



## Back Up Care Forms Packet

**All completed forms must be returned  
on or before the child's first day of attendance.**

### **FORMS REQUIRED**

Back Up Care Application	_____
Personal Rights	_____
Parents' Rights	_____
* Physician's Report	_____
* * Immunization Records	_____
Medical & Emergency Information Sheet	_____
Teacher Information Sheet	_____
Disaster Information Card	_____
* * * Allergy Action Plan & Medication	_____

**Please use this form as your checklist.**

\* The Physician's Report may be returned within 30 days of first attendance, only if Immunization Records are provided on or before the first day of attendance, except as noted below for school-aged children.

\*\* The Immunization Records are not required for school-aged (K-5) children.

\*\*\* The Allergy Action Plan is required if the parent has indicated that the child has an allergy or condition that requires medication. If applicable, the child will not be accepted for care without this information.

Please don't hesitate to call or email us if you have any questions.

***1468 Grant Road, Los Altos, CA 94024***

***Ph: 650-968-5957***

***Fax: 650-968-2052***

***admin@montecitopreschool.com***

## **BACK UP CARE APPLICATION**

### **MONTECITO SCHOOL**

1468 GRANT ROAD, LOS ALTOS, CA 94024

PHONE: (650) 968-5957; FAX: (650) 968-2052

E-MAIL: [admin@montecitoschool.com](mailto:admin@montecitoschool.com); WEBSITE: [www.montecitoschool.com](http://www.montecitoschool.com)

**ENROLLEE PRIVACY INFORMATION** – Place a check mark here \_\_\_\_\_ if you DO NOT want the School to release any of your contact information to other parents (This is only used on class lists for other parents to use for play dates or birthdays).

CHILD'S/ENROLLEE'S FULL NAME: \_\_\_\_\_

NICKNAME(S) (if applicable): \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_ GENDER: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ Ethnicity (Optional): \_\_\_\_\_

DOES YOUR CHILD HAVE AN IEP? Y \_\_\_ N \_\_\_ IF SO, PLEASE PROVIDE A COPY FOR YOUR CHILD'S FILE.

IS ENGLISH YOUR CHILD'S FIRST LANGUAGE? Y \_\_\_ N \_\_\_ IF NOT, PRIMARY LANGUAGE: \_\_\_\_\_

### **PARENT(S) CONTACT INFORMATION**

Father's Name (if applicable): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Mother's Name (if applicable): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Please complete one (1) Application for Enrollment ("Application") for each Enrollee/Child.** Parent(s) agree(s) to immediately notify School in writing of any changes to the contact information contained in this Application.

I hereby give permission for my child to be photographed at Montecito School and/or on school field trips. I understand that these pictures will only be used by and for Montecito for school projects and/or advertising purposes.

Parent's Signature: \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY** – Start Date: \_\_\_\_\_ Class Code: \_\_\_\_\_ Room Code: \_\_\_\_\_

1<sup>st</sup> Case ID#: \_\_\_\_\_ 2<sup>nd</sup> Case ID#: \_\_\_\_\_ 3<sup>rd</sup> Case ID#: \_\_\_\_\_

**PERSONAL RIGHTS****Child Care Centers**

Personal Rights, See Section 101223 for waiver conditions applicable to Child Care Centers.

- (a) Child Care Centers: Each child receiving services from a Child Care Center shall have rights which include, but are not limited to, the following:
- (1) To be accorded dignity in his/her personal relationships with staff and other persons.
  - (2) To be accorded safe, healthful and comfortable accommodations, furnishings and equipment to meet his/her needs.
  - (3) To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature, including but not limited to: interference with daily living functions, including eating, sleeping, or toileting; or withholding of shelter, clothing, medication or aids to physical functioning.
  - (4) To be informed, and to have his/her authorized representative, if any, informed by the licensee of the provisions of law regarding complaints including, but not limited to, the address and telephone number of the complaint receiving unit of the licensing agency and of information regarding confidentiality.
  - (5) To be free to attend religious services or activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, either in or outside the facility, shall be on a completely voluntary basis. In Child Care Centers, decisions concerning attendance at religious services or visits from spiritual advisors shall be made by the parent(s) or guardian(s) of the child.
  - (6) Not to be locked in any room, building, or facility premises by day or night.
  - (7) Not to be placed in any restraining device, except a supportive restraint approved in advance by the licensing agency.

