

**AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN LAKESIDE JOINT SCHOOL DISTRICT
AND CAMPBELL UNION SCHOOL DISTRICT**

This Agreement for Educational Services (“Agreement”) is made and entered into as of July 1, 2017 (“Effective Date”), by and between the Lakeside Joint School District (“Lakeside”) and the Campbell Union School District (“Campbell”), collectively the “Parties.”

RECITALS

- A. **WHEREAS**, Lakeside is a public school district existing under the laws of the state of California; and
- B. **WHEREAS**, Lakeside desires that Campbell provide educational services to Lakeside sixth through eighth grade students; and
- C. **WHEREAS**, Campbell is willing to provide such educational services to Lakeside’s sixth through eighth grade students at its Rolling Hills Middle School under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

- 1. **Purpose.** The purpose of this Agreement is to set out the Parties’ respective obligations with regard to the enrollment of sixth through eighth grade Lakeside students in Campbell’s Rolling Hills Middle School for the term of this Agreement.
- 2. **Not an Agreement for Interdistrict Attendance.** This Agreement is not an agreement between the Parties for the interdistrict attendance of students pursuant to Education Code section 46600 *et seq.* As such, the Parties agree that Campbell has no obligation to provide educational services to any Lakeside student in accordance with this Agreement beyond its expiration or termination thereof. Lakeside will inform parents/guardians of students attending school under this Agreement that this student(s) will not be entitled to attend RHMS after the expiration of this Agreement or any successor agreement.
- 3. **Term.** The term of this Agreement (“Term”) shall commence on the date upon it is fully executed by both Parties and shall terminate on July 1, 2018. This Agreement is subject to termination during the Term as specified by law or as otherwise set forth herein.
- 4. **Condition of Attendance.** All sixth through eighth grade residents of Lakeside may attend Rolling Hills Middle School, except as otherwise set forth in this Agreement.

5. Funding and Payment.

a. During each school year during the Term of this Agreement, Lakeside shall pay to Campbell the equivalent of the then-current Campbell Base Revenue Limit per ADA amount times the number of Lakeside students receiving educational services from Campbell under this Agreement (“Funding”).

b. Funding shall be divided equally into two payments which shall be paid in December and April of each year during the Term of this Agreement. A final adjustment of the Funding owed shall be made in August of the following year after the Property Tax Report is calculated.

c. Funding for special education students is addressed herein at Section 10, Special Education.

6. Applicable Rules and Policies; Calendar. Students who reside in Lakeside attend Rolling Hills under this Agreement shall be subject to all Campbell rules, regulations, and policies, including but not limited to those pertaining to graduation requirements, summer school, curriculum, and student discipline. Rolling Hills uses the Campbell school calendar.

7. Educational Authority. Except as otherwise expressly set forth in this Agreement, Campbell shall have all educational decision-making authority with regard to students who reside in Lakeside but attend Rolling Hills under this Agreement. This authority includes, but is not limited to: course scheduling; grading; and student discipline, including but not limited to suspension and expulsion.

8. Expulsion. In the event that Campbell expels a student who resides in Lakeside but attends Rolling Hills under this Agreement, Lakeside shall thereafter be responsible for providing and funding any services to which that student may be entitled.

9. Enrollment Estimate. By May 1, 2017, Lakeside shall provide Campbell with an initial estimate of the number of sixth grade Lakeside students who will be enrolling in Rolling Hills Middle School for the 2017-2018 school year. Lakeside shall provide Campbell with an updated estimate no later than June 1, 2017.

