# 2022-2023 Re-Enrollment Contract for

Student	Date of Birth	Contract / Deposit Due	
		February 1, 2022	

# Enrollment Amounts Tuition Tuition Deposit Tuition Balance

## **Tuition Payment Plans**

The School offers three tuition payment plans. You may enroll in automatic online payments after signing your contract.

### □ 1 Payment Plan

The remaining balance of full tuition balance (80%) is due by August 1st.

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50% of the full tuition is due by August 1st and the remaining 30% of the tuition is due by December 1st.

# □ 10 Payment Plan

The tuition balance will be due in ten equal monthly payments beginning on August 1, and continuing on the first (1st) of each of the following nine (9) months. Unless waived by the School, Parents selecting this payment plan acknowledge and agree that an additional 10% finance charge shall apply to all monthly payments (excluding the initial 20% payment deposit). The School, in its discretion, may waive finance charges for families who have sought and/or are receiving scholarships and who are making monthly payments under this plan.

Parents electing this payment plan should review the Truth in Lending Act disclosure found here.

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### **Tuition Refund Plan**

### The School strongly encourages all families to purchase the TRP.

The School offers a Tuition Refund Plan (the "TRP") through A.W.G. Dewars Tuition Refund Plan. The TRP protects Parents' Tuition investment by providing for the payment and/or reimbursement of Tuition in certain circumstances. Coverage extends to certain circumstances of withdrawal or dismissal, subject to TRP terms and conditions, including the requirement that the Student attend the School for the requisite number of days, all of which is more fully set forth in the TRP documentation. This summary is not a substitute for the specific plan terms and conditions, which are set forth in further detail in the TRP brochure, available <a href="here">here</a>. Additional information regarding the TRP is available at the School's Business Office. The TRP premium is not included in the Tuition. The cost of participation in the TRP is calculated at 0.7% of the Tuition and is included in the first billing statement of the Academic Year, which is due on August 1st. The TRP description is incorporated herein by this reference as though fully set forth in this agreement. Parents participating in the TRP agree to all of the terms in the TRP plan document.

When the TRP covers any portion of the Student's outstanding Tuition obligation, the Parents authorize the School to process and collect any claim payment to which Parents are entitled under the TRP and to credit it to the Student's account, paying any excess to Parents after satisfaction of the outstanding balance owed on the Student's account. In the event the TRP payment does not cover the outstanding balance owed on the Student's account, the Parents agree to pay the School the outstanding balance within 30 days of Parents' receipt of a final itemized bill.

Yes, I would like to participate in the TRP.		
TRP fees do not benefit CGPS and are remitted in full to A.W.G. Dewars. Once payment is remitted,		

CGPS cannot remove the TRP charge from your account.

No, I decline to participate in the TRP and understand that I am liable for all tuition costs as outlined in this contract if my child is withdrawn or dismissed from the School for any reason.

### **Enrollment Contract**

Agreement to Enter into an Enrollment Contract Using the Online Enrollment Process You are entering the online enrollment process for enrolling your child at Columbia Grammar & Preparatory School for the 2022-2023 Academic Year. As part of this process through this website, you are offered the opportunity to complete an electronic enrollment contract. The electronic enrollment contract is a binding legal agreement, and it confirms your commitment to comply with all of the terms and conditions as presented. These terms and conditions include your obligation to pay the tuition, fees, and other charges, as set forth in the electronic enrollment contract, and as may be incurred by your child throughout the Academic Year. As explained in the Enrollment Contract, your signature verifies that you are knowingly and voluntarily agreeing to all of the terms as set forth in this Enrollment Contract and will comply with same.

At any point prior to the submission of your Enrollment Contract, you may suspend the online process and exit the site. If you wish to suspend the process, the system will allow you to save your completed enrollment work which will allow you to revisit the site later, to complete and submit the contract. All items that have a checkbox must be completed before you will be able to submit the Enrollment Contract.

By electronically signing and clicking the "Submit signature" button, you acknowledge and agree that you are enrolling your child at Columbia Grammar & Preparatory School through the use of the online process and that you are submitting your completed, executed Enrollment Contract. By signing and submitting this Enrollment Contract, you are agreeing to be bound by all provisions contained herein and acknowledge that the submission serves as execution of the enrollment contract. To suspend the enrollment of your child through the online process, exit the site prior to submitting your electronic signature.