THE REPRESENTATIVE/PARENT/GUARDIAN HAS THE RIGHT TO BE INFORMED OF THE APPROPRIATE LICENSING AGENCY TO CONTACT REGARDING COMPLAINTS, WHICH IS:

NAME

Department of Social Services

ADDRESS

2580 N. First Street, Suite 300 MS 29-08

CITY

San Jose

ZIP CODE

CA

AREA CODE/TELEPHONE NUMBER

408-324-2148

DETACH HERE

TO: PARENT/GUARDIAN/CHILD OR AUTHORIZED REPRESENTATIVE:

**PLACE IN CHILD'S FILE**

Upon satisfactory and full disclosure of the personal rights as explained, complete the following acknowledgment:

**ACKNOWLEDGMENT:** I/We have been personally advised of, and have received a copy of the personal rights contained in the California Code of Regulations, Title 22, at the time of admission to:

(PRINT THE NAME OF THE FACILITY)

Montecito Preschool

(PRINT THE ADDRESS OF THE FACILITY)

1468 Grant Road, Los Altos, CA 94024

(PRINT THE NAME OF THE CHILD)

(SIGNATURE OF THE REPRESENTATIVE/PARENT/GUARDIAN)

(TITLE OF THE REPRESENTATIVE/PARENT/GUARDIAN)

(DATE)

**CHILD CARE CENTER  
NOTIFICATION OF PARENTS' RIGHTS**

---

**PARENTS' RIGHTS**

As a Parent/Authorized Representative, you have the right to:

1. Enter and inspect the child care center without advance notice whenever children are in care.
2. File a complaint against the licensee with the licensing office and review the licensee's public file kept by the licensing office.
3. Review, at the child care center, reports of licensing visits and substantiated complaints against the licensee made during the last three years.
4. Complain to the licensing office and inspect the child care center without discrimination or retaliation against you or your child.
5. Request in writing that a parent not be allowed to visit your child or take your child from the child care center, provided you have shown a certified copy of a court order.
6. Receive from the licensee the name, address and telephone number of the local licensing office.

Licensing Office Name: Department of Social Services - Community Care Licensing

Licensing Office Address: 2580 N. First St, Ste. 300 MS29-08, San Jose, 95131

Licensing Office Telephone #: 408-324-2148

7. Be informed by the licensee, upon request, of the name and type of association to the child care center for any adult who has been granted a criminal record exemption, and that the name of the person may also be obtained by contacting the local licensing office.
8. Receive, from the licensee, the Caregiver Background Check Process form.

**NOTE:** CALIFORNIA STATE LAW PROVIDES THAT THE LICENSEE MAY DENY ACCESS TO THE CHILD CARE CENTER TO A PARENT/AUTHORIZED REPRESENTATIVE IF THE BEHAVIOR OF THE PARENT/AUTHORIZED REPRESENTATIVE POSES A RISK TO CHILDREN IN CARE.

For the Department of Justice "Registered Sex Offender" database, go to [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)

LIC 995 (2/08)

(Detach Here - Give Upper Portion to Parents)

---

**ACKNOWLEDGEMENT OF NOTIFICATION OF PARENTS' RIGHTS**  
**(Parent/Authorized Representative Signature Required)**

I, the parent/authorized representative of \_\_\_\_\_, have received a copy of the "CHILD CARE CENTER NOTIFICATION OF PARENTS' RIGHTS" and the CAREGIVER BACKGROUND CHECK PROCESS form from the licensee.

Montecito School  
Name of Child Care Center

\_\_\_\_\_  
Signature (Parent/Authorized Representative)

\_\_\_\_\_  
Date

**NOTE:** This Acknowledgement must be kept in child's file and a copy of the Notification given to parent/authorized representative.

For the Department of Justice "Registered Sex Offender" database go to [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)

LIC 995 (6/08)

## IMPORTANT INFORMATION FOR PARENTS

### CAREGIVER BACKGROUND CHECK PROCESS CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

The California Department of Social Services works to protect the safety of children in child care by licensing child care centers and family child care homes. Our highest priority is to be sure that children are in safe and healthy child care settings. California law requires a background check for any adult who owns, lives in, or works in a licensed child care home or center. Each of these adults must submit fingerprints so that a background check can be done to see if they have any history of crime. If we find that a person has been convicted of a crime other than a minor traffic violation, he/she cannot work or live in the licensed child care home or center unless approved by the Department. This approval is called an exemption.

A person convicted of a crime such as murder, rape, torture, kidnapping, crimes of sexual violence or molestation against children cannot by law be given an exemption that would allow them to own, live in or work in a licensed child care home or center. If the crime was a felony or a serious misdemeanor, the person must leave the facility while the request is being reviewed. If the crime is less serious, he/she may be allowed to remain in the licensed child care home or center while the exemption request is being reviewed.

#### How the Exemption Request is Reviewed

We request information from police departments, the FBI and the courts about the person's record. We consider the type of crime, how many crimes there were, how long ago the crime happened and whether the person has been honest in what they told us.

The person who needs the exemption must provide information about:

- The crime
- What they have done to change their life and obey the law
- Whether they are working, going to school, or receiving training
- Whether they have successfully completed a counseling or rehabilitation program

The person also gives us reference letters from people who aren't related to them who know about their history and their life now.

We look at all these things very carefully in making our decision on exemptions. By law this information cannot be shared with the public.

