## **POLICY**

2019

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Students

## SUBJECT: ADMISSION OF A NON-RESIDENT TUITION STUDENT

All residents of the District are eligible to attend District schools without payment of tuition from the age of four years and nine months to twenty-one years of age, or to the satisfactory completion of the course of study offered by the District, whichever occurs first, except that a veteran of any age who shall have served as a member of the armed forces of the United States and who shall have been discharged therefrom under conditions other than dishonorable, may attend District schools without payment of tuition. The Board of Education identifies as its primary obligation the establishment of a sound instructional program for these resident students.

The Board of Education authorizes the Superintendent of Schools to make a decision to accept non-resident students on an annual basis when:

- a) It appears to the building principal, at the time of acceptance, that no class entry level will contain more than the desired number of students;
- b) No increase in the size of faculty or staff, and no increase in cost to the District, would be necessary to accommodate the students;
- c) The student is not being disciplined, or being considered for discipline, by another school district—public or private;
- d) The student's previous school records do not indicate a likelihood of disruptive or insubordinate behavior:
- e) It has been determined by the Superintendent that there are programs available to assist the particular applicant and whether the applicant will benefit from instruction which is currently being offered at the School District.

The status of the child shall be reviewed by August 1<sup>st</sup> of each school year. If the school desires not to continue the education of the child for the next school year, it shall notify the parent at the address in the school records by August 15<sup>th</sup> if the school will not accept the student as a non-resident for the school year commencing in September of that year.

If, during the school year, it is determined by the Superintendent that the District is unable to meet the needs of the student, or if the student is not compatible to the educational community or is not meeting the standards or expectations of the District, the student will be dropped from the rolls of the District five school days after the date of the notice. There will be no refund of monies paid for tuition.

Tuition shall be for each semester. There are two semesters—the first semester commencing September 1<sup>st</sup> and ending January 30<sup>th</sup>, with the second semester commencing February 1<sup>st</sup> and ending June 30<sup>th</sup>. Thirty calendar days before the commencement of the semester, a statement shall be sent to the address set forth in

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Students

## SUBJECT: ADMISSION OF A NON-RESIDENT TUITION STUDENT (cont'd)

the school records. That semester's tuition shall be paid within 15 days. If tuition is not paid by the start of the semester, the student shall be dropped after five school days' notice in writing sent to the address that appears on the School District records.

The tuition charge shall be established by the Board of Education in accordance with §174 of the Regulations of the Commissioner of Education.

Parents are responsible for the transportation of the student to and from school.

All students admitted as non-resident students must sign a Non-Resident Student Agreement.

Education Law §§ 2045, 3202 Commissioner's Regulations § 174.2 Former Policy #7131 7.1-4 Non-Resident Students 10/22/85 Adopted 8/23/11 Amended 12/20/16 Amended 4/23/19

## NON-RESIDENT STUDENT AGREEMENT

In consideration of my admission as a non-resident student of the 20 20 school year, the following assurances are given:
☐ I have read the student code of conduct and I am familiar with its contents;
I will comply with the code of conduct and, if I do not do so, I understand that my non-resident student status may be revoked by the Superintendent after notification to me of my infraction and an opportunity to be heard;
I understand that if the required tuition payment is not paid when due, my non-resident student status may be terminated by the Superintendent.
Dated: Student
Student
The undersigned understands that the tuition charge is \$ for the 20 20 school year.
We understand that if payment is not made, the Superintendent may terminate non-resident status of and the School District may take appropriate action to collect such sum.
If the District terminates non-resident student status because of failure to comply with the student code of conduct, I understand that full tuition is still due and that there will be no refund of any monies paid.
Dated: Parent/Guardian
Dated:Parent/Guardian