

# HELPER OF MOTHERS LLC

Helper of Mothers LLC  
8:00a-6:00p

[helperofmoms@gmail.com](mailto:helperofmoms@gmail.com) | 313-461-5447  
Monday-Friday

## SERVICE AGREEMENT

This Helper of Mothers LLC Service Agreement (“Agreement”) is made and entered into between Helper of Mothers LLC (“HOMs”) located at 411 Wilson Place, Frederick, MD 21702 and \_\_\_\_\_, the Responsible Parent(s)/Guardian(s) (“Parent”), whose address is \_\_\_\_\_, as of the last date stated next to the signatures on this Agreement. HOMs will provide certain home-schooling liaison services under the terms and conditions set forth herein to the child(ren) named in the Goal Map attached to and made a part of this Agreement as Exhibit 1, as such Goal Map is amended from time to time, which amendments may include the addition or deletion of children to receive Services.

### 1. **DESCRIPTION OF SERVICES**

- 1.1. **What HOMs Does.** HOMs will provide a learning liaison (“Helper”) to help Parent home school the child(ren) identified in, and in accordance with, the Goal Map agreed to by Parent and HOMs, which is attached hereto as Exhibit 1 (the “Services”). The parties will update the Goal Map from time to time as goals are met or revised based on progress. Updates and revisions to the Goal Map will be documented in new Goal Maps, all of which are made a part of and incorporated in this Agreement. This Agreement and the Goal Map are intended to be read together such that all provisions of each document are given full effect. In the unlikely circumstance of a conflict between the provisions of this Agreement and any Goal Map, the provisions of the Goal Map shall prevail. For ease of reference, the child or children identified in the Goal Map are hereafter referred to in the singular as “Student.” Following the Goal Map, Helper will assist the Parent in moving through and teaching to Student the educational curriculum that Parent selected and purchased. Helper will assist the Student in understanding the assignment and solving academic challenges, including thinking through problems, answering questions, encouraging creative ways of shifting perspective, making learning fun, adapting the learning to Student, and generally being a resource for Student.
- 1.2. **What HOMs Does Not Do.** HOMs is not legally responsible for the education of the Student and does not determine the Student’s curriculum. Parent retains full responsibility: a.) to provide the full Maryland educational curriculum to Student; b) to ensure Student is meeting Maryland educational standards; and c) to ensure Parent’s home-school program is properly supervised by the local school system or supervising entity as provided by Maryland law. HOMs is not a disciplinarian. While HOMs will have a discipline chart to record the Student’s problematic behavior, the Helper’s verbal warnings to the Student and/or request for parental intervention, HOMs is not responsible for ensuring Student is receptive to learning. HOMs is not a nanny or au pair and does not in any way provide day care for the Student. HOMs does not prepare food for the Student but will help serve a meal/snack that Parent has prepared for Student if a meal/snack break is part of the agreed upon schedule. With the exception of helping to keep the learning environment in order, HOMs does not do any house cleaning, including dishes, laundry, bathrooms, bedrooms, or toy rooms.

1.3. **Schedule.** Services will be provided in accordance with the below schedule selected by Parent, as indicated by Parent's initials. Fees stated below cover up to three children in the same family. If services are sought for additional children, an additional schedule and fee rate will be attached as an exhibit and incorporated herein.

1.3.1. **3-Days/Week: (Options for 4-hour day / 5-hour day).**

Recommended for Pre--K level learners.

3 Hour day includes: \$405.00/week \_\_\_\_\_ Initials  
o a 10-15-minute warm-up,  
o two 5-minute breaks, and  
o one 10-minute snack break.

4 Hour day includes: \$540.00/week \_\_\_\_\_ Initials  
o a 15-minute warm-up,  
o two 5-minute breaks, and  
o one 10-minute snack break.

5 Hour day includes: \$600.00/week \_\_\_\_\_ Initials  
o a 15--minute warm-up,  
o two 5-minute breaks, and  
o one 15-minute snack break

1.3.2. **4-Days/Week: (Option for 4-hour day / 5-hour day / 6-hour day)**

3 Hour day includes: \$540.00/week \_\_\_\_\_ Initials  
o a 15-minute warm-up, and  
o three 5-minute breaks.

4 Hour day includes: \$640.00/week \_\_\_\_\_ Initials  
o a 15-minute warm-up,  
o two 5-minute breaks, and  
o One 10-minute snack break

5 hour day includes: \$800.00/week \_\_\_\_\_ Initials  
o a 15-minute warm-up, and  
o two 5-minute breaks, and  
o one 10-minute snack break, and  
o a 20-minute meal break

1.3.3. **5-Days/Week: (Option for 4-hour day / 5-hour day / 6-hour day)**

3 Hour day includes: \$600.00/week \_\_\_\_\_ Initials  
o a 15-minute warm-up,  
o two 5-minute breaks, and  
o one 15-minute snack break.