#### How to Obtain More Information

As a parent or authorized representative of a child in licensed child care, you have the right to ask the licensed child care home or center whether anyone working or living there has an exemption. If you request this information, and there is a person with an exemption, the child care home or center must tell you the person's name and how he or she is involved with the home or center and give you the name, address, and telephone number of the local licensing office. You may also get the person's name by contacting the local licensing office. You may find the address and phone number on our website. The website address is [http://ccl.dss.cahwnet.gov/RegionalOf\\_1829.htm](http://ccl.dss.cahwnet.gov/RegionalOf_1829.htm)

**PHYSICIAN'S REPORT—CHILD CARE CENTERS**  
(CHILD'S PRE-ADMISSION HEALTH EVALUATION)**Montecito Fax #: 650-968-2052****PART A – PARENT'S CONSENT (TO BE COMPLETED BY PARENT)**\_\_\_\_\_, born \_\_\_\_\_ is being studied for readiness to enter  
(NAME OF CHILD) (BIRTH DATE)Montecito Preschool \_\_\_\_\_ This Child Care Center/School provides a program which extends from \_\_\_\_ : \_\_\_\_  
(NAME OF CHILD CARE CENTER/SCHOOL)

a.m./p.m. to \_\_\_\_\_ a.m./p.m. , \_\_\_\_\_ days a week.

Please provide a report on above-named child using the form below. I hereby authorize release of medical information contained in this report to the above-named Child Care Center.

(SIGNATURE OF PARENT, GUARDIAN, OR CHILD'S AUTHORIZED REPRESENTATIVE)

(TODAY'S DATE)

**PART B – PHYSICIAN'S REPORT (TO BE COMPLETED BY PHYSICIAN)**

Problems of which you should be aware:

Hearing:

Allergies/medicine:

Vision:

insect stings:

Developmental:

food:

Language/Speech:

asthma:

other:

Other (Include behavioral concerns):

Comments/Explanations:

MEDICATION PRESCRIBED/SPECIAL ROUTINES/RESTRICTIONS FOR THIS CHILD:

**IMMUNIZATION HISTORY:** (Fill out or enclose California Immunization Record, PM-298.)

VACCINE	DATE EACH DOSE WAS GIVEN				
	1st	2nd	3rd	4th	5th
POLIO (OPV OR IPV)	/ /	/ /	/ /	/ /	/ /
DTP/DTaP/ DT/Td (DIPHTHERIA, TETANUS AND (ACELLULAR) PERTUSSIS OR TETANUS AND DIPHTHERIA ONLY)	/ /	/ /	/ /	/ /	/ /
MMR (MEASLES, MUMPS, AND RUBELLA)	/ /	/ /			
(REQUIRED FOR CHILD CARE ONLY)	/ /	/ /	/ /	/ /	
HIB MENINGITIS (HAEMOPHILUS B)	/ /	/ /	/ /	/ /	
HEPATITIS B	/ /	/ /	/ /		
VARICELLA (CHICKENPOX)	/ /	/ /			

**SCREENING OF TB RISK FACTORS** (listing on reverse side)

- ☐ Risk factors not present; TB skin test not required.
- ☐ Risk factors present; Mantoux TB skin test performed (unless previous positive skin test documented).
- ☐ Communicable TB disease not present.

I have ☐ have not ☐ reviewed the above information with the parent/guardian.

Physician: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date of Physical Exam: \_\_\_\_\_

Date This Form Completed: \_\_\_\_\_

Signature \_\_\_\_\_

☐ Physician ☐ Physician's Assistant ☐ Nurse Practitioner

## MEDICAL AND EMERGENCY INFORMATION

MONTECITO SCHOOL  
1468 GRANT RD, LOS ALTOS, CA 94024  
PHONE: (650) 968-5957; FAX: (650) 968-2052

EMAIL: [admin@montecitopreschool.com](mailto:admin@montecitopreschool.com); WEBSITE: [www.montecitopreschool.com](http://www.montecitopreschool.com)

CHILD'S/ENROLLEE'S FULL NAME: \_\_\_\_\_

### EMERGENCY & MEDICAL INFORMATION:

PHYSICIAN'S NAME: \_\_\_\_\_ PHONE(S): \_\_\_\_\_

DENTIST'S NAME: \_\_\_\_\_ PHONE(S): \_\_\_\_\_

As the parent, agency representative or legal guardian, I hereby give consent to Montecito School to provide all emergency dental or medical care prescribed by a duly licensed physician or dentist for \_\_\_\_\_ (child's name). This care may be given under whatever conditions are necessary to preserve the life, limb or well being of dependent/enrollee/child.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### CHILD'S/ENROLLEE'S ALLERGIES (IF APPLICABLE):

Food(s): \_\_\_\_\_

Other Allergies: \_\_\_\_\_

**SEVERITY:** Mild? \_\_\_\_\_ Severe? \_\_\_\_\_ Life Threatening? \_\_\_\_\_

*Please describe on the Teacher Information Sheet what a typical allergic reaction has been in the past and discuss allergies with your child's teachers.*

Does the child require medication to be with him/her? Y \_\_\_\_\_ N \_\_\_\_\_

*If yes, please see the Office for Medication Release Form & Allergy Action Plan to be completed by you and your child's physician & returned to School with the medication.*

### EMERGENCY CONTACT & PICK-UP INFORMATION:

Please list four (4) local contacts/people who may be contacted in case of an emergency AND the name(s) of person(s), other than parent(s) or guardian(s) listed above, authorized to pick up child/Enrollee from Montecito Preschool. Children WILL NOT be allowed to leave with any other person without written authorization from parent or guardian.

