



Learn And Play Montessori School Checklist for Parents

All forms must be on file before a child can start at Learn and Play Montessori School.

These forms are also available at www.LAPMS.com under the Admissions & Forms page.

Please read:

- ☐ *All forms before signing*
- ☐ *Parent Handbook*
- ☐ *Incidental Medical Services Plan (For Children requiring EPI Pen and/or Nebulizer)*

Forms to be signed and returned:

- ☐ *Admission Application with non-refundable application and processing fee*
- ☐ *Personal Rights (LIC 613)*
- ☐ *Consent for Medical Treatment (LIC 627)*
- ☐ *Identification and Emergency form (LIC 700)*
- ☐ *Child's Physician's Report (LIC 701)*
- ☐ *Child's Preadmission Health History-Parent's Report (LIC 702)*
- ☐ *Parent's Rights (LIC 995)*
- ☐ *Parent Handbook Acknowledgement*
- ☐ *Copy Of California School Immunization Record (PM 286)*
- ☐ *Food Allergy Form*
- ☐ *Arbitration Agreement*
- ☐ *Consent for Photographs and Videos*
- ☐ *Tuition Express Form*

Please bring the following items:

- ☐ *Two sets of extra clothing*
- ☐ *Crib size bed sheet and blanket (if your child takes a nap)*
- ☐ *Pull-ups and wipes (if your child is not potty trained)*

Please sign below acknowledging that you have received all the forms and information listed above.

Parent or Guardian Signature

Date



Learn And Play Montessori School Parent Handbook Acknowledgement Form

_____ I acknowledge that I have received a copy of Learn and Play Montessori School's Parent Handbook.

_____ I acknowledge that I have read the Parent Handbook and fully understand all of its terms, policies and procedures.

_____ I acknowledge and agree that I was given an opportunity to ask questions regarding the Parent Handbook's terms, policies and procedures.

_____ I agree to abide by the terms, policies and procedures outlined in the Parent Handbook.

_____ I specifically agree to the assumption of risk and release under the "Emergencies" heading.

_____ I have authority to bind myself and my child to the agreements and acknowledgments herein.

Parent/legal guardian of child: _____

Print Parent Name: _____

Parent's Signature: _____

Date: _____



Learn And Play Montessori School Food Allergy Form

Child's Name: _____ Birthdate: _____ Classroom: _____

The well-being and care of ALL children is our outmost priority and this will be possible with your help. The school provides an AM and PM snack at no additional cost. The school orders food from Costco and some foods such as crackers, bread, etc. may be manufactured in facilities where eggs and nuts are present. Please review the menus carefully each month and update the food allergy form accordingly. Snack menu is subject to change. Any changes made to the snack menu will be updated daily on the snack menu posted in the school's lobby area.

For Parents who chose to provide lunch from home, please remember that lunch will NOT be warmed. The lunch will be served as is. Please label all containers with your child's name and date. Please do NOT pack lunch items in glass containers.

Lunch sent from home should not contain **nuts, eggs, seeds, almond milk** (due to allergies) **grapes, cherries, hotdog, or popcorn** (choking hazard). Please note that although your child may not have allergies to the items listed above, a child sitting next to your child eating lunch may be severely allergic to these foods.

Snacks must be sent from home if your child has any of the following restrictions:

- If your child has any life-threatening allergies.
- If your child is vegetarian due to strict personal beliefs or otherwise.
- If your child is vegan.
- If your child is a picky eater.

Please indicate your child's snack option:

____ Home snacks (If home snack is provided, school snack will NOT be provided)

____ School snacks

Please indicate your child's lunch option:

____ Vegetarian

____ Non-Vegetarian

Please list below all foods and beverages that your child is allergic to (please note there will be no substitutions given):

_____	_____	_____
_____	_____	_____



Learn And Play Montessori School Food Allergy Form

Please describe your child's medical condition or allergy:

Please describe the reaction your child is likely to have if she/he consumes or comes into contact with allergens or becomes ill:

Explain in detail what teaching staff should do if this reaction occurs:

Parent's Names: _____

Parent's Signatures _____

Date: _____

MUTUAL AGREEMENT TO ARBITRATE DISPUTES

This Mutual Agreement to Arbitrate Disputes (“**Agreement**”) is made and entered into as of date written below (the “**Effective Date**”) by and between Learn and Play Montessori Centerville, Inc. on behalf of itself, its subsidiaries and other corporate affiliates (“**School**”) and Legal Guardian whose name and signature appear below (“**Legal Guardian**”), on behalf of the Student whose name appears below (“**Student**”) (School and Legal Guardian are individually referred to as “**Party**” and collectively as “**Parties**”).

1. **Intent of Agreement.** It is the intent of Legal Guardian and School that this Agreement will govern the resolution of all disputes, claims and any other matters in question arising out of or relating to the Parties’ relationship. Except as otherwise stated in this Agreement, the Parties shall resolve all disputes arising out of their relationship in accordance with the provisions of this Agreement.

