**SAMPLE COVID-19 CLAUSE TO BE CONSIDERED FOR**

**INSERTION INTO MONTESSORI SCHOOL ADMISSION AGREEMENTS[[1]](#footnote-1)**

Because of the Coronavirus/Covid-19 pandemic, we are all living through some trying times. Please be assured that we at [name of school] take the safety and health of our students, including your child, and our staff very seriously. Because of this, we have implemented protocols and practices in accordance with guidelines from the Centers for Disease Control and the public health officials of the State of [name of State where the school is located]. As you probably are aware, this guidance has changed from time-to-time over the first few months of 2020, and it is reasonable to anticipate that further changes in such guidance will be issued as our public health officials learn more about this disease and the mechanisms by which it is transmitted. We are fully committed to monitoring announcements about any such changes daily, and to modifying our protocols and practices on a timely basis to ensure that they remain in conformance with the most current guidance our public health officials provide.

Many have said that we are all in this together, and this is just as true here at [name of school] as it is anywhere else. There are important roles for all of us to play to protect our community, our families, and ourselves. In that vein, we ask that you and all other parents of our students monitor the health condition of their children closely and refrain from sending them to our school on any day when they have a temperature greater than 100 degrees Fahrenheit and/or have any of the following common symptoms of Covid-19: a persistent cough, tightness in the chest, difficulty breathing, sore throat, nasal congestion, headache, aches and pains, diarrhea, or the symptoms of conjunctivitis (pink eye). We further ask parents of any students who are known to have come into contact with someone who is suffering from Covid-19 or who has manifested any of the common Covid-19 symptoms, to hold those children out of school for at least 14 days, even though those children themselves have no signs of health problems, to see if they develop any symptoms of Covid-19. For any students who must be held out of school for this reason or who are unfortunate enough to contract Covid-19, please contact us, and we will try to work out some alternative arrangements for those students so they can continue learning to the extent they are well enough to do so while they must remain at home.

For our part, we will implement the following measures to reduce the risk of Covid-19 infection for all our students and our staff until our public health officials recommend changes or give us reason to believe that it is safe to discontinue them:

* Classrooms and other areas to which students have access when at [name of school] will be carefully sanitized every evening or before students arrive to begin their school day in the morning. Any area observed to have come into contact with bodily fluids during the school day will be cordoned off and sanitized immediately.
* Upon arrival every day, all members of our staff and all of our students will be screened by having their temperatures checked using a non-contact forehead infrared thermometer and asked if they have experienced any of the common Covid-19 symptoms or have come into contact with anyone who they believe may have had such symptoms in the past 24 hours (or on days following school days, since they left school the day before). Any staff member or student who has a temperature greater than 100 degrees Fahrenheit, who has or reports any one or more of the common Covid-19 symptoms, or who has come into contact with someone know to have a Covid-19 infection or having such symptoms, will be sent home.
* All staff and students will be required to wear face masks or equivalent facial coverings throughout the school day. Students are required to bring masks/suitable facial coverings with them to school every day and will not be allowed entry into school facilities without them.
* To the greatest extent possible, social distancing (minimum 6 feet of separation) will be practiced throughout the school day.
* We will incorporate instructions on practices recommended to reduce the likelihood of Covid-19 infections into our classroom curricula. This will include instruction on frequent hand washing, the proper method for effective hand washing, avoiding touching one’s face, and covering one’s mouth and nose if one must sneeze or cough.
* In the event we have any reason to believe that any of our students, despite our best efforts, has been exposed to Covid-19, we will promptly notify the parents of the affected students of the suspected exposure.

The learning curve on Covid-19 since it reached the United States has been very steep, but there is still much about the disease that even our most highly qualified infectious disease physicians and researchers do not know. Despite all we are doing to prevent any exposure of our students and staff, we of course cannot guarantee that your child will not be exposed, whether at [name of school] or elsewhere, or if exposed, that your child will not contract the disease. By signing below, you agree to waive any claims of liability against [name of school] and to hold the school harmless if your child contracts Covid-19 despite our best efforts to prevent it.

In addition, by signing below, you are acknowledging that we at [name of school] have no control over governmental measures, such as stay-at-home or quarantine orders, that could interfere with our ability to provide the full educational experience for your child during this school year. In the event we are unable to provide the classroom experience because of such governmental actions, we will try to work with you and the parents of our other students to provide a meaningful, alternative educational experience through the period when normal classroom attendance is not possible. Because tuition monies are fully committed at the beginning of the school year for such things as staff salaries, equipment, supplies, and overhead, however, you understand and accept that we will not be able to provide full or partial tuition refunds in such circumstances.

1. NOTE: This is intended solely as sample suggested language that may or may not be appropriate in a particular situation, depending upon the law of the State where the school is located and any special circumstances pertaining to a particular school. Legal counsel familiar with the law of the jurisdiction where the school exists and all other relevant circumstances should be consulted for an assessment of the appropriateness of the sample language provided above and any modifications to it that may be needed in light of local law and conditions. [↑](#footnote-ref-1)