

ENROLLMENT CONTRACT

Jewish Family Service / Disability Services d.b.a. Celebration Company

Page 1

Participant Information

Participant Name: _____

Street Address: _____

City/State: _____

Zip Code: _____ Home Phone: _____

Email: _____

Social Security #: _____

Emergency Contact Information

IN CASE OF EMERGENCY, NOTIFY:

Name: _____

Home Phone: _____ Mobile Phone: _____ Text? Y/N

Name: _____

Home Phone: _____ Mobile Phone: _____ Text? Y/N

PHYSICIAN:

Name: _____

Address: _____

Phone: _____

Hospital of Choice: _____

SPECIAL INSTRUCTIONS/ ALLERGIES:

ENROLLMENT CONTRACT

Jewish Family Service / Disability Services d.b.a. Celebration Company

Page 2

Participant's Name: _____

ENROLLMENT CONTRACT TERMS AND CONDITIONS

Please read all terms and conditions of the Enrollment Contract.

- 1) As the participant, guardian, or guarantor signing this **Enrollment Contract**, I agree to pay all obligations included in the "Fees" section of this contract.
- 2) The obligation to pay the full fee for 12 months is unconditional and the withdrawal of the participant for any reason, including, but not limited to disciplinary reasons, or extended absence does not relieve the Participant or Guardian of the responsibility for payment of the fees for 12 months.
- 3) Fee payments are due in accordance with one of the three payment options described herein.
- 4) Any late fees assessed by Celebration Company are due and payable at the time of assessment. All fees must be paid within 30 days of notice. After 30 days, a 1.5% late fee will be imposed each month on all outstanding balances
- 5) A participant whose payments are past due may not be permitted to attend the program.
- 6) The implementation of an installment plan program through Jewish Family Service shall not create a fractional **contract** or in any way relieve the Participant or Guardian of the responsibility for fees for the contract period of 12 months.

A.) REFUND: An applicant whose application has been accepted for enrollment by JFS and payment in full has been made prior to commencement, shall not be entitled to a refund of fees paid or application fees except in exceptional circumstances and at the discretion of the CEO of JFS.

B.) COLLECTION: I authorize Jewish Family Service and Celebration Company to collect any claim due under the Enrollment Contract. If I need to withdrawal from the program as a result of a medical condition, unless client can present written verification from the client's doctor stating that the client has a medical condition that would prohibit participation in the program, I understand that I am still liable for the entire contracted amount.

C.) ENROLLMENT: I understand that enrollment is provided solely on an annual basis; **Re-enrollment** may be withheld or made conditional on the fulfillment of behavioral, financial and other requirements.

D.) COLLECTION PRACTICE: Jewish Family Service and Celebration Company maintains the right to take such legal action as it deems necessary to collect all monies due it, including without limitation fees, and charges which are not paid. Should Jewish Family Service and Celebration Company undertake legal action, Participant/Guardian shall be responsible for all such costs, charges, and fees including litigation expenses and reasonable attorney's fees.

ENROLLMENT CONTRACT

Jewish Family Service / Disability Services d.b.a. Celebration Company

Page 3

Participant's Name: _____

E.) CHANGE IN PRACTICES & PROCEDURES: Jewish Family Service and Celebration Company reserves the right to change its procedures and practices from time to time as circumstances may require with notice provided as soon as practical

F.) DAYS OF OPERATION: I understand that Celebration will operate each week on Monday through Friday from 9 AM to 3 PM. Celebration Company will not be open on all Federal, state, local, and Jewish holidays listed in the calendar attached to this document. **Celebration Company will close early (1:00) on a quarterly basis for staff development.** There is no reimbursement for holidays or days missed for any reason.

G.) GROUNDS FOR TERMINATION: I understand that the essence of the relationship between the Participant and Celebration Company is a mutually respectful partnership, based upon the Judaic principle of *derech erez* (respectful behavior). If it is determined by the CEO of Jewish Family Service that confidence in the Participant is undermined to the point where the interests of the Program cannot be well served, then Jewish Family Service and Celebration Company reserves the right to terminate or not renew for subsequent years.

