

**MEMORANDUM OF UNDERSTANDING
BETWEEN WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AND
SULPHUR SPRINGS UNION SCHOOL DISTRICT**

Field Trip Transportation
July 1, 2018 to June 30, 2019

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of **July 1, 2018**, by and between the **WILLIAM S. HART UNION HIGH SCHOOL DISTRICT (“Hart”)**, and the **SULPHUR SPRINGS UNION SCHOOL DISTRICT (“Sulphur Springs”)**, public school districts organized and existing pursuant to the laws of the State of California. Hart and Sulphur Springs in certain instances are referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. Hart and Sulphur Springs have overlapping jurisdictional boundaries, with Hart providing education services to students Grades 7-12, and Sulphur Springs providing educational services to students Grades K-6 within a portion of the Hart District boundaries. Hart and Sulphur Springs independently provide transportation services to a portion of the students attending schools within their respective school district. Such services include home to school bus transportation for pupils attending their respective schools, as well as certain special education students attending schools outside the Santa Clarita Valley.
- B. In order to provide additional field trip transportation within Sulphur Springs, Hart and Sulphur Springs have agreed to enter into this MOU, for purposes of providing field trip transportation.
- C. The Parties desire to memorialize the terms upon which the Parties will provide certain transportation services, where feasible.

BASED UPON THE RECITALS SET FORTH ABOVE, THE PARTIES DESIRE TO ENTER INTO THIS MEMORANDUM OF UNDERSTANDING TO MEMORIALIZE THEIR UNDERSTANDINGS AS TO THE CERTAIN MATTERS SET FORTH HEREIN:

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Field Trip Transportation Agreement.

- 2.1. If and when Hart has buses available, Hart agrees to provide Field Trip Transportation to Sulphur Springs.
- 2.2. The maximum seating capacity on a field trip is two (2) passengers per seat.
- 2.3. Rates for service charged by Hart to Sulphur Springs during the term of this agreement shall be \$446.49 for the first five hours and \$64.25 per hour for each additional hour billed in quarter hour increments. These rates are calculated from “bus yard to bus yard”, inclusive of pre-trip, post-trip and fueling time. In addition to the above-listed rates, there is an additional charge for mileage calculated at \$1.00 per mile.

- 2.4 Sulphur Springs, as applicable, shall pay any invoices received pursuant to Sections 2.1 and 2.3 of this MOU within 30 calendar days of receipt, unless otherwise disputed in writing to Hart within 10 business days. In the event of a dispute, both Hart and Sulphur Springs shall arrange a mutually convenient time, preferably within 10 business days of any notice of dispute, to meet and attempt to resolve any disputes.

Section 3. Indemnification Requirements.

- 3.1 The Parties shall hold harmless, defend, and indemnify the other Party, as well as its governing board, superintendent, officers, officials, employees, agents, and volunteers from and against any and all claims, causes of action, liabilities, losses, damages, expenses, and costs of every nature arising out of or in direct or indirect connection with their respective obligations or actions under this MOU, the performance of the Hart transportation contractor, or the failure to comply with any of the obligations contained within this MOU, except for such claims, causes of action, liabilities, losses, damages, expenses, and costs caused by the sole negligence or willful misconduct of the Party seeking indemnification. The indemnities contained in this Section shall survive the termination of this MOU.

Section 4. Insurance Requirements.

- 4.1 Hart agrees that their transportation contractor shall be required to name Sulphur Springs as additional insured, as well as their respective governing bodies, superintendents, officials, officers, employees, agents, and volunteers.
- 4.2 The Parties hereby agree that they shall, within ten (10) days of any written request, provide copies of the insurance policies and/or evidence of insurance in their possession, including any Certificates of Insurance or related endorsements, to the Party requesting such copies.
- 4.3 Sulphur Springs hereby acknowledge that they had the opportunity to review the insurance requirements, and accept that the coverage provided thereunder is sufficient to meet their needs and requirements.

Section 5. Termination of MOU without Cause. Either Party shall be entitled to terminate this MOU with thirty (30) days written notice to the other Party, indicating a desire to terminate the MOU and discontinue any cooperative transportation services agreed to consistent with the terms of this MOU.

Ralph Peschek, Chief Financial Officer
William S. Hart Union High School District

Date

Gretchen Bergstrom, Assistant Superintendent, Business Services
Sulphur Springs Union School District

Date