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www.anotherwaymontessori.org

2008 - 2009 Academic Year Contract

Welcome to the Another Way Montessori Development Center! Another Way Montessori Development Center (hereafter referred to as “Another Way”) is a *non-profit 501c(3)* program meeting the needs of children ages 4-12. Another Way recognizes the child’s need for hands-on experience in order to focus attention, promote awareness and retention, sharpen analytical skills and develop a relationship with their work. We look forward to a healthy and happy relationship with you and your child(ren). The following policies and terms have been adopted to ensure the smooth operation of Another Way and the safety of children in the program. The parent or guardian (hereafter “Parent/Guardian”) of _____ (hereafter “the Student”) enrolled at Another Way pursuant to this Contract agree(s) to and understand(s) the following terms:

1. Dates of Operation: The center is closed for certain holidays and school breaks. Another Way follows its own calendar which roughly follows but may differ significantly from the Park City School District calendar and may be altered during the academic year as Another Way deems reasonable and necessary. Another Way provides the calendar at the beginning of the academic year and provides updates throughout the academic year.

There will be no tuition credit for holidays/breaks, absences or early pick-ups, unless arrangements are made in advance in writing, on an individual basis. Another Way’s Academic Year runs from September through mid-June; optional summer workshops and the summer academy (available under a separate tuition agreement but otherwise under the terms of this Contract) operate in June and July. Another Way is closed to students during the month of August when it engages in academic planning and Montessori training.

Hours of Operation: The children are divided into two groups: elementary, roughly ages 6 and above; and pre-primary, roughly ages 5 and under (“roughly” because students are placed in groups according to ability not age).

Elementary hours: 8:30 a.m. - 3:00 p.m., with drop-off at 8:15 a.m. - 8:30 a.m. and pick-up at 3:00 p.m. - 3:15 p.m.

Pre-primary hours: 9:00 a.m. - 2:45 p.m., with drop-off at 8:45 a.m. - 9 a.m. and pick-up at 2:45 p.m. - 3:00 p.m.

Families with a child in both programs may bring and pick-up the pre-primary child according to the elementary hours with the understanding that the child will be a teacher’s helper or do quiet work with supervision but without instruction during the morning time difference.

After-care/ Early Drop-Off or Late Pick-Up: Early drop-off or late pick-up may be either pre-arranged or unscheduled at an additional cost.

Pre-arranged/family emergency: Early drop-offs or late pick-ups that are pre-arranged or are the result of an emergency are at the rate of \$12.00 per hour with an additional \$3.00 per hour per additional enrolled child.

Late Fee for Unscheduled Late Pick-Ups: Late pick-ups after 3:15 p.m. for elementary children and after 3:00 p.m. for pre-primary children, will result in a charge of \$10.00 for up to the first ten minutes, \$15.00 for up to the next ten minutes (or part thereof) and \$20.00 for each ten minute period thereafter (or part thereof). The late fee is due at the time of pickup.

2. Release of Children: Another Way will only release the Student to those individuals listed on the Child Release form or to those individuals for whom Another Way has received written permission for release from the parent/guardian. For the Student's safety, Another Way may ask any unfamiliar party to show photo identification or call you for verification of their right to release the Student. Parent/Guardian grants Another Way permission to release the Student to the parents/guardians of other enrolled students with the oral permission of the Parent/Guardian.
3. Custody Disputes: Another Way does not deny access or release of the Student to any parent, guardian or co-guardian unless it has been provided with a copy of an active restraining order or specific schedule of court-ordered visitation rights. A court order resolving and clarifying parent/guardian visitation and release rights, clearly stating such rights, must be on file with Another Way if the parents/guardians wish Another Way to follow it granting access to or release of the Student to any parent or guardian. If the family custody arrangements become unclear, cause disruption at the school or are in dispute between or among the parents/guardians, Another Way will require proof of court resolution of the custody arrangement and will take such action as it deems reasonable and necessary to avoid further disruption at the school and harm to the Student.
4. Necessary Forms: Concurrent with enrollment and/or prior to attendance as the form dictates, the following forms must be submitted on behalf of the Student: 1) Application Form; 2) Registration Form; 3) Child's Health Assessment; 4) Physical Examination; 5) Utah School Immunization Record; 6) Annual Child Health History Assessment; 7) Child Release Form; 8) Developmental Movements Form

This information MUST include any allergies and/or physical limitations specific to the Student and emergency contact information. These records must be updated annually. All student files are confidential, except as may be otherwise stated herein. Children without medical records cannot attend Another Way. These forms must be submitted to Another Way for inclusion in the Student's records.