I understand and will pay all fees associated with my participation, including any applicable late fees. I have read and agree to all Terms & Conditions of the **Enrollment Contract**. When accepted by Jewish Family Service and Celebration Company, I understand that this **contract** is legally binding.

Participant/Guardian, or Guarantor Name: _____

Participant/Guardian, or Guarantor Signature: _____

Date: _____

Notarized:

THE STATE OF TEXAS X

X

COUNTY OF HARRIS X

This instrument was executed by _____, SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the ____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

STANDARDS OF CONDUCT

Jewish Family Service/ d.b.a. Celebration Company

Page 4

I, _____(Name of Celebration Company participant) of _____, _____, TX _____(Address) understand that Celebration Company seeks to promote the well-being of its employees in the workplace by maintaining high standards of professional conduct. Accordingly, this policy sets forth standards for professional conduct, including but not limited to:

1. Sexual harassment and sexual misconduct are illegal, unprofessional and prohibited in all Jewish Family Service facilities and Celebration Company employment sites. The workplace environment for employees should be free from inappropriate conduct of sexual nature. Jewish Family Service is committed to complying with Federal and state laws. Participants who engage in such conduct will be subject to disciplinary action, up to and including termination without refund of paid program fees.
2. Participants will have satisfactory attendance and not conduct excessive tardiness.
3. The use of obscene or abusive language is prohibited in all Celebration Company facilities
4. There shall be no disruptive behavior in the work environment or on the JFS Celebration Company bus.
5. Participants will not threaten or perform physical violence towards another participant or Celebration Company staff.
6. During the time of Celebration Company, there shall be no fighting, gambling, horseplay or using profane, obscene or abusive language while at work, threatening, intimidating, or coercing others while on company premises.
7. All participants must demonstrate a willingness to work in harmony with others.
8. No participant will possess or bring weapons or firearms onto Company premises.
9. No participants will possess, be under the influence of, or use alcohol or illegal substances during work times.
10. Insubordination will not be tolerated, including refusing to follow a supervisor's directions or other disrespectful conduct to a supervisor or manager.
11. All participants will be personally liable for destroying or willfully damaging company or employee property, records, or other materials.

STANDARDS OF CONDUCT
Jewish Family Service/ d.b.a. Celebration Company

Page 5

Participant's Name: _____

Participants are expected to abide by all policies promulgated by Celebration Company and employees should report to their supervisors any conditions or circumstances that prevent satisfactory work performance. Jewish Family Service/ d.b.a. Celebration Company believes that commonly accepted standards of conduct help maintain good relationships at work, and promote both responsibility and self-development. Therefore, if you engage in misconduct of any kind, including one of the eleven examples listed above, you may be subject to disciplinary action, up to and including termination without refund of paid program fees. It is impossible to provide an exhaustive list of types of conduct that are not permitted. The list above is, therefore, intended simply to provide some examples.

I have read and agree to the following Terms & Conditions within the Standards of Conduct of the **Enrollment Contract**. When accepted by Jewish Family Service and Celebration Company, I understand that this **contract** is legally binding.

Participant/Guardian Name: _____

Date: _____

Notarized:

THE STATE OF TEXAS X

COUNTY OF HARRIS X

This instrument was executed by _____, SUBSCRIBED AND SWORN TO before me, the undersigned authority, on this the _____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

TRANSPORTATION AGREEMENT
Jewish Family Service/ d.b.a. Celebration Company

Page 6

Participant Information

Name of Participant: _____

Participant Phone Number: _____

Parent/Guardian Phone Number (if different from participant): _____

Please check all that apply:

_____ pick up: address: _____

_____ drop-off: address: _____

_____ transportation to the ERJCC

_____ transportation for CBI (Community Based Instruction)

Supervisor/Director approval _____

Contingency Plan (please specify alternate plan should parent/guardian not be in attendance at the pick-up/drop off destination when bus arrives):

Requirements for travel

1. I _____, hereby agree that I am eligible for travel within Celebration Company's vehicle. I understand that Celebration Company determines travel eligibility, including transportation expenses. I, further, understand that Celebration Company will utilize the bus to transport participants to the designated worksite at 4019 S. Braeswood Blvd, Houston, TX 77025; to the ERJCC at 5601 S. Braeswood Blvd.; and to prearranged CBI sites.
2. This **Transportation Agreement** is a legal contract between Celebration Company and the Participant to be used to transport participants to and from the worksite

