

AGREEMENT
FOR STUDENT TRANSPORTATION SERVICES
BETWEEN HEMET UNIFIED SCHOOL DISTRICT
AND THE PERRIS UNION HIGH SCHOOL DISTRICT

THIS AGREEMENT, made and entered into effective July 1, 2018 by and between 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. The term of this Agreement, as specified in Article XV, shall be for five (5) years.

W I T N E S S E T H

WHEREAS, HEMET and PERRIS are mutually interested in and concerned with the provision of adequate transportation services; and

WHEREAS, it is to the mutual benefit of the parties herein and in the best public interest of said parties to join together to establish this Agreement to accomplish the purpose hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is an economic and service improvement need by both agencies for HEMET to provide a complete system, including a centralized service to accomplish the purpose of this Agreement hereinafter set forth; and

WHEREAS, it has been determined by such signatories that this Agreement is of value on an individual and mutual basis; and

WHEREAS, a common transportation operation can adequately serve the needs of all such signatories.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY PUBLIC EDUCATIONAL AGENCIES, each of the parties hereto does agree as follows:

I. GENERAL STATEMENT

- A. This Agreement is executed for the purpose of providing the services and other items necessary and appropriate for establishment, operation and maintenance of a transportation service. Further, this Agreement will provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding economic, effective and efficient transportation of students within the Perris Union High School District and the Hemet Unified School District.

II. SERVICES TO BE PROVIDED

- A. Pupil transportation services shall be defined to mean all of the following:
1. Bus transportation services for pre-determined routes and schedules for all of PERRIS' school transportation programs, including all special needs curb to curb and home to school transportation.
 2. Provide transportation to and from different sites for PERRIS' athletic/extracurricular activity trips.
 3. Provide late bus transportation for after school programs.
 4. Maintenance, repair and general servicing of buses, including PERRIS' white fleet as needed, in accordance with Local, State and Federal Laws.

5. Manage and maintain the CNG fueling facility located at 300 W. Metz Rd., Perris.
6. Transportation for community activities as authorized by law.
7. Routing and scheduling services and all other clerical needs regarding a school transportation system.

III. HEMET AGREES TO PROVIDE AND PERFORM THE FOLLOWING:

- A. SCOPE: HEMET shall, operate, dispatch, and maintain all transportation vehicles as may be required at such times, days and places within California, as may be specified by PERRIS. PERRIS agrees to provide all buses necessary for the execution of this Agreement.

In the furnishing of the pupil transportation services under this Agreement, HEMET agrees to comply with and observe all provisions of the California Education Code, California Vehicle Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules and regulations as prescribed by the United States Government and the State of California related to pupil transportation.

All service shall be performed to the satisfaction of both Districts.

- B. PERMITS AND LICENSES: HEMET, its employees and its agents, shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.
1. HEMET agrees to maintain and make available the Stormwater Pollution Prevention Plan in accordance with all laws and regulations for the property located at 300 W. Metz Road, Perris CA 92570.
 2. HEMET agrees to permit, maintain and pay all applicable fees to the Riverside County Hazardous Materials & Management Division for the purpose of maintaining the Hazardous Materials Business Plan. The plan shall be consolidated to include all Maintenance & Operations and Transportation Maintenance functions for the property located at 300 W. Metz Road, Perris CA 92570.

INSURANCE:

General Liability

1. HEMET shall provide to PERRIS proof of commercial general liability insurance or equivalent with a limit of \$5,000,000 per occurrence and at least a \$10,000,000 aggregate. Coverage shall include third party bodily injury, property damage, molestation and advertising injury or equivalent.

The Certificate(s) of Insurance must provide the following requirements:

- a. Cancellation/Change language:

That the insurer or equivalent will not cancel or make material changes to the insured's coverage without (30) days prior written notice to PERRIS; and

- b. Additional Insured language:

HEMET shall provide an additional insured endorsement for on-going operations for general liability listing the following specifically as the additional insured:

Perris Union High School District

155 E 4th Street

Perris, CA 92570

c. Auto Liability

HEMET shall provide Business Auto Liability coverage or equivalent for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than \$5,000,000 per occurrence to Perris Union High School District with limits of \$5,000,000 per occurrence and at least a \$10,000,000 aggregate.

