

# 2022/2023 Enrollment Contract

(Expected First Day of Attendance \_\_\_\_\_)

This contract will explain the rules and regulations of The Birds Nest, Inc ("School"), and will outline the responsibilities of both the School and the Parents. Please be familiar with the provisions set forth in this document. The laws of the state of Montana make this contract a legal and binding agreement.

I/We, undersigned, being fully aware and understanding completely, the regulations and responsibilities set forth in this contract, do, by virtue of my/our signature(s), agree to abide by, and fulfill, all responsibilities, and regulations, understanding that failure to do so will result in the termination of care and/or legal action. I have electronic access to a full copy of this contract \_\_\_\_\_ (initial).

STUDENT:	_____	_____	_____
	Full Legal Name	Prefer to be Called	Date of Birth
PARENTS:	_____	_____	_____
	Parent/Guardian Signature	Print	Date
	_____	_____	_____
	Parent/Guardian Signature	Print	Date
SCHOOL:	_____	_____	_____
	The Birds Nest, Inc Signature	Print	Date

## CONTRACTED SCHEDULE & DISCOUNTS:

### Full Day Options

- Monday & Tuesday \$650
- Wednesday & Thursday \$675
- Tuesday, Wednesday, & Thursday \$925
- Monday through Thursday \$1150
- Other: \_\_\_\_\_ \$ \_\_\_\_\_  
(for grandfathered families only)

### Extended Day Options

- Monday & Tuesday \$700
- Wednesday & Thursday \$725
- Tuesday, Wednesday, & Thursday \$1025
- Monday through Thursday \$1300
- Other: \_\_\_\_\_ \$ \_\_\_\_\_  
(for grandfathered families only)

### Contracted Times

**Daily Arrival Time:** \_\_\_\_\_am  
Must be between 7:30am and 8:45am.

**Daily Departure Time:** \_\_\_\_\_pm  
Must be between 3:00pm and 4:00pm for Full Day options or between 4:00pm and 5:00pm for Extended Day options.

### Discounts

- 5% Sibling Discount
- 50% Staff Discount
- 5% Quarterly Payment Discount  
(Families enrolled prior to 09/30/2022)
- \_\_\_\_% Grandfathered Discount  
(Families enrolled prior to 12/31/2021)

### Schedule Notice

I understand that advanced notice is required for any absence, late arrival, or early departure. In the event of an absence due to illness, Child Care Licensing requires that the reason for absence be communicated with the School. Students should not arrive or depart between 12:00pm and 2:45pm, so plan accordingly.

## CONTRACTED TERMS & AGREEMENT:

Please be familiar with the provisions set forth below. The laws of the state of Montana make this contract a legal and binding agreement.

**Parental Rights:** Legal documentation must be provided to prevent any parent from having equal rights to pick up their child and/or make any decisions impacting the Student, School, and/or Contract.

**Consent:** This Contract is entered into with mutual consent of the Parents and the School, for the enrollment of the Student, for a period of up to 12 months, ending on December 31<sup>st</sup> and renewing on January 1<sup>st</sup>.

**Contracted Enrollment Schedule:** The Student is contracted for the days and daily arrival/departure times marked on page 1 of this Contract, they cannot be changed or traded at will. Extra days can be added, with advance approval by the School, at the daily rate of \$55 for a full day or \$65 for an extended day.

**Missed School Notice:** Parents must notify the School by 8:00am if their student will be absent, arrive late or depart early. Child Care Licensing requires that the reason for the absence be communicated with the School. Students should not arrive or depart between 12:15pm and 2:45pm if possible.

**Immunization Records:** The School requires that all students receive vaccines following the recommended schedule. If a student will be receiving immunizations, they may not return to school until they have been home for a full 24-48 hours for monitoring (the rest of the current school day and the entire following school day – scheduling them on the Students last day of School for the week eliminates the need to miss a full day). Student immunization records must be submitted into Playground by each vaccine due date (upon enrollment, at 3 months, 5 months, 7 months, 16 months, 19 months, and 6 years). If records are past due, Child Care Licensing requires that the Student be suspended until records are submitted and the School is able to confirm that the Student is current with all required immunizations. Some exceptions may apply.

