



Winston Preparatory School

*education for the individual*

*ENROLLMENT AGREEMENT*

*2014-2015 ACADEMIC YEAR*

*Connecticut Campus*

The Winston Preparatory School ("Winston"), a nonprofit education corporation located at 126 West 17<sup>th</sup> Street, New York, N. Y. 10011 ("NY School") and 57 West Rocks Road, Norwalk, Connecticut 06851 ("CT School"), hereby offers to enroll Dixon Joslin ("Student") in Grade 9 in it's CT School for the academic year commencing September 2014 and ending June 2015 ("Academic Year"), pursuant to this enrollment agreement dated as of July 10, 2014, between Winston and you ("Agreement"), in accordance with the following terms and conditions:

A. Tuition:

1. You agree to pay tuition for the Academic Year in the aggregate principal amount of \$56,850 ("Tuition"), payable as follows:
  - (a) A non-refundable deposit in the amount of \$5,000 ("Deposit"), no later than July 25, 2014;
  - (b) Half the remaining outstanding Tuition in the amount of \$25,925, no later than August 8, 2014, and
  - (c) The remaining outstanding Tuition in the amount of \$25,925, no later than October 1, 2014.
2. **You understand and agree that your obligation to pay Tuition hereunder is an obligation to pay a debt, and that you are, and shall remain, solely and unconditionally obligated to pay Tuition in full in accordance with this Agreement.**
3. You further agree that you shall not be released from your obligation to pay Tuition in full hereunder, regardless of your:
  - (a) Obtaining financial assistance, in whole or part, including, without limitation, grants, financial assistance, Tuition reimbursements, loans, or any combination thereof ("Financial Assistance");
  - (b) Financial hardship, or adverse change of circumstances, or
  - (c) Payment of Tuition in segments, installments, periodically or under any other part or extended payment arrangement.

4. You understand that if you do not pay any part of the Tuition when due, you shall be in payment "default", and in material breach of this Agreement, and Winston shall have no further obligations hereunder, including, without limitation, its obligation to educate Student.
5. Upon the occurrence and continuance of a Tuition payment default, you agree to also be responsible for the following additional charges until payment is received ("Additional Charges"):
  - (a) Late charges in the amount of 1.5% per month with respect to the unpaid amount, commencing thirty (30) days after payment default;
  - (b) Costs of collection, to the extent permitted by law, including, without limitation, attorney and court fees, costs and expenses, and
  - (c) Charges levied for incomplete payment transactions, if any, including, without limitation, returned, unpaid checks.

B. Financial Assistance: In the event you seek Financial Assistance, you agree to promptly and diligently take all necessary steps to secure such assistance, including, without limitation, the following:

1. Cooperate and comply with federal, state, local and public school district due process and other requirements, including, without limitation, timely visit the public school placement offered by Student's school district, respond to proposals, timely communicate, ensure that Student is available for evaluations and observations, and attend and participate in IEP, CSE and other meetings and conferences at such times and places as shall be requested.
2. Compensate and cooperate fully with legal counsel engaged to independently represent you and Student.
3. Promptly provide Winston, Student's school district and potential source(s) of Financial Assistance with requested financial information, including, without limitation, income tax returns, Form W-2 Wage and Income Statements, social security and public assistance information.
4. Execute and deliver all such other documents, take such further action and provide such additional information, as shall be necessary or desirable to obtain such Financial Assistance, and
5. Ensure that Financial Assistance you receive in respect of Tuition and other charges owed to Winston is paid directly or transferred to Winston no more than two (2) business days after receipt.

C. Good Standing and Prior Charges:

1. Winston requires that all open accounts (e.g. tuition, fees and other charges) with respect to Student's enrollment at Winston in prior academic years ("Prior Charges") be paid before the start of classes for the current Academic Year.
2. You hereby agree to pay such outstanding Prior Charges, if any, as an additional financial obligation under the terms of this Agreement.

D. Application of Payments/Withholding Records:

1. You agree that all funds paid by you hereunder, including those in respect of Prior Charges, may be applied in inverse order, to the oldest outstanding invoices first.
2. You further agree that Winston has the right to withhold (under seal) Student's grades, report cards, official records, transcripts, diplomas, and certificates of graduation and academic awards, pending receipt of all payments due hereunder, including, without limitation, Prior Charges.

