



**AGREEMENT for FULL-DAY, FEE-FOR-SERVICE KINDERGARTEN**  
**through**  
**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**  
**for the**  
**2008-2009 SCHOOL YEAR**

This Agreement is between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) and \_\_\_\_\_ (“Parent/Guardian”) on behalf of \_\_\_\_\_ (“Student”). This Agreement states the terms and conditions for attendance at full-day, fee-for-service kindergarten (“Program”) at the following school: \_\_\_\_\_.

**District and Parent/Guardian agree as follows:**

**1. Definitions.**

- A. Full-day, Fee-for-Service Kindergarten. A District program that requires the Parent/Guardian to pay tuition for the second half of the school day.
- B. Tuition Waiver. Student is eligible for a tuition waiver if: the student is eligible for “Free & Reduced-Priced Lunch, ” the school has space available, and the student resides within the PPS district boundary.
- C. Free & Reduced-Priced Lunch. Federal program offering school lunch discounts based on income guidelines.
- D. Neighborhood Student. A District student attending his/her assigned neighborhood school.
- E. Intra-District Transfer Student. A PPS District student attending a school other than his/her assigned neighborhood school.
- F. Inter-District Transfer Student. A student from another school district attending a PPS District school on an approved Inter-District transfer.
- G. Slots. Available spaces for students in a school.

**2. Term of Agreement.** This Agreement is effective for the 2008-2009 School Year calendar as adopted or amended by the Portland Public Schools Board of Education.

**3. Parent/Guardian expressly recognizes the following conditions of this Agreement by initialing the blank next to each statement:**

- \_\_\_\_\_ A. District has no legal obligation to provide Student more than a half day of service.
- \_\_\_\_\_ B. Tuition payments are non-refundable.
- \_\_\_\_\_ C. District may increase or decrease tuition payments. District must notify Parent/Guardian in writing of any such adjustments at least 30 days before their effective date.
- \_\_\_\_\_ D. District may cancel and/or terminate any and all services if deemed necessary by District.
- \_\_\_\_\_ E. District may remove any student from the Program if tuition payment is in arrears.
- \_\_\_\_\_ F. If Student withdraws from the Program for any reason, no portion of the tuition payment for the month in which Student withdraws shall be refunded. Notwithstanding this, District must refund to Parent/Guardian any tuition payments made for months beyond that month in which Student withdrew.
- \_\_\_\_\_ G. This Program is tuition-supported. If there are insufficient tuition-paying families to cover its costs, District may discontinue the Program. If the Program is discontinued, District will return administrative fees to Parent/Guardians, and the above-listed school will offer only a half-day, no-fee kindergarten program.

**4. Tuition.**

- A. Tuition Amount. Tuition is \$2,880 for the 2008-09 School Year, or \$320 per month, September through May.
- B. Tuition Payment Schedule. Payments are due by the fifth day of each month at the rate listed in Section 5 below. Parent/Guardian must select a payment method from the options in Section 5.
- C. Tuition Collection/Delinquency. Payments are considered past due on the 10<sup>th</sup> day of each month. District reserves the right to take appropriate action to collect tuition amounts in arrears.
- D. Consequences for Failure to Make Tuition Payment
  - i. Neighborhood Student. On the first school day following the 10<sup>th</sup> day of the second month of failing to pay tuition, Student will not be allowed to participate in the Program. Student may continue to attend the half-day kindergarten session at the school location.

- ii. Intra-District Transfer Student. On the first school day following the 10<sup>th</sup> day of the second month of failing to pay tuition, Student will not be allowed to participate in the Program. Student must return to his/her neighborhood school to attend a half-day session unless the principal of the transfer school allows Student to remain enrolled in the half-day session at the transfer school.
- iii. Inter-District Transfer Student. On the first school day following the 10<sup>th</sup> day of the second month of failing to pay tuition, Student will not be allowed to participate in the Program. Student must return to his/her resident district unless the principal of the transfer school allows Student to remain enrolled in the half-day session at the transfer school for the balance of the school year.

