



## SCHOOL ENROLLMENT CONTRACT

This contract (hereinafter referred to as “Contract”) is entered into

between

American Schools Abroad Inc., operating in Italy under the name "International School of Florence" (hereinafter referred to as "ASA" or the "School"), with its registered office at Via del Carota 23/25, Bagno a Ripoli, Florence, Tax Code 80028490482, represented by its legal representative pro-tempore

and

Parent/Legal Guardian 1

Parent /Legal Guardian 2

Parent(s), even individually, and Guardian(s), even individually, are hereafter referred to as "Parents"

### SCOPE OF CONTRACT

ASA is a private, non-profit school, accredited to issue the following diplomas/certifications:

- PYP (EY-Grade 5)
- Attestato di Quinta Elementare / Italian Program at the Junior School
- Diploma di Terza Media / Grades 6-8 Middle Years Programme
- IB Diploma / Grades 11-12 IBDP International Baccalaureate Diploma Programme

This Contract is valid solely for the academic year stated and does not entitle the Student's enrollment for subsequent years. The enrollment of the Child is subject to discretionary admission by ASA. The Parents shall be informed via email about the admission or non-admission. ASA has no obligation to provide the Parents with reasons in case of non-admission.

In case of admission, ASA shall supply the educational services to complete the relevant Grade and the Parents shall pay for the services.

Should the school be forced or entitled, due to events not attributable to its fault, to suspend or terminate its services or to change the teaching methods, there will be no reduction or refund of tuition fees.

Parents declare to have carefully evaluated and fully understood the School's functioning and to be fully satisfied with it.

### CONTRACTUAL DOCUMENTATION

The Parents declare that they have read, fully understood and agree to the following documentation which forms part of the Contract.

- 1) Admissions Policy
- 2) Current Tuition & Fees Terms and Payment Schedule
- 3) Parent - Student Handbook and related policies
- 4) Data Processing Consent
- 5) Student Learning Services
- 6) Student Medical Information
- 7) Upper School Exit Waiver (Grades 6-8)
- 8) Middle School Program Preference (Grades 6-7)

The contractual documentation may be delivered to Parents, although their official version is to be deemed the one that appears at the following link: <https://isfitaly.openapply.com/> and in the weekly Friday Flash sent to Parents via email. The contractual documentation may be amended, as needed, by ASA from time to time. Parents are entitled to terminate the Contract in case of substantial change of the contractual documentation.

In the event of conflict among this Contract and the above listed contractual documents, this Contract shall prevail. In the event of conflict among the above listed contractual documents, the document with lowest numeration shall prevail.



#### **PARENTAL LIABILITY FOR LATE PAYMENT OF TUITION FEES**

In the event of late payments (late payment being 30 days past due) and without prejudice to the right of the School to terminate the Contract, Parents agree to pay all costs of collection, including attorneys' fees, court costs and legal interest.

Once a Student is accepted and enrolled, ISA maintains a contractual relationship with the family. Should the family fail to complete timely payments, ISA reserves the right to suspend all services (art. 1460 *codice civile*). This may include withholding school records, such as diplomas, transcripts, report cards, letters of recommendation, etc.

#### **PARENTAL LIABILITY FOR COSTS INCURRED BY THE SCHOOL**

If, as a result of the School's relationship with the Student, the School's officers or personnel are required to testify, provide information for, or otherwise participate in a legal dispute to which the School is not a party, the School shall be entitled to recover from the Parents the School's reasonable attorneys' fees and costs incurred in such legal action and reasonable costs incurred by the School as a result of collection of documents, coverage of staffing, or associated costs.

#### **SCHOOL PROGRAMS AND STUDENT'S INDIVIDUALITY**

Parents acknowledge that their execution of this Contract is not contingent upon any particular program, curriculum, method of program delivery, employee or enrollment level, and understand that the School retains the right to change the School's programs, curriculum, method of program delivery or workforce at its discretion. Parents further understand that, while the School remains committed to the academic excellence and the personal growth of each of its students, students have varying skills, talents, and capabilities. By entering into this Contract, Parents understand that the School cannot guarantee the academic success or social readiness of any individual student and that the School does not guarantee that the Student will succeed in meeting the School's minimum performance standards. While the School provides limited student learning support services, the Parents also understand that the School is not responsible for learning and social diagnostic services and evaluation, and that by entering into this Contract, the Parents hold the School harmless for any such services that it does provide to the Student.

#### **STUDENT BEHAVIOR**

Parents acknowledge and agree that the Student is under the strict duty to abide by the principles contained in the contractual documentation.