NAME:	CITY:	PHONE(s):	RELATIONSHIP:
1.			
2.			
3.			
4.			

# Montecito School

## TEACHER INFORMATION SHEET

**CHILD'S NAME:** \_\_\_\_\_

**CHILD'S CLASS:** \_\_\_\_\_

**BIRTHDATE:** \_\_\_\_\_

**MOTHER'S NAME:** \_\_\_\_\_

**OCCUPATION:** \_\_\_\_\_

**FATHER'S NAME:** \_\_\_\_\_

**OCCUPATION:** \_\_\_\_\_

### **HEALTH & DEVELOPMENT INFORMATION:**

Does child have any food or other allergies? \_\_\_\_\_ If so, please list the foods/allergens: \_\_\_\_\_

Please describe what a typical allergic reaction has been in the past. \_\_\_\_\_

Dietary restrictions (vegetarian? religious/cultural preferences?): \_\_\_\_\_

What other illness(es), operation(s), injury(ies), or condition(s) has child had? \_\_\_\_\_

Was your child born prematurely? \_\_\_\_\_ If so, how premature? \_\_\_\_\_ (Mos./wks.)

At what age did child begin walking? \_\_\_\_\_ mos.; talking? \_\_\_\_\_ mos.

Please describe your child's typical sleep & napping patterns: \_\_\_\_\_

Please describe your child's typical eating patterns & preferences: \_\_\_\_\_

### **CHILD'S QUESTIONNAIRE:**

Has child ever attended a nursery school? \_\_\_\_\_ If so, for how long? \_\_\_\_\_

Have caregivers other than parent(s) or guardian(s) cared for child? \_\_\_\_\_

Will your child be in the care of someone else before or after school? If so, please elaborate. \_\_\_\_\_

Will your child attend another school in conjunction with Montecito? If so, please elaborate. \_\_\_\_\_

Who is the child living with? \_\_\_\_\_

What is the primary language spoken at home? \_\_\_\_\_

Does your child have any speech delays? \_\_\_\_\_



**Child's Name**\_\_\_\_\_

Please list the other members of your household including parents, grandparents, other children in the family, the children's ages and any extended family member(s) and roommates. Pets are family too!

\_\_\_\_\_  
\_\_\_\_\_

Have there been any events in your child's life that have affected him/her such as divorce, death, illness or a move?  
If so, please elaborate. \_\_\_\_\_

\_\_\_\_\_

How does your child get along with his/her sisters and brothers? \_\_\_\_\_

\_\_\_\_\_

How does your child get along with his/her peers? \_\_\_\_\_

\_\_\_\_\_

How does your child handle separation? \_\_\_\_\_

\_\_\_\_\_

Does your child need help with:      Dressing himself/herself? \_\_\_\_\_

Going to the bathroom? \_\_\_\_\_

Any special words or gestures used to describe going to the bathroom? \_\_\_\_\_

What do you find most effective in redirecting and disciplining your child? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How would you describe/evaluate your child's personality? \_\_\_\_\_

\_\_\_\_\_

Describe your child's strengths and weaknesses. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please share any special customs or traditions your family honors or celebrates.

\_\_\_\_\_

What do you hope your child will learn during their preschool year? \_\_\_\_\_

\_\_\_\_\_

Additional comments \_\_\_\_\_

\_\_\_\_\_

Thank you for completing this form. This questionnaire will be given to your child's teacher and also put in his/her office file. This information is only used by the teacher in order to better understand your child's needs and personality.

Please provide  
a photo  
from  
shoulders up

Room Code  
(Teacher to complete)

CHILD'S NAME: \_\_\_\_\_

CHILD'S ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_

**OUT OF STATE EMERGENCY CONTACT PERSON**

This number will only be used if the child is injured or  
has not been picked up within 4 hours.

NAME: \_\_\_\_\_

NUMBER: \_\_\_\_\_

Please return this card to your teacher.

**MONTECITO PRESCHOOL**  
**DISASTER INFORMATION CARD**  
(please print clearly)

\_\_\_\_\_  
(Father's name, Work phone, Cell phone)

\_\_\_\_\_  
(Mother's name, Work phone, Cell phone)

\_\_\_\_\_  
(Physician's name, Work address & Work phone)

ALLERGIES: \_\_\_\_\_

Under Emergency Conditions, the following local people may take my child from  
Montecito Preschool:

1.

(Name, phone and cell phone)

3.

(Name, phone and cell phone)

2.

(Name, phone and cell phone)

4.

(Name, phone and cell phone)

In the event of an emergency, Montecito Preschool has my permission to provide  
all dental or medical care prescribed by a duly licensed physician or dentist for

\_\_\_\_\_  
Child's name

This care may be given under whatever conditions are necessary to preserve life,  
limb or well being of my dependant.