E. Cancellation, Withdrawal and Termination:

1. Except as specifically provided in this Agreement, you shall not have the right to withdraw Student from enrollment and shall not be entitled to Tuition offset, reduction, credit, release or waiver in any amount for any reason, including, without limitation, absence, dismissal, school closure due to inclement weather, pandemic flu outbreak, disciplinary, academic, or personal reasons. Further, you shall not be released from any of your other obligations under this Agreement, including your obligation to pay Prior Charges and Additional Charges.
2. Limited Parent Withdrawal Right: Time is of the Essence. On or before September 15, 2014, you may withdraw Student from enrollment and be fully released from your obligation to pay Tuition hereunder without penalty, only if you: (a) accept a school placement offered by Student's school district at a New York State or State of Connecticut public or State "approved" special education school, and (b) execute and deliver a written notice of such acceptance to Winston's Head of School no later than September 15, 2014. If you do not deliver such notice, as required, Section A (1) of this Agreement shall be automatically amended without further action, to provide that Tuition in full is due and payable on September 15, 2014.

3. Winston Enrollment Termination: Winston shall have the unilateral right to terminate Student's enrollment in its sole and absolute discretion for any reason upon notifying you in writing or email.

- (a) In such event, Winston shall prorate Tuition and refund paid Tuition attributable to the remainder of the Academic Year that Student will no longer be enrolled.
- (b) Winston may, however, deny you a Tuition refund if you failed to comply with your obligations under Section B of this Agreement, if applicable.

F. Off - Site Education Programs, Experiences and Activities:

1. Solely with respect to a Student who is enrolling in Winston's Transition Program, you acknowledge and agree as follows:
  - (a) The Winston Transitions Program integrates Student participation in work - study programs, activities and experiences ("Programs") located beyond the environs of Winston's campus;
  - (b) Student may travel to such Programs without a Winston escort by walking or taking public transportation, and at other times, Student may be transported in cars and vans operated by Winston employees who are licensed drivers;
  - (c) Your individual consent for each Program and travel option will not be sought or obtained;
  - (d) You release Winston from the obligation to notify you of these Programs and hereby grant permission for Student to participate in and travel without Winston escort to each of these Programs.
2. With respect to all other students, Winston will be sending forms requesting your Consent for Off Site programs and other activities at a later date.

G. Covenants and Compliance:

1. You agree, on your behalf and on behalf of Student, to comply with Winston policies and procedures, as set forth in its Parent-Student Handbooks and issued by its Executive Director and Heads of School, each as amended from time to time, including, without limitation, Winston's Policies regarding Discrimination, Harassment and Bullying and its Code of Conduct.
2. You agree to attend all meetings, conferences and impartial hearings where your presence is requested or required, to execute all documents and provide all such information, as Winston shall reasonably request.

3. You acknowledge that you have received copies of Winston brochures and other informational materials, that you have had an opportunity to attend Winston presentations and to ask such questions as you have deemed relevant to your enrollment decision on behalf of Student.
4. You understand that enrollment under this Agreement is solely for the Academic Year and does not guarantee Student a placement for subsequent academic years.

H. Miscellaneous:

1. This Agreement embodies the entire agreement between us, supersedes all prior agreements and understandings, oral or written, and may only be amended by an instrument signed by you and a duly authorized officer of Winston.
2. No action, inaction, delay or course of dealing on the part of Winston shall in any way affect, be deemed to affect, or constitute a waiver or modification of any provision of this Agreement, or any of Winston's rights hereunder or Winston's ability to exercise such rights at any time, now or in the future.
3. In the event one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any application thereof, shall not in any way be affected or impaired thereby.
4. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning thereof.
5. This Agreement may be executed in two or more counterparts, each of which when so executed and delivered, shall be an original, but all of which together shall constitute one and the same instrument.
6. This Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to the choice of law principles of such state or any other jurisdiction.

If you are in agreement with the foregoing, please sign two (2) copies of the Agreement, keep one signed copy and send your Deposit with the other signed Agreement to the attention of Mr. Daniel Degnan, Chief Financial Officer, The Winston Preparatory School, 126 West 17th Street, New York, NY 10011, no later than July 25, 2014. Your signature certifies that you have full legal and financial responsibility for Student and due authority to sign this Agreement, that you accept Student's placement and that you fully understand and agree to all of the above stated terms and conditions.

Upon Winston's receipt of your signed Agreement, this Agreement shall be a binding agreement between us, effective as of the date written above.

Sincerely,

THE WINSTON PREPARATORY SCHOOL

By: 

Name: Scott Bezsylo

Title: Executive Director

ACCEPTED AND AGREED:

Signature (1): \_\_\_\_\_

Print Name (1): \_\_\_\_\_

Date:

Signature (2): \_\_\_\_\_

Print Name (2): \_\_\_\_\_

Date:

Student Name: Dixon Joslin