TRANSPORTATION AGREEMENT
Jewish Family Service/ d.b.a. Celebration Company

Page 7

Participant's Name: _____

3. Should the Participant not be at the pick-up/drop-off address when the bus arrives, the bus will wait **five minutes** for the Participant to board the bus or the parent/guardian arrives to pick up the child.
 - a. Pick-up: If the participant does not board the bus within five minutes of the bus' arrival, the Participant must find an alternate method of transportation for the morning.
 - b. Drop-off: If the participant requires a guardian/parent to meet him/her at the drop-off location, that parent/guardian must be at the above stated location when the bus arrives. The bus will wait **five minutes** for the parent/guardian to arrive. After those five minutes, the bus driver will return the Participant to the worksite after the bus route is completed. The Participant is allowed three "late" grace periods, after which all bus privileges are revoked and the Participant must find a new mode of transportation.

4. The Parent/Guardian and Participant will be provided with the cell phone number of Celebration Company director. It is requested that you notify the director should there be any circumstances affecting Pick-up or Drop-off. The phone call is merely a courtesy and does not affect the grace period of **three** late Pick-ups by the parent/guardian.

Dated _____

Printed Name _____

Signature _____

Witness _____

TRANSPORTATION AGREEMENT
VEHICLE LIABILITY WAIVER
Jewish Family Service/ d.b.a. Celebration Company

Page 8

I, _____ (Name of Passenger) of _____,
_____, TX _____ (Address) have requested that I be allowed to ride in the Jewish Family Service vehicle. It has been explained that if we are in an accident while I am a passenger in the vehicle owned by Jewish Family Service, I am not covered for medical expenses or other damages. I accept that as a condition of my being provided transportation, I waive any right I might have to claim any amount for damages I might suffer including but not limited to, medical expenses and pain and suffering, if the motor vehicle I am riding in is involved in an accident and I am injured. I specifically agree not to file a law suit against Jewish Family Service or the Disability Services Department for the above type of injuries and damages. I understand that if there is an accident, which is caused by someone other than by the Jewish Family Service driver/vehicle that this does not affect my ability to sue the party driving or owning the other vehicle.

It has been explained that I am required to wear my seatbelt at all times in this vehicle, I am not allowed to smoke in this vehicle, and I must comply with all rules governing the use of this vehicle. I understand that I do not have the approval to drive this vehicle.

I will follow and obey all instructions provided to me by the bus driver or an Jewish Family Service/Celebration Company Staff, to ensure proper standards of conduct are adhered to while riding in the vehicle.

Dated _____

Printed Name _____

Signature _____

Witness _____

HEALTH AND LIABILITY / IMMUNIZATION FORM

Jewish Family Service/ d.b.a. Celebration Company

Page 9

I ATTEST THAT THE FOLLOWING MEDICAL DISCLOSURE IS TRUTHFUL AND COMPLETE

Participant Name: _____

Date of birth: _____ Height: _____ Weight: _____

NOTICE: If participant requires inhaler, participant must carry

Allergies:

Describe all medical conditions:

List all medications you take:

HEALTH AND LIABILITY / IMMUNIZATION FORM

Jewish Family Service/ d.b.a. Celebration Company

Page 10

Participant's Name: _____

MEDICAL RELEASE: In the event of an emergency, I understand every effort will be made to notify the emergency contact or physician provided on this form. If these contacts cannot be reached, I give permission to the physician selected by Jewish Family Service staff to hospitalize, secure proper treatment, order injections, anesthesia, and/or surgery.

ACKNOWLEDGEMENT OF RISK & UNDERSTANDING PARTICIPANT RESPONSIBILITY: Jewish Family Service/ d.b.a. Celebration Co. staff have been properly certified with Red Cross First Aid and CPR training, and are present at programs. However, through your participation in Celebration's employment activities, you acknowledge there are associated risks and dangers. Acknowledging these risks, you assume these risks in program participation. Jewish Family Service/d.b.a. Celebration Co. is **NOT LIABLE** for loss or damage to personal items, including damage or theft of any kind.

