

NORTHPORT NURSERY SCHOOL, INC.
TUITION CONTRACT 2023/2024

We, _____ and _____,
 Parent/Guardian #1 First and Last Name Parent/Guardian #2 First and Last Name

(to herein as “we”, “I”, “our”, “us”, “he”, “she”, “parent”, “guardian”, “mother”, “father”, “member”, and/or the like as the case may be and/or require) hereby enroll _____ (also referred to herein as the “Child”)
 Child’s First and Last Name

residing at _____
 Street Address Town Zip Code

 Child’s Date of Birth Month/Day/Year

 Primary Cell Phone & Parent/Guardian Name Email Address

starting _____ 2023 and ending _____ 2024 (the School term) in the following session and agree to the following terms and conditions.

 Parent/Guardian #1 Cell Phone Number Parent/Guardian #2 Cell Phone Number

 Emergency Contact #1 - Name & Cell Phone Number Emergency Contact #2 - Name & Cell Phone Number

Section A: Please specify the session preferred and the participation status by checking the proper spaces below.

3 YEARS OLD BY DECEMBER 31

4 YEARS OLD BY DECEMBER 31

3AM3 - M W F morning _____

5AM4* – M Tu W Th F morning _____

2AM3 - T TH morning _____

5PM4 – M T W TH F afternoon _____

3PM3 – M W F afternoon _____

3PM4AX - M W F afternoon _____

5 Day morning _____
 (combine 2AM3 and 3AM3)

*Note: Morning 4s class is a 5-day program.

Participating _____ Non-Participating _____

A.M. SESSION (3s & 4s): 9:00 - 11:30

P.M. SESSION (3s & 4s): 12:30 - 3:00

SECTION B: TUITION AND REGISTRATION/NON-PARTICIPATION CHARGES

Tuition/Registration fees and charges for non-participation for the school term are as follows:

	5 DAY	3 DAY	2 DAY
Monthly Tuition - Participating	\$500.00	\$340.00	\$273.00
Monthly Surcharge for Non-Participating	\$60.00	\$50.00	\$40.00
Registration (yearly charge)	\$150.00	\$150.00	\$150.00

We agree to pay and shall pay, in accordance with the terms and provisions of this contract, the sum of \$ _____ to Northport Nursery School, Inc. (also referred to herein as the "School" or the "Nursery School" as and for our tuition obligation for this contract period (our tuition obligation). We acknowledge, understand and agree that our tuition obligation is due from, and payable by, us, in full, and without offset or reduction, on or before September 1, 2023 and, in this regard, agree to pay and shall pay ten percent (10%) of our tuition obligation simultaneously with the execution of this contract.

Provided that we are, at all times, in full and complete compliance with all of the terms and conditions of this contract, and are never in breach or default thereof, we will be afforded the opportunity and privilege of paying and satisfying our tuition obligation as follow: (a) by paying ten percent (10%) of our tuition obligation simultaneously with the execution of this contract; (b) by paying a second installment of an additional ten percent (10%) of our tuition obligation on or before June 1, 2023 and (c) making installment payments of \$ _____ per month commencing on October 1, 2023 and continuing on the first day of each consecutive month thereafter to and including May 1, 2024, at which time our tuition obligation must be and shall be fully paid, also without offset or reduction. Should we fail or refuse to fully and completely comply with all of the terms and conditions of this contract or should we fail or refuse to make full and timely payments of any of the aforementioned tuition installment payments when due, we shall be in breach and default hereof and, Northport Nursery School, Inc. may, without further notice, and without waiving or releasing any other rights or remedies which it may have, require us to pay immediately the full amount of our tuition obligation and any other sums due from us which is/are then outstanding. Our opportunity to and privilege of paying and satisfying our tuition obligation in monthly installments shall thereupon be immediately revoked and terminated. X _____ (Initial)

If Northport Nursery School, Inc. has not received the full amount of any monthly tuition installment payment by the end of ten (10) calendar days after the date it is due, we agree to pay and shall pay a \$20.00 late charge to Northport Nursery School, Inc. We will pay this late charge promptly but in no event after the last day of the month in which the late charge is incurred.

We agree to make all payments due from us pursuant to this contract by good check or money order payable to Northport Nursery School, Inc., at 103 Laurel Hill Road, Northport, New York 11768, or at a different place if required by Northport Nursery School, Inc.

All Registration fees and ten percent (10%) of our tuition obligation shall be due and shall be paid by us immediately upon the execution of this contract.