### **Enrollment Contract**

This Enrollment Contract is entered into by and between Columbia Grammar & Preparatory School ("CGPS" or the "School") and the Parent(s)/Guardian(s) (the "Parents") whose signatures appear below and who have authority to enter into this Enrollment Contract for the enrollment of the aforementioned Student (the "Student") to Grade 8, for the 2022-2023 Academic Year (the "Academic Year"). In consideration for enrollment of the Student by the School, Parents acknowledge and agree to comply with and be bound by the terms and conditions as outlined below:

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- 1. Enrollment Deposit: Parents agree to make a non-refundable, non-transferable payment in the amount of \$11,728.00, representing 20% of Tuition (as defined below), which shall secure the Student's enrollment for the Academic Year (the "Enrollment Deposit"). The Enrollment Deposit is non-refundable, meaning that Parents shall forfeit the Enrollment Deposit should Student be withdrawn for any reason from the School after execution of the Enrollment Contract. The Enrollment Deposit and this executed Enrollment Contract must be submitted on or before **February 1, 2022** (the "Enrollment Deadline"). If this Enrollment Contract and the Enrollment Deposit are not received by the School on or before the Enrollment Deadline, the School, in its sole and exclusive discretion, may accept the Enrollment Contract after the Enrollment Deadline, but is not obligated to do so.
- 2. Tuition and Other Fees, Costs, and Expenses: Parents are financially responsible for the payment of tuition (the "Tuition") and all other fees, expenses, incidental charges and costs (including but not limited to and by way of example, after school activities, athletic fees, or other fees associated with extracurricular activities) (the "Fees") as may be incurred during the course of the Academic Year and agree to pay the Tuition and Fees as applicable, and as may come due and owing as billed. The Tuition for the Academic Year is \$58,640.00. The enrollment of the Student is made for the full Academic Year and the School budgets based on the Student's enrollment and the financial obligations committed pursuant to this Enrollment Contract. Parents understand and agree that they are responsible for the payment of the full Tuition and Fees and agree to pay the full Tuition and Fees, in accordance with the payment option selected. No portion of the Tuition and Fees, including the non-refundable non-transferrable Enrollment Deposit, due under this Enrollment Contract may be applied to payment of another student's enrollment account. Under no circumstances will any portion of the Tuition and Fees be refunded, forgiven or reduced except as specifically established in this Enrollment Contract.
- 3. Withdrawal/Removal: Parents understand and agree that class size, space, and other factors limit the number of students the School may enroll for any academic year. When the School makes admission decisions, it relies on the acceptances already received to determine whether an applicant can or should be admitted. When a student withdraws from the School, it is difficult, if not impossible, to find a suitable replacement without altering the student environment which the School carefully constructs to be dynamic and engaging. It is especially difficult to find suitable replacements after the established Cancellation Date of May 31, 2022 (the "Cancellation Date"), as replacements will have accepted positions at other institutions and will be otherwise bound to the obligations of those institutions. Parents agree and accept the obligation to pay the full Tuition and Fees for the Student for the entire Academic Year, regardless of whether the Student is absent, withdrawn, dismissed or otherwise ceases to attend the School for all or a portion of the Academic Year, regardless of whether such decision is made by the School or by the Parents, and regardless of whether the School is able to admit another suitable student, unless Parents provide written notice of cancellation to the Director of Admission and Enrollment Management (by email with a read receipt or by certified mail with signed return receipt) on or before the Cancellation Date and the Director of Admission and Enrollment Management confirms receipt of such notice on or before the Cancellation Date. In the event the Student withdraws, is dismissed or otherwise ceased to attend after the Cancellation Date, Parents understand that they will be responsible for paying the balance of Tuition and Fees by any such deadline(s) as will be established by the School. The retention of sums paid and the requirement to pay sums outstanding, if any, shall be deemed liquidated damages, it being impractical to fix actual damages at the time of making this Enrollment Contract.
- 4. Admission/Re-Enrollment: Admission and/or re-enrollment for the Academic Year shall be conditioned upon Student's satisfactory completion of the previous academic year, the School's receipt of any legally required and/or school-mandated immunization documentation, and Parents' payment of any outstanding balances due to the School for the Student and/or any other students for which either or both Parents have financial responsibility. Additionally, for a new student, Parents shall provide the School with proof directly from the school formerly attended that the Student has successfully completed the previous academic year and was accepted in the grade corresponding to the one stipulated in this Enrollment Contract. If the report from the previous school recommends that the Student repeat the grade in which they are currently enrolled, the School, in the sole and exclusive discretion of its Head, may follow such recommendation, providing that the School has space in such grade. Successful completion of the academic year shall be determined at the sole discretion of the School and is dependent in part, but not exclusively, upon the Student's school progress, general citizenship and other factors that may impact and/or affect the School and/or the Student. Parents further understand that current and/or past enrollment in the School does not ensure future enrollment and that the School reserves the right, in the sole and exclusive discretion of the Head, to deny an offer of enrollment to any student. The School is not required to provide notification in advance of the denial of re-enrollment, and it is expressly agreed that, regardless of when the Parents are informed of the denial of re-enrollment, it shall neither be a breach of this Enrollment Contract nor a basis for re-enrollment.
- 5. Late or Non-Payment and Insufficient Funds: The Student will not be permitted to attend classes; take examinations; attend or participate in School or extracurricular School activities, including but not limited to athletics, School trips, School dances and other social functions, graduation, and/or visits by colleges and universities; have access to the portal; or be invited for re-enrollment if any installment for Tuition and Fees is past due. Nor will the School provide grades, transcripts, recommendations or other written or oral communications on behalf of the Student to any party, including but not limited to other private or public schools, colleges or universities or the Parents, except as required by law, if any installment for Tuition and Fees is past due. If Tuition and Fees or