Additional Forms: Additional forms may be required at enrollment and throughout the school year.

5. Illness: If Another Way determines that the Student is ill, the Parent/Guardian must pick up the Student within two hours of notification. If the Student is absent due to a contagious illness or reportable disease, the Student, at Another Way's sole discretion, may only be allowed to return with a physician's note to ensure the prevention of illness spreading to other children and staff.

6. Emergency Medical Treatment: By signing this contract, the Parent/Guardian grants Another Way permission to administer first aid or to obtain emergency medical treatment for the Student as may be reasonable or necessary. All Another Way employees are CPR certified and will administer CPR if it appears necessary as Good Samaritans with the protections of the Good Samaritan Act.

Costs incurred as a result of treatment of any injury or illness sought by Another Way for the Student are the sole responsibility of the Parent/Guardian.

Parent/Legal Guardian Initials: _____

7. **Release of Liability: Another Way encourages safe physical activity to promote the children’s health and welfare. In addition to typical school activities such as academic work and outdoor play, Another Way offers programs including, but not limited to: fieldtrips, skiing, horseback riding, and contact with animals, all of which carry inherent risks of harm. By signing this contract, the Parent/Guardian agrees to release Another Way, it’s employees, volunteers, board members, agents and assigns from liability for any injury to the enrolled Student that may occur while at Another Way or while attending any activity connected to the Student’s enrollment and attendance at Another Way.**

Parent/Legal Guardian Initials: _____

8. Handbook: Another Way makes its Handbook available online at the beginning of the academic year. Hard copies will be provided at Parent/Guardian’s request. The Handbook contains school rules and guidelines. By signing this contract, Parent/Guardian agree(s) to abide by the rules and guidelines set forth in the Another Way Montessori Development Center Handbook (hereafter “the Handbook”).

Parent/Legal Guardian Initials: _____

9. Elemental Protection/Daily Provisions: The Parent/Guardian agrees to provide necessary provisions and protections for their children as set forth in the Handbook. The Parent/Guardian grant(s) Another Way to apply such protections or provisions as necessary, including but not limited to sunscreen, bug repellent, hiking and ski gear.
10. Uniforms: Students are required to wear the school uniform every day. Uniform specifications and requirements are set forth in the Handbook.
11. Ski and Horseback Program Adjustments: Another Way will, at its discretion, adjust the timing and content of the ski and horseback riding programs according to weather and other conditions affecting the effectiveness and safety of those programs.

12. Classroom Observation: Extended visits by parents or guardians to the classroom for observation is encouraged but must be scheduled in advance. Observing parents/guardians must follow the Observation Guidelines set forth in the Handbook.
13. Volunteer Participation: Another Way is able to provide a lower student to teacher ratio with longer classroom hours than most other schools in the area for a comparable or competitive tuition. One of the ways Another Way is able to do this is by encouraging parents/guardians to volunteer their time and efforts. Another Way will ask every parent/guardian to volunteer as set forth in the Handbook and as opportunities arise. Volunteer participation by the parents/guardians is essential to fulfilling Another Way's mission to provide the best educational experience for each student.
14. Sharing of Personal Contact Information: Another Way distributes a Parent/Student Information List to staff and other parents/guardians at the school. It includes parent/guardian names, addresses, telephone numbers, e-mail addresses as well as the students' birthdates and emergency contact information. Anyone who does not want the information listed above to be included on the Parent/Student Information List must so state in writing.
15. Photographic Images: Photographic images, including both still and video, taken by Another Way of the Student while participating in Another Way activities are the sole property of Another Way. Parent/guardian hereby consents to and authorizes the use and reproduction of any and all photographs, still and video, taken of the Student while participating in Another Way activities.
16. Books and Materials Fee: A yearly books and material fee of \$300 will be due at the time the deposit/enrollment commitment is made or upon enrollment, whichever is earlier, to secure the Student's place at Another Way (see number 17, second paragraph below explaining the deposit/enrollment commitment). Another Way will use this fee to purchase educational and operational items both consumable and reusable that are geared toward the specific needs and interests of the incoming class. The items to be purchased include but are not limited to regular textbooks and instructional materials as well as supplemental texts and materials. Supplemental materials purchased are intended to add to the educational benefits provided by the core curriculum.
17. Tuition Deadlines: Tuition is due according to the option selected in the signed Enrollment Commitment Agreement, which is incorporated by reference herein. Under the Annual Payment option, tuition is due by June 1, 2008 or upon enrollment, whichever is earlier. Under the Semi-Annual Payment option, half the tuition is due by June 1, 2008, and the remainder is due by November 1, 2008. Under the Monthly Payment option, tuition payments are the first day of each month beginning September 1, 2008 through May 1, 2009.