\_\_\_\_\_  
Parent's Signature



## Allergy Action Plan/Anaphylactic Reaction Emergency Procedure Form

STUDENT NAME \_\_\_\_\_ DOB \_\_\_\_\_ CLASSROOM \_\_\_\_\_

ALLERGY TO \_\_\_\_\_

ASTHMATIC ☐ YES\* ☐ NO \*HIGHER RISK FOR SEVERE REACTION

### SIGNS OF AN ALLERGIC REACTION INCLUDE THE FOLLOWING SYMPTOMS:

#### PLEASE CHECK THE SYMPTOMS THAT MAY APPLY TO YOUR CHILD

MOUTH ☐ Itching ☐ Tingling ☐ Swelling of Lips, Tongue or Mouth  
SKIN ☐ Hives ☐ Itchy Rash ☐ Swelling of face or extremities  
STOMACH ☐ Nausea ☐ Abdominal Cramps ☐ Vomiting ☐ Diarrhea  
THROAT\* ☐ Tightening of Throat ☐ Hoarseness ☐ Hacking Cough  
LUNG\* ☐ Shortness of Breath ☐ Repetitive Coughing ☐ Wheezing  
HEART\* ☐ Weak or thready pulse ☐ Low blood pressure ☐ Fainting ☐ Pale skin ☐ Blueness  
OTHER\* \_\_\_\_\_

\* Potentially life-threatening.

The severity of symptoms can quickly change. All of the above symptoms can potentially progress to a life-threatening situation.

### PROCEDURE TO FOLLOW:

If child has been stung or has a severe allergic reaction, Staff will immediately administer:

Epinephrine: inject intramuscularly ☐ EpiPen® ☐ EpiPen® Jr ☐ Twinject® 0.3mg ☐

Twinject® 0.15mg

Antihistamine: give \_\_\_\_\_  
medication/dose/route

Other: give \_\_\_\_\_  
medication/dose/route

Asthma Inhaler: \_\_\_\_\_  
medication/dose/route

Give both the EpiPen® and the \_\_\_\_\_ medication simultaneously. ☐ Yes ☐ No

Give \_\_\_\_\_ medication and observe for \_\_\_\_\_ minutes. However, if anaphylactic symptoms (*above*) occur give the EpiPen®

**Important:** Asthma inhalers and/or antihistamines cannot be depended on to replace epinephrine in anaphylaxis.

### IF AN EPIPEN® HAS TO BE ADMINISTERED:

1. Call 911. Notify them that the child has been given epinephrine for a possible anaphylactic reaction.
2. Call Parents.
3. Get Emergency Card.
4. Keep child lying down with feet elevated. Keep warm. Ensure adequate airway. Child may become drowsy following medication.
5. **If breathing stops at any time during procedure, initiate rescue breathing immediately. If breathing and pulse stops, initiate CPR immediately.**
6. Stay with child until Parents or Paramedics arrive. If Parents are unavailable, a staff member will accompany child to hospital with a copy of the Emergency Card.

***Parent must provide all medication that will not expire during the current school year on or before the first day of attendance.***

Parent Name \_\_\_\_\_ Ph 1: \_\_\_\_\_ Ph 2: \_\_\_\_\_

Parent Name \_\_\_\_\_ Ph 1: \_\_\_\_\_ Ph 2: \_\_\_\_\_

Parent Signature (required) \_\_\_\_\_ Date: \_\_\_\_\_

Physician Name: \_\_\_\_\_ Ph: \_\_\_\_\_

Physician Signature (required) \_\_\_\_\_ Date: \_\_\_\_\_



## 2020-2021 ADMISSIONS AGREEMENT

### 1. Basic Services

This 2020-2021 Admissions Agreement ("Agreement") is by and between Montecito School, Incorporated, a California Corporation (the "School"), and the responsible adult(s), parent(s) or guardian(s) listed below (the "Parent(s)") for the enrollment of his/her/their child(ren) listed below (the "Enrollee(s)") at the School. This Agreement is for the specific "Term" as defined herein.

The School is a California Corporation licensed by the State of California ("Licensed School") that provides developmental learning programs to young and elementary school age children who may benefit from these programs, regardless of religious preference, race, nationality or creed. The School agrees to provide the services described herein to the Parent(s) and Enrollee(s) for the Term of this Agreement.

### 2. The Enrollee(s)

Name of Enrollee's Parent(s) or Guardian(s): \_\_\_\_\_  
(Please Print)

Child's/Enrollee's Full Name: \_\_\_\_\_  
(Please Print)

Additional Child's/Enrollee's Full Name: \_\_\_\_\_  
(If applicable) (Please Print)

### 3. Term: This Agreement shall commence on June 23, 2020 and terminate on June 11, 2021 ("Term").

### 4. Enrollment Requirements: To satisfy the School's enrollment requirements for the 2020-2021 school year and for Summer 2020, Parent(s) acknowledge(s) receipt of and agree(s) to submit a fully executed copy of the documents listed below, at the time of enrollment or as agreed upon at the time of enrollment.