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other outstanding debts are not paid on a timely basis a late payment fee of 1.5% (the "Late Payment Fee") of the amount due on any past due balances will be assessed and recorded on the Student's account on a monthly basis. The Late Payment Fee will be assessed on a monthly basis until the delinquent balance is paid in full. Should Parents make any payment which is declined or returned for insufficient funds, and should CGPS be assessed any fees related such declination or return, Parents will be responsible for payment of such fees.

- 6. Use of Student Likeness: Unless the Parents provide the School's Advancement Office with written notice otherwise, Parents give the School permission to use the Student's name, written extractions, voice/video recordings, and photographs taken of the Student, without restriction or compensation, in the School's publications and on the School's website or social media sites, including but not limited to for promotional uses. Permission is also hereby given for the School to use statements, articles, names, music, art, photographs, audio recordings, films and videos created by the Student or originating from School or from School-related activity. Parents also understand that the School reserves the right to grant use of these materials to any third parties in connection with their work with the School. Such authorization survives the term of this Enrollment Contract and serves as authority to use such material both during and after the Student is enrolled at the School.
- 7. Truthfulness of Information: Parents affirm that all the information provided to the School in the Student's application for admission, in this Enrollment 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.
- 8. Compliance with School Policies: By executing this Enrollment Contract, Parents agree that they and the Student will abide by CGPS' rules, regulations, policies, and codes of conduct and character, as may be adopted or amended from time to time, including but not limited to the School's immunization policy and any other health-related policies, its acceptable use policy and its student and parent handbook. Parents acknowledge that the School reserves the right, in its sole discretion, to dismiss or otherwise discipline any student who does not meet the behavioral and/or academic standards of the School, whose conduct at any time or place interferes with the School program or operations, or who otherwise brings discredit to the School. The administration, teachers and staff may take all action necessary to ensure the operation of the School in all matters as it may apply to the Student. The Parents agree that they and the Student will read carefully all written policy documents created by the School and agree to abide and support the requirements and guidelines outlined in any such publications. Parents can find links to select School policies via this site/the parent portal; however, the School reserves the right to change, alter, delete, amend, or add to these policies, from time to time, within its sole discretion.
- 9. Student Age of Majority: 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 majority 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 acknowledge and agree that they will meet their payment obligations, regardless of whether the Student is dismissed pursuant to this paragraph.
- 10. School Directories: The School's directories, and any other personal, private and/or non-public information about students and their families are all confidential and use is restricted for School purposes only. Any use of such information by Parents or the Student for reasons not related to School purposes may result in Student's immediate dismissal from the School. This includes, but is not limited to, use of such directories or other private information about students by Parents for the purpose of financial gain. Parents agree and are responsible for maintaining updated contact information, including valid email address(es). Contact information can be updated through the Advancement Office.
- 11. Parent Cooperation: A positive, collaborative and constructive 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 mission of the School. Thus, if the behavior, communication, or interaction on-campus, off-campus (including during School-sponsored events) or via digital or electronic means (including, but not limited to, listservs, social media or online forums) of Parents or Affiliated Individuals is disruptive, intimidating or overly aggressive; reflects a loss of confidence in or serious disagreement with the School, including but not limited to disagreement with its decisions, strategies, policies, procedures, responsibilities, delivery of its programs, strategic initiatives, personnel, leadership or standards; otherwise imperils accomplishment of its educational purpose or program; threatens the health, safety or well-being of another member of the school community; or is otherwise inconsistent with commitments shared by members of the community, Parents understand and agree that the School has the right to dismiss the Student from the 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, Parents understand and agree that the School property,

