

**MT. SAN JACINTO COMMUNITY COLLEGE  
SAN GORGONIO PASS CAMPUS MIDDLE COLLEGE HIGH SCHOOL PROGRAM  
AGREEMENT BETWEEN  
BEAUMONT UNIFIED SCHOOL DISTRICT AND MT. SAN JACINTO COMMUNITY COLLEGE  
DISTRICT**

THIS AFFILIATION AND USE OF FACILITIES AGREEMENT (“Agreement”) is made and entered into this 16th day of July, 2024, by and between Mt. San Jacinto Community College District, a California Community College District (“MSJC”), and the Beaumont Unified School District, a California public school district (“BEAUMONT USD”) to support the development of a program to provide college credit courses for academic, developmental, and career technical education courses that will be accessible and beneficial to high school students to be operated on MSJC District property. MSJC and BEAUMONT USD may also be referred to as the “Party” or “Parties”.

**RECITALS**

**WHEREAS**, BEAUMONT USD and MSJC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

**WHEREAS**, BEAUMONT USD continues to find ways to broaden advanced educational opportunities for students including college credit courses; and

**WHEREAS**, BEAUMONT USD and MSJC wish to achieve the designation of a Middle College High School as recognized by the CDE and California Community College Chancellor’s Office; and

**WHEREAS**, BEAUMONT USD desires to offer students the opportunity for college enrollment courses; and

**WHEREAS**, BEAUMONT USD and MSJC desire to enter into this Agreement for the purpose of offering or expanding college coursework opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness; and

**WHEREAS**, Education Code Section 76004 allows school districts to enter into partnership agreements with community college districts to outline the terms of the partnership and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and

**WHEREAS**, MSJC is willing to offer college courses at MSJC’s San Gorgonio Campus which will benefit BEAUMONT USD students by providing a convenient location and schedule; and

**WHEREAS**, all of the terms between the parties shall be set forth in this Agreement.

**NOW, THEREFORE**, BEAUMONT USD and MSJC agree as follows:

## TERMS

1. **Agreement Binding.** This Agreement shall be binding upon signing. Parties and their respective heirs, executors, administrators, successors, and assigns.
2. **Choice of Law.** This Agreement shall be governed by and construed under California law. The laws of California shall prevail to the extent that there is any conflict between this agreement and any California law.
3. **Program.** BEAUMONT USD will jointly operate a Middle College High School (hereinafter “MCHS”) pursuant to Education Code sections 11300, 11301, and 76001 on MSJC San Geronio Pass College Campus.
4. **Cooperation.** The Parties hereto agree to cooperate in coordinating programs and activities in order to facilitate and promote BEAUMONT USD and MSJC operations of the MCHS.
5. **Location:** MSJC grants BEAUMONT USD a license to jointly use MSJC facilities (“Facilities”) located at its San Geronio Pass campus at 3144 West Westward Avenue in Banning, California in furtherance of the operation of the MCHS. BEAUMONT USD represents that it is licensing the Facilities in an “AS IS” and “WITH ALL FAULTS” condition. MSJC disclaims any and all warranties of any type or kind with respect to the condition or suitability of the Facilities, whether express or implied, including fitness for a particular purpose or use.
6. **School Size:** The maximum number of students that may be enrolled for the 2024-2025 academic school year shall be two hundred forty (240) students.
7. **MCHS Start Dates.** The MCHS shall start one week prior to the start of the academic year or as agreed to by both Parties.
8. **Scheduling Facilities.** A master schedule of the dates and times for the use of the Facilities shall be established jointly by the BEAUMONT USD and MSJC. The schedule shall be arranged to avoid conflict between BEAUMONT USD and MSJC use and to protect the real and personal property involved.
9. **Use of facilities.**
  - 9.1 BEAUMONT USD shall use the Facilities for the purpose of operating the MCHS. BEAUMONT USD shall have no right to make changes, alterations, or improvements to the Facilities unless MSJC provides prior written consent to make such changes, alterations, or improvements. BEAUMONT USD has the responsibility to remove all BEAUMONT USD alterations or improvements at its own expense and at the sole discretion of and as directed by MSJC on or before termination or expiration of the Agreement.
  - 9.2 BEAUMONT USD agrees that at all times during its use and occupancy of the Facilities it will comply with all ordinances, laws, regulations, and MSJC policy affecting or regulating its use and occupancy thereof subject to mutual agreement of the Parties. BEAUMONT USD shall ensure all persons will adhere to proper standards of public conduct while on the Facilities. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities.
  - 9.3 MSJC will be responsible for major deferred or non-recurring maintenance for the MSJC Facilities, including such required repair or replacement of building systems. BEAUMONT USD shall be