#### **PARENTAL BEHAVIOR**

The Parents are under a strict duty (i) to abide by the principles contained in the contractual documentation, (ii) to respect the School's policies, procedures and reputation and (iii) to abstain from actions detrimental, prejudicial for or adverse to the School. The School believes that a positive and constructive working relationship between the School and Parents or other individuals interacting with the School and/or School community by virtue of their relationship with the Student (the "**Affiliated Individuals**") is essential to the fulfillment of the School's mission, educational purpose and responsibilities to its students. If the behavior, communications, or interactions on or off campus (including during school-sponsored events or via digital or electronic means including, but not limited to, listservs (mailing list), social media, or online forums) of Parents or Affiliated Individuals is disruptive, defamatory, intimidating, or overly aggressive, or reflects a loss of confidence or serious disagreement with the School's decisions, strategies, policies, methods of instruction, discipline, personnel, leadership or standards, or otherwise seriously interferes with the School's procedures, responsibilities, or accomplishment of its educational purpose or program, the School reserves the right to immediately terminate the Contract and to immediately dismiss the Student from School, the School property, a School event or take any other such action as determined in the School's sole and exclusive discretion. In addition, the School reserves the right to place restrictions on Parents or other family members' involvement or activity at school, on school property, or at school-related events if the parent or other family member engages in behavior or has a status (such as a criminal conviction) that would reasonably suggest that such restrictions may be appropriate for the community. There will be no refund of tuition where such termination of Contract occurs or other measures are taken and any unpaid balance is payable in full accordance to the terms of this Contract.

#### **RE-ENROLLMENT**

The Contract is entered into for one academic year. Re-enrollment for the subsequent years is subject each year to the School's approval. There is no obligation on ISA to provide the Parents with reasons in case of denial to re-enroll the Child. Reasons for denial of re-enrollment may include (i) overdue payments to ISA, (ii) wrongful interference with the School's organization and its education methods, (iii) unlawful actions towards the School, (iv) Parents' or Student's conduct to be considered as prejudicial for or adverse to the School.

The re-enrollment is an independent contract regulated by the terms and conditions set forth in this Contract, unless expressly amended in the re-enrollment form or otherwise directed by the School.



### **ABSENCE AND EARLY WITHDRAWAL**

The payment of tuition fees (“Annual Tuition”, “Entrance Fee” and others) compensates the services supplied by ASA. Absence, withdrawal or expulsion caused by the Student’s misbehavior during the academic year does not give right for refund. The expenses of the School do not diminish with the departure of the Student either prior to or during the course of the academic year; many School decisions are made with the individual Student in mind. Should a student withdraw or depart from the school, and the resulting vacancy cannot be immediately filled, the tuition and fees for the academic term will remain applicable. However, if the withdrawal is formally communicated by November 15, only one semester’s tuition and fees will be charged.

### **DIVORCE AND CUSTODY ARRANGEMENTS**

It is the responsibility of Parents to ensure that the School is informed and has accurate information regarding any issues related to custody of the Student, access to Student records, or other arrangements that may affect the interactions between the School, the Parents, the Student, and any other adults. Parents will be expected to provide a copy of any relevant court documents, orders, or settlement agreements to the School.

Parents are required to complete the application by providing both parental information and signatures. In instances of sole custody, the School must receive court orders or legal settlements authenticated by a public officer that substantiate the sole custody arrangement. In the event of a parent’s death, the surviving parent must submit a certified copy of the death certificate.

### **ACTIVITY PERMISSION, ASSUMPTION OF THE RISK AND RELEASE**

Parents authorize and give permission for the Student to attend and participate in all aspects of the educational experience and School activities, including on campus, for remote activities, off-campus activities, travel, transportation, day trips, sporting events, and other School-sponsored travel and/or activities (the "Activities"). Parents understand that the School will have adults participate in the Activities, who will attempt to exercise reasonable diligence to ensure the safety and well-being of the Student during their participation; however, Parents also understand that it is not possible for the School to supervise all aspects of the Activities at all times. Parents understand that there are inherent risks of illness, serious personal injury and loss, theft or damage of personal property involved in some Activities, and Parents voluntarily assume and accept any such risks arising from Student’s participation in the Activities. Parents release the School, its directors, employees and agents (the "Released Parties") from all claims, liability and damages that Parents or Students may have for illness, personal injuries or property damage, loss or theft resulting from Student’s participation in the Activities. Parents agree that this release includes illness, personal injury or loss, theft or damage of personal property caused by or resulting from negligence, active or passive, of the Released Parties; however the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release the School’s insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted. Parents agree to reimburse and indemnify the School and its agents for any costs and expenses incurred in providing for the Student’s return home as well as for other services related to the special or emergency needs of the Student. Parents represent that all medical problems which might affect Student’s participation in the Activities have been fully disclosed in the Student’s current medical authorization form. Parents also agree that the School has the right to substitute transportation and change off-campus activity itineraries as it deems appropriate.

