

BARNARD

BARNARD COLLEGE • COLUMBIA UNIVERSITY

Office of the Bursar
Barnard College
3009 Broadway
New York, NY 10027-6598
www.barnard.edu/bursar
ph: 212.854.2026
fx: 212.854.3888
bursar@barnard.edu

October 23, 2009

Dear Parent/Guardian:

Following this instruction sheet are two copies of Barnard's tuition stabilization contract for your consideration.

With tuition stabilization, Barnard College offers you the opportunity to freeze tuition at the current rate for up to four years by prepaying tuition at the current rate. Please note that all other fees are subject to increase. Execution of this agreement prevents the receipt of any financial aid administered by the College.

If you wish to avail yourself of tuition stabilization beginning with the spring 2010 semester at the 2009-2010 tuition rate, please sign and return both copies of the contract to my attention with your entire tuition payment for the plan by December 1, 2009. One contract will be returned to you with the College's endorsement.

If you have further questions, please don't hesitate to contact the Office of the Bursar at (212) 854-2026.

Yours truly,

Denis Riker
Associate Controller – Bursar

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BARNARD COLLEGE MULTIPLE YEAR TUITION PREPAYMENT PLAN CONTRACT

AGREEMENT made as of October 23, 2009 between Barnard College ("College") and _____ (the "Participant"), residing at _____, concerning the tuition of _____ ("Student"), Social Security Number _____, a 1st 2nd 3rd year student at Barnard College.

W I T N E S S E T H:

WHEREAS, the Participant and Student wish to stabilize tuition expenses for full-time study at the College, and

WHEREAS, the College is willing to accept payments for students who are enrolled full-time, who have remaining, prior to graduation, not less than four (4) nor more than eight (8) semesters for which tuition is unpaid, commencing with the academic year 2009-2010 ("Qualifying Semesters"), and who are paying full tuition;

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, the College and the Participant hereby agree as follows:

1. **THE PLAN:** The College will accept payment in full of the Student's tuition for the remaining Qualifying Semesters until graduation at the College's tuition rate for the academic year 2009-2010.

2. **THE STUDENT** has [Check one] 4 5 6 7 8 Qualifying Semesters remaining in the College, commencing with the spring semester of the academic year 2009-2010.

3. **THE COLLEGE'S TUITION RATE** for the academic year 2009-2010 is \$18,526 per semester ("Current Tuition Rate"). The Prepayment amount must be paid in full on or before December 1, 2009 ("Prepayment Date"). It is understood, and Participant hereby expressly acknowledges, that the Student is not receiving and will not receive financial aid administered by the College for the Qualifying Semesters.

4. **PAYMENT:** On or before the Prepayment Date stated above, the Participant will pay to the College an amount equal to the Current Tuition Rate multiplied by the number of Qualifying Semesters as stated above. This amount, \$_____, is the "Total Prepaid Tuition."

The College will accept timely payment of the Total Prepaid Tuition as payment in full of the Student's tuition for the Qualifying Semesters.

Participant's prepayment covers only the basic tuition charges as set by the College from time to time. All other College fees and charges including, but not limited to, room and board, health insurance, and excess credits as determined by the College, will be payable separately in accordance with College policies as set from time to time.

5. **SPECIAL PROGRAMS:** If the Student participates in a special program (except for joint-degree and other special programs, discussed below) sponsored by the College which requires off-campus study and for which the College accepts credit toward the degree, the prepaid tuition for the semester(s) involved will be applied against the tuition charged for the special program. Any prepaid tuition in excess of such actual tuition charges will be refunded to the Participant, within sixty (60) days after registration in and payment to the special program, and underpayment of such actual tuition charges will be due from the Participant prior to the Student's registration in the program.

The College may, from time to time, participate in various joint-degree and other special programs with other institutions. This prepaid tuition agreement may not be used for such joint-degree or other special programs without the prior written approval of the College.

6. **WITHDRAWAL, SUSPENSION, EXPULSION, OR CHANGE OF STATUS:** If the Student withdraws permanently or is suspended or expelled from the College, the prepaid tuition for the semester during which such action occurs will be applied and refunded in accordance with the College's policies concerning tuition refunds as then in effect. Prepaid tuition for all future Qualifying Semesters will be refunded the Participant, within sixty (60) days after the Student's withdrawal, suspension, or expulsion becomes final.

If the Student is enrolled part-time in any Qualifying Semester, the amount of tuition for that semester will not be prorated based on the prepaid tuition amount. In such instances, the tuition for that semester will be calculated using the part-time per-credit tuition charges in effect during that semester, and that amount will be charged against the prepaid tuition amount, provided however, that the amount charged for the part-time study will not exceed the prepaid tuition amount for that semester.

7. **LEAVE OF ABSENCE:** A leave of absence taken during the period of the prepayment coverage may not exceed an aggregate of one (1) year or two (2) semesters. If the leave of absence becomes effective between the end of one semester and the beginning of another, up to one (1) year's unused prepayment may be applied to the tuition expense for the next year's scheduled enrollment. If the leave of absence is effective during a semester after which there is a tuition charge (whether or not prorated depending upon the schedule of proration in effect for that semester) it will be considered that one (1) Qualifying Semester's eligibility will have been used to pay for the amount of tuition due at the time the leave becomes effective. Should the tuition be prorated, any excess credit will be refunded to the Participant within sixty (60) days of commencement of the approved leave. Students taking a leave of absence in excess of two (2) semesters will be considered to have withdrawn from the College, and refunds will be made as indicated for withdrawals.

8. **FUNDS AND REFUNDS:** The total Prepaid Tuition shall belong to the College exclusively from and after its receipt thereof, without obligation to account to the Participant for any payment or income earned thereon. Participant's rights are limited to the right to receive refunds as provided in this Agreement, without interest. The College shall have the right to offset any refund due the Participant against any amount then owing the College by the Student, including without limitation, any other tuition or non-tuition fees and charges incurred by the Student.

9. **GENERAL.** If any part of the Agreement is held to be invalid under any law, all other parts of this Agreement shall not be affected. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, whose courts shall have exclusive jurisdiction over matters arising from this Agreement.

All understandings and agreements heretofore or simultaneously had between the parties are merged into this Agreement and are contained herein, and this Agreement fully and completely expresses the agreement between the parties with respect to the subject matter hereof.

This Agreement may not be changed, modified or terminated orally, but only by an instrument in writing, signed by the party against whom any such change, modification or termination is to be enforced.

The rights and privileges of the College hereunder shall inure to the benefit of its successors and assigns, and the duties and obligations of the Participant shall bind the heirs, personal representative, successors and assigns of Participant. The benefits of this Agreement are not assignable to any student other than the "Student" named herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

PARTICIPANT

Payer Signature

Date

Student signature

Date

BARNARD COLLEGE

By: _____
Eileen M. DiBenedetto
Asst. Vice President for Finance-Controller,
signature

Date

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PARTICIPANT

Payer Signature

Date

Student signature

Date

BARNARD COLLEGE

By: _____
Eileen M. DiBenedetto
Asst. Vice President for Finance-Controller,
signature

Date