responsible for minor or routine maintenance and repair of the Facilities, at BEAUMONT USD's sole cost and expense, at a standard and quality of maintenance and upkeep at a level maintained by MSJC for MSJC Facilities. Repairs shall be made using original equipment manufacturer parts and qualified service personnel. Replacements shall be made with like equipment unless a substitution is authorized by MSJC. MSJC shall provide BEAUMONT USD with a maintenance schedule within 10 days of the Effective Date of the Agreement.

**9.4** MSJC will provide existing furnishings at the Facilities to be utilized by the MCHS; however, the parties understand and agree that all such furnishings owned by MSJC shall remain the personal property of MSJC. Furnishings purchased and/or provided by BEAUMONT USD shall remain the sole responsibility of BEAUMONT USD and must be removed at no cost to MSJC upon termination or expiration of the Agreement. MSJC furnishings on the Facilities as of the effective date of Agreement shall be maintained, operated, and configured solely by BEAUMONT USD and remain on the Facilities upon termination or expiration of the Agreement in same condition, ordinary wear and tear excepted.

**9.5** BEAUMONT USD, at its sole cost and expense, shall have the right to place and maintain signage on the Facilities, provided that such signage shall be subject to the approval of MSJC as to exact location, appearance and size, such approval not to be unreasonably withheld, delayed, or denied, and shall comply with all applicable laws, codes and ordinances.

**9.6** BEAUMONT USD shall be responsible to establish and pay for all utility services for the Facilities, including but not limited to water, gas, electricity, telephone, internet, sewer, and waste collection. BEAUMONT USD, at its sole cost and expense, shall also be responsible for the operation, maintenance, inspection, repair and monitoring of the fire and intrusion alarm systems of the Facilities.

## **10. Students.**

**10.1** Students enrolled in the MCHS shall be considered full-time high school students of BEAUMONT USD and, to the extent that they enroll in community college course work, as special part-time community college students of MSJC. MCHS students may take a maximum of 11 units of college course work per semester. MCHS students may not enroll in Honors classes unless they obtain prior approval from the high school administrator and the MSJC Dean. MCHS students may not enroll in evening and weekend classes without the prior written permission of their parent or guardian and the MSJC Dean.

**10.2** Student enrollment in the MCHS shall be subject to all relevant statutes and regulations of the state of California including, but not limited to, the provisions of the Education Code governing secondary students. As special part-time students of the college, MCHS students shall be assigned enrollment priority category B. Students enrolled in the MCHS are exposed to an adult teaching and learning environment and may be exposed to course work at the college level that includes adult content. Consideration for the age and maturity of MCHS students will not be recognized by faculty or staff regarding college course content.

**10.3** Students enrolled in the MCHS shall attend a 180-minute minimum secondary school instructional day as required by Education Code section 46146.5 per passage of SB 1316. Over and above this minimum day, students in the MCHS may enroll in MSJC classes subject to the provisions of Education Code sections 48800 et seq. and 76001 et seq.

**10.4** All students shall be screened by BEAUMONT USD prior to conditional acceptance for

enrollment in the MCHS. MSJC personnel are invited and encouraged to participate in the screening process. Students will demonstrate that they are capable of becoming self-regulated learners, and that they have made a serious commitment to obtaining post-secondary certification(s). When BEAUMONT USD and MSJC differ on acceptance of students, then the BEAUMONT USD Administrator and MSJC Coordinator shall meet and discuss the student(s) before MSJC makes a final determination. Each student and his or her parents or legal guardian shall sign a MCHS Student/Parent Handbook Agreement (“Handbook”) acknowledging their receipt of the Handbook and acceptance of the rules, standards, procedures, responsibilities, and expectations set forth by BEAUMONT USD and MSJC in the current year's Handbook before the student is enrolled in the MCHS.