**Tuition Deposit:** A non-refundable \$500 tuition deposit is required to reserve a spot for each Student once the enrollment offer has been made. The deposit will apply to the first monthly tuition invoice.

**Payment Obligation:** Tuition reserves each Student's spot in the program and credits will NOT be issued for absences or School closures (scheduled or unexpected). Parents have an individual and joint obligation to pre-pay all tuition/fees under this Contract. Tuition is due by midnight on the first (1<sup>st</sup>) of each month. Parents' failure to pay any amount due pursuant to the terms of this Contract, may, at the School's sole discretion, result in the suspension or dismissal of the Student from the School. Parents shall pay any costs and/or attorney's fees the School incurs to collect an outstanding balance.

**Payment Method:** Parents can make payments through Playground via secure electronic check or credit card (a processing fee may apply). Cash or paper check made out to The Birds Nest need pre-approval.

**Late Payment Fee:** Parents understand and agree that a \$100 fee will be assessed if tuition is not paid by midnight on the 1<sup>st</sup> of the month or if payment is initiated on time and then later fails for any reason.

**Early Arrival and Late Departure Fee:** Parents understand and agree that a \$25 per 10-minute fee will be assessed if a Student arrives before their contracted daily arrival time or is picked up after their contracted daily departure time.

**Renewal Contract:** The renewal Contract will be posted annually by November 25<sup>th</sup>, must be signed by December 31<sup>st</sup>, and goes into effect January 1<sup>st</sup>. Any contract term changes and tuition rate increases (1-5%) will be included. Failure to sign the Contract on time will result in a \$50 unsigned contract fee.

**Contract Revision:** If the days and/or times of the Contracted Schedule need to change for any reason, a thirty (30) days signed WRITTEN NOTICE must be submitted on the 1<sup>st</sup> of the month. The revised Contract will need to be signed within the 30-day notice period and go into effect on the 1<sup>st</sup> of the month following the notice period. Failure to sign the updated Contract on time will result in a \$50 unsigned contract fee.

**Scheduled School Closures (15 days/year):** Each year our School closes for New Year's Day, President's Day, Spring Break (1 day), Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Break (2-3 days), Winter/Holiday Break (2-4 days), and for Professional Development (2-3 days). Some holidays may be observed on Monday or the nearest School day. The current School calendar and events can be found on the School website. The School reserves the right to close for additional days with a thirty (30) day written notice. These closures may include professional development opportunities and are rare.

**Unexpected Closures:** Due to Child Care Licensing Regulations and other governing agencies, the School may be required to close for unexpected emergencies such as power outages, severe weather, communicable disease prevention, or for reasons out of the Schools control. In the event of an unexpected closure, Parents will be notified and expected to pick up their Student within 30 minutes – the late departure fee will apply. In the event of a power outage, the School will notify Parents immediately and then wait 30 minutes before issuing a closure notice, Parents are then expected to pick up within 30 minutes of the closure notice – the School will remain closed for the day regardless of when power is restored.

**Withdrawal:** Parents must provide a thirty (30) days signed WRITTEN NOTICE to the School, on the 1<sup>st</sup> of the month, to temporarily or permanently withdraw the Student from the School. Tuition and applicable fees are owed for the 30-day notice period regardless of attendance. After the 30-day notice period, Parents will no longer be responsible for tuition payments pursuant to this Contract. In the event of a temporary withdrawal (4-16 weeks), Parents understand and agree that upon re-enrollment, a tuition rate increase may apply and a Contract Revision will apply. Tuition is not owed during a temporary withdrawal.

**Termination:** The School reserves the right to terminate this Contract effective immediately or with 30-day written notice for any reason, including, but not limited to: the Student or Parents are threatening the safety of others; the Student or Parents are found to deliberately damage School property; the Student's needs are beyond what the School is reasonably able to support/accommodate; the School is NOT a good fit for the Student or Parents (based on the Students ability to adjust to the classroom setting or the perceived parent satisfaction of the School).

**\*\*OUR SCHOOL IS OPEN TO ALL STUDENTS REGARDLESS OF RACE, CREED, COLOR, NATIONAL ORIGIN, RELIGION, PHYSICAL, MENTAL OR SENSORY DISABILITY, SEXUAL ORIENTATION OR GENDER IDENTITY. \*\***