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- or at School-related events, if such Parents of Affiliated Individuals engage in behavior that the School determines, in its sole and exclusive discretion, to warrant such a restriction.
- 12. 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 such court documents, orders, or settlement agreements to the School.
- 13. 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, distance learning or remote activities, off-campus activities, travel, transportation, field 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 Trustees, employees and agents (the "Released Parties") from all claims, liability and damages that Parents or Student 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.
- 14. COVID-19 Assumption of Risk, Waiver and Release of Liability. COVID-19 is extremely contagious and is believed to spread by person-to-person contact; and, as a result, federal, state, and local health agencies recommend social distancing and various other measures to mitigate the risk of contracting the virus. The School has implemented reasonable preventative protocols, policies and procedures designed to reduce the spread of COVID-19. Students and Parents are expected to adhere to these protocols in order to reduce the risks of contracting or spreading the virus at the School. Despite the Safety Policies and other measures in place to mitigate the risk of transmission of COVID-19 on campus, there are inherent risks that students and/or their families may become infected with COVID-19 due to the student's presence on campus. These risks include, but are not limited to, the following: exposure to COVID-19, becoming infected with COVID-19, or becoming a symptomatic or asymptomatic carrier of the virus. It is possible that a student is already an asymptomatic carrier of the virus before and that the student may infect other students, employees, or other individuals at the School as a result of their presence on campus. Any person who receives a positive diagnosis of COVID-19, including a student or their family member, may encounter extended quarantine/self-isolation, additional tests, medical care, hospitalization, other potential complications, and the risk of death. By allowing the Student to come to campus for any reason, Parents understand, acknowledge and voluntarily assume these risks on behalf of themselves and the Student. Parents understand that the Student's presence on campus during the COVID-19 pandemic creates the risk that Parents and/or the Student could be exposed and or contract COVID-19. By signing this Enrollment Contract, Parents release the Released Parties from all claims, liability and damages that Parents or Student may have for personal injuries, illnesses, medical expenses, or other losses resulting from Student's presence on campus during the COVID-19 pandemic. Parents agree that this release includes personal injury, illness, medical expenses, or other losses caused by or resulting from negligence, active or passive, the School, its Trustees, employees and agents; however the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release any insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted.
- 15. Emergency Medical Authorization: In order to assist the School in attending to the health and safety the Student, Parents must provide the School with a full, complete and up-to-date description of any health condition(s) or medical restriction(s) that the Student may have. The School will make every reasonable attempt to contact the Parents or other designated emergency contact in the event of a medical emergency. By executing this Enrollment Contract, Parents authorize the School, its employees, agents and chaperones to: (a) accompany the student to a medical facility; (b) authorize treatment of the student by licensed medical personnel; (c) take any other actions reasonably necessary to treat the Student in the event of a medical emergency; and/or (d) to use and/or disclose pertinent health information as needed for the treatment of any injury or health condition that may arise at School or during School-related activities. Parents agree that any medical insurance that covers the Student will be the primary insurance coverage for any such treatment.