The certificate of insurance shall provide:

d. Cancellation/Notice of Change language:

The insurer or equivalent will not cancel or make material changes to the insured coverage without 30 days prior written notice to Perris Union High School District; and

e. Additional Insured Language:

Hemet USD shall provide an additional insured endorsement for on-going operations for general liability listing the following specifically as the additional insured:

Perris Union High School District

155 E. 4th Street

Perris, CA 92570

Certificates of insurance or equivalent are subject to the approval of Perris Union High School District. Hemet USD agrees that no work or services shall be performed prior to such approval.

In the event any insurance requested in this section expires mid-year, Hemet USD agrees to provide new certificate(s) of insurance.

Failure to continuously maintain insurance coverage as herein provided is a material breach of contract for which, in addition to any other remedy provided by law, Perris may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

Workers' Compensation Insurance

1. Hemet shall provide worker's compensation insurance or its equivalent to provide coverage to their employees in accordance with Labor Code Section, 3700.

2. HEMET shall provide proof of worker's compensation insurance via a certificate of insurance issued by an insurance carrier licensed in the State of California and have an AM Best rating of A or higher including the name of the carrier and the date of expiration of the insurance or a certificate to self-insure issued by the California Department of Industrial Relations and Employers Liability limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.

D. SAFETY PROGRAM: HEMET shall provide regular and continuous formal safety instruction for all operating personnel assigned to this Agreement and comply with all applicable vehicle safety requirements as prescribed by local, state and federal laws, rules, regulations and policies during the term of the Agreement.

E. ACCIDENT/INCIDENT REPORTS: All accidents and/or incidents involving equipment or personnel while operating under this Agreement shall be verbally reported to the District members immediately. A written report of the accident/incident will be presented to District members within 10 business days, if requested, provided all reports are available by other regulatory and law enforcement agencies.

F. HEMET PERSONNEL: Drivers shall be required to attend special training sessions covering topics required by law. This instruction shall be required prior to such assignments in addition to regular intervals during the school year.

HEMET will designate its Director of Transportation or designee to be available during all regular working hours of school days. HEMET's Assistant Superintendent of Business Services or designee will be in charge of the total District's Transportation Department.

G. DESIGNATION: HEMET will designate its Director of Transportation or designee to assist PERRIS with transportation studies and analysis, including walk areas, routes, bell times, transportation demographics and equipment replacement schedules.

H. EQUIPMENT: All equipment, with the exception of two-way radios and GPS systems purchased by HEMET, attached to any PERRIS bus, regardless of the origination of the equipment, shall remain the property of PERRIS, unless specifically agreed upon prior to installation.

I. PERRIS CNG STATION FUEL: HEMET agrees to pay for all natural gas for the public CNG fueling station. PERRIS agrees that any revenues and rebates achieved from the fueling station will be passed on to HEMET. HEMET further agrees to maintain all CNG equipment at HEMET's expense. HEMET further agrees that if there is a pollution release as a result of their operation and maintenance of the CNG Station that HEMET is responsible for any fines and penalties associated with the release.

As a result of the HEMET's operation of the CNG Station HEMET is responsible for any and all compliance plans required by the Local, State and Federal Government and will provide copies of said compliance plans and or reports to PERRIS.

J. INDEMNITY: PERRIS shall defend, hold harmless, and indemnify HEMET, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense from any cause whatsoever arising from or connected with its transportation services hereunder that arise out of or result from in whole or in part, the negligent, wrongful or willful acts or

omission of PERRIS or any employee, agent, or other person employed by, acting for or on behalf of, or affiliated with PERRIS. This is not intended to include HEMET as acting for, or on behalf of, or affiliated with PERRIS with respect to this indemnity provision.

HEMET shall defend, hold harmless, and indemnify PERRIS, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, other representatives from and against any and all liabilities, claims, demands, costs, losses, damages or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense from any cause whatsoever arising from or connected with its transportation services hereunder that arise out of or result from in whole or in part, the negligent, wrongful or willful acts or omission of HEMET or any employee, agent, or other person employed by, acting for or on behalf of, or affiliated with HEMET. This is not intended to include PERRIS as acting for, or on behalf of, or affiliated with HEMET with respect to this indemnity provision.

