

## TUITION CONTRACT AGREEMENT

THIS AGREEMENT made this **(date)** between the Margate City Board of Education hereinafter referred to as (“the Board”) and **(insert names)parent(s)** of **(Student Name(s))** minors hereinafter referred to as (“the Parents”), altogether referred to as the Parties;

WHEREAS, the Board has resolved to who accept into its in-district education program non-resident tuition paying students will attend the Margate City School District (“the School District”) during the**(Insert School Year)** school year, pursuant to certain terms and conditions as described below;

WHEREAS, the Board in accepting tuition paying students is acting pursuant to a grant of authority set forth in N.J.S.A. 18A:38-3 which permits the Board accept tuition paying students upon such terms as the Board may prescribe;

WHEREAS, the Parents being non-residents of the school district are desirous of having their child attend the Margate City School District (“the School District”); and

WHEREAS, the Parents understand and agree to abide by all the terms and conditions set forth hereunder.

NOW THEREFORE, the Parties agree as follows:

1. The Board in consideration of the payment by Parents of the sum of **\$7,000 per child** in tuition, agrees to accept **(student name)** in the grade of **(Grade Number)** for the **(School Year)** school year as a tuition paying student provided that all of the covenants and conditions as set forth herein are complied with by the Parents and the child.
2. The Parents agree and understand that application for admission as a tuition paying student, review of the application, acceptance of the application and attendance of their child in the School District is subject to the following terms and conditions:
  - a. The Parents have made an application in writing on a form provided by the Board.
  - b. The Parents understand that acceptance of their child as a tuition paying student may be withdrawn if they or anyone on their behalf has made fraudulent statements in support of the application to attend school in the School District or any school district that sends students to the School District.
  - c. Class size will be considered in accepting any non-resident students, grades K-4. The School District will attempt to maintain a maximum class size of 18 students.

d. Prior to acceptance into the program, the School District, through its professionals, shall review the child's complete student records, including the child's general education, special education, 504 plans, attendance, and discipline records. The Parents shall provide written consent for the School District to obtain all of the child's student records. The child shall not be accepted without the School District determining that it currently offers an in-district education program that can meet the child's needs. ADDING: This tuition contract cost covers services provided in the grade level classroom. Students in need of additional services outside of the grade level classroom will be assessed an additional fee as follows:

Speech & Language Services-\$45.00 per session scheduled.  
Occupational Therapy-\$60.00 per 30 minute session scheduled.  
Physical Therapy-\$60.00 per 30 minute session scheduled.  
School Based Counseling-\$45.00 per 30 minute session scheduled.

The above services are school based services only and are available through the decision of a school based team.

If during the course of the school year the School District determines that the child's needs cannot be met by the in-district education program currently offered by the School District, the child's enrollment in the School District will terminate. In this circumstance, the Parents will either immediately enroll the child in the public school district that the child is entitled to attend pursuant to N.J.S.A. 18A:38-1 and N.J.A.C. 6A:22-3.1 and 3.2 or arrange at the Parent's expense an alternate education for the child which may be homeschooling or enrollment in a private school.

e. The child must have demonstrated successful academic performance in the previous school the child attended in order for the child's application for tuition student status to be considered. "Successful academic performance" will be measured relative to targeted grade level standards as determined by the School District. If the child is accepted as a tuition paying student, the child shall continue to demonstrate successful academic performance during his or her attendance in the School District. Failure to do so may result in the termination of the child's enrollment and/or denial of application to be readmitted as a tuition paying student in a subsequent school year.

f. In order for the child's application for tuition student status to be considered, the child must not have a disciplinary record that is deemed unacceptable to the School District. If the child is accepted as a tuition paying student, the child shall not violate the School District's discipline code. Violation of the School District's discipline code may result in termination of the child's attendance and/or denial of application to be readmitted as a tuition paying student in a subsequent school year.

g. The Parents shall be responsible for payment of the costs of home instruction due to either: (i) the need for confinement at the child's residence or other treatment setting as a result of a temporary or chronic health condition; or (i) a short or long term disciplinary suspension of the child's attendance at school. This cost shall be in addition to the Parent's payment of the tuition amount stated in paragraph 1 above.

h. It is understood that parents of tuition students are responsible for transportation to and from school as well as before and after school activities.

3. The term of this contract shall not under any circumstances extend beyond the current school year.

4. This contract may be terminated by either party giving the other 30 days written notice.

5. In the event of a dispute arising between the parties to this contract, the Board shall make the final determination and resolution of the dispute, which shall be binding on the Parents and child.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of this (date).

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Board Secretary  
Margate Board of Education

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President  
Margate Board of Education

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Parent/Guardian

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Parent/Guardian