4 Hour day includes: \$800.00/week \_\_\_\_\_ Initials  
o a 15-minute warm-up, and  
o two 5-minute breaks, and

- o one 10 minute snack break, and
- o 20-minute snack/lunch break

5 Hour day includes: \$1000.00/week \_\_\_\_\_ Initials

- o a 15-minute warm-up, and
- o four 5-minute breaks, and
- o 30-minute meal break

1.4. **Term.** Parent(s) divide the home-school year into two semesters of 16 weeks per each semester. Should any additional weeks be added to the semester, the same operating principles of payment will apply to those additional weeks. The term of this Agreement is for the (Initial selection):

- \_\_\_\_\_ Parent's 20\_\_ to 20\_\_ home-school year;
- \_\_\_\_\_ first semester of Parent's 20\_\_ to 20\_\_ home-school year; or
- \_\_\_\_\_ second semester of Parent's 20\_\_ to 20\_\_ home-school year.

**Unless the parties agree otherwise pursuant to the termination provisions in paragraph 4, this Agreement shall renew automatically upon the same terms and conditions each home-school year if the initial term is for a home-school year and each semester if the initial term is for a semester. To stop automatic renewal, Parent(s) must give the notice specified in paragraph 4.1.**

1.5. **Location.** With the exception of mutually agreed upon field trips or outings or Parent's invitation to Helper to attend Student's co-op instructional sessions, all Services are provided at the Parent's home located at \_\_\_\_\_.

1.6. **Attendance/Cancellation Policy.** Regular attendance at home-schooling Helper sessions is essential for Student success. Parent is expected to make every effort to ensure Student attendance, and HOMs will do likewise with respect to Helper attendance. HOMs will staff your Helper schedule with one or more persons it believes to be suited to meet the Student's needs. For example, a particular Helper may be better suited to help with Math and another with English. Both Helpers may be assigned to your schedule at different times to cover their respective subjects. On occasions when a Helper calls out sick or due to an emergency, HOMs endeavors to assign a substitute Helper to cover the session. In the event a substitute cannot be assigned, HOMs will schedule a make-up session at a mutually convenient time. Parent shall provide HOMs with 7 days advance written notice of all schedule changes. If such notice is not possible, such as Student illness or emergency, Parent will provide as much notice as possible to enable HOMs to reschedule the session. If Parent cancels with less than 24 hours' notice or is a no-show, HOMs will endeavor to reschedule the session on the first such occasion. On the second such occasion during the same home-school year, HOMs will not reschedule, and no refund will be due Parent. Additionally, HOMs may send Parent a written notice that if such cancellation occurs again, HOMs has the right to terminate the Agreement and all home-schooling Services.

**1.7 Sick Leave and Cancellation Policy for the Family**

Should anyone in the household of the Parent(s), including children of the home who are non-scheduled HOMs Learners, experience mild symptoms of contagious sickness please keep

that child in a separate room from the Learners throughout your session. If the contagious symptoms are severe please cancel your session as soon as possible and seek to reschedule the hours within two weeks of the hours canceled or until after the symptoms have cleared.

Contagious Symptoms:

- Runny nose, severe congestion, severe cough (Cold and Flu Like Symptoms)
- Sore or hoarse throat (Strep Throat)
- Itchy, water eyes, severe pink or red coloring in one or both eyes (Pink Eye)
- Shortness of breath, difficulty breathing or speaking (Respiratory Infection Symptoms)
- Vomiting or Diarrhea
- Doctor diagnosed contagion

### **1.8 Sick Leave and Cancellation Policy for the Employee**

Helper of Mothers LLC complies with all state and federal laws pertaining to sick and safety leave. All employees are encouraged to work out a reschedule of hours within two weeks of the hours canceled until after the symptoms have cleared

**1.9 Independent Contractor Status.** In performing the Services under this Agreement, HOMs shall be an independent contractor and is not an employee, agent, partner, or representative of the Parent. HOMs shall be responsible for the payment of compensation to its employees and subcontractors and shall be responsible for the proper reporting and payment of all Federal, state, and local taxes due on payments made to the Helper by Homs. HOMs shall pay all employment taxes, including, without limitation, workers compensation, statutory disability insurance, unemployment insurance, and any other insurance as may be required by law, applicable to its employees and subcontractors. HOMs shall have the sole responsibility for providing such benefits to its employees and/or subcontractors.

