

**Bergamo Montessori School
8144 Pocket Road
Sacramento, CA 95831**

**Elementary Enrollment Agreement
2020-2021 School Year**

This agreement is entered into by and between Bergamo Montessori School (SCHOOL) and the parent or legal guardian (PARENT) whose signature appears below. The parties hereto agree to accept the following conditions and terms governing the child's enrollment at the school.

1. Parent agrees to enroll his or her child _____ for the period of _____ to _____.
2. The application fee for new students, the re-enrollment fee for returning students and the supply fee for all students are non-refundable. No refunds will be given for any prepaid tuition.
3. The tuition fee for your child is \$ _____. This is not a month to month contract. For your convenience, tuition has been divided into 10 equal payments of \$ _____. The payments will be made according to the following schedule:

Payment #1:	April 1, 2020
Payment #2	September 1, 2020
Payment #3	October 1, 2020
Payment #4	November 1, 2020
Payment #5	December 1, 2020
Payment #6	January 1, 2021
Payment#7	February 1, 2021
Payment #8	March 1, 2021
Payment #9	April 1, 2021
Payment #10	May 1, 2021

If the child does not attend school for a period of 30 consecutive days during the contracted enrollment period, the payment schedule listed above will be cancelled and the full annual tuition will be due immediately to the school.

4. Tuition payments are due and payable in advance of the first day of each month. Payments received after the 7th of the month may be subject to a \$50 late fee. A \$25 service charge will be assessed on all returned payments. A tuition payment that is delinquent may result in denying the child the opportunity to attend school.
5. Tuition payments will be made by ACH debit from a checking or savings account.
6. Your tuition guarantees a reservation for your child at school. There are no reductions for absences, illnesses, vacations, school closures or the holidays which are observed throughout the year.

Parent/Guardian Initials: _____ Date _____

7. Parents are responsible for the tuition in the period listed above unless this contract is terminated pursuant to the following provisions only:
 - A. Upon the mutual agreement of the parties;
 - B. By the school, immediately, upon giving written notice to the parent of termination if, in the school's sole discretion and judgement, any condition arises which interferes, or threatens to interfere, with the successful performance of the school's services or the accomplishment of the purposes of this Agreement.
8. The school is open from 7:00 AM until 6:00 PM weekdays, except holidays, conference days and in-service days. Parents who pick up their child after the school is closed will be charged a fee of \$25 for each 15-minute period after 6:00 PM.
9. Parents grant permission to release photographs/video/audio without further prior consent. The parent grants to the school and its respective affiliates, successors and assigns the right to publish, exhibit, display, copyright, use, license, sell, reproduce, alter, dispose of and/or in any way use still photographs, transparencies, motion picture, and/or television film, tape or audio (collectively "Multi Media") which contains my or my child's image, name, voice, and the material spoken by me or my child, and any sequence thereof, in whole or in part, for any public purpose whatsoever, including training, video publications, advertising, and trade. All of the above may be done without first submitting to me proofs for approval. The parent understands that the rights conferred by this agreement are irrevocable. Parents understand that any use of the Multi Media by the school or its affiliates is without any compensation to the parents and/or children. The parent waives his or her right, and child's right, of publicity in connection with said materials.
10. Parent acknowledges that Bergamo Montessori School is a California corporation that is a separate entity from Woodland Montessori Children's House Inc., Montessori Country Day at Riverlake Inc. and Bergamo Montessori at Serrano Inc.
11. Parents agree to release, indemnify, hold harmless and defend (including the payment of reasonable costs and attorney fees) Bergamo Montessori School from any suit, claim, action, liability, award, judgment, settlement, loss, damage, expense or injury arising from acts or omissions committed by the parent or child, or their employees, agents or representatives, including but not limited to, violations of any and all applicable criminal or civil, federal, state or local laws or regulations. Parents agree to promptly and diligently defend, at the parent's sole expense, any suit, claim or action brought against the school, arising out of or connected with the conduct of the parents or child at the school or school sponsored function during the term of the Agreement. If any award, judgment, settlement, loss, damage or expense is paid by the school, parents shall reimburse the school the full amount paid by the school. Bergamo Montessori School has no duty to defend parents from any suit, claim, action, liability, award, settlement, judgment, loss, damage, expense or injury arising from acts or omissions committed by the parents or child and/or their employees, agents or representatives. This Article shall survive the termination of this Agreement.

Parent/Guardian Initials: _____ **Date** _____

12. The school has the right to suspend or terminate the attendance of any student for reasons set forth in the Parent and Student Handbook (or other published documents), for reasons that the school administration considers detrimental to the school community, student or to other students of the school or for the parent's failure to pay all of or any part of the parent's financial obligations for student's attendance.
13. A positive and constructive relationship between the school and family member (parent/student/other person associated with student) is essential to the school's educational purpose and responsibilities to its students. If any family member engages in behavior, communications or interactions on or off campus, that is disruptive, intimidating, overly aggressive or reflects a loss of confidence in or disagreement with the school's policies, methods of instruction or discipline, or otherwise interferes with the school's safety procedures, responsibilities or accomplishment of its educational purpose or program, the school reserves the right to dismiss the family or family member from the community. The school may also place restrictions on a family member's involvement or activity at school for other reasons that the school deems appropriate. Any determination under this paragraph shall be in the school's sole discretion. There will be no refund of tuition where such dismissal occurs and any unpaid balance is payable in full according to the terms of this contract.
14. This Agreement shall be governed and construed by the laws of the State of California. The parents and school agree that should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected and the illegal, invalid and unenforceable part, term or provision shall be excluded from this Agreement.
15. This Agreement contains all the understandings and agreements between the parties concerning the 2020-2021 school year. Parents acknowledge that no person who is either an agent or employee of Bergamo Montessori School may orally or by conduct modify, delete, vary or contradict the terms and conditions set for herein. Any modification or waiver of this Agreement must be expressly made in writing and executed by the Executive Director of Bergamo Montessori School. This Agreement replaces any and all prior agreements between the parents and school related to the 2020-2021 school year.

I agree to the above terms and conditions.

Dated this ____ day of _____, _____.

Signature of Parent

For Bergamo Montessori School

Parent/Guardian Initials: _____ **Date** _____