

**MEMORANDUM OF AGREEMENT  
FOR TRANSPORTATION SERVICES  
BETWEEN  
KASHIA BAND OF POMO INDIANS  
AND  
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT**

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made and entered into effective July 1, 2022 by and between the KASHIA BAND OF POMO INDIANS OF THE STEWARTS POINT RANCHERIA (hereinafter referred to as the "TRIBE"), and the POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "POINT ARENA") each a Party and collectively the Parties, is for the purpose of providing certain transportation services to students attending schools in POINT ARENA. The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless terminated pursuant to the terms herein.

**I. TRIBE AGREES TO PROVIDE AND PERFORM THE FOLLOWING:**

- A. SCOPE: TRIBE shall furnish transportation services to POINT ARENA students who reside on or near the Kashia Rancheria. TRIBE shall transport these students to and from the Kashia Rancheria to the bust stop at Sea Ranch or the designated pick up/drop off destination where POINT ARENA will pick up/drop off the students. Such transportation shall be provided for each day that POINT ARENA schools are convened and in accordance with the transportation schedule agreed upon by the Parties.
- B. PERMITS.AND LICENSES: The TRIBE, its employees and its agents, shall secure and maintain all valid permits and licenses that are required by law for the performance of this Agreement.
- C. ACCIDENT/INCIDENT REPORTS: All accidents and/or incidents involving equipment, pupils or personnel while operating under this Agreement shall be verbally reported to POINT ARENA immediately. A written report of the accident/incident involving injuries and/or potential injuries will be presented to POINT ARENA within 10 business days, and shall include, but not be limited to, all reports which are required by other regulatory and law enforcement agencies. TRIBE covenants and agrees, and shall, cooperate with and timely provide POINT ARENA such further and additional information as POINT ARENA may require relative to such accidents and/or incidents.

D. PERSONNEL: TRIBE shall comply with all applicable laws and regulations governing the safe transportation of students. TRIBE shall be responsible for properly and adequately training its personnel and ensuring that its personnel are licensed as required by law.

E. EQUIPMENT: All equipment used by TRIBE under this Agreement, shall remain the property of TRIBE, unless specifically agreed upon otherwise in writing.

F. PERSONNEL SCREENING: All TRIBE operating personnel are subject to the fingerprinting requirements of Education Code section 45125.1. TRIBE shall submit fingerprints for review by the Department of Justice and authorize POINT ARENA to receive subsequent arrest and conviction notifications.

In addition, TRIBE shall ensure that all operating personnel comply with the tuberculosis screening requirements set forth in Education Code section 49406 and Health and Safety Code section 121525, the first-aid requirements set forth in Vehicle Code sections 12517.3 and 12522, and all POINT ARENA policies that relate to transportation and child abuse reporting.

G. PUPIL DISCIPLINE: TRIBE'S operating personnel shall address all disciplinary matters in collaboration with POINT ARENA and in strict accordance with POINT ARENA policy. All discipline issues shall be reported to POINT ARENA in writing by the next school day following completion of the transportation route.

II. **THE PARTIES AGREE TO THE FOLLOWING:**

A. COMPENSATION: Costs for all transportation services provided by TRIBE under this Agreement shall be determined as follows:

1. TRIBE agrees to provide POINT ARENA with transportation services, drivers, vehicle, insurance and all vehicle maintenance to furnish the agreed upon transportation services under the terms of this Agreement.

2. POINT ARENA shall pay the TRIBE \$9,072.00 (Nine-thousand-seventy-two dollars), for providing the above-referenced transportation services over the course of a 180-day school year.