## **PARENT RESPONSIBILITIES**

**1.7. Legal Responsibility for Home-School Education.** Parent understands and acknowledges that Parent, not HOMs, has full legal responsibility for ensuring that Student meets Maryland educational law requirements through a properly supervised home instructional program and furthermore that HOMs has no and assumes no such responsibility. HOMs is a helper service, not a curriculum or home instructional program. **Parent remains responsible for Student's education at all times.**

**1.8. Curriculum.** Parent has selected and purchased, or will select and purchase, the Student's curriculum. HOM's has no and assumes no legal responsibility for Parent's choice of curriculum.

**1.9. Dedicated Learning Environment.** Parent shall provide an appropriate, dedicated learning environment for Student's home-schooling sessions. The environment should be free of distractions, kept at a comfortable temperature for learning, well lit, properly supplied with age-appropriate materials, and well-organized.

**1.10. Student is Disciplined and Ready to Learn.** Parent shall ensure the Student is ready and available for a successful day and does not present disciplinary problems

that interfere with learning goals. Parent agrees with the following progressive Discipline Plan in the event Student's behavior interferes with learning:

### DISCIPLINE PLAN

<b>First Verbal Warning, given by Helper (after three repeats of a single instruction)</b>
<b>Second Verbal Warning, given by Helper (after three repeats of a single instruction)</b>
<b>Third Verbal Warning, given by Helper (after three repeats of a single instruction)</b>
<b>Parental Intervention Request, made by Helper</b>
<b>Parental Monitor of Session (15 minute) *</b>
<b>Parental Monitor of Session (30 minute) *</b>
<b>Parental Monitor of Session (½ Day) *</b>
<b>Reevaluation of Goal Map and Service Provision by HOMs and Parent</b>

\* to the extent Parent is not already in session

HOMs and Helper have discretion to skip steps or otherwise deviate from the above progression if, in their judgment, circumstances so warrant. For example, if Student becomes violent with Helper, Helper may request immediate Parental intervention and/or seek a reevaluation of the Goal Map and Service provision. If, in HOMs' sole and absolute discretion, the Student's disciplinary issue is not resolved and/or Parent is unable to ensure Student is receptive to learning with full cooperation and without disturbances, HOMs may terminate this Agreement for cause in accordance with the Termination provision.

An example of how the recording of the Discipline plan would look on the Goal Map includes the following:

*Monday 9/4/2023*

*Mark*

*- English: L.1, p.2-5*

**First Verbal Warning** *"Please sit in your chair" and the learner physically refused.*

**Second Verbal Warning** *"Please pick up your pencil" and the learner verbally refused*

**Third Verbal Warning** *"Erase the letter e to make it capital" and the learner physically and verbally refused.*

Stefan

- Math: L.2, p.7-10

-English: L.2, p.23

Tuesday 9/5/2023

Mark

- Math: L.1, p.2-5

**First Verbal Warning** "Please pick up your pencil" and the learner physically refused.

**Second Verbal Warning** "Please pick up your pencil" and the learner verbally refused

- PE/Health: 50 Jumping Jacks, 50 Sit-ups, 1m plank

**Third Verbal Warning** "Please do your jumping jacks" and the learner physically and verbally refused.

Stefan

- Social Studies: Ready "Who Am I?" story about George Washington

- PE/Health: 50 Jumping Jacks, 50 Sit-ups, 1m plank

**First Verbal Warning** "Please do your jumping jacks" and the learner physically and verbally refused

**1.11. Parent Must be Home.** Parent shall ensure that Parent or another responsible adult is present in the home, or other location of the learning sessions, at all times during HOMs' provision of Services.

**1.12. Non-Discrimination.** Parent shall accept Helpers assigned to Student and shall at all times treat Helpers without discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, age, disability, pregnancy, genetic information, familial or marital status, or any other characteristic protected by applicable local, state or federal laws.