This indemnity shall survive the termination of this Agreement and/or final payment and is in addition to any other rights or remedies that HEMET/PERRIS may have under law and/or this Agreement.

IV. UNSCHEDULED SCHOOL CLOSING

- A. HEMET shall not be obligated to accept or pay for any additional costs (services of HEMET) on those days when, to insure the health or safety of the pupils or for any lawful reason, the schools within PERRIS are closed. PERRIS shall be obligated to pay for any cost associated with additional make-up days or special transportation in the event of a disaster.

V. ROUTING AND SCHEDULING

- A. Prior to the start of any service under this Agreement, PERRIS shall cooperatively establish routes and schedules with HEMET. PERRIS reserves the right to add or delete routes as needed. PERRIS will be responsible for the additional cost if such changes result in additional routes or time to existing routes.
- B. PERRIS may at any time during the term of the Agreement revise routing, scheduling, or bus assignments, after consulting with HEMET.
- C. All routes, schedules, and stops must be approved by PERRIS and are not to be revised without PERRIS' authorization.
- D. Every effort is to be made by HEMET to maintain maximum vehicle and driver utilization insofar as feasibility permits.
- E. HEMET shall assist in studies of transportation services to help PERRIS operate an optimum transportation system.
- F. Before regular service begins, HEMET shall provide for one (1) full day of dry runs and shall contact PERRIS if any conflicts in schedules arise.
- G. Changes or additions to routes shall be supplied to HEMET in writing by PERRIS no later than 5:00 p.m. on Wednesdays. HEMET shall implement those changes by the following Monday after HEMET's receipt of written notification.
- H. Prior to any personnel assigned to this Agreement, said personnel shall receive orientation on dealing with parents, staff, pupil management, relations with the schools and the general public.

- I. Pupils are to be delivered to schools of attendance not more than 30 minutes prior to class take-up time, and are not to be kept waiting more than fifteen (15) minutes after dismissal time, unless extended by PERRIS.
- J. HEMET and PERRIS will work in conjunction to ensure routes do not extend over eight (8) hours per day, on a regular basis.
- K. Any substantial change to routes must be pre-approved by PERRIS, except under emergency situations.
- L. HEMET will utilize computerized routing to maximize route efficiencies.

VI. COMPUTATION OF CHARGES FOR SERVICES, CAPITAL COSTS, AND BUS PURCHASES.

- A. IT IS MUTUALLY AGREED BY EACH PARTY HERETO that costs for all pupil transportation for PERRIS, for the performance of this Agreement, will be determined as follows:
 - 1. HEMET agrees to provide home to school and curbside transportation services to students residing within the PERRIS UNION HIGH SCHOOL DISTRICT boundaries for the 2018-2019 fiscal year for a predetermined fixed cost of \$3,224,862 within the following limitations:
 - a. Eighteen (18) home to school routes.
 - b. Up to two hundred eleven (211) curbside students attending special education programs located within and operated by the Perris Union High School District.
 - c. Up to five (5) curbside students attending the California School for the Deaf in Riverside and operated by the RCOE.
 - d. Up to thirteen (13) curbside students attending special education programs located within the Menifee Union School District operated by the RCOE.
 - e. Up to eleven (11) curbside students attending special education programs located within the Val Verde Unified School District operated by the RCOE.
 - f. Up to two (2) curbside students attending special education programs located within the Nuvview Union School District operated by the RCOE.
 - g. Up to sixteen (16) curbside students attending special education programs located within the Lake Elsinore Unified School District operated by the RCOE.
 - h. Up to one (1) curbside student attending special education programs located within the San Jacinto Unified School District operated by the RCOE.
 - i. Up to one (1) curbside student attending special education programs located within the Temecula Valley Unified School District operated by the RCOE.