- a) 2020-2021 Admissions Agreement;
- b) 2020-2021 Application for Enrollment and/or Summer Camps 2020 Application for Enrollment; and
- c) All applicable enrollment fees (pursuant to applicable List of Classes and Fees)

The "time of enrollment" is defined as the date on which the Parent(s) submit(s) to the School the items listed above.

### 5. Fees: All enrollment fees and deposits paid by the Parent(s) are non-refundable in the manner described in this Agreement and in the 2020-2021 and the Summer Camps 2020 List of Fees, attached hereto and made a part hereof. The enrollment fee(s) and/or deposit(s) is/are immediately non-refundable once paid by Parent(s), as these fees are assessed by the School to cover the cost of processing Parent's(s')/Child's enrollment. Parent(s) agree(s) to pay the non-refundable Application Fees and other Enrollment Fees at the time of enrollment, as described in this Agreement and in all documents attached hereto. These fees become non-refundable and Parent's(s')/Child's enrollment is complete once Parent(s) has/have signed this Agreement and returned a signed original to the School. If Parent(s) doesn't/don't return a signed original of this Agreement to School by the enrollment deadlines designated by School, School will fill the classroom space held for Enrollee/Child and will only refund fifty percent (50%) of Parent's(s') applicable enrollment fees.

Parent(s) acknowledge(s) receipt of and agree(s) to abide by the attached List of Classes and Fees and to pay all fees associated with, but not limited to, Application Fees, Monthly Tuition, Deposits, Enrichment, Late Pick-up, Returned and Late Payment charges and fees, Prepaid Hours Fees, Materials Fees, and

Educational Activities (collectively "Fees"). Parent(s) agree(s) to pay all assessed Fees accrued each month on time and as detailed in the attached List of Classes and Fees and in this Agreement. Parent(s) acknowledge(s) and agree(s) that statements are a courtesy, that the School is not required to send statements to Parent(s), and that Parent(s) is/are responsible to pay all Fees owed for services provided by School. However, Parent(s) understand(s) that he/she/they may request a statement from School at any time. Late payment service charges (\$35.00 for Tuition paid after the 5<sup>th</sup> and for any other late payments for Prepaid Hours owed past 28 days) will be assessed for all payments received after the fifth (5<sup>th</sup>) day of the month in which the payment is due, as described in the attached 2020/21 List of Classes and Fees. Beginning 28 days following the assessment of the initial late fee, an additional late fee will be assessed, and this additional late fee will be assessed every 28 days in which a balance remains outstanding and until the balance is paid in full. If a check is returned for insufficient funds, parent(s) will be charged a \$35.00 returned check fee.

Parent(s) agree to comply with all School policies and procedures, without limitation, as issued, adopted, modified or otherwise implemented, from time to time, in the School's sole business judgment. Parent(s) sole recourse in the event they object to such an action is under Section 7(c) below.

6. Monthly Tuition: Parent(s) shall pay each Monthly Tuition payment (or a one-time annual Tuition payment) for the 2020-2021 school year according to the attached List of Classes and Fees (Summer camp fees are paid at the time of enrollment). Except for the Application Fee(s), Materials Fee(s), and/or Deposit(s) paid at the time of enrollment for the school year, Monthly Tuition is due on the first day of each month during the Term of this Agreement. Parent(s) is/are responsible to pay a total of eleven (11) monthly tuition payments annually, in the form of a Deposit and 10 Monthly Tuition payments as described in the attached 2020/21 List of Classes and Fees (and Summer 2020 camp fees are paid according to Summer Camps 2020 List of Fees). Due to the prepaid Deposit or annual tuition payments made by Parent(s), no June 2021 additional Monthly Tuition shall be payable. If payment of Monthly Tuition is in arrears for more than 30 days, the Enrollee(s) will not be permitted to attend school until the account is brought current. If the account is not brought current immediately, then this Agreement will be terminated pursuant to Section 7(b) of this Agreement ("Termination For Cause"), and late payment service charge(s) will continue accruing on any unpaid balance, pursuant to Section 5 above. If School operations are suspended at any time due to a public health condition, situation, or order from an applicable local, State or Federal agency, no pro-rata tuition refunds will be due for the balance of any month within which operations are suspended. Nor will refunds be due for Deposits held by the School.

7. Termination

(a) Termination by School Without Cause. At any time during the Term of this Agreement, the School may terminate the Enrollee(s)'s enrollment and this Agreement without cause and for any lawful reason that the staff and administration of the School deems necessary, including, but not limited to, termination for developmental reasons, as qualified by and/or determined at the sole discretion of the School. Upon such early termination by the School, any remaining tuition amount due for the final month of attendance will be pro-rated by the School up through the termination date and refunded to Parent(s). In addition, upon such early termination by School, 100% of the June 2021 Monthly Tuition and the Materials Fee shall be refunded to the Parent(s), as well as 100% of any pre-paid Monthly Tuition paid in any form for future months of the school year following the termination date.

