

RESOLUTION

WHEREAS, a student whose name is on file in the Superintendent's Office formerly attended Readington Middle School without the payment of tuition as a resident until on or about December 9, 2016, when the student moved out of the Readington Township School District (hereinafter referred to as the "District"); and

WHEREAS, the parents of the student (hereinafter referred to as the "Parents") have requested that the student be permitted to complete grade 8 during the 2016-2017 school year; and

WHEREAS, the Readington Township Board of Education (hereinafter referred to as the "Board") has the authority under N.J.S.A. 18A:28-3 and its policies to continue the enrollment of the student in the District with the payment of tuition; and

WHEREAS, in the interest of maintaining the continuity of the student's educational program, the Board has determined in accordance with Board Policy 5118 to permit the student to remain in the District as a non-resident tuition student for the remainder of the 2016-2017 school year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The student shall be permitted to continue to be enrolled in the District from the date non-residency is established, or on or about December 12, 2016 through June 20,

2017 to complete Grade 8 at Readington Middle School in accordance with the terms and conditions set forth in the "Former-Resident Tuition Agreement" which shall be entered into between the Board and the Parents.

2. The Parents shall be assessed tuition in the amount of \$86.85 per day for the period from on or about December 12, 2016 through June 20, 2017, and in accordance with Board Policy 5118.

3. The Board approves the "Former-Resident Tuition Agreement" with the Parents for the payment of tuition for an agreed amount in accordance with a payment schedule and authorizes the Board President and Interim Business Administrator/Board Secretary to execute the "Former-Resident Tuition Agreement" on behalf of the Board.

ROLL CALL VOTE:

AYES: 8

NAYS: 0

ABSTENTIONS:

CERTIFICATION

I hereby certify that the within Resolution was adopted by the Readington Township School District Board of Education by a majority vote at its duly authorized meeting on December 13, 2016.

THOMAS M. VENANZI
Interim Business Administrator/
Board Secretary

DATED: December 13, 2016

FORMER-RESIDENT TUITION AGREEMENT

WHEREAS, the Readington Board of Education (hereinafter referred to as the "Board") operates a kindergarten through eighth grade school district for students who are domiciled in Readington Township (hereinafter referred to as "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 Board Policy No. 5118 and N.J.S.A. 18A:38-3, the Board has authorized the Superintendent of Schools to allow regularly enrolled students whose parents/legal guardians move from the Readington School District (hereinafter referred to as the "District"), to apply to remain enrolled for the remainder of the school year on payment of prorated tuition; and

WHEREAS, as a resident of the District, S.W. (hereinafter referred to as the "Student") attended the District's school for the beginning of eighth grade, but due to a change in residency, will not be eligible for a tuition free education for the remainder of the 2016-2017 school year; and

WHEREAS, the Student is desirous of remaining enrolled in the eighth grade in the District for the 2016-2017 school year; and

WHEREAS, the Board is prepared to maintain the enrollment of the Student in the District, on condition that the student pays the tuition set forth in this Agreement and continues to comply with all of the rules and regulations of the District and the Code of Conduct for Readington Middle School, the Board and 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 maintain enrollment of the Student in the eighth grade in the District for the 2016-2017 school year and permits the student to continue attending classes related with her level and participate in all activities of Readington Middle School.

2. **Tuition.** Jennifer Williford and Greg Williford, the parent(s)/legal guardian(s) of the Student, hereby agree to pay the Board the sum of \$10,074.60, at the per diem rate of \$86.85

for 116 remaining school days, as tuition for the privilege of allowing their child to continue attending classes in the District from December 12, 2016 through the remainder of the school year. In the event that the Student does not become a nonresident student on December 12, 2016, the tuition amount shall be adjusted according to the per diem rate to coincide with the actual date of non-residency. The adjusted amount will be reflected on the first installment. The tuition amount may be increased during the school year if the student is determined to require accommodations, special education and/or related services, which result in additional expenses to the District. The expenses for any such accommodations, special education and/or related services shall be the sole responsibility of the parent(s)/legal guardian(s). Where such costs are assessed during the course of the school year, the tuition amount will be adjusted for the remainder of the school year.

3. **Payment.** The aforementioned tuition amount shall be paid monthly by certified check or money order in six (6) equal installments of \$1,679.10 no later than the first day of each month, starting in January 2017. Failure to make the timely tuition payment as specified in this Agreement shall result in the immediate exclusion of the student from the District.

4. **Continued Enrollment.** The Student and the parents hereby agree to ensure that the Student observes the rules, policies and regulations of the District and the Code of Conduct for Readington Middle School, as well as the rules of the Board, the State Board of Education, and the laws of the State of New Jersey. Failure to comply with the foregoing laws, rules, policies and regulations shall result in the imposition of a disciplinary action, which may include but is not limited to the exclusion of the Student from attending school within the District.

5. **No Right to Enrollment.** The parties to this Agreement acknowledge that the Student does not have a right to continue her enrollment in the District. Thus, her enrollment in the District is a privilege which may be revoked by the Board at any time. Should the student be excluded from the District, the parents must immediately enroll their daughter in the school district in which they are domiciled or another public or private school.

6. **No Transportation.** The parties to this Agreement recognize that the District has no obligation to provide transportation to any non-resident student, nor will it incur any expense incidental to such transportation.

7. **Failure to Pay.** If the parents of the Student do not pay the tuition in accordance with the terms contained in Paragraphs 2 and 3 of this Agreement, the Student shall be excluded from the District. If excluded for nonpayment of tuition, the parents of the Student must also pay all costs, including reasonable attorney fees, related to the collection of any monies owed to the Board.

8. **No Automatic Enrollment.** This Agreement covers the 2016-2017 school year only, and shall not establish a precedent for any subsequent years.

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:

JENNIFER WILLIFORD

DATED: _____

DATED: _____

WITNESS:

GREG WILLIFORD

DATED: _____

DATED: _____

WITNESS:

READINGTON TOWNSHIP DISTRICT
BOARD OF EDUCATION

THOMAS M. VENANZI
Interim Business Administrator/
Board Secretary

BY: _____
CHERYL FILLER
Board President

DATED: _____

DATED: _____