

**EAST RUTHERFORD SCHOOL DISTRICT  
PRESCHOOL PART-TIME TUITION AGREEMENT  
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 (hereinafter collectively referred to as "Parent or Guardian").

with an address of \_\_\_\_\_, East Rutherford, NJ 07073 and

an email address of \_\_\_\_\_ agrees to the following terms;

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 resident students shall remit to the Board tuition at the rate of \$2,300.00 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.

**In order to secure the student's enrollment in the Preschool Program, this Agreement along with a check totaling \$230.00 for first payment shall be remitted at the time of registration.** Failure to do so will not secure a placement in the program. If you chose to pay in full thereafter, the remaining balance of \$2,070.00 will be due by August 15<sup>th</sup>, 2022. If you chose to make payments thereafter, the remaining balance of \$2,070.00 will be due in monthly installments of \$230.00 due no later than the 15<sup>th</sup> of each month.

The second 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 are preferred to be mailed to the East Rutherford 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 7-days prior to the said payment due date of the 15th.

Should the student need to withdraw from the program, a 30-day written notification must be submitted to the Principal 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. If the vacant spot is not filled there will be no refund due to the Parent or Guardian.

**A student will not be permitted to start the program unless the required fee of \$230.00 is received at the time of registration with this agreement.**

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: \_\_\_\_\_

Student's Name: \_\_\_\_\_

Superintendent

Date: \_\_\_\_\_, 2022                      By: \_\_\_\_\_

School Business Administrator

Date: \_\_\_\_\_, 2022                      By: \_\_\_\_\_

**REMINDERS;**

- ~ Agreement must be signed and submitted along with \$230.00 payment made payable to the E.R.B.O.E at the time of registration.
- ~ Remittance must be made no later than the 15<sup>th</sup> of each month.
- ~ Monthly payments mailed to: E.R.B.O.E Office  
100 Uhland Street  
E. Rutherford, NJ 07073
- ~ Please include student's name on the check.