Tuition Deposit: Another Way requires a deposit (also referred to as an enrollment commitment) of \$1,000 for returning students and \$1,500 for new students upon reservation or enrollment, whichever occurs first. Those paying on the Monthly Payment option or the Semi-Annual Payment option must make the full first month's payment or the first semi-annual payment at the time that it is due. The tuition deposit is applied to the full cost for tuition for the year and not to any particular month.

Tuition Refunds: Another Way is a small privately operated non-profit school whose enrollment is not large enough to qualify for tuition insurance. Any early student withdrawal greatly and detrimentally affects Another Way's budget and by extension the curriculum and activities of the remaining students. Another Way cannot absorb the financial loss caused by early withdrawal (withdrawal prior to the end of the Academic Year) of the Student during the Academic Year. Tuition will not be refunded upon early withdrawal of the Student from Another Way.

Sliding Scale Tuition: For those whose tuition is subsidized based on a sliding scale or any subsidy, misrepresentation of gross household income or subsidy status may result in dismissal from the center and retroactive charges for all underpaid tuition. Any legal fees will be the responsibility of the person or parties making the misrepresentation.

Late Payments: Another Way reserves the right to cancel the Student's enrollment if payments are not made by the agreed upon due dates. In cases where tuition is past due, Another Way reserves the right to withhold records or transcripts to other academic programs. Late payments are subject to a late charge 1.5 % per month (an annual rate of 18 percent). In cases of failure to pay, Parent/Guardian agrees to pay, to the extent permitted by law, Another Way's expenses of enforcement and collection, including attorney's fees and costs.

Non-Sufficient Funds: Another Way will charge a \$50.00 fee for checks returned due to non-sufficient funds. Payments made from accounts without sufficient funds will be considered late. Another Way reserves the right to refuse payments by check.

18. Breach of Contract: The failure of a Parent/Guardian or the Student to abide by the terms of this contract and the Handbook may result in a breach of contract and the Student's dismissal from the school. Refunds will not be given for breach of contract.
19. Grounds for Termination of Contract: Violations of the terms of this agreement are grounds for termination of the agreement without refund. If Another Way exercises its right to terminate the contract by dismissing the Student, it is not required to but may consider granting a refund on a case-by-case basis at its sole discretion. Grounds for dismissal include but are not limited to: (1) the Student's failure to perform current center work at an acceptable level; (2) the Student's behavior or lack of cooperation is deemed unacceptable; (3) the Student willfully harms another student or animal causing injury; or (4) overdue tuition payments.

Dismissal of Student: Another Way will keep the Parent/Guardian informed on a sensitive, constructive, and non-biased basis if it is considering dismissal of the student. Another Way will make reasonable and appropriate interventions, including consultation with the Parent/Guardian, to avoid dismissal of the student. If after such interventions have been implemented, Another Way determines that the program is not in the best interests of the Student, the Parent/Guardian or Another Way, the Student will be dismissed. Another Way will give thirty days written notice when practical at its sole discretion and will aid in the Student's transition as much as possible within those thirty days. If any student willfully harms another student or animal causing injury, automatic and immediate termination will be necessary at Another Way's discretion.

(continued on following page)

20. Non-Discrimination Policy: Another Way does not illegally discriminate on the basis of gender, race, color, national or ethnic origin, or religion in its educational or admission policies, scholarship, tuition and loan programs, athletic programs or any other program Administered by Another Way.

I acknowledge that I have received all pertinent information in order for my child to excel academically, emotionally and socially at Another Way. I understand it is my responsibility to contact Another Way with any questions or concerns before signing this enrollment agreement. I understand that my child's success is largely dependent on this agreement with Another Way. I understand that by signing below I have agreed to the terms of this contract.

Name of the Student: _____

Parent/Guardian Date: _____

Print Name

Parent/Guardian Date: _____

Print Name

Diane Bode, executive director Date: _____
Another Way Montessori Development Center

Living Matrix Education, Inc. dba Another Way admits students of any race, color national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.