You are responsible for preparing yourself for Jewish Family Service employment and training programs, including a thorough review of provided materials so you and your guardian are familiar with the content and physical activities involved. You are responsible for bringing the appropriate gear and clothing. You are responsible for ensuring you are in the necessary appropriate condition. If any aspect of the program including safety considerations and etiquette or hygiene is NOT clear to you, it is your responsibility to ask questions. If your medical record or needs should change after the date listed below, it is your responsibility to submit a medical update in writing prior to further participation. The safety and enjoyment of the entire group depends on your fulfillment of these responsibilities

Dated _____

Printed Name _____

Signature _____

Witness _____

PRE-EMPLOYMENT IMMUNIZATION FORM
Jewish Family Service/ d.b.a. Celebration Company
Page 11

Name: _____

Address: _____

Phone: _____ Birth Date ____/____/____

Parent/Guardian Name: _____ Phone: _____

Address: _____

PART 1- To be completed and signed by participant *OR* parent/guardian

1. **Tetanus, Diphtheria, Pertussis vaccine:** recommended by Texas Public Health Law.

The **Tetanus, Diphtheria, Pertussis vaccine test** was administered to me on date
____/____/____

2. **Influenza:** recommended annually by Texas Public Health Law.

3. **Tuberculosis (TB) test:** required by Texas Public Health Law for two consecutive years.

The **Tuberculosis test** was administered to me on date ____/____/____

4. **Chicken Pox:** recommended by Texas Public Health Law. **PART 2- attach official documentation *OR* have this form completed by your Health Care Provider. I UNDERSTAND A NEW PRE-EMPLOYMENT IMMUNIZATION FORM MUST BE COMPLETED EACH CALENDAR YEAR BY YOUR SIGNATURE YOU ARGREE**

Dated: _____

Name: _____ Signature: _____

Witness: _____

Supervisor/Director Approval: _____

Physician Approval: _____

SELF ADMINISTRATION OF MEDICATION CONSENT FORM

Jewish Family Service/ d.b.a. Celebration Company

Page 12

Participant's Name: _____

I require medications during the Jewish Family Service/ d.b.a Celebration Company employment program. I understand the process and importance of self-administering medications while participating at Celebration Company programs. I understand and agree to the following terms and expectations:

1. Prescriptions medications must be contained in original containers prepared by pharmacist and include: patient name, medication name, dosage, and time to be administered. I will only bring the amount needed based on the program length.
2. Over-the-counter medications must be in original packaging with directions, dosages, and contents, clearly marked. Only send the amount needed based on the length/duration of the program.
3. All medications must be accompanied by this completed and signed consent form.
4. Jewish Family Service/Celebration Company staff cannot force me to take medications and is not involved in the self-administration process. Jewish Family Service/Celebration staff is **NOT LIABLE IF I REFUSE** to self-administer medications.

Jewish Family Service/d.b.a Celebration Company encourages all participants to manage their own medical conditions independently. However, should you require assistance; Celebration Co. will provide the following:

1. For participants who have trouble remembering medication dosage instructions, Celebration Company staff will provide a verbal reminder upon written request. Please include a letter along with this signed form which includes the details of the reminder.
2. Celebration Company will provide a secure storage place for medication that is sensitive to light, heat or other normal environments. Participant must notify Celebration Company of the type of storage required
3. Celebration Company will provide a provision of private space in which medication can be taken.

SELF ADMINISTRATION OF MEDICATION CONSENT FORM

Jewish Family Service/ d.b.a. Celebration Company

Page 13

Participant's Name: _____

I ATTEST THE FOLLOWING MEDICAL DISCLOSURE IS TRUTHFUL AND COMPLETE.