*** The Registration Fee for the first child is \$150.00; each additional child is \$70.00.**

In furtherance of the foregoing but in no way minimizing, reducing or waiving any rights or remedies which Northport Nursery School, Inc. has hereunder, we acknowledge and agree that:

- A) should we withdraw our child from the school at any time after paying the registration fee, Northport Nursery School, Inc. shall not be obligated or required to return or refund same to us and may keep and retain same for its own use and account, and
- B) should we withdraw our child from the school at any time after June 1st of the year in which this contract is executed, the aforementioned twenty percent (20%) portion of our tuition obligation paid by us in accordance herewith may also be kept and retained by Northport Nursery School, Inc. for its own use and account. Northport Nursery School, Inc. shall not be obligated or required to return or refund same to us.

We waive any billing from the School for tuition installment payment. Any tuition payment or other payment not received within thirty (30) days from date when due shall constitute grounds for the termination of enrollment at the discretion of the School. Such termination will not act as a waiver of the School's right to the balance of the tuition or any other rights or remedies it may have.

X _____ (Initial)

Except as specifically provided for herein, there will be no waiver of tuition or pro-rata refunds of tuition or other payments made, unless, in the sole and unfettered discretion of the Board of Trustees, extenuating circumstances are presented.

OUTSTANDING TUITION/FEES/DUTIES POLICY

“If any member consistently fails and/or refuses to perform the acts and/or obligations required of him/her as a member of the school in full and in a timely and proper manner (hereinafter the “duties”) or, if any member fails and/or refuses to fully and timely pay, when due, the tuition and other fees, charges and expenses associated with the enrollment and attendance of his or her child in the school, (hereinafter the “tuition/fee”), or fails or refuses to make, in the sole and unfettered discretion of the Board of Trustees, a good faith effort and proposal to fully reconcile and pay the tuition/fee, and/or to fully address and resolve any and all issues regarding the duties, as the case may be, the Board of Trustees shall have the absolute right to and may, upon at least a two-thirds vote thereof at a meeting, to immediately remove the member and his/her child/children/family from the school without further notice. No such vote shall be held without the member having first been sent, at least 15 calendar days prior to the date of such meeting, by regular first class mail and certified mail, return receipt requested, a written notice advising the member of the date, time and place of such meeting, the purpose thereof insofar as it pertains to the member and any contemplated action to be taken against him/her and his/her child/children/family thereat, the right of the member to be present at such meeting, and the right of the member to a hearing before the Board of Trustees in regard to the matter(s) described in such notice. Such a hearing may be held at a closed Board meeting at the option of the member.

X _____ (Initial)

SECTION C: Participation (Applicable to three and four-year olds classes only, not Separation Two)

Participation refers to active performance of duties assigned by the teacher on a regular school day in the Nursery School, in conjunction with the normal operation of the School. No work may be done at home in lieu of this participation, nor can any other work be done in or around the School in its stead. Participation requires a maximum of two mornings or afternoons a month to be spent at the School by the mother/father/guardian/caregiver of a registered child each month at the School.

In case of absence from participation, a replacement fee of \$40.00 per day shall be owed by and due from the member and shall be paid by the member upon demand. No parent/guardian/caregiver may bring a non-registered child to the Nursery School when they are participating. Parents/guardians/caregiver who plan to participate must attend the in-service meetings or they will not be allowed to participate during the year and tuition will be payable at the non-participating rate.

GENERAL RULES (SECTIONS D-N)

SECTION D: It is contrary to the policy of the Board of Trustees of the Northport Nursery School, Inc. to utilize the Enrollment List for business solicitation.

SECTION E: No deviations from the obligations of the parents and/or guardians, as defined in this contract, will be allowed except that any special cases which arise may be brought to the attention of the Executive Officer or the President who, in turn, will bring the matter before the Board of Trustees for decision.

SECTION F: The School reserves the right to have the parents and/or guardians withdraw their child when, in the sole and absolute discretion of the Board of Trustees - upon the professional advice of the Teacher and/or Director, such a course of action is in the best interest of the child and the educational program of the School. In such an event, a refund will be promptly made for any portion of the tuition obligation not yet earned and this agreement will then be canceled and of no further force and effect and no party shall have any other or further rights or remedies against the other.

SECTION G: Notwithstanding anything to the contrary provided for in this contract, in the event that the child needs or requires 1-1 support in or at the School on account of, without limitation, his/her particular needs, the needs of the group/class/school and/or the needs of his/her teacher and/or classroom assistant(s), we, (the parent and/or guardian as the case may be and/or require) further agree to seek and obtain, and shall seek and obtain, any and all such support for the child at our sole cost, risk and expense subject, however, to the right of the School to first approve of any such support, including, but not limited to, the placement of any personnel proposed to provide any such support for the child in or at the School.

SECTION H: One parent or guardian will serve on the committee to which the family is assigned by the Executive Officer. The family member will attend committee meetings and will fulfill all responsibilities as delegated by the Committee Chairperson. Each family should expect, and shall be required, to spend a minimum of fifteen (15) hours discharging their committee responsibilities. Whenever possible, committee assignments are made on the basis of preference. Sometimes, however, such designations must be based on available openings.

