**South River Public Schools**
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# STUDENT ELIGIBILITY AND ENROLLMENT

**Summary**
As authorized by the laws of the State of New Jersey, N.J.S.A. 18A:38, the regulations of the New Jersey Department of Education, N.J.A.C. 6A:22 and Board Policy 5111, the South River School Board of Education will review and verify the eligibility of every student applying for enrollment into the South River School District.

The South River Board of Education will also periodically and where circumstances warrant require and review information validating the eligibility of current students. This process may be undertaken with regard to any student at any time as authorized by N.J.A.C. 6A:4-3.

Eligibility for enrollment will be determined under the rules established and proofs required by law. Students whose eligibility is not established consistent with law are subject to denied enrollment or removal, and to the charging of tuition for all periods of ineligible attendance.

**Definitions**
In making residency and eligibility determinations, the following definitions, set forth in New Jersey law, shall apply:

1. Domicile: the location at which the person permanently lives, and returns to sleep every night, and is proven by documentation such as deeds, mortgages, leases, utility bills, voter registration, and other official documentation.
2. Residence: a parent/guardian or student can have more than one residence, in cases of divorce, investment properties, or multiple leases. Eligibility for enrollment is based upon the primary, full time residence, which is the domicile.
3. Ownership: ownership of property does not always mean domicile or residency. An individual may own investment property in South River but not actually live there. Where the person actually lives, and not the ownership, determined enrollment eligibility.
4. Parent / Guardian: individuals with legal custody of a school-aged student.
5. Custody: the legal right to keep and provide for a school-aged student, which may be with the biological, adoptive, foster or step-parents, or other persons with documentation from the Superior Court of New Jersey or the courts of another state establishing legal custody.
6. Hardship / Affidavit Student: to be eligible for enrollment under the “affidavit student” / hardship standard, documented, sworn proof must be submitted that the parent is not capable of supporting or providing care for the student due to family or economic hardship.
7. Landlord: the legal owner of property in which a student is domiciled with his or her parent or guardian.
8. Lease: a written document stating the terms by which a person rents a house or apartment from the owner of that property.
9. Sublease: a written or unwritten arrangement by which a person leasing or renting a house or apartment allows, with the permission of the landlord, other people to live at that location, and those other people use that location as their actual domicile.
10. Affidavit: a document swearing to the facts contained in it, signed under oath by the person filling out the document, and notarized by an authorized New Jersey notary public. The facts sworn ton in an affidavit are legally enforceable, and false searing is punishable by law.
11. Judgment of Divorce / Property Settlement Agreement: documents filed with the Superior Court of New Jersey, Chancery Division, Family Part which state the terms of parents’ divorce, including legal and residential custody of school-aged children.
12. Legal Guardianship: a document signed by a Superior Court Judge and filed with the Superior Court of New Jersey giving an individual other than a parent legal authority for a school-aged child.
13. Proof of Domicile: as stated in N.J.A.C. 6A:22-3.4, proof of domicile includes proof of legal authority to live at the listed property in South River, as well as proof of actual domicile at that residence. Proof of both must be presented, and may include the following: a. Proof regarding property:
    i. property tax bill
    ii. deed
    iii. mortgage

iv. lease
v. affidavit from landlord
vi. affidavit of sublease
vii. hardship affidavit
viii. court order

b. Proof regarding actual domicile:
i. driver's license / state-issued ID
ii. canceled check
iii. utility bills
iv. cell phone bills
v. voter registration
vi. bank statement
vii. military records
viii. divorce documents (judgment of divorce, property settlement agreement)
ix. medical records
x. court order

14. Tuition: the daily cost of educating a school-aged student in the South River Public Schools, as established and approved by the New Jersey Department of Education.

