

AGREEMENT
FOR STUDENT TRANSPORTATION SERVICES
BETWEEN THE HEMET UNIFIED SCHOOL DISTRICT AND
THE CALIFORNIA MILITARY INSTITUTE
AMENDMENT NO. 4

THIS AMENDMENT NO. 4, made and entered into effective July 01, 2020, by and between the California Military Institute (hereinafter referred to as "CMI"), a dependent Charter School within the Perris Union High School District (hereinafter referred to as "PERRIS") and the HEMET UNIFIED SCHOOL DISTRICT (hereinafter referred to as "HEMET") for the purpose of providing student bus transportation to the California Military Institute.

WHEREAS CMI and HEMET entered into an Agreement for Student Transportation Services on July 1, 2016.

NOW, THEREFORE, the parties agree as follows:

1. Modify Section IV: TERM OF THE AGREEMENT AND TERMINATION of the Agreement as follows:

TERM: The term of this Amendment No. 4 to the Agreement shall be from July 1, 2020, to June 30, 2021.

- A. The initial term of the original Agreement was from July 1, 2016, to June 30, 2017. The Agreement included up to four (4) additional one (1) year terms. This term for Amendment No. 4 from July 1, 2020, to June 30, 2021, will be the fourth of the (4) additional one (1) year terms. In the event of a reorganization of either party during this term, termination will occur unless otherwise agreed to by both parties.
- B. In the event either party to this Agreement (the "Breaching Party") fails to perform pursuant to the terms of this Agreement, then the other party (the "Non-Breaching Party") shall give written notice to the Breaching Party setting forth in detail the nature of the alleged breach and required cure under this Agreement. The Breaching Party shall then have thirty (30) calendar days from the receipt of such written notice to cure. If the Breaching Party fails to cure and perform as required under this Agreement within such thirty (30) day period, the Non-Breaching Party may terminate the Agreement by written notice.
- C. Either party may terminate this Agreement without cause effective at the end of the fiscal year by written notice to the other party for receipt by the other party by no later than December 31st of the current fiscal year.

2. Modify Section III: PAYMENT AND CONSIDERATION of the Agreement as follows: I. UNSCHEDULED SCHOOL CLOSING a. If schools within CMI are closed due to health and safety of students or any other lawful reason, CMI shall be obligated to continue payment to HEMET, so long as the CMI's attendance apportionment revenues continue during such closure. Both parties shall negotiate any possible cost savings related to HEMET's reduced operational expenses during such closure. CMI shall be obligated to pay for any cost associated with additional make-up days or special transportation, if needed.

OBLIGATIONS UNDER THE AGREEMENT: The parties agree that all terms, conditions, and obligations of the agreement remain in effect throughout the Term except for those provisions of the agreement that are directly contradicted by this term change, in which event the terms of this extension shall control over the agreement.

SEVERABILITY: If any part or parts of this extension shall be held unenforceable for any reason, the remainder of the extension shall continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

Hemet Unified School District

By Title

Authorized Signature Date

The California Military Institute

By Title

Authorized Signature Date