(b) Termination by School for Cause. At any time during the Term of this Agreement, the School may terminate this Agreement for cause, such as, but not limited to, upon default or breach of this Agreement by Parent(s). Such termination for cause shall not include termination for developmental reasons. Upon such early termination for cause by the School, no portion of the Deposit or Application Fee(s) paid at the time of enrollment shall be refunded or be applied to Tuition and/or any outstanding balance due. Upon such Termination for Cause by the School, any remaining or prepaid tuition amount due for the final month(s) of attendance will be pro-rated by the School up through the termination date and refunded to Parent(s), and the pro-rated Materials Fee shall be refunded to the Parent(s).

(c) Termination by Parent(s). Enrollment of the Enrollee(s) may be terminated at any time by Parent(s) upon 30 days written notice to the School. The remaining Tuition amount due will be pro-rated by the School up through the 30-day termination date and the pro-rated Materials Fee shall be refunded to Parent(s); however, the Parent(s) shall have no responsibility for the payment of Monthly Tuition for the remainder of the school term after the 30-day termination date set forth in the notice or for the remainder of

the Term of this Agreement. Upon such early termination by Parent(s), no portion of the Deposit or Application Fee(s) paid at the time of enrollment shall be refunded or be applied to Tuition or other Fees due and payable at that time (unless one of the exceptions listed in this section applies). In addition, Parent(s) must pay all outstanding Fees owed to the School pursuant to the attached List of Classes and Fees, or any unpaid balances owed to the School for services provided.

1. Upon such early termination by Parent(s), Parent(s) must pay the Tuition due up through the 30-day termination date.
  2. If Parent(s) give(s) 30 or more days written notice to the School by the end of February 2021, and the School can fill the space(s) left by the withdrawal(s) by the end of the 30-day termination date, the School will refund 50% of the June 2021 Tuition. If Parent(s) give(s) 30 or more days written notice to the School from March 1<sup>st</sup> 2021 through the end of the school year in June 2021, the School will refund 25% of the June 2021 Tuition. The Application Fee paid at the time of enrollment will remain non-refundable, but the pro-rated Materials Fee and any prepaid Tuition paid for months following the termination date (if applicable) will be refunded.
  3. If Parent(s) terminate(s) this Agreement in writing prior to the Enrollee's(s') first day of school, the first Monthly Tuition payment will be waived, including all subsequent Monthly Tuition payments, and will not become due, and 100% of the Materials Fee and the June 2021 Tuition and any pre-paid Monthly Tuition payments shall be refunded to the Parent(s). The Application Fee(s) paid at the time of enrollment will remain non-refundable.
8. Parent/Staff Relations: Parent(s) agree(s) to abide by all School policies and procedures related to daily pick-up and drop-off schedules and times, safety rules and regulations, and other campus and legal requirements necessary for the operation of the School, as adopted by the School in its sound business judgment. The School reserves the right to change its policies and procedures at its sole discretion, at any time. Parent(s) agree(s) to participate in periodic telephone and in-person conferences with the School's teachers and/or the School's Director to discuss issues and/or progress related to the Enrollee(s) at the School. No such conferences shall be required for the School's Drop-in Enrichment and/or Educational Activities; however, the School reserves the right to request a special conference with Parent(s) on an as-needed basis.

Parent(s) shall communicate to the School in writing or by phone with regard to any events concerning the Enrollee(s) that the School's staff should be aware of, such as a death in the family and/or changes at home. This communication is not solely limited to the aforementioned circumstances, but may include other important circumstances affecting Enrollee(s) life/lives.

9. Health Requirements: State health regulations prohibit sick children from attending school. Parent(s) agree(s) to abide by such regulations and help the School control communicable diseases by keeping the sick Enrollee(s) at home and contacting the School at once if the Enrollee(s) develop(s) a communicable disease. The Enrollee(s) will not be allowed to attend school if he/she/they has/have any of, but not limited to, the following symptoms and/or communicable diseases: Pink eye, head lice, strep throat, scarlet fever, chicken pox, fifth disease, scabies, roseola, impetigo, hand, foot and mouth disease, mumps, ringworm, pinworms, a rash of any kind, a fever within the past 24 hours, a persistent cough, green discharge from the nose (or if child is congested and has excessive nasal discharge), and/or vomiting within the past 24 hours. It is not necessary to call the School if the Enrollee(s) will only be absent for one (1) or two (2) sessions, unless Enrollee(s) has/have a communicable disease as described above.

State law requires parent(s) or guardian(s) to submit to School a completed health form ("Physician's Report") that documents immunizations and is signed by a physician for admittance to school (excluding the elementary age children). Parent(s) acknowledge(s) and agree(s) to abide by such state law(s), and understand(s) that all enrollees will be visually health-screened when they arrive at school.

Additional health requirements may be adopted or implemented based on new permanent or temporary orders issued by applicable State, County or local authorities. Parent(s) understand that his/her/their and Enrollee(s)' compliance with all such rules, as modified from time to time, are an explicit condition precedent to Enrollee(s)' ability to attend School.



Parent(s) represent and warrant that they will promptly inform School if Parent(s) or Enrollee(s) comes into contact with or is believed to come into contact with someone who has been diagnosed with or is believed to possibly have COVID-19. Parent(s) will also advise School in the same fashion, if Enrollee(s) or any immediate family members or persons with whom Enrollee(s) or immediate family have had close contact with, are diagnosed with COVID-19 or experience symptoms consistent with COVID-19.

