

**EAST RUTHERFORD SCHOOL DISTRICT
PRESCHOOL PART-TIME TUITION AGREEMENT
NON-RESIDENT
2022-2023**

The Board of Education of East Rutherford, with an address of 100 Uhland Street, East Rutherford, New Jersey 07073 (hereinafter referred to as the "Board").

and

_____ , the Parent or Guardian of _____ with
an address of _____ , (hereinafter
collectively referred to as "Parent or Guardian").

1. The above-named Parent or Guardian is the natural parent or legal guardian of minor child, _____ (hereinafter referred to as the "student").
2. The Parent or Guardian wishes the student to be enrolled at the East Rutherford School District, operated by the Board. In accordance with this wish, the Parent or Guardian herein agrees to make available to the Superintendent all pertinent records of the student (including, but not limited to: academic, disciplinary, and health records), prior to the student being accepted so that the student may be appropriately evaluated and a decision on admittance can be made by the Superintendent. Upon admittance, the Parent or Guardian herein agrees to make available to the Board all the above referenced pertinent records of the student so that the student may be appropriately placed and educated within the East Rutherford School District.
3. The Board hereby agrees to enroll the named student above in the East Rutherford School District Part-time Preschool Program for the period of September 2022 through June 2023 subject to the following conditions:

(a) Tuition Calculation

I. Tuition: Tuition includes general education services.

The Parent or Guardian of part-time non-resident students shall remit to the Board tuition at the rate of \$3,000.00 per school year. This tuition shall be prorated based on 183 school calendar days and as determined by the Board, to reflect any time period for which the student is not enrolled or shall withdraw during the course of the 2022-2023 school year.

- (b) In order to secure the student's enrollment in the Preschool Program, this Agreement along with a deposit totaling \$200.00 shall be remitted at the time of registration. Failure to do so will not secure a placement in the program. The remaining balance of \$2,800.00 will be due in ten monthly installments, of \$280.00 per month. Monthly payments are due the 15th of each month. The first monthly payment shall be made no later than August 15th, 2022 and the last payment shall be made no later than

May 15th, 2023. Payments may be made at the Board of Education Office. Failure to meet these deadlines is grounds for the Board to immediately terminate this Agreement. Should a payment conflict arise, the parent must submit a written explanation to the Superintendent and Board of Education asking the payment conflict be considered.

- (c) Should the student withdraw from the program, the Principal must be provided a 30-day written notification prior to the intention, once the student's vacant spot is filled the refund will be pro-rated using the daily rate and returned to the Parent or Guardian of the student.

Student will not be permitted to start the program unless the required down payment is received at the time of registration and the first monthly payment is received by August 15th, 2022 or the full payment (less \$200.00 deposit) is received by August 15th, 2022 for those wishing to pay in full.

- 4. The Board may terminate or revise this Agreement at any time based on Board decision. If this Agreement is terminated, tuition owed shall be prorated to the effective date of termination.
- 5. In signing this Agreement, the Parent or Guardian affirms that the student is not entitled to a free education in the East Rutherford School District under any terms set forth in N.J.S.A. 18 A: 38-1. The Parent or Guardian further affirms his or her understanding that nonpayment of tuition will result in an immediate filing by the Board of a petition with the Commissioner of Education, seeking an Order directing immediate expulsion of the student and payment of the tuition owed (as well as all attorneys' fees and costs associated with the petition). The Board will file the Order, obtain a judgment against the Parent or Guardian, and commence collection proceedings (directing the Sheriff to levy upon the Parent or Guardian's wages, personal property and bank account(s) until the judgment is satisfied).
- 6. The Parent or Guardian understands and agrees that because of the current COVID-19 pandemic, and the associated Executive Orders enacted by the Governor of the State of New Jersey and the recommendations made by the federal government and its respective agencies, that programming and instruction for the student for the 2022-2023 school year may be conducted, either partly or entirely, remotely/virtually using computer technology and/or remote learning devices. The Parent or Guardian further understands and agrees that it is not a basis to terminate this Agreement if the student's programming and instruction for the 2022-2023 school year is conducted, either partly or entirely, remotely/virtually using computer technology and/or remote learning devices.
- 7. The parties to this Agreement hereby verify, affirm and represent that they have each had the opportunity to review and discuss the terms and conditions of this Agreement with their respective legal counsel, and that they understand its contents and are entering into the Agreement voluntarily and with a full understanding of its meaning.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Parent or Guardian

Date: _____, 2022

By: _____

Superintendent

Date: _____, 2022

By: _____

School Business Administrator

Date: _____, 2022

By: _____

(Agreement must be signed and submitted along with a \$200.00 deposit made payable to the ERBOE at the time of registration for those making monthly payments. For those paying in full, remittance must be made no later than August 15, 2022).