SECTION I: If the parents or guardians have any problems or questions, including those of participation or enrollment, they should contact the Executive Officer, President, or Director of the School.

SECTION J: All fund-raising activities are cooperative and the parents should participate in these activities whether they are of participating status or not. It is mandatory, however, that each family participates in our annual auction by contributing a gift item, sum of money or service to be utilized as the Ways & Means Committee deems appropriate.

SECTION K: The school follows the calendar prescribed by the Board of Trustees (Northport/East Northport School District), but may also be closed on an emergency basis as decided by the Director of the School. *When the Northport/East Northport Schools are closed so is Northport Nursery School, Inc.* Make-up time will be decided by the teaching staff.

SECTION L: We (the parent and/or guardian as the case may be and/or require) further and expressly acknowledge and agree that we shall take any and all action necessary and/or required to ensure that the child has fully and timely met and is in full compliance with any and all immunization requirements for school entrance/attendance of the State of New York (and any and all other governing bodies and/or entities having jurisdiction of and over the School) including, but not limited to, as applicable, New York State Public Health Law section 2164, as amended by Chapter 35 of the Laws of 2019 and as same may hereafter be otherwise and/or further amended, New York State Public Health Law section 2168, as amended by Chapter 35 of the Laws of 2019 and as same may hereafter be otherwise and/or further amended and Subpart 66-1 (School Immunization Requirements), as amended and as same may hereafter be otherwise and/or further amended.

SECTION M: All parents and guardians will abide by the Constitution and By-Laws of the School as well as provisions of the school's Parent Handbook (the "Handbook") (as any or all of the foregoing may be modified and/or amended) including, but not

limited to the following policies contained in the Handbook, the full text of which it is hereby acknowledged, have been read and are fully understood by the parents/guardians.

Snacks: Northport Nursery School is a **Peanut and Tree Nut- FREE ZONE**. This means that nuts or any by-product (i.e. peanut oil) cannot be an ingredient in any snack item. This also means that a snack cannot be served if it was manufactured on the same equipment with peanuts and/or tree nuts, or in the same facility that processes peanuts and/or tree nuts.*

Northport Nursery School has developed an approved snack list in an effort to keep everyone safe. Only snacks that appear on the approved snack list are permissible into the school**. Parents participating in the classroom have the option of selecting an item(s) from the list for the daily snack; this includes any baked goods for birthday parties or any other celebration(s) on the school premises. The outside playground is **ALSO** a Peanut and Tree-Nut FREE ZONE. Please be considerate of any allergies in your classroom. Each class will be made aware of any allergies. You must check the list posted on the refrigerator door in the kitchen. Any parent/guardian of a student with a food allergy will be required to sign a daily log approving that day’s snack item.

If you choose to bring in a fruit or vegetable please **DO NOT** prepare it at home. The floater or a staff member will wash the fruit or vegetable and cut it up for the class. For additional safety reasons, **we no longer serve carrots**.

*The federal Food Allergen Labeling and Consumer Protection Act (FALCPA) requires that all packaged food products sold in the U.S. that contain peanuts or tree nuts as an ingredient, must list the word peanut or the specific tree nut used on the label. However, the use of advisory labels (such as “May Contain”) is voluntary, and there are no guidelines for their use. Manufacturers are not legally required to write "manufactured on equipment or in a facility that processes peanuts and/or tree nuts" on their packaging. This means that many snacks could contain trace amounts of peanuts or tree nuts without indicating this on their labels.

**Exceptions to the list are permissible for a child with any food allergy, as long as they fall under the Peanut and Tree-Nut Free guidelines mentioned above and are first approved in writing by the School.

Northport Nursery School has developed an approved safe snack list in order to keep everyone safe. Only snacks that appear on the approved snack list are permissible in the school**. This includes snacks for birthday parties or any other celebration(s) on the school premises during school hours. **Please take note of exact brand names on our list; only these specific items are permissible.**

X_____ (Initial)

SECTION N: The Nursery School, Inc. will provide for the child from two through six years of age, regardless of race, sex, creed, color, and disability, in an environment suitable to the child's needs so that he or she may develop to the optimum in physical health, social and emotional adjustment, and mental and creative abilities.

UNDERSTANDING (SECTIONS O-T)

SECTION O: We grant permission for our child to participate in school-conducted field trips, if any, since they are essential to a well-rounded school program.

SECTION P: We also grant permission for our child, in the case of any emergency, to be given emergency medical aid when we are not available.

SECTION Q: Any failure by the School to exercise any of its rights under this agreement at Law, or equity, shall not be deemed a waiver of such rights on any other occasion.