In the event of any claim or cause of action is asserted by Parent(s) and/or Enrollee(s), including but not limited to, infectious disease-related claims by Parent(s) or Enrollee(s) against School, for example, related to COVID-19, such claims shall be strictly limited to the amounts available, if any, under the School's applicable policies of insurance in effect and covering the claim in question. Such limitation shall apply to restrict any such claim to funds actually paid pursuant to the applicable policy by the insurer.

10. Licensing Requirements: California has adopted laws to protect the interests of the enrollees of Licensed Schools. This legislation, as set forth in the State of California General Licensing Requirements (Section 101200), states:
- (b) "The Department has the authority to interview children or staff without prior consent.
    - (1) The licensee shall ensure that provisions are made for private interviews with any children or staff members.
  - (d) "The Department has the authority to observe the physical condition of the children, including conditions that could indicate abuse, neglect or inappropriate placement."

By signing this Agreement, the Parent(s) is/are granting his/her/their consent to the School as a Licensed School to comply with the requirements of the law set forth above.

11. Requirements for Attendance: In order for the Enrollee(s) to be allowed to attend school, Parent(s) agree(s) to comply with the following requirements for attendance, acknowledge(s) receipt of (if applicable), and agree(s) to read and/or submit (if applicable) documents listed below prior to the Enrollee's(s') first day of school:
- a) Personal Rights (for new parents only);
  - b) Child Care Center Notification of Parents' Rights (for new parents only);
  - c) Medical and Emergency Information Sheet (for new parents only then updated annually by parents);
  - d) Teacher Information Sheet (submit new sheet for each enrollee every year in August);
  - e) Physician's Report (for new parents only and for preschool age children only – submit to physician and return signed copy);
  - f) \*Immunization Records and/or Card for each Enrollee (for new parents only and for preschool age children only; updated upon request);
  - g) Disaster Information Card for each Enrollee (submit new card for each enrollee every year in August);
  - h) Disaster Information Booklet (updated Booklet provided by School every school year);
  - i) Parent Handbook (updated Handbook provided by School every school year).

*\*Parent(s) agree(s) that if he/she/they have special circumstances regarding inoculations of Enrollee(s), he/she/they will contact the School and will submit a Medical Exemption Form signed by the child('s/rens') doctor/pediatrician. No personal or religious exemptions are allowed by law since the passage and application of SB277.*

Parent(s) is/are not required to submit the completed and/or signed documents listed above to the School more than once for the same Enrollee during the same year, such as for the regular school year and for summer school/camp enrollment.

12. Assumption of Risk. Parent(s) and Enrollee(s) understand and assume the risks associated with attending a School and/or childcare center, during the pendency of a public health pandemic, such as the COVID-19 situation currently pending in the United States. School will take all practical steps, as recommended from time to time by applicable Federal, State and local health authorities, to protect employees, Parent(s) and Enrollee(s) from COVID-19 exposure.
13. Notices: All notices hereunder must be in writing and shall be deemed received upon delivery in person, upon confirmed receipt via facsimile or first-class mail, or deemed validly given if sent by certified mail, return

receipt requested. All notices shall be addressed as follows (or any other address that the Parent(s) or the School may have designated to the sender by like notice):

PARENT(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHOOL:

Montecito School  
1468 Grant Road  
Los Altos, CA 94024

14. Additional Terms and Conditions: The terms of this Agreement shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

The undersigned hereby agree(s) to the terms and conditions set forth in this Admissions Agreement. In addition, the undersigned hereby acknowledge(s) receipt of and agree(s) to sign and comply with the policies and procedures of Montecito School, Inc. as described in this Agreement and to sign and comply with the provisions contained in the documents described in and attached to this Agreement, during the Term of this Agreement. Montecito School, Inc. reserves the right to change its policies and procedures at its sole discretion.

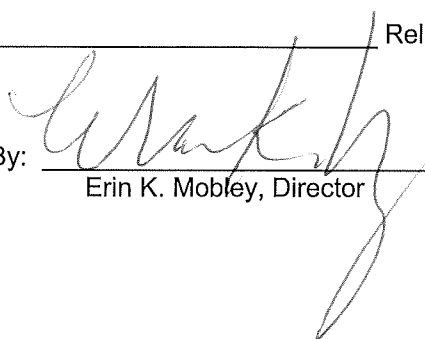
This Agreement is made on \_\_\_\_\_ (date)

**PARENT(S)** Signature \_\_\_\_\_ Relationship to Enrollee(s): \_\_\_\_\_

Signature \_\_\_\_\_ Relationship to Enrollee(s): \_\_\_\_\_

**MONTECITO SCHOOL, INC.**

By:

  
Erin K. Mobley, Director

Attachments:

2020-2021 List of Classes and Fees  
2020-2021 Application for Enrollment  
Summer Camps 2020 List of Fees  
Summer Camps 2020 Application for Enrollment