**10.5** New students enrolling in the MCHS shall participate in an orientation immediately preceding their first year in the MCHS.

**10.6** If a student fails to meet minimum program expectations, the student shall be subject to disciplinary action, including but not limited to removal from the MCHS. Failure to meet minimum program expectations includes but is not limited to students who fail to maintain satisfactory progress and performance during each and every semester the student is enrolled in MCHS. Unsatisfactory progress and performance are particularly described and delineated in the Handbook. Students must adhere to all MSJC Board policies.

**10.7** Current 9<sup>th</sup> grade student applicants who are enrolled in BEAUMONT USD schools may apply to MCHS for 10<sup>th</sup> grade enrollment.

**10.8** Student discipline regarding matters directly related to BEAUMONT USD shall be primarily the responsibility of the BEAUMONT USD. Student discipline regarding matters directly related to MSJC shall be primarily the responsibility of MSJC, the President of Mt. San Jacinto College or their designee. If a student violates the rules, regulations, or any provision of the current year’s Handbook, the student will be subject to disciplinary action. In the event a MCHS student violates any of the MSJC and BEAUMONT USD rules, regulations or provisions of the Education Code governing student behavior and discipline, including suspension and expulsion, then MSJC shall have, at its option, the right to assume responsibility of student discipline. In matters where MSJC assumes responsibility for student discipline, the President of Mt. San Jacinto College or their designee may impose discipline as prescribed in the MCHS Handbook Special Student Status Revocation Procedure.

**11. Personnel.** When on the Mt. San Jacinto San Gorgonio Pass Campus, BEAUMONT USD personnel shall be required to adhere to MSJC’s rules and regulations as well as the rules and regulations of BEAUMONT USD. BEAUMONT USD will be responsible to select high school administrator, teachers, counselors, and appropriate clerical staff, all of whom shall be employees of or contractors to BEAUMONT USD. Staffing formula will be the responsibility of BEAUMONT USD.

**11.1 Administrator:** The BEAUMONT USD administrator will fulfill the job description for BEAUMONT USD principal, including recruitment of new students, monitoring student progress towards high school graduation, and satisfying MSJC's special part-time, concurrent high school enrollment regulations and requirements. Further the administrator will meet regularly with the assigned dean, will work cooperatively with MSJC staff, and will follow MSJC rules and regulations. The MSJC Coordinator will fulfill the job description for MSJC administrator, including timely

reporting of necessary MSJC communications, monitoring student progress in MSJC classes, and acting as liaison with the BEAUMONT USD/MSJC Middle College High School at Mt. San Jacinto College San Geronio Pass Campus. Further the MSJC administrator will meet regularly with the assigned high school administrator and work cooperatively with BEAUMONT USD staff and follow MSJC rules and regulations.

**11.2 Counselor:** The BEAUMONT USD counselor will fulfill the job description for BEAUMONT USD counselor, including recruitment of new students, ensuring appropriate college class selection to meet MSJC transfer or career education requirements, meeting with parents and students on a regular basis, guiding students in college class selection to meet the BEAUMONT USD graduation requirements, and satisfying MSJC's special part-time concurrent, high school enrollment regulations and requirements. Further, the counselor will work cooperatively with MSJC staff and follow MSJC rules and regulations. The MSJC counselor will fulfill the job description for MSJC counselor; using reasonable care while recommending appropriate college class selection to meet MSJC transfer requirements, meeting students as requested, guiding students in college class selection to meet the MSJC graduation requirements, and satisfying MSJC's special part-time concurrent high school enrollment regulations and requirements. Further, the counselor will work cooperatively with BEAUMONT USD staff and follow MSJC rules and regulations.

**11.3 Teacher/Instructor:** The BEAUMONT USD teacher will fulfill the description for BEAUMONT USD teacher; follow California Education Codes and BEAUMONT USD Board Policy. In addition, teachers will maintain cooperative relationships with MSJC personnel and follow MSJC rules and regulations. The MSJC instructor will fulfill the job description for MSJC instructor; follow California Education Code and MSJC Board Policy. In addition, instructors will maintain cooperative relationships with BEAUMONT USD personnel and follow MSJC rules and regulations.

