

EDUCATIONAL SERVICES AGREEMENT
BETWEEN [STUDENT'S HOME SCHOOL] AND CART

This ~~agreement~~ Education Services Agreement ("Agreement") is made and entered into by and between ~~Fresno Adventist Academy ("Academy")~~ [STUDENT'S HOME SCHOOL] ("SCHOOL") and the Center for Advanced Research and Technology ("CART").

WHEREAS, ~~CART is created~~ has been established by Clovis Unified School District ("CUSD") and Fresno Unified School District ("FUSD") according to a Joint Exercise of Powers Agreement, pursuant to California Government Code section 6500 et seq.; and

WHEREAS, CART has been established to better prepare high school graduates to compete for jobs, increase the proficiency of articulation to higher education, and enhance student abilities to function in an increasingly technological society; and

~~WHEREAS, CART has been established as a Charter School pursuant to California Education Code section 47600 et seq.; and~~ WHEREAS, SCHOOL desire to make the CART educational program available to its students.

~~WHEREAS, students of the Academy will attend instruction at the Academy for partial days and attend CART for partial days to meet their instructional needs and plans; and to meet the full-time day requirements set forth in Education Code section 48222 (Attendance in Private School).~~

NOW THEREFORE, in consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed by and between the parties as follows:

1. Recitals. All of the above recitals are true and correct.

2. Scope of Services.

- a. AcademySCHOOL students who wish to attend CART may do so provided that CART is not at full capacity with respect to students from ~~Clovis Unified School DistrictCUSD~~ and ~~Fresno Unified School DistrictFUSD~~. If CART has limited capacity to enroll additional students, enrollment of ~~Academy additional~~ students at CART shall be determined by a random drawing ~~to be conducted by Academy from all non-CUSD and non-FUSD students~~. CART and the AcademySCHOOL shall not discriminate on the basis of race, gender, disability or any other protected status as to the enrollment of AcademySCHOOL students at CART.
- b. AcademySCHOOL students ~~attending~~ will attend instruction at the SCHOOL for a portion of each day and attend instruction at CART ~~shall for a portion of each day to~~ meet the full-time instructional day requirements set forth in the Education Code ~~section 48222~~. To the extent that AcademySCHOOL students do not meet those requirements at CART, AcademySCHOOL shall provide AcademySCHOOL students with additional required instruction and services. Specifically, AcademySCHOOL agrees that it shall provide instruction to AcademySCHOOL students and shall be responsible for ensuring that each AcademySCHOOL student

Formatted: Font: Not Bold

Formatted: Indent: First line: 0.5"

Formatted: Right: 0.8", Bottom: 0.56"

who attends CART meets the minimum full-time instructional day as set forth in the Education Code section 48222.

- c. The AcademySCHOOL shall provide administrative services, including, but not limited to, record keeping and all disciplinary actions as to AeademySCHOOL students attending CART to the same degree as to other AeademySCHOOL students. CART shall cooperate with AeademySCHOOL as to all record keeping and disciplinary actions involving AeademySCHOOL students.
- d. To the extent that any AeademySCHOOL student who is attending CART requires special education or related services, those services and any required assessment, equipment or accommodation shall be provided and all costs related thereto shall be funded by AeademySCHOOL and/or the student's district of residence, and not by CART.
- e. The AeademySCHOOL shall provide transportation to AeademySCHOOL students for travel between CART and the AeademySCHOOL. CART shall provide transportation to AeademySCHOOL students with respect to CART-sponsored events and activities to the same degree as it provides to other students who are attending CART.
- f. The AeademySCHOOL shall comply with all CART board policies and administrative regulations as they apply to AeademySCHOOL students attending CART.
- g. AeademySCHOOL students attending CART shall be considered students of AeademySCHOOL for all purposes except as set forth herein.