### **COMMUNITY HEALTH AND SAFETY**

Parents understand that the safety and security of all students is the School’s highest priority. Parents understand and agree that the School reserves the right, in its sole and exclusive discretion, to implement any and all policies or procedures which it deems necessary to protect the health and safety of the School community. Examples of such policies or procedures may include, but are not necessarily limited to, modifying the method of delivery of its program, restricting or limiting access to campus, and/or requiring additional health screenings or immunizations. Parents specifically agree to comply with any and all such policies or procedures as the School may implement.

### **OWNERSHIP OF STUDENT’S INTELLECTUAL WORK**

The ownership of the intellectual material produced by the Student in the context of the School’s program vests on the School.

### **STUDENT DIGITAL PRIVACY**

From time to time, the School may hold classes remotely and/or may utilize various software applications and web-based services to deliver its program (the "Online Services"). In order to use the Online Services, students must be registered in these systems using personally identifying information — generally their name, School email address, and/or a student ID. During periods of distance-learning and when otherwise using the Online Services, School faculty, staff, administrators, and other employees or agents may communicate with students electronically through email, instant messaging services through the various Online Services, or through videoconference. By



signing this Contract, Parents consent to the Student's participation in distance-learning and provide permission for School personnel to communicate with themselves and the Student via electronic communications. Parents further authorize the School to provide consent for the Student's use of the Online Services on Parents' behalf and to provide the Student's basic information to the Online Services when required to do so.

#### **REPORTING DISCIPLINARY OFFENSES**

The School reserves the right to report any disciplinary issues that arise during the application process or after applications have been submitted, including those occurring after students have been accepted to other public or private schools, colleges, or universities. Specifically, the School reports infractions of School rules which lead to suspensions, and reserves the right to report other violations that the School, in its sole and exclusive discretion, believes warrants such reporting.

#### **MODIFICATIONS FOR ACTS BEYOND THE SCHOOL'S CONTROL**

Parents agree that in the event of any failure, delay or modification in the School's performance or method of program delivery under this Contract, resulting from causes beyond the School's reasonable control and occurring without its fault or negligence, including without limitation, acts of nature, fire, pandemic, government restrictions, wars, and insurrections, the Tuition obligations under this Contract shall continue and the School shall not be liable for any such failure or delay in its performance. Parents understand that School schedules may be extended for a period of time due to any delay so caused and/or classes may be conducted via distance-learning basis and/or weekend classes may be scheduled, at the School's discretion.

#### **TRUTHFULNESS OF INFORMATION**

Parents affirm that all the information provided to the School in the Student's application for admission, in this Contract, and throughout the application and enrollment processes is truthful, accurate, and complete in both content and representation, and that it is Parents' duty to update the School of any material changes to the information provided while the Student is enrolled at the School. Parents further understand and agree that if any such information is found to be false, misleading or inaccurate, the Student is subject to dismissal.

#### **STUDENT AGE OF CONSENT (18+)**

It is the policy of the School that the School be able to maintain communication with Parents regarding any and all matters relating to the Student, including but not limited to the Student's academic progress, disciplinary issues or behavioral concerns. In the event that the Student reaches the statutory age of consent (18+) during the course of the Academic Year and the Student refuses to permit the School to communicate with Parents regarding any and all matters relating to the Student, Parents and Student acknowledge and agree that the School may exercise its right to dismiss the Student for violation of this School policy. Parents agree and acknowledge that their payment obligations will remain, even if the Student is dismissed in accordance with this paragraph.

#### **EARLY TERMINATION RIGHTS OF THE SCHOOL**

The School reserves the right to terminate this Contract in the following cases:

- Subject to a 30 (thirty) days prior written notice, in case of delayed tuition fees payments;
- Violation of obligations set forth under the paragraphs "Student's behavior" and "Parents behavior";
- Misleading communications by Parents;
- Student's inability to be productive within the School community or as required by the education program;
- Breaking any policies, such as Drug use, behavior expectations etc.;
- Students' learning needs that require support beyond what the school is able to provide;
- Student's early termination or expulsion as indicated in the above listed contractual documentation.

#### **LANGUAGE OF THE CONTRACT**

Any and all English versions of the contractual and non-contractual documents are translated and made available in Italian as a matter of courtesy. In the event of conflict between the Italian version and the English version, the latter shall prevail.