

NON-RESIDENT TUITION AGREEMENT

WHEREAS, the Readington Township Board of Education (hereinafter referred to as the "Board") operates a kindergarten through eighth grade school district for students who are domiciled in the Township of Readington or are otherwise eligible for a free public school education in accordance with N.J.S.A. 18A:38-1; and

WHEREAS, consistent with the provisions of Article IV.E. of the Collective Negotiations Agreement between the Board and Readington Township Education Association, the Board and the Superintendent of Schools may accept students of tenured teaching staff members who are not domiciled in the Township of Readington, but are interested in enrolling in the Readington Township School District ("District") where there exists space in the grade or classes to which they would be assigned and where the District is able to meet their educational needs; and

WHEREAS, _____ and _____ the parents of _____ (hereinafter referred to as the "Parents" and the "Student", respectively) seek to enroll the Student in the District; and

WHEREAS, the Board is willing to allow the Student to attend school in the District, contingent upon: (a) the Parents' payment of the tuition set forth in this Agreement, and (b) the Student's compliance with all of the rules and regulations of the school in which the Student is enrolled, the Board, the State Board of Education, and the laws of the State of New Jersey.

IT IS, THEREFORE, agreed by the parties that the following paragraphs shall constitute the terms and conditions of this Tuition Agreement.

1. **Enrollment.** The Board hereby agrees to enroll the Student as a non-resident student for the 2015-2016 school year, which shall allow the Student to attend classes associated with the Student's level and participate in all activities of the school.

2. **Tuition.** The Parents, hereby agree to pay the Board the sum of \$3,500.00 annually to be paid at the rate of \$ 350.00 per month as tuition for the privilege of allowing their child to attend classes in the District during the 2015-2016 school year. This monthly amount may be increased during the school year if the Student is determined to require accommodations,

special education, and/or related services that result in additional District expenditures. The expenses for any such accommodations, special education, and/or related services shall be the sole responsibility of the Parents. Where such costs are assessed after the Student's enrollment, the monthly tuition amount shall be adjusted for the remainder of the school year.

3. **Payment.** The Parents shall pay the monthly tuition amount no later than the first day of each month, which shall be paid by check or money order. Failure to make a timely payment pursuant thereto shall result in the immediate exclusion of the Student from the District. Payment may also be made through payroll deduction with tuition divided evenly throughout the year; requests for payroll deduction must be made in writing to the Board Office no later than June 30, 2015.

4. **Continued Enrollment.** The Student's enrollment in the District is contingent upon the Student maintaining the good standards of citizenship and discipline. The Student hereby agrees and the Parents hereby agree to ensure that the Student complies with the rules and regulations of the school in which the Student is enrolled, the Board, the State Board of Education, and the laws of the State of New Jersey. Failure to comply with the foregoing laws, rules, and regulations shall result in the imposition of disciplinary action, which may include the exclusion of the Student from the District.

5. **No Right to Enrollment.** The parties hereto recognize that as non-residents, they do not have the right to enroll the Student in the District. To that end, this shall confirm that enrollment is a privilege which may be revoked by the Board at any time.

6. **No Transportation.** The parties hereto recognize that the District has no obligation to provide transportation to the Student, nor will it incur any expense incidental to such transportation.

7. **Failure to Pay.** If the Parents do not pay the tuition contained in Paragraph 2 when it is due, the Student shall be excluded from the District. If excluded for nonpayment of tuition, the Parents must also pay all costs, including reasonable attorney fees, related to the collection of any monies owed to the Board.

8. **No Automatic Renewal.** Nothing contained in this Agreement shall be construed to obligate the Board to renew this Tuition Agreement in any subsequent school year.

9. **No Reliance.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. Each party acknowledges that they are not relying upon any oral statements, representations, promises or expectations which are not expressly and explicitly set forth in this Agreement, which alone fully and completely expresses all agreements between the Parties.

10. **Full Understanding.** The Parties acknowledge that they are entering into this Agreement of their own accord and without any undue influence, coercion or pressure of any kind; that all the provisions of this Agreement, as well as all questions pertinent thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions, and understand them clearly; that the provisions embodied in this Agreement are in all respects acceptable to them and that they, therefore, accept these provisions in full and final satisfaction of all claims and demands which have been raised or which could have been raised in any litigation related to the Student.

11. **Modifications and/or Waivers.** A modification or waiver of any of the provisions of this Agreement shall be effective and enforceable only if made in writing and executed with the same formality as this Agreement. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature or of a continuation of an existing default.

12. **Governing Law.** This Agreement shall be subject to the laws of the State of New Jersey, without regard to its choice of law principles.

13. **Section Headings.** Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, which, taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the year and date set forth below.

WITNESS:

READINGTON TOWNSHIP BOARD OF
EDUCATION

STEFFI-JO DECASAS
Business Administrator/Board
Secretary

BY: _____
CHERYL FILLER
Board President

DATED: _____

DATED: _____

WITNESS:

Mother of _____

DATED: _____

DATED: _____

WITNESS:

Father of _____

DATED: _____

DATED: _____