**11.4 Vice President of Instruction.** The MSJC Vice President of Instruction will offer college classes, when possible, that will augment the high school curriculum to meet high school graduation requirements. MSJC does not guarantee any MCHS student open classes that are offered at times or on days that are desired by the student.

**11.5** BEAUMONT USD and MSJC share responsibility for evaluating the MCHS annually to make adjustments as necessary to ensure the viability of the MCHS.

**11.6** MSJC shall be responsible for the following:

**11.6.1** Assign a division coordinator (to be referred to as the “MSJC Coordinator” for the purposes of this Agreement) to administer the college portion of the MCHS program and to act as a liaison with MCHS Administrator.

**11.6.2** Utilize existing college personnel in virtual and/or in-person format to provide routine services associated with college coursework, including college and career counselors, classroom instructors for college classes, student health center at the San Jacinto or Menifee Valley campus, DSPS, Career Center, Transfer Center, peer tutors for college classes, computer labs at the San Jacinto or Menifee Valley campus, and library services at the San Jacinto or Menifee Valley campus.

**11.6.3** Provide guidance and direction related to the college registration process for MCHS students.

- 11.6.4** Provide student progress reports not less frequently than once per semester.
- 11.6.5** Maintain cordial and professional relationships with high school personnel.
- 11.6.6** Provide unofficial college transcripts as timely as possible.
- 11.7** BEAUMONT USD shall be responsible for the following:
- 11.7.1** Obtain all required high school registration and immunization forms, as well as inter-district releases for approval of student enrollment.
- 11.7.2** Ensure that all paperwork required for enrolling MCHS students in college courses is submitted to the MSJC Coordinator for approval and then ensure that all required paperwork is submitted to the Mt. San Jacinto College Admissions Office.
- 11.7.3** Ensure that all MCHS students enroll in and maintain a minimum of four semester units and two college courses per semester.
- 11.7.4** Orient parents or guardians of all MCHS students regarding the requirement to pay all applicable college fees at the time of college registration.
- 11.7.5** Meet on a twice-monthly basis with the MSJC Coordinator, unless both Parties agree to waive meeting. Provide written reports in BEAUMONT USD's format related to the academic progress of students including, but not limited to, probation and dismissal, problem attendance, behavioral incident reports, student infractions of college and district rules, and academic progress as requested by MSJC.
- 11.7.6** Provide the MSJC Coordinator with the following information:
- 11.7.6.1** Copies of high school transcripts, standardized test scores, high school attendance record, and discipline record for prospective MCHS students upon request.
- 11.7.6.2** Copies of high school transcripts as students progress through the MCHS.
- 11.7.6.3** Work cooperatively with the MSJC Coordinator to address complaints received from college personnel regarding the behavior of the MCHS students and alleged violations of college rules and policies involving use of college facilities and the maintenance of appropriate noise levels so as not to disturb other classes and college business.
- 11.7.6.4** Cooperate with MSJC Coordinator in preparing reports regarding the MCHS, when requested by MSJC.
- 11.7.6.5** Have as its goal that high school students meet BEAUMONT USD high school graduation requirements.
- 11.7.6.6** Extend an invitation through the MSJC Coordinator to faculty to attend any MCHS and BEAUMONT USD meetings.
- 11.7.6.7** Notify the MSJC Coordinator, at the beginning of the spring semester, of students who are scheduled to graduate from the MCHS at the end of the semester.
- 11.7.6.8** Provide counseling to ensure that high school students are aware of the proper combination of high school and college courses which should be selected to enable the students to receive a high school diploma.

**11.7.6.9** Provide guidance to students in college course selection that will enable them to make progress toward a transfer degree or post-secondary certification.

**11.7.6.10** Limit students to a prescribed range of four to eleven units per semester of college coursework.

**11.7.6.11** Order and administer all state and BEAUMONT USD required exams, notify parents of results in a timely manner, and put forward remediation plans, when necessary, to address student's academic needs.