- j. Up to two (2) curbside students attending special education programs located within the Murrieta Unified School District operated by the RCOE.
2. Any substantial changes made by PUHSD that impacts the number of routes shall be communicated to HEMET prior to April 1, of each fiscal year. The cost savings or cost increase to PUHSD shall be mutually negotiated by both parties in writing.
3. HEMET agrees to provide transportation to and from different sites for athletic/extracurricular activity trips. Charges are calculated from the time the bus is requested to be at the pickup location for departure and conclude at the time the bus returns back to the drop off location.

School Bus:

- a. \$79.00 per bus, per hour

HUSD Charter Bus:

- a. \$495.00 per bus, up to 5 hours
- b. \$99.00 per bus, per each additional hour

4. PUHSD may, at its sole discretion, contract charter buses for its sites. HEMET shall provide sites with lists of authorized SPAB charter buses and can schedule them only upon request from PUHSD. PUHSD will be responsible for the full cost of the charter buses pursuant to this provision.
5. HEMET agrees to provide late buses for after school activities within the following guidelines:
 - a. PERRIS Schools will be charged quarterly at a rate of \$156.00 per bus, per day for the school year.
 - b. Each route shall not exceed one and one-half (1.5) hours in length.
 - c. PERRIS is responsible for the daily rate of a late bus regardless of any cancellation during a scheduled week.
 - d. All requests for late buses shall be received a minimum of ten (10) working days in advance.
 - e. Ten (10) working days shall also be provided for any requests for changes to established late bus schedules.
6. The total costs for all transportation services will define the level of service and generate a total cost for home to school and curbside transportation for services within the boundaries of the Perris Union High School District.
7. HEMET agrees to provide service, drivers, support staff, substitutes, routing, licenses, permits, insurance, management, fuel and all maintenance under the terms defined in this Agreement. PERRIS agrees to provide all transit buses and special education buses necessary for the purpose of this contract.
8. Both parties hereby agree to a four percent (4%) annual increase for the proceeding four (4) fiscal years of the life of the Agreement, unless mutually agreed upon, in writing, by March 1st of each fiscal year. This increase shall apply to all rates provided herein.
9. PERRIS has the sole option of reducing its transportation cost by eliminating buses, by increased walk boundaries, and/or school bell time changes. Any

changes requested by PERRIS that requires HEMET to reduce staffing levels shall be submitted to HEMET, in writing, a minimum of 90 days in advance.

10. Both parties agree that any and all cost savings, as determined by HEMET, achieved through reduction in routes due to increased walk distances and/or bell time changes, will be passed along to PERRIS.
11. Any additional Home to School and Special Education service that PERRIS desires, in addition to Section VI, (A), 1, will be charged at an hourly rate of \$79.00 per hour, charges are calculated from the time the bus is requested to be at the pickup location for departure and conclude at the time the bus returns back to the drop off location.
12. If the weekly U.S. average gasoline prices, as defined by the U.S. Energy Information Administration (division of the U.S. Department of Energy), for the State of California, exceeds \$4.75 per gallon, a fuel surcharge will be applied at rate of \$12.50 each day for each \$0.25 increment above \$4.75 per gallon.
13. HEMET will attempt to provide all Home to School and Special Education transportation in-house. However, HEMET may, at its option, contract service from other agencies and/or private carriers at HEMET's expense to assure compliance with service requirements of this agreement.
14. HEMET agrees to provide one (1) FTE Mechanic position for general maintenance services for PERRIS' white fleet vehicles. PERRIS agrees to pay \$85,841.00 per year for the FTE. Additionally, PERRIS agrees to pay for all parts and outsourced repairs.

B. FURTHERMORE, IT IS MUTUALLY AGREED BY EACH PARTY HERETO:

1. Disputes or controversies regarding discipline involving drivers, pupils, or employees of the Districts, or contractors, hereto arising out of the performance of this Agreement will be referred to HEMET. Should HEMET be unable to conclude the matter to the satisfaction of PERRIS, the matter will be referred by HEMET to the Superintendents, or designees of both Districts.