**5. Payment Plans.** Families qualifying for Free or Reduced Lunch pay no tuition.

Fees	Monthly Costs	# of Service Months	Total	Method of Tuition Payment (forms attached)
<input type="checkbox"/> Tuition Rate	\$320	9 (Sept – May)	\$2,880	<input type="checkbox"/> Personal Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Auto Withdrawal  <b>Method of Admin. Fee Payment</b> <input type="checkbox"/> Personal Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Auto Withdrawal
<input type="checkbox"/> Administrative fee (\$100)	\$100	1	\$100	
<b>Eligibility for tuition reduction</b>				
<input type="checkbox"/> Family agrees to submit completed 2008-09 Eligibility Based on Income application (Free and Reduced Lunch) and Release form. Forms will be sent to families in July. Results letters will be sent in August.	(To be completed by District) Eligibility Results <input type="checkbox"/> Full pay (doesn't qualify for tuition reduction) <input type="checkbox"/> Free (qualifies for Free or Reduced-priced lunches)			
<b>FINAL TUITION</b>				

**6. Termination.** District has the right to terminate this contract with 30 days' written notice. In the unlikely event that the District cannot offer tuition-based full-day kindergarten in the 2008-2009 school year, the full administrative fee will be refunded and this contract will be terminated.

**7. Mutual Indemnification.**

Parent/Guardian shall defend, indemnify, and hold harmless ("Indemnification") District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorneys' fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Parent/Guardian, its officers, employees, agents, or subcontractors related to Parent/Guardian's performance under this Agreement. Parent/Guardian's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Parent/Guardian's Indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Parent/Guardian in writing of any such claim or demand to indemnify and shall cooperate with Parent/Guardian in a reasonable manner to defend such claim.

**8. No Additional Rights.** This Agreement does not create any additional rights for Student or Parent/Guardian other than those described herein. This Agreement does not create any additional District duties other than those described herein. District retains all its rights relating to Student's education and discipline and expressly retains its right to suspend or expel Student from the Program for any cause permitted under District disciplinary policies and directives.

**9. Controlling Law and Venue.** Any dispute under, or related to, this Agreement shall be governed by Oregon law, and any legal action arising out of this Agreement shall be conducted in Multnomah County, Oregon.

- 10. Entire Agreement; Amendments.** When signed by both parties, this Agreement and its attachments is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous, oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein. The Parties may amend this Agreement only in writing.
- 11. Notices.** All notices or demands of any kind required or desired to be given by District or Parent/Guardian must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the address below.

I have read and understand this Agreement. I certify that I have the authority to sign and enter into this Agreement, and I agree to be bound by its terms. I further certify that Student is a  Neighborhood Student (resident),  Intra-District Transfer Student (resident)  Inter-District Transfer Student (non-resident).

**PARENT/GUARDIAN SIGNATURE  
AND CONTACT INFORMATION**

**Parent/Guardian 1**

\_\_\_\_\_  
Parent/Guardian 1 Printed Name

\_\_\_\_\_  
Parent/Guardian 1 Signature and Date

\_\_\_\_\_  
Address, City, State, ZIP

\_\_\_\_\_  
Telephone(s)

**Parent/Guardian 2**

\_\_\_\_\_  
Parent/Guardian 2 Printed Name

\_\_\_\_\_  
Parent/Guardian 2 Signature and Date

\_\_\_\_\_  
Address, City, State, ZIP

\_\_\_\_\_  
Telephone(s)

**DISTRICT SIGNATURE  
AND CONTACT INFORMATION**

\_\_\_\_\_  
Gregory C. MacCrone  
Deputy Clerk

\_\_\_\_\_  
Date

Portland Public Schools  
P.O. Box 3107  
Portland, Oregon 97207-3108  
ATTN: Office of Student, Family  
& School Support

503.916.3230