2. **Mandatory Arbitration.** Except as otherwise stated in this Agreement, School and Legal Guardian agree that any claim, complaint, or dispute that relates in any way to the Student’s attendance at the School, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be resolved by final, binding, and confidential arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.), or, if for any reason the Federal Arbitration Act is inapplicable or held not to require arbitration of a particular claim, then in accordance with the California Arbitration Act (Cal. Code Civ. Proc. §1280, et seq.). The Parties agree that all Covered Claims (defined below) shall be submitted to binding arbitration administered by conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”) under its applicable Comprehensive Arbitration Rules & Procedures, in accordance with the Expedited Procedures of those Rules (“**Rules**”) then in effect. A copy of the Rules is available from School’s CEO or online at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. You can also call JAMS at 925-938-5060 if you have questions about the arbitration process. If the JAMS Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern.

3. **Covered Claims.** This Agreement to arbitrate covers all grievances, disputes, claims, or causes of action (collectively, “**Claims**”) in a federal, state, or local court or agency under applicable federal, state, or local laws, arising out of Student’s attendance at the School, including Claims Legal Guardian or Student may have against School or against its officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, or that School may have against Legal Guardian or Student, including, but are not limited to, claims for breach of any contract or covenant (express or implied), tort claims, claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance (“**Covered Claims**”).

4. **Claims Not Covered.** Claims not covered by this Agreement are Claims eligible to be adjudicated by California small claims court.

5. **Waiver of Class Action and Representative Action Claims.** Except for representative Claims which cannot be waived under applicable law and which are therefore excluded from this Agreement (“**Excluded Claims**”), Legal Guardian and School expressly intend and agree that: (a) class action and representative action procedures are hereby waived and shall

not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) each will not assert class action or representative action Claims against the other in arbitration or otherwise; and (c) Legal Guardian and School shall only submit their own, individual Claims in arbitration and will not seek to represent the interests of any other person. To the extent that the Parties' dispute involves both timely filed Excluded Claims and Covered Claims, the Parties agree to bifurcate and stay for the duration of the arbitration proceedings any such Excluded Claims.

6. **Waiver of Trial by Jury.** THE PARTIES UNDERSTAND AND FULLY AGREE THAT BY ENTERING INTO THIS AGREEMENT TO ARBITRATE; THEY ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE A TRIAL BY JURY, AND ARE GIVING UP THEIR NORMAL RIGHTS OF APPEAL FOLLOWING THE RENDERING OF A DECISION, EXCEPT AS CALIFORNIA LAW PROVIDES FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS. THE PARTIES ANTICIPATE THAT BY ENTERING INTO THIS AGREEMENT, THEY WILL GAIN THE BENEFITS OF A SPEEDY AND LESS EXPENSIVE DISPUTE RESOLUTION PROCEDURE.

7. **Claims Procedure.** Arbitration shall be initiated upon the express written notice of either Party. The aggrieved Party must give written notice of any claim to the other Party. Written notice of a Legal Guardian's claim shall be mailed by certified or registered mail, return receipt requested, to School's CEO at 4671 Chabot Drive Pleasanton, CA 94588. Written notice of School's claim will be mailed to the last known address of Legal Guardian. The written notice shall identify and describe the nature of all Claims asserted and the facts upon which such Claims are based. Written notice of arbitration shall be initiated within the same time limitations that California law applies to those claim(s). The Parties acknowledge that this Agreement is being entered into Alameda County, California. The arbitration shall take place in Alameda County, California, or the nearest JAMS office if the Parties are unable to schedule such arbitration in Alameda County, California.

8. **Arbitrator.** The Arbitrator shall be selected as provided in JAMS Rules and Procedures. The Arbitrator shall: (a) conduct and preside over an arbitration hearing of reasonable length, to be determined by the Arbitrator; (b) be authorized to award any or all remedies that the Parties would be entitled to seek in a court of law; and (c) issue a written arbitration decision within thirty (30) days of the arbitration hearing to include the arbitrator's essential findings and conclusions and a statement of the award.

9. **Discovery.** The Parties shall be entitled to conduct discovery to the full extent authorized by the California Code of Civil Procedure. The Arbitrator selected according to this Agreement shall decide all discovery disputes.

10. **Substantive Law.** The Arbitrator shall apply the state of California or Federal law (and the law of remedies, if applicable) as applicable to the claim(s) asserted without regard to its conflicts of law principles. The Arbitrator's decision shall be final and binding upon the Parties.

11. **Motions.** The Arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to set deadlines for completion

of discovery, for filing motions for summary judgment, and to set briefing schedules for any motions. The Arbitrator shall have the authority to adjudicate any cause of action, or the entire claim, pursuant to a motion for summary adjudication and/or summary judgment, and, in deciding such motions.