**1.13. Snack and Meal Preparation.** To the extent snack or meal breaks are incorporated into Student's schedule, Parent shall have snacks and meals already prepared and ready to be consumed by Student.

**1.14. First Aid Kit Available.** Parent shall keep a properly identified, fully stocked, and accessible First Aid kit available for emergencies at all times.

**1.15. Policies and Procedures.** Parent agrees to abide by the Policies and Procedures attached hereto and incorporated herein as Exhibit 2, and further acknowledges that HOMs may, in its sole discretion, revise such Policies and Procedures from time to time. Parent agrees to be bound by such revisions if HOMs provides Parent with written notice of such revisions, which notice can be by email with an electronic link to the revised Policies and Procedures, newsletter (however delivered), hand delivered document, or mailed to Parent's address by first class mail.

## 2. FEES AND PAYMENT

- 2.1. **Semester Fees.** Fees for Services are based on the schedule selected in Paragraph 1.3 above and are assessed on a semester basis.
- 2.2. **Invoicing and Payment.** HOMs will invoice Parent(s) for the upcoming semester two Mondays before the start of the semester, when possible. Weekly payment plans are due the Friday before Week 1 of the scheduled start date. Yearly and semester payment options are due no later than the day before the first scheduled Helper session. If requested by Parent and provided Parent has not previously been in default of payments, Parent has the option of paying each semester fee in [four] [five] equal monthly payments, due on the fifteenth day of each month, commencing on the fifteenth day of the month in which the first Helper session is scheduled. Any overdue sums shall incur interest at the rate of 1% per month. HOMs accepts payments by most major credit cards, personal check, cashier's check, Zelle, Paypal and cash.
- 2.3. **Expenses.** Parent is responsible for providing and directly paying for all out-of-pocket expenses that arise during the semester in conjunction with HOMs' provision of Services, to include but not be limited to, field trip fees, special materials, supplies, software charges for software used by Student, and other charges for items related to Student's curriculum.
- 2.4. **Guaranty.** HOMs' willingness to enter into this Agreement is based upon \_\_\_\_\_ and \_\_\_\_\_ (together, the "Guarantors") agreeing to guaranty payment of all amounts Parent will owe to HOMs. By signing this Agreement where indicated below, the Guarantors acknowledge their guaranty of all amounts due under this Agreement.
- 2.5. **Default in Payment.** Upon the occurrence of any default in payment that remains uncured by Parent for seven (7) days, HOMs reserves the right to terminate this Agreement with no obligation to provide advance notice of such termination.

### **3. TERMINATION**

- 3.1. **Termination by Parent.** Parent may terminate this Agreement upon 30 days prior written notice to HOMs. HOMs believes time is needed to develop a productive working relationship between Student and Helper. To encourage patience during this introductory timeframe, HOMs will make no refund of fees to Parent if Parent terminates this Agreement before the end of Student's initial semester. If the expiration of the 30-day notice period occurs after the end of Student's initial semester, HOMs will refund all fees paid by Parent beyond the 30-day notice period. Parent will owe fees for the 30-day notice period regardless of whether Student attends Helper sessions during such 30-day period.
- 3.2. **Termination by HOMs for Unsuitability.** HOMs has the right to terminate this Agreement upon 30 days prior written notice to Parent if HOMs, in its sole discretion, determines that Student is uncooperative or otherwise unsuited for home-schooling liaison services. In the event HOMs terminates pursuant to this paragraph 4.2, HOMs will refund the fees paid by Parent on a pro rata basis based on the number of hours for which home-schooling Helper Services were provided.

- 3.3. **Termination by HOMs for Attendance Problems or Payment Defaults.** In the event HOMs terminates pursuant to this paragraph 4.3, Parent is not entitled to any refund of fees paid.
- 3.3.1. If, on three (3) different occasions, Parent cancels a home-schooling Helper session with less than 24 hours notice or Student is a no-show, HOMs has the right to terminate this Agreement and all home-schooling Helper Services immediately upon providing written notice to Parent.
- 3.3.2. Additionally, if any payment default by Parent remains uncured for seven (7) days, HOMs has the right to terminate this Agreement immediately, with no obligation to provide notice of such termination.