SECTION R: Any notices to be given hereunder shall be given to the parent/guardian at the address provided for on the face page of this contract and to Northport Nursery School, Inc. at 103 Laurel Hill Road, Northport, NY 11768, by regular first class mail and certified mail return receipt requested.

SECTION S: We also grant permission to publish and display images and other depictions of our child in any media recorded for the purpose of promoting Northport Nursery School, Inc.

SECTION T: Parents and guardians further agree to and shall, indemnify, defend and save and hold Northport Nursery School, Inc., its agents, officers, directors, trustees, representatives, successors and assigns from and against, without limitation, any and all claims, losses, damages, liabilities and other matters, including attorneys fees, professional fees, costs and disbursements, which it/they may suffer or incur as a result or consequence of or in any way attributable to, without limitation, any negligent, reckless, intentional, or other acts, conduct or omissions of parents or guardians and/or his or her child as well as any breach or other violation hereof by parent(s)/guardian(s) and/or his or her child directly or indirectly.

FORCE MAJEURE

The School's duties and obligations under this Contract may be suspended indefinitely without notice during any and all periods in which the School is closed due to any force majeure events, including, but not limited to, any earthquake, tornado, fire, flooding, act of God, war, strike, governmental action, act of terrorism, epidemic, pandemic, medical emergency, state of emergency, or any other cause or event beyond the School's control. The School has developed a contingency course instruction plan to deliver remote instruction as soon as is reasonably practicable and safe under the circumstances. If such a force majeure event occurs, the Schools' duties and obligations in and under this Contract may be postponed for a period of time until the School can deliver its contingency course instruction or until such time as the School, in its sole discretion, may safely reopen. In the event that the School is closed for a period of time or must deliver course work remotely, in either case due to a cause or event under this clause, Parent acknowledges and agrees that Parent shall have no claim, right or entitlement of any kind for the return, recovery, payment or refund of any tuition, fees or other sums due, owing, paid and/or payable under this Contract and that the School is under no duty or obligation to cancel, waive, or refund any portion of the tuition, fees or other sums due, owed, paid or payable to the School under this Contract.

COVID-19 POLICY ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

We, the undersigned parent(s)/guardian(s), acknowledge and agree that, as parent(s)/guardian(s) of the Child, a student at Northport Nursery School, Inc. ("School"), that student, entering the school or being on or at the School's premises, and/or having contact and/or interaction with teachers, aides, staff, faculty, classmates, and other School staff, involves a certain degree of risk, namely of student, student's parent(s)/guardian(s) and/or other family members, and/or other persons, acquiring a communicable disease, including COVID-19, and then potentially passing it on to others, including his/her/their family members. Due to the highly contagious nature of COVID-19, the characteristics of the virus, and the proximity of students, teachers, aides, staff, faculty, classmates, and other School staff, there is an elevated risk of student contracting the disease simply by being in the building, on or at the premises of the School, or at any School activity or function. The same is true for parent(s)/guardian(s) of a student enrolled at the School. By signing below, we acknowledge and agree that after carefully considering the risks involved, and having the opportunity to discuss these risks with any other persons that we deem

necessary or appropriate, including any healthcare professional or professionals of our choosing, we voluntarily, knowingly and willingly accept and assume those risks and

acknowledge that returning to in-person classes and other in-person School activities/functions at the School is the choice of each family, including ours. If student or parent(s)/guardian(s) who visit or otherwise appear on or at the School or its premises have underlying health concerns which may place them at greater risk of contracting any communicable disease, including COVID-19, we acknowledge and agree that we will consult with a healthcare professional or professionals before student or parent(s)/guardian(s) return to the School, attend any School function, or visit or appear on or at the School or its premises for any purpose or reason. Moreover, we acknowledge that while adherence to safety and precautionary measures (which may include social distancing guidelines, facemasks, handwashing, etc.) may reduce possible exposure to the risk of contracting a communicable disease, the possibility of serious illness and/or death remains despite all efforts to reduce that risk. We do hereby accept and assume sole responsibility for any illness acquired by student or parent(s)/guardian(s) while at the School or on or at its premises for any purpose of reason or otherwise as a result of any School activity/function, including possible infection with COVID-19, as well as the potential of passing it on to others, including his/her/their family members. We further acknowledge, understand, and agree that we have obligations to the School, its faculty, teachers, aides, staff, students, and others, to take certain precautions and make certain disclosures to prevent the spread of communicable diseases such as COVID-19. More specifically, but without limitation, we agree to comply with the School’s policy regarding Covid-19, the receipt of which policy is hereby acknowledged, and all other School rules and requirements relating to communicable diseases such as COVID-19.

Signature of Parent or Legal Guardian:

Date: _____

Parent/Guardian Signature

(The signature of one parent or guardian shall be and hereby is acknowledged to be fully binding upon and to obligate the other.)