**11.7.6.12** Ensure that a certificated BEAUMONT USD employee physically remains with the students during the entire class period in compliance with BEAUMONT USD policy and the California Education Code.

**11.7.6.13** Maintain cordial and professional relationships with college personnel.

**11.7.6.14** Work collaboratively with the MSJC Coordinator on updates and modifications to the Handbook and publish the Handbook not less frequently than annually and provide a copy of the Handbook to MSJC no later than thirty (30) days after publication.

**11.8** MSJC and BEAUMONT USD shall jointly be responsible for the following:

**11.8.1** Selection of students for the MCHS.

**11.8.2** Evaluating the MCHS mid-semester and at the conclusion of each semester to make adjustments as necessary to ensure the viability of the MCHS.

**11.8.3** Re-evaluate students at the end of the semester when their records show that they have failed to maintain required levels of high school and college achievement.

**11.8.4** Re-evaluate students at any point in the academic year when their records show that they have dropped out of (or have been dropped from lack of attendance) one or more of their classes, causing them to fall below the required minimum of four semester units of college coursework.

**12. Security.** BEAUMONT USD shall be responsible for supervision, safety, and security of the Facilities, MCHS program, and MCHS program employees, students, and visitors. BEAUMONT USD shall be given a campus master key. If any lock mechanism fails or requires service, BEAUMONT USD will coordinate with MSJC for replacement or service at BEAUMONT USD's expense. Both BEAUMONT USD and MSJC will provide the other party with emergency contact information.

**13. Equipment.** Existing office equipment, computers, and computer equipment will be available for the operation of the MCHS; however, the Parties understand and agree that all such equipment owned by MSJC shall remain the personal property of MSJC. BEAUMONT USD shall provide all MCHS students with appropriate portable technology to access instructional materials and assignments. Notwithstanding the foregoing, MSJC equipment in or on the Facilities such as: copiers; printers; or maintenance & operations tools, equipment, and supplies; and security radio equipment shall be removed from the Facilities and not be available for BEAUMONT USD use. Equipment purchased and/or provided by BEAUMONT USD shall remain the sole responsibility of BEAUMONT USD and must be removed at no cost to MSJC upon termination or expiration of the Agreement. MSJC equipment on the Facilities as of the effective date of Agreement shall be maintained, operated, and configured

solely by BEAUMONT USD and remain on the Facilities upon termination or expiration of the Agreement in same condition, ordinary wear and tear excepted.

**14. Supplies.** BEAUMONT USD shall furnish all high school instructional materials and consumable items necessary to operate the MCHS.

**14.1** BEAUMONT USD will be responsible for providing instructional materials necessary for conducting high school classes.

**14.2** BEAUMONT USD will be responsible for providing office materials necessary for conducting administrative tasks associated with the high school operations.

**15. Removal of Personal Property and Improvements.** It is agreed that all BEAUMONT USD owned personal property, as well as other permanent improvements erected in or upon any realty, may be removed by BEAUMONT USD as mutually agreed to by both parties. Any such removal of property is affected before the expiration of the term of this Agreement and all damage caused to the Facilities by removal shall be repaired by BEAUMONT USD.

**16. Enforcement.** All rules and regulations governing the use of the Facilities including but not limited to, rules and regulations governing student behavior, may be enforced by BEAUMONT USD or MSJC personnel.

**17. Payment for Use of Facilities.** BEAUMONT USD shall use the Facilities at a cost of \$1.00 for the one-year Term of this Agreement.

**18. MCHS Funding.** BEAUMONT USD shall receive state average daily attendance funding as an alternative school based upon a 180-minute minimum day, as required by Education Code section 46146.5 per passage of SB 1316. MSJC shall receive any applicable funding for the community college classes attended by students over and above their 180-minute minimum instructional day. BEAUMONT USD and MSJC shall not share any funding or revenue based upon student attendance at MCHS.

**19. No Personal Liability.** It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of BEAUMONT USD or MSJC, nor any of the officers or employees thereof by virtue of this Agreement.

**20. Policies and Procedures.** Beaumont USD and MCHS students will abide by all MSJC Board policies and procedures.

**21. Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the Parties hereto; BEAUMONT USD shall not have the right to assign or otherwise transfer or subgrant the license to use the Facilities.