10. Special Education.

a. Representatives from Campbell shall be invited to the individualized education program (“IEP”) team meetings held for students in the fifth grade at Lakeside who plan to attend RHMS for the next school year. Campbell’s representatives shall be full, participatory members of the IEP team. Representatives from Lakeside shall be invited to the IEP and Section 504 team meetings held for Lakeside students attending Rolling Hills. Lakeside’s representatives shall be full, participatory members of the IEP team.

b. Campbell shall be responsible for the provision of all special education and Section 504 programs, services and supports for residents of Lakeside enrolled in Rolling Hills, except as set forth in Section 8.c and 8.d, below.

c. Lakeside shall be responsible for the provision of all special education and Section 504 programs, services and supports for residents of Lakeside enrolled in Rolling Hills under this Agreement who require programs, services, or supports that Campbell does not have available at Rolling Hills or that cannot be provided at Rolling Hills. Such programs, services and supports may include, but are not limited to, home and hospital instruction, placement in a nonpublic school, and services provided by a nonpublic agency.

d. If a special education student who resides in Lakeside attends school at Rolling Hills under this Agreement, the student shall be deemed a student of Campbell for purposes of state and federal funding, including calculation of average daily attendance (ADA). Lakeside shall reimburse Campbell for Campbell's actual special education costs in providing special education and/or Section 504 services that exceed current Campbell's Base Revenue Limit, as set forth in Exhibit A. Lakeside shall reimburse Campbell for all costs of transporting special education students from Lakeside to Campbell. Lakeside shall pay such reimbursements within 60 days of receipt of an invoice from Campbell. If a special education student does not attend school at Rolling Hills pursuant to paragraph 8.c above, the student shall be deemed a student of Lakeside for purposes of state and federal funding, including calculation of average daily attendance.

e. All costs for special education and Section 504 due process hearings, complaints and litigation or other legal proceedings for students who reside in Lakeside but are enrolled in Rolling Hills under this Agreement shall be paid by Lakeside.

11. Litigation. Except as otherwise provided in this Agreement, in the event of litigation concerning any student who resides in Lakeside but attends Rolling Hills under this Agreement, including but not limited to requests for due process hearings before the California Office of Administrative Hearings, complaints with the Office of Civil Rights and/or California Department of Education against Campbell and/or Lakeside, then Campbell and Lakeside shall cooperate in the preparation for defense against such litigation. Lakeside will be solely responsible for the fees and costs of defending against such litigation.

12. Indemnification.

a. Campbell shall defend, indemnify, and hold harmless Lakeside and its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from Campbell's performance of, or failure to perform, its obligations under this Agreement, except to the extent that such claim or liability arises from Lakeside's wrongful or negligent acts or omissions.

b. Lakeside shall defend, indemnify, and hold harmless Campbell and its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from Lakeside's performance of, or failure to perform, its obligations under this Agreement except to the extent that such claim or liability arises from Campbell's wrongful or negligent acts or omissions.

c. Notwithstanding sections 12.a and 12.b above, Lakeside shall defend, indemnify, and hold harmless Campbell from any claims, demands, actions, suits, losses, liability, expenses and costs arising from challenges to the legality of all or part of this Agreement.

13. Transportation. Campbell shall have no obligations and shall not be responsible for the cost of providing transportation to Lakeside students attending Rolling Hills under this Agreement.

14. Termination. Either Party may terminate this Agreement with or without cause, at the end of any school year during the Term of this Agreement. The terminating Party must provide written notice to the other party no later than May 1 of the school year after which this Agreement shall be terminated (e.g., if the Agreement will be terminated at the end of the 2017-2018 school year, notice must be provided by May 1, 2017.)

15. Execution of other Documents. Each Party agrees to cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

16. Construction. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

17. Governing Law; Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Santa Clara County, subject to any motion for transfer of venue.

18. Amendments. Any change, modification, or addition to this Agreement must be in writing and signed by all Parties.

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not

contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement and its attachments.

20. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

21. Execution in Counterparts. This Agreement may be signed in counterparts such that signatures appear on separate signature pages. A copy, facsimile transmission, or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

22. Board Approval/Ratification. Effect of this Agreement is contingent upon approval or ratification by the Governing Boards of both Parties.

CAMPBELL UNION SCHOOL DISTRICT _____ Name: Title: Date:	LAKESIDE JOINT UNION SCHOOL DISTRICT _____ Name: Title: Date:
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