

LAKE OSWEGO SCHOOL DISTRICT
FEE FOR SERVICE
FULL-DAY KINDERGARTEN CONTRACT
2012-2013 School Year

Name of Child: _____ D.O.B. _____

Resident Elementary School: _____

Pursuant to this contract, the undersigned parent or guardian (the "Parent") of the above listed child (the "Student") agrees to make payment to Lake Oswego School District (the "District") in consideration of such Student being enrolled in a full-day kindergarten program, as indicated on page 6 of this contract. The undersigned agrees and understands that the District has no legal obligation to provide the Student a full-day kindergarten program and that in consideration of the Parent signing this contract, and in reliance thereon, the District will hire, at its expense, additional teaching staff to provide full-day kindergarten at school (the "Program").

Because the District commits to certain cost obligations on behalf of children that enroll in the Program, Parent understands that **this contract is binding on Parent** upon execution and delivery of this contract to the District even if the Student, for whatever reason, withdraws from the Program. Parent understands that the District shall have no obligation and will not provide the Program unless a minimum of 20 full fee-paying students enroll in either the first choice or alternate school site selected by the parent above. In the event there are insufficient enrollees and the District cancels the Program, this contract will be null and void.

The fee for participation in the additional half-day of kindergarten Program shall be \$3,275 for the school year spread over nine months, subject to adjustment as provided herein. Payments of \$350 shall be made on the first day of each month, commencing on September 1, 2012, with the final payment due on May 1, 2013. A non-refundable deposit of \$125 shall be submitted with the contract and, upon enrollment in the Program, will be applied to the Program fee. Please contact your school principal regarding the start date for kindergarten students, conference days, and other staff development days that would affect kindergarten student attendance. There is no fee reduction due to inclement weather or other school closures.

The Lake Oswego School District admits students to all the rights, privileges, programs and activities generally accorded or made available to all students in the schools. It does not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, marital status, age, or disability in administration of its educational policies, admission policies, athletic programs, or in any other way.

State law requires that resident students who qualify for free or reduced lunch under the Federal Lunch Program, or who are in Services to Children and Families (SCF) placement, are not required to pay the participation fee. Students who qualify for a fee waiver or reduction are subject to the same enrollment requirements as all other applicants, i.e. lottery and first-come, first-served. Non-resident students are not eligible for a fee waiver or reduction.

Filing of a completed contract consists of the following:

1. Proper completion and execution of the contract by Parent
2. One of the following:
 - a. Payment of a non-refundable deposit of \$125; to be applied to the Program fee, or
 - b. Application for Fee Waiver or Reduction. (No late applications will be accepted unless a verifiable event has subsequently occurred.)

Notwithstanding the completion of the 2011-2012 Application for Fee Waiver or Reduction, an updated application must be completed when it becomes available at the start of the 2012-2013 school year and shall determine whether a Student continues to qualify for a fee waiver or reduction. If the 2012-2013 application indicates the Student does not qualify for free participation in the program, at that time, the Student shall be subject to the same enrollment rules as other full-payment enrollments, and the Parent shall pay the fee within 7 days of receiving notice of the request for payment. Failure to make the payment by the required date will result in Student expulsion from the Program until payment of all fees is brought current.

If there are more Student applications than available slots for the Program, the District will maintain a waiting list by selection during the lottery process and/or date of application received. A waiting list will be established including both fee-paying and free-participation eligible Students. If vacancies occur during the school year, Students will be admitted into the program based on the established wait list.

Parent hereby understands that the District reserves the right to take such action under law as it deems necessary to collect fees under this contract, including, but not limited to, denying attendance in the full-day portion of the Program. If a fee payment is not received by the 5th day of the month of payment, commencing on the next school day the Student may not be allowed to attend the Program until payment of fees is made current. Exclusion from the Program for failure to pay fees does not release or diminish the obligation of Parent to pay the participation fee. The District shall have no right to deny the Student the regular non-fee half-day portion of kindergarten based on any failure of Parent to perform its obligations hereunder.

Parents will be assessed with a late fee of \$25.00 (if later than 30 days) and a separate additional fee of \$35.00 per NSF item for checks or ACH direct payment returned due to non-sufficient funds or credit card payment rejection (unless caused by bank or district error).

This contract does not create any additional rights for the Student or his/ her Parent, other than attending the Program, nor does it create any additional obligations or responsibilities for the District, other than providing the full-day kindergarten Program described herein. The District retains all rights with respect to the discipline and education of the Student and expressly retains the right to suspend or expel the Student from the Program for any cause permitted for suspension or expulsion of the Student from the regular half-day kindergarten program.

In the event the District terminates the Program or if your child is not selected for placement through the lottery or wait list, the \$125 deposit will be refunded and this contract will be rendered null and void.

