



ENROLLMENT CONTRACT FOR THE ACADEMIC YEAR 2022-2023

NAME OF STUDENT:

NAME(S) OF PARENT(S)/GUARDIAN(S): (all persons signing this contract in parental capacity are hereafter referred to as "Parent(s)"): .

THE GATEWAY SCHOOL OF NEW YORK (both the Lower School and Middle School programs will be referred to as "Gateway" or the "School") is pleased to offer this Enrollment Contract ("Contract") for the above-named student ("Student") for the 2022-2023 academic year for a Deposit and Tuition Balance ("Tuition") of . The place offered by the School will be kept available until **February 15, 2022**

Parent(s) of the above-named student jointly and severally agree to enroll Student in the School for the 2022-2023 academic year based on the terms conditions stated herein.

TUITION

The total Tuition due under this Contract is .

Such amount includes a non-refundable, non-transferable and non-assignable Deposit in the amount of and the sum of for the remaining Tuition Balance for the 2022-2023 school year. Such Tuition Balance is due and owing by the Parent(s) as of June 1, 2022 without refund, adjustment, transfer or assignability. After June 1, 2022, no portion of the Tuition Balance and Deposit paid or outstanding will be refunded or cancelled, in the event of delay of entrance, absence, withdrawal, or dismissal from the School of Student.

Tuition is due according to the payment option selected by Parent(s).

A. **Deposit:** together with a signed Contract is due on or before **February 15, 2022** to reserve a place for Student. The School reserves the right to withdraw the offer of enrollment if a signed copy of the Contract and Deposit are not received by the due date.

B. Payment Options (choose one):

- Full payment of Tuition of to The Gateway School of New York to accompany this signed Enrollment Contract.
- One payment option for Tuition Balance due of by April 1, 2022. Parent(s) electing this payment plan may do so through FACTS Management Co.
- Two payment option for 1/2 Tuition Balance due of by April 1, 2022 and payment in full of by October 1, 2022. Parent(s) electing this payment plan may do so through FACTS Management Co.
- Eight payment option, requiring 8 payments of Tuition Balance due of \$7,837.50 starting on April 1, 2022 and recurring on the first of each month through November 1, 2022. Parent(s) electing this monthly payment plan may do so through FACTS Management Co.

Election of the two payment or eight payment option does not relieve the Parent(s) of responsibility for full payment of Tuition.

For a new student enrolled after August 1, 2022, all payments due before September 1, 2022 must be made prior to the commencement of classes. For a student enrolled after October 1, 2022 a prorated Tuition may be considered, at the sole discretion of the Board of Trustees.

TERMS AND CONDITIONS

Incidental Expenses: Tuition, as set forth above, does not include incidental expenses such as additional books, dues, supplies, transportation, athletic fees, lunch program and class trips. The cost of copying, postage, delivery, travel, and substitutes for professional staff subpoenaed to testify on Parent(s) behalf in judicial or administrative proceedings related to a review will be added to Student's account. These and other charges fixed by the School shall be the Parent(s) financial obligation and said charges shall be paid in full within thirty (30) days of billing.

Gateway will provide information requested by the public school system or Parent(s) attorney but will not do so unless Parent(s) have complied with their obligations pursuant to this Contract.

Late Fees: A late fee of 1.5% will be charged monthly to any outstanding balance.

Outstanding Balance: This Contract will be accepted for a returning student only if the Tuition Balance for the current school year is paid in full. If there balance due for the current school year, any payment will be automatically applied first towards the outstanding balance. The School reserves the right to deny attendance, prohibit participation in activities or athletics, or to withhold diplomas, Report Cards, or transcripts if there is an outstanding balance.

Cancellation: If any circumstances require Student's withdrawal, the entire Deposit will be forfeited. If Parent(s) notify the School in writing before June 2022, the Tuition Balance for the 2022-2023 school year, not the Deposit, will be waived. Inasmuch as enrollment is made for the entire school year and budgeted accordingly, Parent(s) are obligated to pay the Tuition Balance and Deposit for the full year regardless of the circumstances of withdrawal of Student at any time on or after June 1, 2022.

Notwithstanding the above, the Contract may be cancelled after June 1, 2022 and prior to September 1, 2022, if the student is placed by Parent(s) in a p school class recommended by the New York City Department of Education (DOE) in accordance with an Individualized Education Program. Notice of su placement and cancellation must be provided by certified mail to the Head of School, prior to September 1, 2022, together with a copy of the Final Notice Recommendation from the DOE and evidence of enrollment in the recommended placement. Reimbursement pursuant to this paragraph will not be ma until proof of attendance through September 30, 2022 is provided. The Deposit will remain non-refundable, non-transferable and non-assignable.

Right to Enrollment: The undersigned agrees there is no right to an Enrollment Contract for any school year beyond the year covered by this Contract.

Termination, Suspension, Modification: The Gateway School of New York may terminate this Contract, suspend Student, or modify Student's participat in the School's program if the Head of School, at their sole discretion, determines at any time that:

1. Student is unable to participate in and benefit from group instruction and comply with the School's standards for behavior and Code of Conduct.
2. The enrollment of Student at Gateway is contrary to the best interests of the School or the general welfare of the School community.
3. Parent(s) or other individual(s) closely associated with Student fail to cooperate with the School or fail to abide by the rules and regulations of the School as set forth in the Parent and Student Handbook.
4. Parent's or Parents' continued involvement with the School is not in the best interest of Student or the School.