C. FURTHERMORE, IT IS MUTUALLY AGREED BY EACH PARTY HERETO:

1. Current payments for services under the terms of the Agreement shall be made as follows:
 - a. HEMET shall invoice PERRIS quarterly billings in advance for Home to School and Special Education curbside service. Quarterly invoices will be based upon 25% of the annual predetermined fixed cost.
 - b. Charges for "other" trips, including activity trips, will be calculated and invoice by HEMET monthly. HEMET shall provide reports itemizing all trips by school sites, programs or funding lines as back up to each invoice. If requested by PERRIS, HEMET shall provide individual copies of the field trip tickets completed by drivers if a discrepancy is suspected or for auditing purposes.
 - c. PERRIS will assure payment within 30 days of receipt of any and all invoices.

VII. CAPITAL ACQUISITION

- A. PERRIS will provide for the purpose of this contract 37 Transit Type 1 buses and 12 Special Education Type 1 buses.
- B. HEMET shall ensure that all buses are inspected and certified by the California Highway Patrol and ready for service on the agreed upon time schedule.
- C. Upon termination of this Agreement, all buses provided by PERRIS will remain the property of PERRIS.
- D. PERRIS shall acquire a total of six (6) new Transit Type 1 buses during the first year of this agreement. This acquisition assumes grant funding of \$125,000. If said grant funding is not received, PERRIS shall only be required to acquire a total of five (5) new Transit Type 1 buses. All new equipment acquired by PERRIS shall be used by HEMET to fulfill the terms of this Agreement.
- E. In the event additional buses are needed for the fulfillment of this agreement, HEMET is responsible for providing this said equipment.

VIII. EQUIPMENT LEASING

- A. HEMET shall lease the excess buses listed in Appendix A from PERRIS for use other than for the fulfillment of this Agreement upon mutual agreement of both parties.
 - 1. HEMET will compensate PERRIS \$72,000.00 annually for the exclusive use of eight (8) PERRIS owned buses by HEMET.
 - 2. PERRIS agrees to invoice HEMET monthly one tenth of the annual amount listed in section VIII (A) (1) of this agreement for HEMET's exclusive use of eight (8) PERRIS owned buses.
 - 3. If requested by PERRIS at any time during the term of this Agreement, HEMET agrees to return any and all buses to PERRIS upon 30 days written notice.
 - 4. HEMET shall be responsible for all damage done to any bus while the bus is in the possession of HEMET.
 - 5. HEMET shall be responsible for all repairs and maintenance required while in the possession of HEMET.
 - 6. HEMET shall not be responsible to return the equipment in a better state than when the equipment was received. However, HEMET shall be responsible for repairs related to normal wear and tear of the equipment.
 - 7. HEMET shall secure and maintain all valid permits, licenses and certifications that are required by law for the operation of a school bus in the State of California.
 - 8. HEMET shall change the decals on both sides of HEMET leased buses to display "Hemet Unified School District".

IX. SCOPE OF SERVICE AREA

- A. Regular Home to School transportation shall be defined as transportation to and from school at designed centralized locations beyond certain distances, as determined by PERRIS' Board policy.

- B. Special Education transportation shall be defined as service to and from schools that originate and terminate at the curbside of a student's residential address when transportation is designated as an auxiliary service in an Individual Education Plan (IEP).
- C. "Other" trips shall be defined as activity or extra-curricular trips that originates and terminates at District's school sites or facilities for the purposes of transporting students to events or any other destination, as deemed appropriate by PERRIS.