Additional Tuition Guidelines for In-District, Special Services Students:

After completion of the application process, a District-wide team will review the plans (IEP, 504, TAG, ELL) of all incoming students to determine how the plans will be implemented in the Lake Oswego School District. The team will include the building principal(s) where the student(s) will be attending, the affected area director(s) (elementary or secondary), the department director(s), if applicable, and the coordinator (ELL, 504, or TAG) or a special education teacher representative from the school(s) where the student(s) will be attending.

If the team determines that a meeting is necessary, the appropriate team (IEP, 504, TAG, ELL) will convene in accordance with state and federal law. The District team will make a final determination as to whether any additional tuition will be assessed to cover costs related to the implementation of a student's plan. If the District team determines that a meeting is needed, that meeting will occur prior to a cost determination being made. The tuition cost difference/differential will be given to the applicant for consideration.

Tuitioning-in is wholly optional. FAPE is developed and provided by the District within the regular half-day kindergarten program.

Please check the appropriate box:

- Enclosed is a check for the deposit of \$125. I agree to pay the monthly participation fee by check or cash.
- Enclosed is a check for the deposit of \$125. I agree to pay the monthly participation fee with an automated ACH debit to my bank account. I have filled out and signed page 4 of this contract.
- Enclosed is a check for the deposit of \$125. I agree to pay the monthly participation fee with VISA or MasterCard. I have filled out and signed page 5 of this contract.
- Enclosed is the completed 2011-2012 Application for Fee Waiver or Reduction. I understand that an updated application must be completed when it becomes available at the start of the 2012-2013 school year and that subsequent application shall determine whether a Student continues to qualify for a fee waiver or reduction.

I understand that if I decide to terminate my Student's enrollment for any reason, I am responsible for fulfilling the financial term of the contract unless the District is able to fill the vacated spot with another Student.

SIGNED AND DATED the date set forth below:

Date: _____
Parent Name(s): _____
Signature: _____
Address: _____
City, State, Zip: _____
Home Phone: _____ Cell Phone: _____
Email: _____
Student Name: _____
Does student have an ISP or IEP? Yes* No *Refer to guidelines on page 2

Responsible Party if other than above:

Date: _____
Printed Name: _____
Signature: _____
Address: _____
City, State, Zip: _____
Home Phone: _____ Cell Phone: _____
Email: _____

| For Office Use Only | | | |
|---|--|-------------------------------|-------------------------------------|
| Received: | <input type="checkbox"/> Check # _____ | <input type="checkbox"/> VISA | <input type="checkbox"/> MasterCard |
| Date: _____ | Received by: _____ | | |
| Lottery: <input type="checkbox"/> 1 <input type="checkbox"/> 2 #: | _____ | Program Placement: | _____ |

LAKE OSWEGO SCHOOL DISTRICT
FEE FOR SERVICE, FULL-DAY KINDERGARTEN
2012-2013

**USE OF VISA/MASTERCARD
FOR PAYMENT OF PARTICIPATION FEE**

IMPORTANT – FILL OUT AND RETURN ENTIRE FORM

I, the undersigned, give the District permission to charge my credit card monthly for the participation fee for the Fee-for-Service, Full-Day Kindergarten Program. I understand that The District will charge the fee on the 5th of each month beginning in September and ending in May (9 months).

I will pay \$3,275 in fees for the 2012-2013 school year. Upon enrollment in the Program, the initial deposit of \$125 will be applied to the Program fee and I will be charged \$350 per month beginning in September and ending in May (9 months) to complete the contract.

Pursuant to the Fee for Service, Full-day Kindergarten contract, I agree to this in consideration of my Student being enrolled in a Full-Day Kindergarten Program in the Lake Oswego School District during the entire 2012-2013 school year.

Date: _____

Printed Name: _____

Signature: _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Credit card information:

Cardholder's Name: _____

Billing Address: _____

City, State, Zip: _____

Card Type: VISA MasterCard

Card Number: _____ Expiration Date: _____

Cardholder's Signature: _____

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FULL-DAY KINDERGARTEN CONTRACT
2012-2013 School Year

Name of Child: _____

Resident Elementary School: _____

I understand that the District will operate a Full-Day Kindergarten Program in any of the six elementary schools that attains a minimum of 20 full fee-paying students (subject to provisions listed on page 1 of this contract). I further understand that a Program may not be located at my resident elementary school and agree to enroll my child in one of the following elementary schools; listed in priority order with 1 being first choice and 6 being last choice:

_____ Forest Hills Elementary

_____ Hallinan Elementary

_____ Lake Grove Elementary

_____ Oak Creek Elementary

_____ River Grove Elementary

_____ Westridge Elementary

Mail completed contract and deposit to:

Lake Oswego School District
P.O. Box 70
Lake Oswego, Oregon 97034
Attn: Kelli Cranston

OR

Deliver completed contract and deposit to:

Lake Oswego School District
District Administration Building
2455 Country Club Rd.
Lake Oswego, Oregon 97034

Please do not return completed contract to your resident school.