#### **4. MISCELLANEOUS**

- 4.1. **Disclaimer.** HOMs will provide the services described in this Agreement, subject to the termination rights provided in this Agreement. While HOMs believes that its home-schooling Helper Services generally help a student's confidence and performance, due to the variables associated with home-schooling Helper work, HOMs makes no guarantee of Student's academic improvement. Common sense dictates that home-schooling Helper Services, combined with good study habits and parental involvement, give students the best possible chances of success.
- 4.2. **Indemnification.** Parent shall indemnify and hold HOMs, its employees, representatives, agents, and contractors harmless from any and all expense (including attorney's fees), liability, loss, claim or damage arising out of, or in connection with the home-schooling Helper Services provided under this Agreement, without regard to whether HOMs was at fault or negligent.
- 4.3. **Limitation of Liability.** The amount of HOMs' liability to Parent, **if any**, whether based on HOMs' breach of Agreement, negligence, or otherwise, is limited to an amount not to exceed the fees paid by Parent. In no event shall HOMs be liable to Parent for any special, indirect, incidental, or consequential damages.
- 4.4. **Force Majeure.** HOMs' performance of this Agreement is subject to acts of God, war within the continental United States, governmental authority, national emergency, global pandemic, disaster, strikes, civil disorder within 30 miles of HOMs, or any other emergency or cause beyond its reasonable control making it illegal, impossible, or unadvisable to provide the Services. HOMs first will offer to reschedule the missed Services to mutually agreeable dates and time at no additional charge. If Parent and HOMs are unable to agree upon a revised schedule, HOMs may terminate this Agreement for any of the reasons stated in this paragraph by written notice, via email or letter, to the Parent, in which event all of Parent's payments to date will be nonrefundable and will constitute liquidated damages and not a penalty.
- 4.5. **Disputes.** HOMs and the Parent will, in the first instance, attempt to settle all disputes by good faith negotiation. Any controversy or claim arising out of or relating to this Agreement or its breach, which cannot be settled by good faith negotiation, shall, unless the parties mutually agree otherwise, be settled by legal action filed in the District Court of Maryland for Frederick County or the Circuit Court for Frederick County, Maryland.

- 4.6. Attorney's Fees.** In the event HOMs incurs legal fees to enforce any of Parent's obligations under this Agreement, including but not limited to legal fees incurred in conjunction with a mutually agreed upon arbitration proceeding or a court proceeding, Parent shall be liable for the payment of HOMs' reasonable attorney's fees, arbitration expenses, court costs and ancillary expenses incurred by or on behalf of HOMs.
- 4.7. Notices.** Any notice given in connection with this Agreement shall be in writing and shall be either: (i) personally delivered with signed receipt; (ii) sent by first class, certified mail – return receipt requested, postage prepaid; or (iii) sent by a nationally-recognized, overnight courier and addressed to the other party at the other party's address stated herein. Notwithstanding anything to the contrary herein, the parties may elect to send any notice by electronic mail, and such notice shall be deemed received upon being sent so long as there is evidence of delivery, which evidence may be, by way of example and not limitation, a response or other acknowledgement from the addressee or a "read receipt." All notices personally delivered shall conclusively be deemed delivered at the time of such delivery. All notices sent by certified mail shall conclusively be deemed delivered two (2) days after the deposit thereof in the United States mail. All notices delivered by overnight courier shall conclusively be deemed made one (1) business day after delivery to such courier service. Any party may designate a change of address by notice to the other party, given at least ten (10) days before such change of address is to become effective.
- 4.8. Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate, nor be construed, as a waiver of any subsequent breach.
- 4.9. Entire Agreement.** This Agreement including exhibits, and all accepted Goal Maps executed pursuant to the terms of this Agreement, constitute the entire agreement between the parties with respect to the subject matter. Any amendments hereto must be in writing and signed by authorized representatives of the parties.
- 4.10. Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland without regard to conflict of law principles.
- 4.11. Headings.** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.
- 4.12. Severability.** If any provision or clause of this Agreement or the application thereof to either party is held to be invalid by the arbitrator(s) or by a court of competent jurisdiction, then such provision shall be severed herefrom, and such invalidity shall not affect any other provision of this Agreement, the balance of which shall remain in and have its intended full force and effect.
- 4.13. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have executed or caused this Agreement to be executed by its respective officers or agents, duly authorized, on the dates set forth below.