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- 16. Infectious and Communicable Diseases/Immunizations: Parents agree to comply with the School's infectious and communicable disease policy and to follow and comply with instructions and other directions established by the School. Parents understand that this includes, but is not necessarily limited to, compliance with the School's policies regarding immunizations, testing for communicable diseases, as well as providing the School with required health records and other such documentation. This includes not only immunizations required by state law but also any immunizations, which the School determines in its sole and exclusive discretion, are required for continued enrollment in the School. Parents specifically understand and agree that all students who are eligible are required to be fully vaccinated against COVID-19. Failure to follow and comply with instructions and other directions established by the School may serve as grounds for removal of the Student.
- 17. 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.
- 18. Representing the School: Parents understand and agree that neither the Parents nor the Student are authorized to speak on behalf of the School, represent the School or otherwise suggest that their statements, opinions or positions are those of the School, or encourage others to do so, without the express permission of the Head of School or other School personnel authorized to grant such permission. This includes, but is not limited to, making statements, disseminating photos and other representations, either publicly or privately, whether for a School-related or non-School related purpose or reason, by any and all means of communication, including but not limited to posting on internet blogs, social media, or providing statements to the press. Violations may result in the Student's dismissal from the School and or other consequences as deemed appropriate in the sole and exclusive discretion of the School.
- 19. Name, Logo and Likeness: Parents agree that they and the Student are not authorized to use or give permission to use the School's name or any likeness of the School's name, crest or logo for any School or non-School related purpose or reason without the express written permission of the Head of School or School personnel authorized to grant such permission. This applies in all situations including but not limited to cases of personal gain or benefit, when describing or publicizing an event, outing, club, sports team, group or other activity that the Parents or the Student may or may not organize, lead or participate in. The School reserves the right to take necessary and appropriate action in response to any unauthorized use.
- 20. Accommodations and/or Extra Services: The School reserves the right to establish the required curriculum and make decisions, in its sole and exclusive discretion, related to the implementation of teaching and testing plans, methods, and schedules. Further, the School likewise reserves the right, in its sole and exclusive discretion, to determine whether any learning and/or testing accommodation requests will be granted, including but not limited to requests for extended test-taking time or other alternate test taking procedures. Such decisions will be within the sole purview of the School and shall be made based on evaluation of necessary medical information, and assessing whether the accommodation constitutes an undue burden or fundamentally alters the educational program, consistent with applicable law.
- 21. Student Evaluation: At times the School may recommend or require that a Student be evaluated, including but not limited to psychoeducational and mental health evaluations, in order to best provide an appropriate education and support for the Student. Parents are expected to cooperate and work collaboratively with the School to arrange for the Student to receive any such evaluation. If the Parents fail to comply with the School's requests for an evaluation or additional services, it compromises the School's ability to provide an appropriate education and may interfere with the learning of other students in the class. Failure to comply with such requests may result in the removal of the Student.
- 22. Consent to Release: Parent and the Student understand and agree, as a condition of continued enrollment, to consent to the release by the School of any of the Student's health related information, psycho-educational testing, and other information relating to drug treatment, testing, counseling, medical and mental health records, to employees or agents of the School, as determined by the Head of School or his or her designee, to meet the medical or safety needs of the Student, the School community and/or the legal responsibilities of the School, The School will maintain appropriate administrative, technical, and physical safeguards to protect the security of all medical, health and counseling related information within its care or custody. While it is the obligation of the School to safeguard student medical information, the School must also balance matters of privacy and confidentiality with safeguarding the interests and well-being of its students and community. Thus, to serve the best interests of the Student and/or the School community, Parents and the Student consent to allow those employees and agents of the School who have a need to know medical and/or psychological information access to such information. In the event of a disclosure required by law, every effort will be made to notify the Parents and/or the Student in advance. Parents will also agree to grant permission for School representatives to communicate and exchange information with outside counselors or providers, if requested by the School.