I will self administer the following medications:

Medications/ Dosage/ Schedule:

Dated _____

Printed Name _____

Signature _____

Witness _____

Supervisor/Director Approval: _____

SEIZURE PROTOCOL FORM
Jewish Family Service/ d.b.a. Celebration Company
Page 14

Client Name:

Date:

Type and description of seizure activity:

Triggers or indicators for onset of seizure activity:

Procedure for staff: (What steps are taken, when do parents/caregivers wish to be notified of seizure activity, do they want copies of all seizure record forms? At what point should medical intervention take place (ex: If seizure lasts longer than three minutes or there are more than ten seizures in one day), What action should be taken after seizure? What steps are taken for medical intervention? Any other details or information required for appropriate support).

Emergency Contacts:

Dated _____

Printed Name _____

Signature _____

Witness _____

MODEL'S RELEASE FORM
Jewish Family Service/ d.b.a. Celebration Company

Page 15

Participant's Name: _____

I hereby consent to the use of my photograph and/or message to be reproduced for and by Jewish Family Service/Celebration Company for publication in area newspapers, Facebook or in the agency's newsletter, *Mishpacha*

Signed _____

Signed(Please Print) _____

Date _____

Fees and Scholarship Form
Jewish Family Service/ d.b.a. Celebration Company

Page 16

Participant's Name: _____

Please mark what Program Schedule and Transportation Needs you have chosen with an X.

Program Schedule

_____ 5 days a week/\$1450 monthly

_____ 3 days a week (T,W,F)/\$1100 monthly

Transportation Needs

_____ 5 days a week/ \$75 monthly*

_____ 3 days a week/\$50 monthly*

*Fees not included in scholarship

If scholarships have been granted- fees will be adjusted according to that granted amount.

Payment Plan

Unless paying in full, all payments will be made through Automatic Check Handling "ACH". Jewish Family Service will draw from your ACH account at the beginning of each month.

AUTOMATIC CHECK HANDLING AUTHORIZATION

I authorize Celebration Company to withdraw yearly, bi-annual or monthly funds for the participant listed in Section I above. Please attach a voided check to this document.

Name: _____

Routing Number: _____

Account Number: _____

Signature of Account Holder _____

Date: _____

Fees and Scholarship Form
Jewish Family Service/ d.b.a. Celebration
Company Page 17

Scholarship Information

Scholarships are available for those who qualify. Jewish Family Service utilizes a third-party company, [FACTS Grant & Aid Assessment Program](#), in determining financial aid. The confidential [financial aid application process](#) is completed entirely online. We understand that the participants of Celebration Company may not have the financial means themselves to support their desire to be a part of the program. Therefore, we are asking that the person who is designating themselves as the “Guarantor” to please provide **their** financial information. Please be assured that this process is entirely confidential and that the information is kept in strict confidence by the JFS. A family's financial situation is known only by the Scholarship Committee.

Families applying for financial aid will need to complete an application and submit the necessary supporting documentation to FACTS Grant & Aid Assessment on the stated contract due date set by the Celebration Company Director.

Applicants can apply online by clicking the FACTS link at www.jfshouston/celebrationcompany. Once an online application has been completed, the following information will need to be sent to FACTS to complete the application process:

- Copies of your most recent Federal tax forms including all supporting tax schedules.
- Copies of your most recent W-2 forms for both you and your spouse.
- Copies of supporting documentation for Social Security Income, Welfare, Child Support, Food Stamps, Workers’ Compensation, and TANF.

All supporting documentation can be uploaded in pdf format online.

Documentation can also be faxed to 866-315-9264 or mailed to the address below. **Please be sure to include the applicant ID on all faxed or mailed correspondence.**

FACTS Grant & Aid Assessment

P.O. Box 82524

Lincoln, NE 68501-2524

If you have questions or concerns about the application process, you may speak with a FACTS Customer Care Representative at 866-441-4637.



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the organization for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the organization, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the organization for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE ORGANIZATION FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE ORGANIZATION, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the organization, its directors, officers, employees, and agents (hereinafter referred to as “releasees”) from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the organization, without respect to location.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the organization premises or in any way observing or using any facilities or equipment of the Evelyn Rubenstein JCC of Houston or participating in any program affiliated with the organization whether caused by the negligence of the releasees or otherwise.



3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the organization and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the organization.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

___/___/___ _____

date participant's signature

I HAVE READ THIS RELEASE

___/___/___ _____

date Parent/ Guardian's signature