Parent Signature \_\_\_\_\_

Date: \_\_\_\_\_

Parent Printed Name \_\_\_\_\_

Parent Signature \_\_\_\_\_

Date: \_\_\_\_\_

Parent Printed Name \_\_\_\_\_

HOMs

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

We hereby personally and unconditionally guaranty all amounts due from the Parent to Helper of Mothers LLC.

\_\_\_\_\_  
[Name of Guarantor]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name of Guarantor]

\_\_\_\_\_  
Date

**EXHIBIT 1**

**GOAL MAP**

	Priority Subjects	Minority Subjects	Notes:
Child 1 (___ Grade)	<ul style="list-style-type: none"><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li></ul>	<ul style="list-style-type: none"><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li></ul>	
Child 2 (___ Grade)	<ul style="list-style-type: none"><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li></ul>	<ul style="list-style-type: none"><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li></ul>	
Child 3 (___ Grade)	<ul style="list-style-type: none"><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li></ul>	<ul style="list-style-type: none"><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li><li>• 1 Lesson _____</li></ul>	

## EXHIBIT 2

### POLICIES AND PROCEDURES

The following Policies and Procedures are part of the Agreement between Helper of Mothers LLC and Parent. Parent acknowledges and agrees to abide by these Policies and Procedures governing the parameters of Helper's Services, as they may be amended from time to time. Questions regarding these Policies and Procedures should be directed to Helper of Mothers LLC at 313-461-5447 and not to the Helper.

1. **Guiding Principles.** The learning environment will be guided by two overarching principles between Helper and Student:
  - 1.1. **Respect.** Respect of others and self encompasses listening ears, looking eyes, kind words, safe hands, sharing and participating.
  - 1.2. **Try Again.** Many times, we want to give up something looks to difficult for we did not get it right the 1<sup>st</sup> time. HOMs encourages our students to always try again.
2. **Overtime.** Parent may not engage Helper, and Helper may not provide, any services to Parent or Student outside of Helper's scheduled session hours without having express, written permission from HOMs to do so.
3. **Moonlighting.** Parent may not engage Helper personally to provide services of any kind to Parent or Student "off the clock," whether for compensation, exchange of in-kind services, or voluntarily, without having express written permission from HOMs to do so, which permission HOMs may deny in its sole, absolute discretion. Violation of this policy may result in termination of Services to Parent and termination of employment for Helper.
4. **Meal and Snack Breaks.**
  - 4.1. Parent shall allow Helper to bring Helper's own meals and snacks to eat during designated meal and snack breaks occurring within Student's schedule for Services and, if requested, shall allow Helper to store these items in Parent's refrigerator.
  - 4.2. Helper shall not share any food or drinks with Parent or Student.
  - 4.3. Parent and Student shall not share any food or drinks with Helper, with the exception of water. Helper may request water from Parent.
  - 4.4. Except for drinking water, Helper will not eat or drink in the designated learning environment unless both Parent and Helper's supervisor have given Helper express permission to do so. Helper will be and drink in Parents kitchen or other areas so designated by parent for consuming meals or snacks.
  - 4.5. Helper may not order food for delivery during the learning session.
5. **Field Trips.**
  - 5.1. If the parties agree, Helper may attend planned field trips provided the field trip location is within sixty (60) miles of Helper's location that day before the scheduled field trip, whether that is Helper's home or another client of HOMs.

- 5.2. Helper must take Helper's own vehicle to and from the field trip.
- 5.3. The field trip must occur within the timeframe of Helper's scheduled session hours unless HOMs has given prior written permission to deviate from the schedule.
6. **First Aid Kit.** Parent shall keep a properly identified, fully stocked, and accessible First Aid kit available for emergencies at all times.
7. **Break Time.**
- 7.1. Break time from focused work is important to minimize learning fatigue and boredom; however, breaks should have certain parameters. Proper use of break time generally entails using the restroom, getting a quick snack, taking a look in a book, or stepping outside for fresh air. As a rule, Student should not engage in screen time during breaks because the addictive nature of screen time decreases motivation to focus again when called back to the learning environment.
- 7.2. Helpers are not permitted to leave the boundaries of Parent's yard with Student during breaks.
8. **Instructional Materials.** All instructional materials and supplements must be purchased and supplied by Parent. Helper is not responsible for securing any materials or supplies for Student's curriculum.
9. **Rewards.** All items used as instructional rewards, such as treats, candy, or toys, must be purchased and brought to the classroom by Parent.