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- 23. School Programs and Student's Individuality: Parents acknowledge that their execution of this Enrollment 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 Enrollment 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 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 Enrollment Contract, the Parents hold the School harmless for any such services that it does provide to the Student.
- 24. 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 often 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 e-mail, instant messaging services through the various Online Services, or through videoconference. By signing this Enrollment 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. A list of current applications and cloud services being used at the School can be found on the School's website. The School's privacy policy may be found here.
- 25. Reporting Disciplinary Offenses: The School reserves the right to report to other schools (public and private), colleges and universities discipline that occurred in prior to the application process, during the application process and after applications are submitted, including but not limited to after students are accepted to other schools (public and private), colleges and 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.
- 26. 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 Enrollment 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, U.S. government restrictions, wars, and insurrections, the Tuition obligations under this Enrollment 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.
- 27. Cost of Participation in Court or Other Legal Proceedings: If the Parents fail to make any payment under this Enrollment Contract when due, and the School undertakes collection efforts to collect the payment (including but not limited to efforts in-house, with the assistance of third parties, or through legal action), the Parents agree to pay all expenses incurred by the School, including collection costs and/or the School's attorneys' fees and any other related costs. In all other legal actions arising under this Enrollment Contract between the School and the Parents, the non-prevailing party shall pay the reasonable attorneys' fees and other costs and expenses of the prevailing party in such amount as they may be determined. In addition, such non-prevailing party shall be responsible for any reasonable attorneys' fees incurred by the prevailing party in enforcing, or on appeal from, a judgment in favor of the prevailing party. Notwithstanding anything in this Enrollment Contract to the contrary, the provisions of the preceding sentence are intended to be severable from the balance of this Enrollment Contract, shall survive any judgment rendered in connection with the aforesaid legal action, and shall not be merged into any such judgment. If, as a result of the School's relationship with the Student, the Parents or Affiliated Individuals, the School or any member of its faculty or staff is 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 attorneys' fees and costs incurred in such legal action and costs incurred by the School as a result of the collection of documents, coverage of faculty, staff or others absent from classrooms, and/or other School responsibilities and associated costs. The School at its discretion may require the Parents to make an upfront payment to the School for the estimated legal fees and costs, which may be adjusted as necessary at the end of such proceedings.
- 28. Miscellaneous: This Enrollment Contract represents the full and complete agreement between the School and the Parent regarding the Student's enrollment at the School during the Academic Year. This Enrollment Contract supersedes all prior negotiations, agreements, terms, conditions, statements, or representations, whether written or oral, concerning the subject matter of this Enrollment Contract. This Enrollment Contract may not be altered, amended, modified or otherwise changed except in writing, signed by the Head of School and the Parent. Invalidity or unenforceability of one or more provisions of this Enrollment

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### COLUMBIA GRAMMAR & PREPARATORY SCHOOL

Contract shall not affect any other provision of this Enrollment Contract and the remainder of this Enrollment Contract shall remain in full force and effect. Failure of either Party to enforce any provision of this Enrollment Contract does not prevent the Party from enforcing any other provision of this Enrollment Contract. This Enrollment Contract is subject to the laws of the State of New York. The Parent consents that the courts located in the State of New York have the sole and exclusive jurisdiction in any action arising out of or relating to this Enrollment Contract.

Signatures In order to reserve a place for the Student, a completed electronic Enrollment Contract, including the ELECTRONIC SIGNATURE, and the NON-REFUNDABLE Enrollment Fee, if applicable, MUST BE RECEIVED by the School NO LATER THAN midnight.

By signing this Enrollment Contract, each Parent/Guardian agrees to be jointly and severally responsible for all payments due. Each Parent/Guardian should sign this Enrollment Contract by completing the signature fields below. Both Parents/Guardians must sign the Enrollment Contract unless the parents provide to the School legal documentation stating otherwise. The submission of the Enrollment Contract with the signature of a single Parent/Guardian will constitute the representation of that Parent/Guardian that s/he has the necessary authority and consent to sign on behalf of the other Parent/Guardian. In the event only one Parent/Guardian has legal custody and that Parent/Guardian accepts full financial responsibility, then that Parent/Guardian is the sole financially responsible party.

The undersigned Parents are responsible for the payment of Tuition and Fees and other applicable terms and conditions contained herein regardless of whether the Parents have the necessary authority, consent or permission to enroll the Student in the School. By signing below, Parents are knowingly and voluntarily entering into this legal contract and agreeing to the Enrollment Contract's terms. Please save a copy of this Enrollment Contract for your records.

The electronic signature below and its related fields are treated by the School like a physical handwritten signature on a paper form. Parents agree to enter this Enrollment Contract by electronic means and that the electronic signatures are intended to be the same as if there was a physical handwritten signature. Parents understand that if they have any problems electronically signing this document, they should contact the School. Failure to sign the Enrollment Contract by the Enrollment Deadline may compromise the Student's enrollment.

By typing my name on this electronic record, I am agreeing to the terms and conditions as contained herein, and I intend it to serve as my electronic signature. I agree and authorize CGPS to rely on my electronic signature and understand and acknowledge that it has a legally binding effect.

Electronic	c Signature

CONTRACT: PAGE 8 OF 8 PRINTED: