

ADMISSION OF NON-RESIDENT STUDENTS

I. Admission Request

- A. Non-resident families who wish to enroll children in the Sauquoit Valley Central School District (the District) shall submit a request in writing to the Superintendent who shall determine whether or not admission will be granted.
- B. The following general conditions and requirements for acceptance will be met when considering admittance:
 1. There is sufficient space to accommodate the non-resident student.
 2. No increase in the size of faculty or staff will be necessary.
 3. Parents/persons in parental relation must work out transfer conditions with the home school district.
 4. All rules and regulations in effect for District students will be applicable to non-District students.
 5. Tuition may be charged to families of non-resident students in accordance with formulas approved by the State Education Department. The 2024-25 tuition rate at SVCSD is \$2,000 for students in K-6 and \$3,000 for students in grades 7-12. Families with multiple children will be charged the full rate for the eldest student and half of the applicable tuition rate for each additional child. The tuition rate will increase by two percent (2%) each year.
 6. A student who transfers without a corresponding change in residence of his/her parents (or other persons with whom the student has resided for at least six months prior) is ineligible to participate at the varsity level in any interscholastic athletic contest in a particular sport for a period of one (1) year if as a 9-12 student participated in that sport during the one (1) year period immediately preceding his/her transfer. (See NYSPHSAA Transfer Rule.)
 7. The District reserves the right to deny continued attendance to non-resident students with poor behavior and discipline records.
 8. In the event that the student is in need of special education services, the District will refer to Education Law Section 4402, 8 NYCRR 200.2 and the Individual with Disabilities Education Act (IDEA) which places the

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emphasis on identification, evaluation, Individualized Education Plan (IEP) development, accommodations and programming on the school district in which the student resides.

9. Non-resident students are responsible for their own transportation to and from school.
 10. A student may be permitted to continue to attend the District's schools for up to one year without the payment of tuition in catastrophic circumstances, as determined by the Board of Education (the Board), provided that space is available and the student's social and academic history warrant.
- C. Final decisions regarding the acceptance of non-resident student rest with the Board.

II. Tuition Paying Students

A. Future Students

The children of families who have signed a contract to buy or build a residence in the District may be enrolled for the semester in which they expect to become residents. Non-resident tuition shall be charged, payable in advance, with an adjustment to be made when the family becomes a resident in the District.

B. Children of Employees

Full time employees of the District who do not reside in the District may enroll their children at the discretion of the Superintendent. When an employee's employment terminates during the school year, the child(ren) will be allowed to complete the respective school year at the District without tuition charges to the parent/legal guardian. In the event that an employee retires from the District, the child(ren) may be given permission to remain in the District without tuition charges until graduation at the discretion of the Superintendent.

C. Other non-resident Students

Non-resident students other than those affected by the above provisions may be accepted as tuition-paying students at the discretion of the Board on an annual basis, provided the general conditions listed above are met. Requests should be submitted to the Superintendent.

III. Non-Tuition Students

POLICY

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A. Former Residents

1. Students of any grade who move from the District during the school year may be given permission to finish the semester in which the move occurs.
2. A student who moves from the District after completion of the first semester of the year preceding their anticipated graduation year may be given permission to remain in the District until graduation.

B. Foreign Exchange Students

Only foreign students participating in a recognized Student Exchange Program under a J-1 Visa may attend District schools without payment of tuition. The administration is authorized to file with the U. S. Department of Homeland Security the forms necessary for the monitoring of non-immigrant foreign students during the course of their stay in the District in accordance with the Student and Exchange Visitor Information System (SEVIS).

IV. Proof of Residency

Such documentary or sworn proof as shall be required by the administration or Board must be furnished prior to the admission of any child residing in the District with a person not their parent or person in parental relation or who is the child of a non-resident. The Board shall have the right to waive this Policy against the admission of non-resident children for good cause and within its discretion.

V. Reservation of Claims

Should a material misstatement of fact be made and relied upon by any administrator or the Board in admitting a non-resident student without tuition, the Board shall be entitled to recover the cost of instruction for the time the student was not authorized to attend a school in the District from the person having made the misstatement or from a person in parental relation to the student.

VI. Tuition Fees

- A. Where applicable tuition fees are computed according to a formula established by the Commissioner of Education.
- B. Tuition of individual non-resident students shall be computed in advance at the time of enrollment. Methods of payment (e.g. monthly) may be arranged in the

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District Office and approved by the Superintendent. Non-resident status is contingent upon timely payment of tuition fees as established by the Board.

VII. Legal Residence

Parents or persons in parental relation who maintain a physical presence in the District that qualifies as a residence (See Policy 7003), are eligible to send their children to District schools. However, school tax payments of non-residents who own assessable property in the District will be deducted from any tuition charges levied against such non-resident.

VIII. Termination of Enrollment

The student's enrollment will be terminated if any of the following occur: student misconduct, failure to pay tuition, parent or person in parental relation fails to follow directives (health issues, immunizations, etc.).