**22. Notices.** Any notice, communication, or delivery required to be given by this Agreement by either party to the other shall be completed by personal delivery or by first-class mail to:

**BEAUMONT USD:**

Beaumont Unified School District

350 W Brookside Ave, 92223

Beaumont, CA 92223

Attn: Sergio San Martin, CBO

**MSJC:**

Mt. San Jacinto Community College District

1499 N. State Street

San Jacinto, CA 92583

Attn: VP, Business Services



**23. Agreement Term and Termination.** This Agreement shall commence **July 1, 2024** and expire **June 30, 2025**. The Agreement may be renewed or extended by mutual written agreement of the Parties. The Agreement may be terminated prior to expiration by mutual agreement of the Parties. Additionally, either party may terminate this Agreement for cause based on material breach by the other Party; in the event of termination for cause, either party may provide ninety (90) days written notice thereof to the other Party of the termination for cause and the basis therefor, and the Agreement shall be deemed terminated the earlier of (i) ninety (90) calendar days from the date of the notice of termination for cause, or (ii) the expiration date of the Agreement.

The Parties shall conduct a pre-Occupancy inspection and a post-Occupancy inspection of the Facilities. Upon the expiration or termination of Agreement, BEAUMONT USD shall immediately vacate the Facilities and restore, at BEAUMONT USD'S sole cost and expense, same to its condition as of the effective date of Agreement, including but not limited to thoroughly cleaning and repairing any damage arising from BEAUMONT USD activities, ordinary wear and tear excepted.

**24. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**25. Mutual Indemnification and Hold Harmless.** Both Parties hereby agree to defend, indemnify and hold harmless the other Party, its officers, employees, representative, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including reasonable attorney's fees, arising from personal or bodily injuries, property damage or otherwise, arising out of or in connection with any activity undertaken by the Parties pursuant to this Agreement hereof; provided that such liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses are not the result of the sole negligence or willful misconduct of the other Party, its officers, employees, representatives, agents or volunteers.

**26. Insurance.** MSJC will maintain for itself appropriate commercial general liability insurance coverage in the minimum amounts of: \$1,000,000 per occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations; and \$2,000,000 for general aggregate. BEAUMONT USD is required to provide MSJC a certificate of liability insurance prior to MSJC providing services as outlined per the terms of this Agreement naming MSJC and its directors, officers, agents, employees, and consultants as additional named insureds at the commencement of this agreement. The minimum limits of liability will be: \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage, including coverage for sexual assault and molestation); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations; and

\$2,000,000 for general aggregate.

**27. Hazardous Materials.** BEAUMONT USD shall not permit the introduction, placement, use, storage, manufacture, transportation, release or disposition (collectively, "Release") of any Hazardous Material(s) (defined below) on or about any portion of the MSJC Facilities without the prior written consent of MSJC. BEAUMONT USD covenants that, at its sole cost and expense, BEAUMONT USD will comply with all applicable laws with respect to the Release by BEAUMONT USD, its agents, employees, contractors, or invitees of any such permitted Hazardous Materials. BEAUMONT USD shall indemnify, defend and hold MSJC harmless from and against any and all claims, losses, damages, liabilities, or expenses arising in connection with the Release of Hazardous Materials in violation of Hazardous Materials laws by BEAUMONT USD or its agents. BEAUMONT USD's obligation to defend, hold harmless and indemnify pursuant to this Section shall survive the termination or expiration of this Agreement.

As used in this Agreement, the term "Hazardous Materials" means any chemical, substance, waste or material which has been or is hereafter determined by any federal, state or local governmental authority to be capable of posing risk of injury to health or safety including, without limitation, those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act, as amended, and in the regulations promulgated pursuant to said laws; those substances defined as "hazardous wastes" in section 25117 of the California Health & Safety Code, or as "hazardous substances" in section 25316 of the California Health & Safety Code, as amended, and in the regulations promulgated pursuant to said laws; those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or designated by the Environmental Protection Agency (or any successor agency) as hazardous substances (see, e.g., 40 CFR Part 302 and amendments thereto); such other substances, materials and wastes which are or become regulated or become classified as hazardous or toxic under any laws including, without limitation, the California Health & Safety Code, Division 20, and Title 26 of the California Code of Regulations; and any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to section 311 of the Clean Water Act of 1977, 33 U.S.C. sections 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to section 307 of the Clean Water Act of 1977 (33 U.S.C. § 1317), as amended; (v) flammable explosives; (vi) radioactive materials; (vii) radon gas; or (viii) mold.