The Head of School's determination may be based on the actions of Student or of anyone associated with Student including, but not limited to, Parent(s) where necessary in the best interest of the School or the Gateway community in general.

No such action will release Parent(s) from their financial obligations under this Contract.

Immunizations, Medical Clearance, Infectious and Communicable Diseases: Parent(s) agree to comply with the following prior to Student's placement a School:

1. Submit a current physical examination with proof of updated immunizations as required by law or proof of medical exemption acceptable to the New York City Department of Health.
2. Comply with New York State and New York City law and directives regarding student vaccination.
3. Comply with School's policies regarding student vaccination and possible exemptions, as well as infectious and communicable diseases and any required testing.
4. Provide proof of vaccination for age-eligible Student against Covid-19 on or before August 19, 2022 and ensure Student remains fully vaccinated.
5. Provide current information regarding allergies, medications and Student's other health needs.
6. Provide Authorization for Gateway to contact Student's physician in the event of an emergency.

Failure to comply with the requirements set forth above in the Immunizations, Medical Clearance, Infectious and Communicable Diseases section, will n release Parent(s) from their financial obligations under this Contract. In addition, Gateway reserves the right to modify, amend and add to the list of vaccinations, including but not limited to the list of required vaccinations, including during the term of the school year.

If upon review of Student's medical information, Gateway deems special arrangements are necessary to protect the wellbeing of Student, Parent(s) will cooperate in the development and implementation of an individualized health management plan in consultation with Student's physician. The School d not represent that the school facility is free of environmental or food allergens, including peanuts or other foods that may present a risk to Student and d not represent that a licensed nurse will be present at all in-school and out of school activities. If medical conditions require arrangements or modificatio that cannot be made with resources available to the School, Gateway reserves the right to accommodate Student with a modified schedule.

Accommodations required by the School will neither release nor modify Parent(s)'s financial obligations under this Contract.

Student Activities and Trips: Parent(s) hereby give permission for Student to take part in any and all authorized activities of the School whether on or of School's property. This includes sports, gym, and trips away from School. Permission covers transportation in connection with the above. As requested Parent(s) will return additional permission, release or medical forms. Parent(s) release the School from any liability for any accident that occurs in connection with school activities other than as a result of the gross negligence by the School. Parent(s) will indemnify the School from any loss or liabilit incurred as a result of any damages or injuries caused by Student.

School Program and Technology: The School is responsible for the design of its program and reserves the right to adjust its curriculum and modify its overall programming from year to year. Gateway is not responsible for services and supports, including adaptive equipment and technology, which are r part of its program. At the Discretion of the Borad of Trustees and the Head of the School, in the event of a public health emergency warranting closure, Gateway may offer remote/hybrid instruction.

Photographs and Images: Parent(s) hereby give Gateway permission to distribute, transmit, publish, copy or otherwise use, either in whole or in part, in print, digitally or in any other medium now known or later discovered, any images of Student and or family members involved with the School's program or functions for the School's educational, advertising, promotional or other communication purposes.

Student Work: Student shall own all rights to his/her/their work including any literary, musical, dramatic, choreographic, pictorial, graphic, sculptural, audiovisual or sound recordings (collectively "Works") created by Student while enrolled at Gateway. Parent(s) grant to Gateway, on behalf of Student, a limited, perpetual, royalty-free license to use, reproduce and display the Works solely for non-commercial uses whether archival, educational, advertising, promotional and irrespective of the media employed.

Force Majeure: The obligations of the School under this Contract may be suspended immediately without notice during periods that the School must close because of *force majeure* events including, but not limited to, fire, acts of God, war, governmental action, epidemic, pandemic, or any other event beyond School's control. If such an event occurs, the School's duties and obligations under this Contract may be suspended or postponed until such time as the School, in its sole discretion, may safely reopen. A *force majeure* event will not entitle Parent(s) to a tuition refund.

ACCEPTANCE OF CONTRACT

Parent(s) of Student are jointly and severally liable for the Tuition. By signing this Contract, Parent(s) confirm they have read this Contract, understand, accept and agree to be bound by all of its terms and conditions, which cannot be changed except with the express written consent of both parties. The terms and conditions of this Contract constitute the full and complete Contract between the parties. No other verbal or written agreements shall vary or alter a provision unless both parties consent in writing. Any prior oral or written agreements between the parties or actions or course of dealing between the parties in regard to this Agreement are merged into this Contract and extinguished. This Contract shall not become effective until the School also signs and returns a copy to the undersigned.

This Agreement will be interpreted in accordance with the laws of the State of New York.

Electronic Signature

To reserve a place for the Student, Parent(s) must check the box below to express their decision to enter into this Contract by electronic means and the non-refundable, non-transferable and non-assignable Deposit must be received by the School no later than the date stated above.

I am signing and submitting this Enrollment Contract electronically to enroll the Student for the 2022-2023 school year at The Gateway School of New York. I understand my e-signature will be treated like a written signature on a paper contract. My e-signature constitutes a representation that I am a Parent or Guardian of the Student and that I have the necessary authority to enter into this Enrollment Contract.

E-Signature of Parent or Guardian (1):

Date:

E-Signature of Parent or Guardian (2):

Date:

ACCEPTED AND AGREED:

The Gateway School of New York

Laurie Gruhn, Head of School

Date

The Gateway School of New York | 211 West 61st Street, New York, NY 10023

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