12. **Compelling Arbitration/Enforcing Award.** Either Party may bring an action in court to compel arbitration under this Agreement, to otherwise determine the arbitrability of Claims under this Agreement, to review the arbitration award for legal error, to confirm or vacate an arbitration award, and to enforce the arbitration award. Each Party shall bear its own attorney fees and costs and other expenses of such action.

13. **Arbitration Fees and Costs.** The Parties shall be equally responsible for the arbitrator's fees and expenses. Each Party shall pay its own costs and attorneys' fees, if any. However, if any Party prevails on a statutory claim which affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the Arbitrator may award reasonable attorneys' fees and costs to the prevailing party. Any dispute as to the reasonableness of any fee or cost shall be resolved by the Arbitrator.

14. **Term of Agreement.** This Agreement to arbitrate shall survive the termination of Student's attendance at the School. It can only be revoked or modified in writing signed by both Parties that specifically states an intent to revoke or modify this Agreement and is signed by an officer of the School.

15. **Severability; Interpretation.** This arbitration agreement shall in all respects be governed by and construed in accordance with the Federal Arbitration Act and the laws of the State of California, including all matters of construction, validity and performance, without regard to its conflicts of law principles. If any provision of this Agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Agreement to arbitrate. The presumption found in California Civil Code Section 1654, that uncertainties in a contract are interpreted against the party causing an uncertainty to exist, is hereby waived by the Parties.

16. **Successors and Assigns.** The School may assign this Agreement to any subsidiary, corporate affiliate, successor, or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise). This Agreement shall inure to the benefit of the School, its subsidiaries, corporate affiliates, permitted successors, and assigns. The Legal Guardian may not assign this Agreement or any part hereof. Any purported assignment by the Legal Guardian shall be null and void from the initial date of purported assignment.

17. **Modification and Waiver.** No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by Legal Guardian and by a duly authorized officer of School. No waiver by either of the Parties of any breach by the other Party of any condition or provision of this Agreement to be performed by the other Party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising

any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

18. **Entire Agreement.** This Agreement supersedes and replaces all prior and contemporaneous agreements, whether written, oral, express, or implied, and constitutes the entire understanding between the Parties, regarding the subject matter herein.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. True and correct copies, including faxed or e-mailed signatures, may be used in lieu of the original.

20. **Voluntary Agreement; Counsel.** By executing this Agreement, the Parties represent that they have been given the opportunity to fully review, comprehend, and negotiate the terms of this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement.

The Parties each acknowledge that they have been advised to retain and have had a reasonable opportunity to retain independent legal counsel regarding the terms and consequences of this agreement prior to entering into it, and that they have had the opportunity to discuss this matter with and obtain advice from their own private attorneys or have freely chosen not to seek such advice.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date below.

THE UNDERSIGNED LEGAL GUARDIAN AND SCHOOL EACH UNDERSTAND AND ACKNOWLEDGE THAT BY ENTERING INTO THIS AGREEMENT AND THE ARBITRATION PROVISIONS CONTAINED HEREIN, THEY HAVE SURRENDERED AND WAIVED THE RIGHT THEY WOULD OTHERWISE POSSESS TO SUBMIT A DISPUTE BETWEEN THEM FOR RESOLUTION BY COURT OR JURY, INCLUDING THE RIGHT OF APPEAL TO A HIGHER COURT.

LEGAL GUARDIAN

**LEARN AND PLAY MONTESSORI
PLEASANTON.**

Signature: _____

By: _____

Print Name: _____

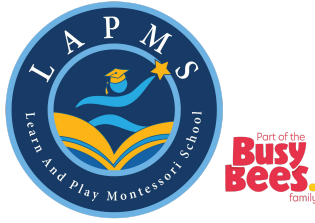
Name: _____

Student Name: _____

Title: _____

Effective Date: _____





Learn And Play Montessori School Pictures and Videos Consent Form

Learn and Play Montessori School takes pictures and videos of your child during class time, outdoor play, special events, and performances. We share these pictures by displaying them inside the classroom, on school bulletin boards, in newsletters, in yearbooks, on school websites, on Facebook, and on similar social media websites to promote the School and the Montessori Philosophy.

Please initial next to one of the options below:

_____ I give the authorization to Learn and Play Montessori School to take pictures and videos of my child and display them inside the classroom, on school bulletin boards, newsletters, yearbook, school website, Facebook, and similar social media websites. I understand and agree that all photos/videos will become the property of Learn and Play Montessori School and I waive any right to royalties or other compensation.

_____ I do not give the authorization to Learn and Play Montessori School to take pictures and videos of my child.

Child's Name

Parent's Name

Parent's Signature

Date

POTENTIAL SOURCES OF LEAD

- Old paint, especially if it is chipped or peeling or if the home has been recently repaired or remodeled
- House dust
- Soil
- Some imported dishes, pots and water crocks. Some older dishware, especially if it is cracked, chipped, or worn
- Work clothes and shoes worn if working with lead
- Some food, candies and spices from other countries
- Some jewelry, toys, and other consumer products
- Some traditional home remedies and traditional make-up
- Lead fishing weights and lead bullets
- Water, especially if plumbing materials contain lead

SYMPTOMS OF LEAD EXPOSURE

Most children who have lead poisoning do not look or act sick. Symptoms, if any, may be confused with common childhood complaints, such as stomachache, crankiness, headaches, or loss of appetite.



OPTIONS FOR LEAD TESTING



A blood lead test is free if you have Medi-Cal or if you are in the Child Health and Disability Prevention Program (CHDP). Children on Medi-Cal, CHDP, Head Start, WIC, or at risk for lead poisoning, should be tested at age 1 and 2. Health insurance plans will also pay for this test. Ask your child's doctor about blood lead testing.

For more information, go to the California Childhood Lead Poisoning Prevention Branch's website at www.cdph.ca.gov/programs/clppb, or call them at (510) 620-5600.

(The information and images found on this publication are adapted from the California Department of Public Health Childhood Lead Poisoning Prevention Program.)

1/2019



EFFECTS OF LEAD EXPOSURE

Children 1-6 years old are the most at risk for lead poisoning.

- Lead poisoning can harm a child's nervous system and brain when they are still forming, causing learning and behavior problems that may last a lifetime.
- Lead can lead to a low blood count (anemia).
- Even small amounts of lead in the body can make it hard for children to learn, pay attention, and succeed in school.
- Higher amounts of lead exposure can damage the nervous system, kidneys, and other major organs. Very high exposure can lead to seizures or death.

LEAD POISONING FACTS

- Buildup of lead in the body is referred to as lead poisoning.
- Lead is a naturally occurring metal that has been used in many products and is harmful to the human body.
- There is no known safe level of lead in the body.
- Small amounts of lead in the body can cause lifelong learning and behavior problems.
- Lead poisoning is one of the most common environmental illnesses in California children.
- The United States has taken many steps to remove sources of lead, but lead is still around us.

IN THE US:

- Lead in house paint was severely reduced in 1978.
- Lead solder in food cans was banned in the 1980s.
- Lead in gasoline was removed in the early 1990s.



**LEAD IN
TAP WATER**

The only way to know if tap water has lead is to have it tested.



Tap water is more likely to have lead if:

- Plumbing materials, including fixtures, solder (used for joining metals), or service lines have lead in them;
- Water does not come from a public water system (e.g., a private well).

To reduce any potential exposure to lead in tap water:

- **Flush the pipes in your home**
Let water run at least 30 seconds before using it for cooking, drinking, or baby formula (if used). If water has not been used for 6 hours or longer, let water run until it feels cold (1 to 5 minutes.)*
- **Use only cold tap water for cooking, drinking, or baby formula (if used)**
If water needs to be heated, use cold water and heat on stove or in microwave.
- **Care for your plumbing**
Lead solder should not be used for plumbing work. Periodically remove faucet strainers and run water for 3-5 minutes.*

- **Filter your water-** Consider using a water filter certified to remove lead.

WARNING!

Some water crocks have lead. Do not give a child water from a water crock unless you know the crock does not have lead.

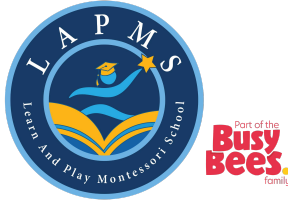


(*Water saving tip: Collect your running water and use it to water plants not intended for eating.)

For information on testing your water for lead, visit The Environmental Protection Agency at www.epa.gov/lead/protect-your-family-exposures-lead or call (800) 426-4791.

You can also visit The California Department of Public Health's website at <https://www.cdph.ca.gov>.





Learn And Play Montessori School

Dear Parent(s),

Please, carefully fill out the emergency card below. The emergency card will be used in cases when our staff is unable to access your child's electronic records. It is important to maintain this form up to date. If there are any changes on this form, please notify the front desk.

Emergency Card	
Child's Name: _____	Allergies: _____ _____
Date of Birth: ____ / ____ / ____	_____
Parent's Name: _____	Medication: _____ _____
Parent's Phone: (____) _____	_____
Parent's Name: _____	Photo Consent: Yes <input type="checkbox"/> No <input type="checkbox"/>
Parent's Phone: (____) _____	Vegetarian <input type="checkbox"/> Non-Vegetarian <input type="checkbox"/>
	Potty Trained: Yes <input type="checkbox"/> No <input type="checkbox"/>



CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT LEARN AND PLAY MONTESSORI SCHOOL LLC

This Therapist/Aide Confidentiality and Proprietary Rights Agreement (“**Agreement**”) as of the date written below (the “**Effective Date**”) is entered into by and between Learn and Play Montessori School LLC, a California limited liability company (the “**Company**”), on behalf of itself, its subsidiaries and other corporate affiliates (collectively referred to herein as the “**Company Group**”), and the Therapist/Aide whose name and signature appear below (the “**Therapist/Aide**”) (the Company and the Therapist/Aide are collectively referred to herein as the “**Parties**”).

In consideration of the Therapist/Aide’s services or continued services by the Company, which the Therapist/Aide acknowledges to be good and valuable consideration for his/her obligations hereunder, the Company and the Therapist/Aide hereby agree as follows:

1. **Duty of Loyalty.** While providing services for clients in our care, the Therapist/Aide agrees at all times to devote his/her best efforts to the business of the Company Group, to perform conscientiously all duties and obligations required or assigned, and to not usurp for personal gain any opportunities in the Company Group’s line of business.

2. **Confidentiality.**

(a) *Confidential Information.* The Therapist/Aide understands and acknowledges that during the course of services by the Company, he/she will have access to and learn about confidential, secret and proprietary documents, trade secrets, materials and other information, in tangible and intangible form, of and relating to the Company Group, its businesses, existing and prospective students and their families, suppliers, investors, and other associated third parties (“**Confidential Information**”). The Therapist/Aide further understands and acknowledges that this Confidential Information and the Company Group’s ability to reserve it for the exclusive knowledge and use of the Company Group is of great competitive importance and commercial value to the Company Group, and that improper use or disclosure of the Confidential Information by the Therapist/Aide might cause the Company Group to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties, including but not limited to those incurred under privacy laws for minors.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information of the Company Group, its businesses, any existing or prospective students and their families, supplier, investor, or of any other person or entity that has entrusted information to the Company Group in confidence not generally known to the public, in spoken, printed, electronic, or any other form or medium, whether intangible or tangible, relating directly or indirectly to: (i) information believed by the Company Group to be a Trade Secret (as defined below) that ultimately does not qualify as such under California law but nonetheless was maintained by the Company Group as confidential; (ii) Trade Secrets; (iii) information concerning the nature of the Company Group’s business and its manner of operation; (iv) the methods and systems used by the Company Group in soliciting, selling, and providing its services and products

to its students and their families; (v) financial and accounting information, such as cost, pricing, billing information, students and their families' profiles, financial policies, procedures, revenues, and profit margins; (vi) sales and marketing information, such as sales strategies and programs; (vii) information concerning the Company Group's students and their families and prospective students and their families; (viii) information concerning the Company Group's vendors and suppliers; (ix) students and their families lists; (x) prospective students and their families lists; (xi) information regarding students and their families habits and special needs; (xii) services policies and procedures; (xiii) personnel records; (xiv) software developed by or for the benefit of the Company Group and related data source code and programming information (whether or not patentable or registrable under copyright or similar statutes); (xv) inventions; (xvi) information concerning the Company Group's business relationships with persons, firms, corporations, and other entities; (xvii) contracts and agreements; and (xviii) information concerning the Company Group's curriculum, teaching plans, and techniques.

For the purposes of this Agreement, "**Trade Secrets**" shall mean any and all Confidential Information that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (iii) any and all other information that falls within the meaning of a trade secret as defined under California or Federal law.

The Therapist/Aide understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Therapist/Aide understands and agrees that Confidential Information developed by him/her in the course of his/her services by the Company Group shall be subject to the terms and conditions of this Agreement as if the Company Group furnished the same Confidential Information to the Therapist/Aide in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Therapist/Aide, provided that such disclosure is through no direct or indirect fault of the Therapist/Aide or person(s) acting on the Therapist/Aide's behalf.

(b) *Disclosure and Use Restrictions.* The Therapist/Aide agrees and covenants:

(i) to treat all Confidential Information as strictly confidential.

(ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, in whole or part, to any entity or person whatsoever (including other Therapist/Aides of the Company Group) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company Group, except as required in the performance of the Therapist/Aide's authorized services duties and only after execution of a confidentiality agreement by the third party with whom Confidential Information will be shared or with the prior consent of an authorized officer of the Company Group

(and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and

(iii) not to access, use, copy, or remove any documents, records, files, media, or other resources containing any Confidential Information from the premises or control of the Company Group, except as required in the performance of the Therapist/Aide's authorized services duties or with the prior consent of an authorized officer of the Company Group (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent).

(iv) Permitted Disclosures. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Therapist/Aide shall promptly provide written notice of any such order to an authorized officer of the Company Group within twenty-four (24) hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company Group to contest the order or seek confidentiality protections, as determined in the Company Group's sole discretion. Nothing in this Agreement prevents the Therapist/Aide from disclosing or discussing any sexual assault or sexual harassment dispute arising after execution of this Agreement.

In addition, this Section 2 does not, in any way, restrict or impede the Therapist/Aide from (i) discussing the terms and conditions of his/her services with co-workers or union representatives; (ii) exercising his/her rights under Section 7 of the National Labor Relations Act; (iii) exercising protected rights to the extent that such rights cannot be waived by agreement; or (iv) otherwise disclosing information as permitted by California or Federal law.

(v) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. [Notwithstanding any other provision of this Agreement:

(A) This Therapist/Aide will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(B) If the Therapist/Aide files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Therapist/Aide may disclose the Company's trade secrets to the Therapist/Aide's attorney and use the trade secret information in the court proceeding if the Therapist/Aide (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order

(c) *Duration of Confidentiality Obligations.* The Therapist/Aide understands and acknowledges that his/her obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Therapist/Aide first having access to such Confidential Information (whether before or after he/she begins services by the

Company Group) and shall continue during and after his/her services by the Company Group until such time as such Confidential Information has become public knowledge other than as a result of the Therapist/Aide's breach of this Agreement or breach by those acting in concert with the Therapist/Aide or on the Therapist/Aide's behalf.

3. **Inventions and Work Product.**

(a) *Disclosure of Inventions.* The Therapist/Aide acknowledges and agrees that, among his/her other duties for the Company, the Therapist/Aide will be in a position that could provide the opportunity for conceiving and/or reducing to practice inventions, improvements, developments, ideas, or discoveries whether patentable or unpatentable (collectively, **"Inventions"** (as defined below)). Accordingly, the Therapist/Aide agrees to promptly disclose to the Company Group in confidence and in writing all Inventions conceived or reduced to practice by the Therapist/Aide while in the Company Group's employ, either solely or jointly with others, and whether or not during regular working hours. The Therapist/Aide further agrees to maintain adequate and current written records of such Inventions.

For purposes of this Agreement, Inventions include, but are not limited to, Company Group information, ideas, plans, publications, research, strategies, techniques, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, students and their families' information, students and their families lists, marketing information, advertising information, sales information, curriculum, teaching plans, and teaching materials.

(b) *Company Group Inventions.* The assignment provisions in Section 3(c) shall apply only to **"Company Inventions"** (as defined herein). Company Inventions shall mean any Invention that meets any one of the following criteria:

(i) Relates, at the time of conception or reduction to practice of the Invention to: (A) the Company Group's business, project, or products, or to the manufacture or utilization thereof; or (B) the actual or demonstrably anticipated research or development of the Company Group.

(ii) Results from any work performed directly or indirectly by the Therapist/Aide for the Company Group.

(iii) Results, at least in part, from the Therapist/Aide's use of the Company Group's time, equipment, supplies, facilities, or Confidential Information.

Provided, however, that a Company Invention shall not include the “**Therapist/Aide Inventions**” (as defined herein). Therapist/Aide Inventions shall mean any Invention that meets any of the following criteria:

(i) Any Invention which qualifies fully under the provisions of California Labor Code Section 2870 including any idea or Invention which is developed entirely on the Therapist/Aide’s own time without using the Company Group’s equipment, supplies, facilities, or Confidential Information, which is not related to the Company Group’s business (either actual or demonstrably anticipated), and which does not result from work performed for the Company Group; or

(ii) Any ideas, unpatented, but potentially patentable, and Inventions conceived in whole or in part by Therapist/Aide prior to Therapist/Aide’s services with Company Group.

The Therapist/Aide Inventions are listed on **Exhibit A**. If no such Exhibit is attached, Therapist/Aide represents and warrants that there are no such Therapist/Aide Inventions as of the Effective Date.

(c) *Assignment of Company Inventions.* The Therapist/Aide hereby assigns, and agrees to assign, to the Company Group, all his/her rights, title, and interest in and to all Company Inventions, including, but not limited to, copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising worldwide (collectively, “**Intellectual Property Rights**”). Also, the Therapist/Aide hereby assigns, and agrees to assign, to the Company Group all Inventions and related Intellectual Property Rights conceived or reduced to practice by the Therapist/Aide within one (1) year following his/her termination of services with the Company Group (whether voluntary or otherwise), if the Invention is a result of an Company Invention or Confidential Information obtained by the Therapist/Aide during his/her services with the Company Group.

(d) *License of Therapist/Aide Inventions.* If, during the course of Therapist/Aide’s services, such Therapist/Aide Inventions are incorporated into or used in connection with any product, process, service, technology, or other work by or on behalf of Company Group, Therapist/Aide hereby grants and assigns to Company Group (or as directed by it) a nonexclusive, royalty-free, fully paid for, irrevocable, perpetual, worldwide license to the Intellectual Property Rights, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Therapist/Aide Invention as part of or in connection with such product, process, service, technology, or other work.

(e) *Execution of Necessary Documents.* During and after his/her services, without compensation, the Therapist/Aide agrees to reasonably cooperate with the Company Group at the Company Group’s expense to (i) apply for, obtain, perfect, and transfer to the Company Group the Company Inventions, Work Product (as defined below), and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing, and delivering to the Company Group any and all applications, oaths, declarations, affidavits, waivers, assignments, other documents, and

instruments as shall be requested by the Company Group.

The Therapist/Aide hereby irrevocably grants the Company Group power of attorney to execute and deliver any such documents on the Therapist/Aide's behalf in his/her name and to do all other lawfully permitted acts to transfer the Company Inventions and Work Product to the Company Group and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Therapist/Aide does not promptly cooperate with the Company Group's request (without limiting the rights the Company Group shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by the Therapist/Aide's subsequent incapacity.

(f) *Work Made for Hire.* The Therapist/Aide acknowledges that, by reason of providing services at the Company Group at the relevant times, to the extent permitted by law, all writings, works of authorship, technology, inventions, discoveries, ideas, and other work product of any nature whatsoever (collectively, "**Work Product**") consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company Group. Nothing contained in this Agreement shall be construed to reduce or limit the Company Group's rights, title, or interest in any Work Product, Inventions, or Intellectual Property Rights so as to be less in any respect than that the Company Group would have had in the absence of this Agreement.

(g) *Moral Rights.* To the extent any copyrights are assigned under this Agreement, the Therapist/Aide hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Therapist/Aide may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, withdrawal, and any other rights that may be known as "moral rights" with respect to all Inventions and Work Product therein.

(h) *No License.* The Therapist/Aide understands that this Agreement does not, and shall not be construed to, grant the Therapist/Aide any license or right of any nature with respect to any Inventions, Work Product, Intellectual Property Rights, any Confidential Information, materials, software, or other tools made available to him/her by the Company Group, except as required for the Therapist/Aide to perform his/her role.

4. **Restrictive Covenants.**

(a) *Non-Solicitation of Company Group's Students and Families.* Company Group considers and Therapist/Aide acknowledges that Company Group's students and their families and all Confidential Information relating to Company Group's students and their families are Trade Secrets as defined in this Agreement. Therapist/Aide agrees that during his/her services and following the termination of his or her services with Company Group, whether voluntary or involuntary, Therapist/Aide shall not, directly or indirectly, solicit or attempt to solicit any business from any of Company Group's students or their families, for the purposes of providing products or services that are competitive with those provided by Company Group when such solicitation or attempt at solicitation is done by Therapist/Aide through the use of Company Group's Trade Secrets or Confidential Information.

(b) *Non-Solicitation of Company Group's Personnel.* Therapist/Aide acknowledges and agrees that Company Group has invested substantial time and effort in assembling its current personnel. Therefore, Therapist/Aide agrees that during his/her services and for one (1) year following his or her termination of services with Company Group, whether voluntary or involuntary, Therapist/Aide will not, in regard to any Therapist/Aide, independent contractor, or agent of Company Group (collectively, **"Company Group Personnel"**) that Therapist/Aide had "material contact" with, directly or indirectly recruit or attempt to recruit any Company Group Personnel or induce or attempt to induce any Company Group Personnel to terminate or cease services with Company Group. For purposes of this paragraph, "material contact" shall exist when Therapist/Aide (i) supervised the Company Group Personnel; (ii) service directly with the Company Group Personnel; or (iii) otherwise received Confidential Information from the Company Group Personnel. Notwithstanding the foregoing, nothing in this Section shall prevent Therapist/Aide from receiving and considering any application from any Company Group Personnel that is not solicited by Therapist/Aide or on Therapist/Aide's behalf.

(c) *Covenant Not to Compete During Term of Services.* Therapist/Aide agrees that, during his or her term of services with Company Group, he or she will not, directly or indirectly, either as an Therapist/Aide, Company, consultant, agent, principal, partner, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the subject matter of his/her services with Company Group or relating to Company Group's line of business.

(d) *Non-disparagement.* The Therapist/Aide agrees and covenants that he/she will not at any time make, publish, or communicate to any person or entity or in any public forum any maliciously false remarks, comments, or statements concerning the Company Group or its businesses, any of its Therapist/Aides, officers, existing and prospective customers, suppliers, investors, and other associated third parties. This Section does not, in any way, restrict or impede the Therapist/Aide from (i) exercising his/her rights under federal, state, or municipal civil rights or services discrimination laws, to file or otherwise institute a charge of discrimination, to testify or participate in a hearing or proceeding, or to cooperate with any appropriate federal, state, or municipal government; (ii) exercising his/her rights under Section 7 of the National Labor Relations Act to the extent that such rights cannot be waived by agreement; or (iii) from complying with any applicable law or regulation, or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

(e) *Reasonableness of Restrictive Covenants.* **Therapist/Aide acknowledges that he or she has carefully read and considered Section 4 of this Agreement and agrees that the restrictions set forth therein are fair and reasonable, are supported by valid consideration, and are reasonably required to protect the legitimate business interests of Company Group.**

5. *Exit Obligations.* Upon (a) voluntary or involuntary termination of the Therapist/Aide's services, or (b) the Company Group's request at any time during the

Therapist/Aide's services, the Therapist/Aide shall: (i) provide or return to the Company Group any and all Company Group property (as applicable), stored in whatever media, including, but not limited to, keys, key cards, access cards, identification cards, security devices, Company credit cards, network access devices, computers, laptops, cell phones, equipment, manuals, reports, files, books, compilations, work product, e-mail messages, removable information storage devices, hard drives, data, documents, materials, Confidential Information, Trade Secrets, Work Product, and Inventions, that are in the possession or control of the Therapist/Aide, whether they were provided to the Therapist/Aide by the Company Group or any of its business associates or created by the Therapist/Aide in connection with his/her services by the Company Group (collectively, **"Company Group Property"**); and (ii) delete or destroy all copies of any Company Group Property not returned to the Company Group that remain in the Therapist/Aide's possession or control, including those stored on any non-Company Group devices, flash drives, networks, cloud storage, storage locations, and other media in the Therapist/Aide's possession or control. The Therapist/Aide shall provide written certification that he/she has complied with Section 5.

6. *Acknowledgement.* The Therapist/Aide acknowledges and agrees that the services to be rendered by him/her to the Company Group are of a special and unique character; that the Therapist/Aide will obtain knowledge and skill relevant to the Company Group's industry, methods of doing business, and marketing strategies by virtue of the Therapist/Aide's services; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Therapist/Aide further acknowledges that the amount of his/her compensation reflects, in part, his/her obligations and the Company Group's rights under this Agreement; that he/she has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced in this Agreement; that he/she will not be subject to undue hardship by reason of his/her full compliance with the terms and conditions of this Agreement or the Company Group's enforcement thereof; and that this Agreement is not a contract of services and shall not be construed as a commitment by either of the Parties to continue an services relationship for any certain period of time. **Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine or otherwise modify the "at-will" status of the services relationship between the Company Group and the Therapist/Aide, pursuant to which either the Company Group or the Therapist/Aide may terminate the services relationship at any time, with or without cause, with or without notice.**

7. *Remedies.* The Therapist/Aide acknowledges that the Company Group's Confidential Information and the Company Group's ability to reserve it for the exclusive knowledge and use of the Company Group is of great competitive importance and commercial value to the Company Group, and that improper use or disclosure of the Confidential Information by the Therapist/Aide will cause irreparable harm to the Company Group, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Therapist/Aide of any of the provisions of this Agreement, the Therapist/Aide hereby consents and agrees that the Company Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any

bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. The Therapist/Aide further acknowledges that each member of the Company Group is an intended third-party beneficiary of this Agreement.

8. *Successors and Assigns.* The Company may assign this Agreement to any subsidiary, corporate affiliate, successor, or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise). This Agreement shall inure to the benefit of the Company Group, permitted successors, and assigns. The Therapist/Aide may not assign this Agreement or any part hereof. Any purported assignment by the Therapist/Aide shall be null and void from the initial date of purported assignment.

9. *Attorneys' Fees and Costs.* The Parties acknowledge and agree that each of them will bear their own costs, expenses, fees, expert and consultant fees, and attorneys' fees arising out of or connected with the negotiation, drafting, and execution of this Agreement and all matters arising out of or connected therewith, except that, in the event any action or proceeding is brought by any Party to this Agreement to enforce or interpret this Agreement, the prevailing party or parties shall be entitled to recover their reasonable attorneys' fees and costs incurred in that subsequent action or proceeding, in addition to all other relief to which that party or those parties may be entitled.

10. *Governing Law; Jurisdiction and Venue.* This Agreement, for all purposes, shall be construed in accordance with the laws of the State of California without regard to conflicts-of-law principles. The Parties agree that this Agreement is being entered into in Alameda County, California and that venue for any action to enforce or interpret the terms of this Agreement shall be in Alameda County, California. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

11. *Entire Agreement.* Unless specifically provided herein, this Agreement contains all the understandings and representations between the Therapist/Aide and the Company Group pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12. *Modification and Waiver.* No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Therapist/Aide and by a duly authorized officer of the Company. No waiver by either of the Parties of any breach by the other Party of any condition or provision of this Agreement to be performed by the other Party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

13. *Severability.* Should any provision of this Agreement be held by a court of

competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement, provided such remaining provisions and portions shall be construed in substance to constitute the agreement of the Parties intended to enter into in the first instance, as described herein. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

14. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. True and correct copies, including faxed or e-mailed signatures, may be used in lieu of the original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

LEARN AND PLAY MONTESSORI SCHOOL
LLC

By: _____

Name:

Title: Site Director

THERAPIST/AIDE

Signature: _____

Print Name: _____

Effective Date: _____

EXHIBIT A

Therapist/Aide Inventions