Sauquoit Valley Central School District

Legal Ref: NYS Education Law §§2045, 3202; 8 NYCRR 174.2

Adopted: 06/06/93 Readopted: 11/13/07

Revised: 04/12/05, 06/08/10, 05/14/24, 10/15/24, 12/9/25

Regulation

STUDENTS

7004.1

NON-RESIDENT STUDENT TUITION AGREEMENT

School Year: _____

Student Information:

Full Name of Student: _____
Date of Birth: _____ Grade Level (Entering): _____
Home District: _____

Parent/Guardian Information:

Parent/Guardian Name(s): _____
Home Address: _____
Phone Number(s): _____
Email Address: _____

Emergency Contact Information:

Name: _____
Relationship to Student: _____
Phone Number: _____

Tuition Information

- **Annual Tuition Amount:** \$ _____
 - **Payment Schedule:**
 - First Semester Payment in Full Due By: **September 1**
 - Second Semester Payment in Full Due By: **February 1**
 - Other (specify): Other terms may be arranged with approval from the Superintendent
 - **Payment Instructions:** Tuition payments must be submitted to the SVCSD **Business Office**.
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Agreement Terms

1. **Eligibility & Enrollment:**

Enrollment of nonresident students is subject to annual approval by the superintendent or their designee and the provisions outlined in [Policy 7004 Admission of Nonresident Students](#). The District reserves the right to deny or revoke enrollment based on space availability, disciplinary issues, attendance concerns, or nonpayment of tuition.
2. **Duration:**

This agreement is valid for the _____ school year only and must be renewed annually.
3. **Attendance and Behavior:**

The student is expected to adhere to all District policies, including those related to attendance, academic performance, and behavior. Violations may result in revocation of tuition-based enrollment.

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NON-RESIDENT STUDENT TUITION AGREEMENT

4. **Non-Refundable Tuition Clause:**

Tuition is non-refundable, except in cases where the district terminates enrollment due to capacity or program constraints.

5. **Records Disclosure:**

By signing below, the parent/guardian authorizes the release and exchange of educational records between the student’s home district and Sauquoit Valley CSD.

Acknowledgment and Signature

I/We certify that the information provided is true and complete. I/We understand and agree to the terms outlined above and accept financial responsibility for tuition and any related fees.

Parent/Guardian Signature: _____ Date: _____

Student Signature (Grades 7–12): _____ Date: _____

District Approval:

School Official Signature: _____ Date: _____

Sauquoit Valley Central School District

Adopted: 05/14/24 Rescinded: 12/9/25

Approved by the Superintendent: 12/9/25

**RESOLUTION APPROVING ENERGY PERFORMANCE
IMPROVEMENT PROJECT AND CONTRACT**

WHEREAS, the Board of Education of the Sauquoit Valley Central School District (the “Board of Education”) has determined that it is in the best interest of the School District (the “District”) to undertake an energy performance improvement project with the goal of improving energy efficiency as outlined in a Comprehensive Energy Audit prepared by Day Automation Systems, Inc., dated (the “Audit”) incorporated in this Resolution by reference (the “Project”); and

WHEREAS, the Board of Education issued a written Request for Proposals as prescribed by the energy law, the education law, and the New York State Education Department Commissioner’s regulations in accordance with the District’s procurement policies, procedures, and guidelines to procure the services of a qualified Energy Services Company (“ESCO”) to implement the Project; and

WHEREAS, the Board has received and reviewed proposals from qualified ESCOs to implement the Project on a guaranteed savings basis in a projected amount sufficient to offset the costs of the Project; and

WHEREAS, the District has selected Day Automation Systems, Inc., (“ESCO”), to be the ESCO to proceed with the Project;

WHEREAS, the ESCO has conducted a comprehensive review of School District facilities, prepared the Audit, and based on that review and the Audit, has determined and recommended the improvements, additions, and measures to be installed or implemented as part of the Project including but not limited to the energy conservation measures set out in the ESCO Contract;

WHEREAS, the recommendations from the ESCO have been reviewed and evaluated by District Administration to determine which improvements, additions, and measures are in the best interests of the District and the District’s taxpayers;

WHEREAS, based on said review and evaluation, District Administration has identified and recommended the scope of improvements, additions, and measures to be installed or implemented as part of the Project set out in the ESCO Contract; and

WHEREAS, the School District’s legal counsel, Ferrara Fiorenza, PC, and ESCO have jointly prepared a contract (“ESCO Contract”) for services in connection with the Project and related professional services which has been submitted to the Board of Education for consideration;

NOW, THEREFORE be it resolved as follows:

1. The Board of Education approves the retention of Day Automation Systems, Inc., to provide services in connection with the Project and related professional services and to proceed with the Project in accordance with the terms and conditions of the ESCO Contract in compliance with this Resolution and all applicable laws, regulations, and NYS and federal executive orders relating to the ESCO Contract, and take all actions necessary or convenient to effectuate the purposes of this Resolution.

2. The Board of Education hereby authorizes the President of the Board or the Superintendent of Schools to enter into the ESCO Contract on behalf of the District in substantially the form presented to the Board of Education with such modifications, additions, and revisions, other than a material change in the scope of the work of the Project, the fees, or expenses, as may be approved by the Superintendent of Schools, which approval shall be conclusively shown by the execution thereof and take all actions necessary or convenient to proceed under the ESCO Contract in connection with the Project.
3. The Superintendent of Schools, officers, employees, and agents of the District are authorized and directed, on behalf of the Board of Education, to take all actions required or provided for by the provisions of the ESCO Contract or related documents, and execute and deliver all such additional certificates, instruments, and documents, to pay all fees, charges, and expenses and to do all such other acts and things as may be necessary or convenient to effect the purposes of this Resolution and to cause compliance with the terms, covenants, conditions, and payment provisions of the ESCO Contract and related documents and to comply with all applicable laws, regulations, and NYS and federal executive orders relating to the ESCO Contract or the Project.
4. This Resolution shall take effect immediately.

