



NOTICE OF CLAIM OR SUIT

As a condition precedent to the rights under this Memorandum of Understanding, PASD and PCCS will provide notice of incident, claim or suit to CCSJPA as soon as practicable, but in no event later than sixty (60) days after the date of occurrence that gives rise to the claim or suit. PASD and PCCS will timely provide any and all documentation, facts, materials and/or information to facilitate defense by CCSJPA.

DISPUTE RESOLUTION

In the event PASD and/or PCCS and/or CCSAJPA are unable to come to agreement via good faith mediation as to the actual amount to be paid, each party shall name a competent and disinterested arbitrator, and the arbitrators, before proceeding further, shall appoint a competent and disinterested umpire. The arbitrators together shall calculate the amount due, and failing to agree, shall submit their differences to the umpire.

The award in writing, duly verified by the umpire and any two parties, shall determine the points in question. Each party shall pay the cost of their attorneys and chosen arbitrator and equally pro rate the cost of the umpire.

The decision by the arbitrators shall be binding, and that judgment may be entered in any court of competent jurisdiction.

AMENDMENTS

This agreement may be amended or modified in whole or part, in writing and must be signed by all parties.

NOTIFICATION

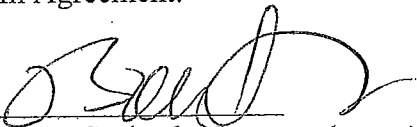
Written notification will be present through the U.S. Mail and shall be addressed as follows:

PASD
Brent Cushenbery, Superintendent
P.O. Box 87
Point Arena, CA 95468

PCCS
Sigrid Hillscan, Director
P.O. Box 984
Point Arena, CA 95468

CCSJPA
c/o Susan Bedard, Risk Manager
Community Risk Solutions, Inc.
6520 Platt Ave., #250
West Hills, CA 91307

In Agreement:


Brent Cushenbery 7-16-2015
Superintendent
Point Arena Schools District

Sigrid Hillscan
Director
Pacific Community Charter School

Susan Bedard, Risk Manager
CA Charter Schools JPA