Formatted: Indent: Hanging: 0.38"

- 3. Duration. The term of this Agreement shall be for a period of one (1) year, commencing July 1, ~~2006~~2009 and terminating June 30, ~~2007~~2010. Subject to space availability, unless written notice of termination is given to the other party on or before January 31st of any given year, this Agreement shall renew automatically for an additional one-year term, July 1st to June 30th. Notice shall be delivered to the individuals at the addresses shown below.
- 4. Savings Clause. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 5. Revenue to be Forwarded to CART. AeademySCHOOL agrees to pay CART an amount equal to \$2,934.00\$ per academic year for each AeademySCHOOL student attending CART based on the average revenue limit for students in Fresno County. If an Academya SCHOOL student attends CART for only a portion of the school year, AeademySCHOOL agrees to pay CART a prorated amount based on the student's total months of attendance. Payment must be received by CART by [date] each year.

6. ~~Audit and Inspection.~~ Accounting of revenues conducted pursuant to this Agreement shall be subject to the audit and/or inspection of any other party to this Agreement upon ten (10) days written notice to the other party.

7. ~~Assignment.~~ This Agreement is made by and between CART and the ~~Academy~~SCHOOL and any attempted assignment by either of them, their successors or assigns shall be void unless approved in writing by all parties.

87. Captions. The ~~clause~~ headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they ~~app~~pertain.

Formatted: Font: 12 pt

Formatted: Normal

98. Indemnification and Hold Harmless Obligations.

a. ~~Obligations of Academy.~~ ~~Academy~~SCHOOL. SCHOOL shall indemnify and hold harmless CART, Fresno Unified School District, Clovis Unified School District and their respective trustees, officers, employees, agents and volunteers from and against all claims, lawsuits, damages, losses, expenses and all other liabilities, including reasonable attorney fees and costs and damages to CART facilities, property or equipment, relating to this Agreement that are proximately caused by any alleged or actual act, omission or willful misconduct by ~~Academy~~SCHOOL and/or its trustees, officers, employees, agents, volunteers, students or anyone for whose acts ~~Academy~~SCHOOL may be liable. ~~Academy's~~SCHOOL'S obligation under this paragraph does not extend to any act, omission or willful misconduct proximately caused by CART, Fresno Unified School District, Clovis Unified School District and/or their respective trustees, officers, employees, agents, volunteers and students.

b. Obligations of CART. CART shall indemnify and hold harmless ~~Academy~~SCHOOL and its trustees, officers, employees, agents and volunteers from and against all claims, lawsuits, damages, losses, expenses and all other liabilities, including reasonable attorney fees and costs, relating to this Agreement that are proximately caused by any alleged or actual act, omission or willful misconduct by CART and/or its trustees, officers, employees, agents, volunteers, students or anyone for whose acts CART may be liable. CART's obligation under this paragraph does not extend to any act, omission or willful misconduct proximately caused by ~~Academy~~SCHOOL and/or its trustees, officers, employees, agents, volunteers and students.

109. Amendment. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

110. Definitions. "Residence" shall refer to compliance with residency requirements in a district as set forth in Education Code sections 46600, et seq., 48200 and 48204.

Formatted: 1AutoList1

11. Authority to Sign. Each person and entity executing this Agreement on behalf of any other

person or entity does hereby personally represent and warrant to the other parties that he or she has the authority to execute this Agreement on behalf of and fully bind such principal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California, on this ___ day of _____, ~~2006~~2009.

~~FRESNO ADVENTIST ACADEMY~~ [NAME OF STUDENT'S HOME SCHOOL]
**CENTER FOR ADVANCED
RESEARCH AND TECHNOLOGY**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

Address: 2555 Clovis Ave., Clovis, CA 93612

Date: _____

Date: _____

Formatted: Indent: Left: 0", Hanging: 3.5",
Tab stops: 0.5", Left + 1", Left + 1.5", Left +
2", Left + 2.5", Left + 3", Left + 3.5", Left

J:\wdocs\00021\094\agt\0012881500192404.DOC
J:\wdocs\00021\094\agt\00192810.DOC

Field Code Changed