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**Student Residency Proof and Forms**

The forms and standards to be used to enroll a new student or to verify the eligibility of a current student depend upon the individual circumstances of the individual student. Circumstances include, but are not limited to, the following:

| CIRCUMSTANCES: | FORMS / DOCUMENTS TO BE SUBMITTED: |
|---|---|
| Parent or legal guardian domiciled in South River in owned home | Parent / Legal Guardian Form<br>Proof of domicile including deed / mortgage (*see above*) |
| Parent or legal guardian domiciled in South River in leased property | Parent / Legal Guardian Form<br>Proof of domicile including lease (*see above*) |
| Student living in South River with one parent where parents are divorced, separated or unmarried | Parent / Legal Guardian Form<br>Custody Documents:<br>Judgment of divorce<br>Property settlement agreement<br>Court custody orders<br>Proof of domicile (*see above*) |
| Student living with an individual who has legal custody of the student, but is not the child's parent or legal guardian | Parent / Legal Guardian Form<br>Proof of domicile (*see above*) |
| Parent or legal guardian and student(s) living with family members without lease | Parent / Legal Guardian Form<br>Homeowner Affidavit<br>Proof of domicile (*see above*) |
| Parent or legal guardian and student(s) living in other property without written lease | Parent / Legal Guardian Form<br>Landlord Affidavit<br>Proof of domicile (*see above*) |
| Parent or legal guardian and student(s) being permitted to live in property which is being leased by someone else | Parent / Legal Guardian Form<br>Sublease Affidavit<br>Proof of domicile (*see above*) |
| Student living in the home of a relative or other person who is not a parent or legal guardian, due to the parent's inability to care for the child (also known as hardship or Affidavit student cases) | Hardship Affidavits (2)<br>AND proof as listed above based upon housing situation<br>Proof of domicile (*see above*) |

**Charges for Tuition**

All parents and guardians are hereby placed on notice that any student enrolled in the South River Schools who is not legally entitled to such enrollment is subject to removal, and to being charged for tuition for all periods of ineligible attendance. Charges of tuition are legally enforceable in court and through judgments against the parent or guardian.

Pursuant to N.J.A.C. 6A:22-4.2(b)(7), parents and guardians are hereby advised that the current daily tuition rate for a student in the South River Public Schools is as follows:

2025-2026 School Year

| Grade | Daily Tuition | Monthly Tuition | Yearly Tuition |
|---|---|---|---|
| Pre-school | $ 90.58 | $ 1,630.50 | $ 16,305.00 |
| Kindergarten | $ 90.58 | $ 1,630.50 | $ 16,305.00 |
| Grades 1-5 | $ 100.73 | $ 1,813.20 | $ 18,132.00 |
| Grades 6-8 | $ 104.19 | $ 1,875.50 | $ 18,755.00 |
| Grades 9-12 | $ 107.39 | $ 1,933.10 | $ 19,331.00 |

*Note*: daily tuition rates for students receiving specialized education services are higher, and will be provided to parents / guardians upon notice of ineligibility.

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**Fraudulent Use of Residence**

All applicants, homeowners and landlords are hereby placed on notice that as provided in N.J.S.A. 18A:38-1(c) and N.J.A.C. 6A:22-3.2(a)(5), any person who allows another person to fraudulently use his residence to enroll in a school district is guilty of a disorderly persons offense and is subject to prosecution, up to six months in jail and fines of up to $1,000 per violation.

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**Additional Notes**

- Eligibility for enrollment and proof of residency in South River will be determined on an individual, case-by-case basis, upon consideration of all documents, forms and other information provided.
- In the event that an individual seeking to enroll a child in the South River School District has not presented any evidence supporting legal entitlement to enrollment, that student will not be enrolled until evidence is provided.
- In the event that an individual seeking to enroll a child in the South River School District presents incomplete evidence of the child's eligibility, the child will be temporarily enrolled in the district, and the person enrolling the child will be provided with a defined period of time, not to exceed twenty-one (21) calendar days, to provide such additional evidence / proof as is needed. Failure to present such proof within that timeframe will subject the student to the ineligibility and removal process.
- The South River School District will not request or suggest provision of any information regarding the immigration / naturalization status of any child or the person seeking to enroll the child, nor any information regarding socio-economic status.
- In the event that a student seeking to enroll in the South River School District provides insufficient proof of eligibility, or the School District becomes aware, by any circumstances, that a currently enrolled student is not eligible for continued enrollment, the School District will issue a Notice of Defect, and/or an Initial Notice of Ineligibility, as the circumstances warrant. The individual(s) enrolling the student will be advised of their rights, including a hearing before the Board of Education or a committee thereof. Students shall remain enrolled in the School District pending such a hearing, but will be subject to tuition for all days of ineligible attendance if the student is ultimately found to be ineligible.
- Upon a final determination of ineligibility, students will be removed from the district, the person enrolling the student will be subject to the payment of tuition for the period of ineligible attendance, and proof must be provided that the student has been enrolled in another school district.