalk until your child is at the door. We will then release your child.

Please be sure to check and see if they have items to take home. They will be on the cart or in a labeled bag.

Often we can't always tell who's car it is or which parent so please message even if you think we see you!!

Lunches:

Please bring in a disposable plastic or paper bag. We transfer all food to paper plates and dispose of the bag and wrapper prior to serving.

Communication:

Don't hesitate to check in with teachers as often as you need to through Brightwheel. In you are wanting a phone conversation please let us know and we can schedule times for teachers to be out of the classroom.

Payments:

If you are paying by check or cash it can be left on the cart. Please alert staff that is it there. We encourage parents to pay via credit card authorization or Brightwheel if possible.

Illness:

Children who are experiencing any symptoms should not attend school. Please notify the school immediately if your child has symptoms, someone in your household has symptoms or if there has been a COVID exposure.

Symptoms can include: cough, fever, shortness of breath, ear pain, stomach pain, diarrhea, vomiting, discharge from eye or nose, congestion, loss of appetite, loss of taste or smell.

Children should also not attend school if someone in the household has symptoms or there has been an exposure or contact with someone with COVID 19 in the last 14 days.

Children exhibiting symptoms at school will be sent home immediately.

Children must be symptom free for 72 hours before returning to school. Those with a positive COVID test must fulfill the 14 day quarantine period. Children may return to school after a negative COVID test after they are symptom free for 72 hours.

The center should be notified immediately of a COVID positive test of a child or family member.

**Hearts in Hand
is committed to
following all
Colorado
Health, Larimer
County Health
and CDC
Guidelines
regarding
COVID 19 and
child care
operations.**

We know this can be a scary time for you and your family. We want to assure you we are doing everything we can to keep your child safe and healthy during this unprecedented time.

**Curb side drop off
and pick up:**
Parents/visitors are not allowed into the center at this time. Staff will meet you in the parking lot for drop off and bring your child to you at pick up.

Cleaning and sanitizing:
Frequently touched surfaces will be clean every hour.

All items coming into the center will be sanitized.

Toys and supplies will be sanitized after use. Children will be given their own set of materials when possible.

The center is professionally cleaned and sanitized every night.

Health screenings:
Staff and children are required to have a daily health screening which includes a temperature check. No staff or child will be admitted to the building with illness or symptoms of illness.

72 Hour Policy:
Staff and children must be symptom free without medications for at least 72 hours before returning to school.

Distancing:
Staff will maintain distance of 6 feet whenever possible. Children will be spaced apart as much as possible for eating, sleeping and play. Outside time and play will be encouraged.

Handwashing:
Staff and children will wash hands throughout the day. It will be built into the daily routines.

High temperatures will be used to wash and dry bedding, materials and dishes.

Communication:
Staff and parents can communicate through our Brightwheel app on daily basis. Parents are also welcome to call and chat with staff anytime. Staff are working hard to update children's profiles and feeds in real time.

Email and Brightwheel Updates:
Parents will be notified of any changes in policies, state orders or guidelines immediately via email and Brightwheel. We will keep parents updated on this ever evolving situation.

Limiting contacts:
We will limit the number of contacts your child has daily by keeping groups of kids and teachers together and limiting the moving around of staff. Staff will be assigned to a group of children. Children will be kept in their group for the entire day. Center hours are reduced to allow staff to remain with their group for the day.

Masks:
Center staff will wear masks in the building and when in close contact with children. School-age children will wear masks inside the building.

We talk weekly with Larimer Health and Colorado Licensing to review and changes in guidelines and ask questions.

We have monthly meetings with our health consultant and can consult them anytime with questions or concerns.

The staff is working hard on providing a safe, nurturing place for kids during this time and is working to support their social-emotional needs during this crisis. We know this can be a scary time for kids so we are supporting their needs and providing a consistent routine with loving care.

We have weekly meetings with our behavior consultant and mental health expert to discuss any needs of kids, families or staff. We want to support everyone during this time. We are all in this together!