MSJC shall have the right, upon reasonable advance notice to BEAUMONT USD, to inspect, investigate, sample and/or monitor the Facilities, including any soil, water, groundwater, or other sampling, to the extent reasonably necessary to determine whether BEAUMONT USD is complying with the terms of this Agreement with respect to Hazardous Materials. In connection therewith, BEAUMONT USD shall provide MSJC with reasonable access to all portions of the Facilities; provided, however, that any such inspection shall not unreasonably interfere with BEAUMONT USD's operations under this Agreement.

**28. Inspection.** MSJC shall have the right to enter the Facilities at any time during regular business hours with prior notice of twenty-four (24) hours to BEAUMONT USD for any of the following purposes and MSJC shall make every effort to conduct these activities in a manner that does not unduly interrupt BEAUMONT USD's use of the Site:

a. To determine whether the Facilities are in good condition and whether BEAUMONT USD is

complying with its obligations under this Agreement;

- b. To do any necessary maintenance and to make any restoration to the Facilities that MSJC has the right or obligation to perform;
- c. To serve, post, or keep posted any notices required by law or allowed under provisions of this Agreement;
- d. To show the Facilities to prospective brokers, agents, buyers, and tenants at any time during the Term.

**29. Confidentiality.** BEAUMONT USD and MSJC will perform the services as outlined in this Agreement in accordance with the privacy and confidentiality rules and regulations as mandated by federal, state, and or local laws. MSJC and BEAUMONT USD will not disclose any confidential information to a third party except as required by law.

**30. Applicable Law.** This Agreement will be subject to and will comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement.

**31. Governing Law, Jurisdiction and Venue.** This Agreement will be governed, construed and enforced in accordance with the laws of the State of California. The jurisdiction will be the State of California and the venue will be Riverside County, California.

**32. Disputes.** The Parties will attempt to resolve any-dispute or claim arising or in relation to this Agreement. If the dispute or claim cannot be resolved, each Party agrees that the resolution of the dispute shall be determined by a court of competent jurisdiction located within Riverside County, California and in accordance with the laws of the State of California. The Parties can mutually agree in writing to have the dispute or claim submitted to arbitration for resolution. If any legal action is necessary to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

**33. Equal Employment Opportunity.** Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code § 12926, ancestry, marital status, or citizenship.

**34. Independent Contractor Status.** In the performance of the obligations under this Agreement, the Parties shall be, and acknowledge that the other Party is in fact and law, an independent contractor and is not considered an officer, agent, employee, partner, or joint venturer of the other Party. With respect to a Party's employees, the Party shall be solely responsible for payment of wages, benefits and other compensation (including workers' compensation benefits), compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employment taxes whether federal, state, or local, and compliance with any and all other laws regulating employment.

**35. Authority to Incur Financial Obligation.** It is understood that neither Party, in its performance of any and all duties under this Agreement, has authority to bind the other Party to any agreements, financial obligations, or undertakings.

**36. Disqualified Employees.** Each party to this agreement shall ensure that persons who perform services at the MCHS location have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code.

**37. Board Approval Required.** This Agreement is conditioned upon the approval of the governing boards of both BEAUMONT USD and MSJC as set forth by Education Code Section 76004.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dated: \_\_\_\_\_

**Beaumont Unified School District**


By: \_\_\_\_\_

Print Name: Sergio San Martin

Print Title: Chief Business Official

Dated: Jul 16, 2024

**Mt. San Jacinto Community College District**

By:   
\_\_\_\_\_  
Michael Beckham (Jul 16, 2024 12:22 PDT)

Print Name: Michael Beckham

Print Title: Interim Vice President  
Business Services