



The Hebrew Academy

22 School Road East, P.O. BOX 203, Marlboro, NJ 07746

Enrollment Contract Terms & Conditions

The undersigned Parents/Legal Guardians (hereinafter “Parent” or “Parents”) of the subject student hereby accept the offer of enrollment/re-enrollment for the subject academic school year at THA. Parents understand that this is a binding agreement between THA and Parents and is necessary so that THA may accurately plan its staff and resource needs. Parents hereby agree to comply with the following terms and conditions:

1. Enrollment is for the entire school year, and no reduction, refund, or return of tuition shall be made in the event of withdrawal, extended absence, or dismissal of a student. Parents further understand, acknowledge and agree that the costs and expenses of operating the school are fixed and established for the subject academic year and will therefore not be refunded, reduced, returned, prorated or adjusted in any manner whatsoever, in the event that THA closes for in person learning, and/or shifts to remote/virtual/on-line learning as the result of an unforeseeable event or circumstance beyond the control of THA, including, but not limited to, fire, natural disaster (including hurricane or flood), war (whether declared or not), insurrection, wildfires, earthquakes, explosions, fire, strikes and labor disputes, governmental action or emergency order (including quarantine, stay-at-home, curfew orders, or restrictions on travel or gatherings), act of terrorism, prolonged breakdown of utilities (including electricity or telecommunications), epidemic, pandemic, outbreak of infectious disease, biological contagion emergency, or any other public health situation, governmental acts, orders, or regulations, or any other event beyond the schools control. THA further reserves the right to convert to remote/virtual/on-line learning, at any time, and/or to modify, revise, amend, or change its curriculum, programs, and activities, at any time during the subject academic year, without any refund, reduction, return, proration or adjustment in tuition in any manner whatsoever, and that the decision to do so is within the sole and absolute discretion of the school.
2. A non-refundable deposit, per student, is required to be submitted with this contract. In cases of scholarship grant requests, if Parents wish to withdraw the application due to insufficient available aid, the entire deposit, less a \$150 processing fee is refundable.
3. It is understood that no records, report cards or diplomas will be released by the THA unless the student's account has been paid in full.
4. Parents understand that the balance of all payments must be received on time, in accordance with one of the following methods of payment agreed upon by the School and us: Payment in full; or enrollment in the tuition management program used by the school.
5. If the School takes legal action to recover a deposit, or any tuition owed, Parents agree to pay the school's reasonable attorney's fees and costs. Parents further understand that the deposit and tuition are non-refundable, except as may be provided in this contract and that no reduction or return of tuition shall be made in the event of withdrawal, extended absence, dismissal, or closure. Additionally, in the event of a non-adjudicative settlement of litigation or a resolution by arbitration, Parents shall also pay the school's reasonable attorney's fees and costs.
6. This contract, the subject Terms and Conditions, the deposit, the Tuition and Fees Schedule, and the terms of the SMART Tuition Management Program, if applicable, constitute the entire

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agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this contract, whether oral or written.

7. A student is accepted for enrollment or re-enrollment when this contract has been signed electronically or by hand by Parents, returned to school, and the deposit paid in full, and, countersigned and dated, electronically or by hand by the school.

8. Successful completion of the current academic year and recommendation of THA is required for re-enrollment of currently enrolled students.

9. Parents understand that THA has no obligation or authority to enforce custody or parental visitation issues without court documents to support it, and that the school reserves the right to contact the appropriate authorities should issues of this type arise. Parents further agree to hold the school harmless for any contact related thereto.

10. Students are selected for admission to THA on the basis of academic potential, developmental maturity, school achievement, and readiness for the school's programs. Where appropriate, testing is used as a tool to provide information to assist in the assessment of a candidate. In all cases, THA retains the right to determine, in its sole and absolute discretion, whether or not to select a student for admission, or to re-enroll a student. The Head of School has ultimate authority and sole and absolute discretion in the decision of whether or not to admit or re-enroll a student.

11. THA reserves the right, upon notice, to dis-enroll, or remove a student, at any time, for (i) administrative and/or disciplinary reasons, or (ii), if the student's actions, conduct, or influence, on or off campus, are not in keeping with the School's standards, or, (iii), based upon the conduct of a Parent or another adult and its is understood and agreed that the decision to do so is within the sole discretion of the Head of School, In any of such events, there shall be no refund, reduction, return, proration or adjustment of tuition in any manner whatsoever, and any unpaid balance is due and payable in full, at that time.

12. As noted, this contract provides that Parents remain liable for the payment of the full year's tuition in the event of a student (s) withdrawal, extended absence or dismissal.

However, under the circumstances provided below, all, or a portion of tuition may be refunded or forgiven:

In the event that a student withdraws from THA on or before May 30 of the subject school year, then: (i) any pre-paid tuition for that year will be refunded; (ii) the Enrollment Agreement will be terminated; and, (iii) the parties will thereafter have no further liability to one another.

After May 30, pro-rata tuition forgiveness will be made in the event of the early withdrawal of a student(s) from THA during the subject academic year only for the following reasons:

- Catastrophic student/parent illness or death.
- Relocation outside of a 50 mile radius of THA campus.
- Inability to accommodate a special need of the student.

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Forgiveness of tuition for other than the above reasons shall be as follows:

- Withdrawal between June 1 - August 31: 70%
- Withdrawal between September 1 - September 30: 55%
- Withdrawal between October 1- October 31: 50%
- Withdrawal between November 1 - December 31: 35%
- No forgiveness shall be made for a withdrawal on or after January 1st of the school year.

Tuition forgiveness does not include the refund of any deposit monies, financial aid, application fees, PTO dues or the cost of school supplies but does include 8th grade Israel trip escrow monies, building fund and scholarship fundraising contributions, and pre-paid bussing and Kids' Care fees.

13. This contract is construed under the laws of the State of New Jersey.

14. Parents have reviewed all pages of this contract and agree to abide by its terms and conditions and all materials incorporated into it, if any. The obligation of each person signing this contract is joint and several.

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