X. ACTIVITY TRIPS

- A. PROCEDURE: HEMET will provide transportation for activity trips sponsored by PERRIS. All field trip requests shall be submitted electronically a minimum of five (5) working days in advance. HEMET will provide activity buses to PERRIS schools and sites that are compatible with the educational requirements of the individual sites.
- B. ACTIVITY CHAPERONE: PERRIS shall provide a qualified activity chaperone that shall have the responsibility to ensure that the behavior of the group meets the driver's safety requirements. PERRIS shall have complete responsibility for all field trip arrangements and for all supervision of adult and minor field trip participants. Chaperone qualifications will meet all legal requirements.
- C. ROUTING AND EQUIPMENT: The driver has the responsibility for the school bus. Collectively, the driver and trip chaperone may consult regarding the best route to take; however, the driver has the sole responsibility of final approval of the route taken.
- D. SCHELDUING TIMES: PERRIS shall set the time for departures and returns for all activity trips. HEMET is responsible for adhering to the predetermined times.
- E. TRANSPORTATION FEE: PERRIS shall pay for the driver's salary and for the bus(es) operational costs. Fees shall be charged as follows:
 - 1. Since maintenance and capital costs are built into the cost of the Home to School program, HEMET will provide activity trip service at the rate of \$79.00 per hour.
 - 2. Charges are calculated from the time the bus is requested to be at the pickup location for departure and conclude at the time the bus returns back to the drop off location.
 - 3. It is agreed that HEMET will attempt to provide normal activity trips to all PERRIS sites. If excessive demand for activity trips, for any reason, in any single day, exceeds HEMET's ability to provide necessary coverage, HEMET reserves the right to contract out trips. PERRIS shall be responsible for the full cost of the contracted bus if it was utilized at a PERRIS site.
 - 4. PERRIS may, at its sole discretion, contract charter buses for its sites. HEMET shall provide sites with lists of authorized SPAB charter buses and can schedule them only upon request from PERRIS. PERRIS will be responsible for the full cost of the charter buses.

XI. FACILITIES:

- A. HEMET and PERRIS will mutually agree on facility utilization.

- i. HEMET shall use PERRIS' facility located at 300 W. Metz Rd., Perris CA 92571 to house and maintain CNG equipment associated with transportation services.
- ii. HEMET shall also provide centralized support out of its facility at 1791 W. Acacia Ave, HEMET, CA 92545.
- iii. HEMET will automatically forward PERRIS' local Transportation Department phone number to HEMET's centralized support facility to assure seamless service to the community of PERRIS. Support shall include the following:
 - a. Transportation representatives will be available during business hours from 5:00 am to 5:00 pm on normal business days.
 - b. 24 hour emergency contacts available.
 - c. Centralized computerized routing services.
 - d. Full mechanical support.
 - e. Other – as agreed upon between HEMET and PERRIS.

XII. INVOLUNTARY OR VOLUNTARY TERMINATION

- A. Should a party to the Agreement refuse to abide by the conditions of the Agreement or an approved Amendment, then the Agreement may be involuntarily terminated.
- B. Either District may withdraw from this Agreement at the end of any fiscal year by notifying the other member, District's Superintendent or designee in writing prior to December 31st of any fiscal year. If PERRIS withdraws before the expiration of this Agreement, PERRIS will be responsible for yearly lease payments of buses purchased by HEMET until such reasonable time the buses purchased under this agreement are liquidated. HEMET will have the sole option of continuing the payment of the lease and keep the purchased buses for its own use.
- C. Involuntary termination shall be effective at the end of the fiscal year, if possible or upon a minimum ninety (90) days written notice. In the event of involuntary termination, PERRIS will be responsible for all residual charges until the end of the fiscal year.

XIII. INTERGRATION

- A. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments encompass the entire Agreement of both parties and supersedes all previous Transportation Agreements between both parties.

XIV. GOVERNANCE

- A. This Agreement shall be in full force and effect commencing July 1, 2018.
- B. This Agreement consists of the following contract documents, including all modifications, amendments thereto, all of which are component parts of this Agreement, as herein set out in full or attached hereto.

XV. TERM OF THE AGREEMENT

- A. This Agreement shall become effective at 12:01 a.m. on July 1, 2018. This Agreement shall continue in effect until June 30, 2023. In the event of a reorganization of either district, the Agreement will be terminated.

XVI. DISPOSITION OF PROPERTY AND FUNDS

- A. In the event of complete rescission or other final termination of this Agreement by both members, any equipment interest remaining, except for buses and CNG equipment, shall be the property of HEMET.

XVII. AMENDMENTS

- A. This Agreement may be amended at any time with a subsequent written Agreement signed by both members. Any such amendment shall be effective upon the date of final execution thereof, unless otherwise provided for in this Amendment.

XVIII. SEVERABILITY

- A. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions, shall not be affected thereby.

HEMET UNIFIED SCHOOL DISTRICT
("HEMET")

By: _____

Date: _____

Title: _____

PERRIS UNION HIGH SCHOOL DISTRICT
("PERRIS")

By: _____

Date: _____

Title: _____