

AVON LAKE CITY SCHOOLS CONTRACT FOR ALL DAY KINDERGARTEN

This Contract is made this _____ day of _____, 2008, by and between the Avon Lake City School District Board of Education, 175 Avon Belden Road, Avon Lake, Ohio 44012 (hereinafter "Board of Education") and _____, _____, Avon Lake, Ohio 44012 (hereinafter "Parent(s)/Legal Guardian").

WHEREAS, the Board of Education is not required by Ohio law to establish a mandatory program of all-day kindergarten for students attending the Avon Lake City School District; and

WHEREAS, the Board of Education has by Resolution established for an all day kindergarten program for a payment of a fee by those parents/legal guardians who want to enroll their children in an all day kindergarten program; and

WHEREAS, the above named parents/legal guardians are desirous to enroll their child(ren) in the all-day kindergarten program within the Avon Lake City School District and fully understand that it is their responsibility to pay, any and all fees established by the Board of Education for the opportunity to enroll _____ in the all day kindergarten program.

NOW THEREFORE, the Board of Education and Parent(s)/Legal Guardian(s) enter into the following Contract for All Day Kindergarten.

1. That the Parent(s)/Legal Guardian(s) shall pay to the Treasurer of the School District a yearly amount in the sum of \$2,400.00, as established by the Board of Education for the school year in which the child(ren) is enrolled. The Parent(s)/Legal Guardian(s) agree to pay the amount owed in four (4) equal installments. The first installment in the amount \$600.00 shall be paid on or before May 23, 2008. The second installment in the amount of \$600.00 shall be paid on or before September 1, 2008. The third installment in the amount of \$600.00 shall be paid on or before December 1, 2008. The fourth installment in the amount of \$600.00 shall be paid on or before March 1, 2009.
2. That Parent(s)/Legal Guardian(s) hereby agree and understand that should any payment not be made on or before the date required or should any outstanding balance be unpaid for more than thirty (30) calendar days, then the child(ren) may not be entitled to remain enrolled in the all day kindergarten program and said child(ren) may then be re-assigned to a half-day kindergarten program. The effective date of removal from the All Day Kindergarten Program to a Half-Day Kindergarten class shall be given in writing and mailed (with a certificate of mailing) to the address listed on the school forms.
3. That the Parent(s)/Legal Guardian(s) hereby agree and acknowledge that payment of or collection of any unpaid monies due and owing does not automatically provide for re-instatement of the child(ren) removed from the All Day Kindergarten Program. The Administrator in charge of the All Day Kindergarten Program shall have and make the final determination of whether the child(ren) shall be re-enrolled into the All Day Kindergarten Program.

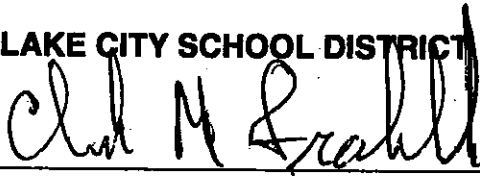
4. That the Parent(s)/Legal Guardian(s) for himself/herself, heirs, successor and assigns, in the event of default hereunder, hereby waives all exemption laws of the State of Ohio, or any other state or territory of the United States insofar as the laws of such state or territory permit, and hereby irrevocably authorizes, under authority of ORC § 2323.13, any attorney at law to appear in any court of record in the State of Ohio, or elsewhere, where the parent(s)/legal guardian(s) resides, signed this contract, or can be found, after the obligation evidenced hereby, or any part thereof, becomes due and unpaid, and waives the issuance and service of process and confess judgment against the undersigned in favor of the Avon Lake City School District Board of Education for the amount then appearing due on this Contract, together with the costs of suit, and thereupon to release all errors and waive all right of appeal and stay of execution.

5. The Board of Education adopted a resolution stating the sliding scale for All-Day Kindergarten Tuition.

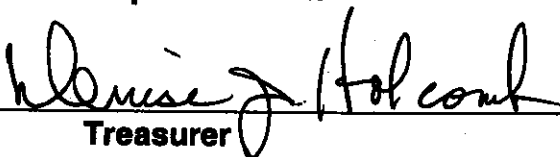
If eligible for Free Lunch	50% of fee
If eligible for Reduced Lunch	75% of fee
All others	100% of fee

WARNING- BY SIGNING THIS PAPER AND CONTRACT YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGEEMENT, OR ANY OTHER CAUSE.

AVON LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION

By 
 President

By 
 Superintendent

By 
 Treasurer

PARENT(S)/LEGAL GUARDIAN(S)

WITNESS

 Parent(s)/Legal Guardian

 Parent(s)/Legal Guardian
