



Warren Galletti, Superintendent  
Catherine Chin, Fiscal Resources – Dunnell Daleuski, Human Resources  
Kelly Piper, Accounting Technician – Lisa Riboli, District Secretary

**MEMORANDUM OF UNDERSTANDING  
TRANSPORTATION AGREEMENT  
BETWEEN  
ARENA UNION ELEMENTARY SCHOOL DISTRICT/  
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT  
AND  
PACIFIC COMMUNITY CHARTER SCHOOL**

**THIS AGREEMENT**, made and entered into effective August 1, 2023, by and between the ARENA UNION ELEMENTARY SCHOOL DISTRICT/POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "DISTRICT") and the PACIFIC COMMUNITY CHARTER SCHOOL (hereinafter referred to as "CHARTER SCHOOL") for the purpose of providing transportation services. The term of this Agreement shall be from 8/1/2023 to 6/30/24 unless terminated pursuant to the terms herein.

**I. GENERAL STATEMENT**

A. This Agreement is executed for the purpose of providing school bus transportation to CHARTER SCHOOL students through the DISTRICT's Transportation Department.

**II. SERVICES TO BE PROVIDED**

A. Pupil transportation services shall be defined to mean all of the following:

1. Transportation services for all students attending the CHARTER SCHOOL who live within the boundaries of the DISTRICT, subject to space availability, as determined by DISTRICT and CHARTER SCHOOL.
2. Bus transportation to and from different sites for CHARTER SCHOOL athletic/extracurricular activity trips, as agreed upon by DISTRICT and CHARTER SCHOOL.
3. Bus transportation for community activities as authorized by law, as agreed upon by DISTRICT and CHARTER SCHOOL.

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Board of Trustees  
Sigrid Hillscan, Board President – Sal Martinez, Clerk of the Board  
Bob Gardiner – Jessika Holguin — Mary Visher — Aparna Wilder

Point Arena School District prohibits discrimination, intimidation, harassment (including sexual harassment) or bullying based on a person's actual or perceived age, ancestry, color, disability, ethnicity, gender, gender expression, gender identity, genetic information, immigration status, marital status, medical information, national origin, parental status, pregnancy status, race, religion, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics..)



4. Routing and scheduling services and all other administrative and clerical needs regarding the school transportation system.

### III. DISTRICT AGREES TO PROVIDE AND PERFORM THE FOLLOWING:

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

In the furnishing of the transportation services under this Agreement, DISTRICT agrees to comply with and observe all provisions of the DISTRICT's policies and procedures, 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 services.

- B. **PERMITS AND LICENSES:** DISTRICT, its employees and its agents, shall secure and maintain valid permits and licenses that are required by law for the execution of this Agreement.
- C. **INSURANCE:**

#### Commercial General Liability and Automobile Liability

1. DISTRICT shall furnish to CHARTER SCHOOL a Certificate of Insurance, issued by an insurance carrier authorized to conduct business in the State of California and have an AM Best Rating of A- VII or higher, stating the following coverage and limits insurance are presently in effect:
  - General Liability Insurance - with limits not less than \$2,000,000 Each Occurrence, \$4,000,000 General Aggregate, \$4,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising Injury Limit. The Charter School, its officers, employees, agents, and volunteers shall be included as additional insureds for all ongoing and completed operations.
  - Automobile Liability Insurance covering bodily injury and property damage in an amount no less than \$5,000,000 combined single limit for each occurrence/accident. Said insurance shall include coverage for owned, non-owned, and leased vehicles used in the performance of services under this Agreement.
  - Sexual abuse and molestation policy with coverage not less than \$3,000,000 per occurrence or claim.

#### Additional Insurance requirements:

- a. The insurer will not cancel or make material changes to the insured's coverage without (30) days prior written notice to CHARTER SCHOOL; and



- b. CHARTER SCHOOL, its officers, agents, employees, and volunteers are named as additional insured on all liability policies for operations by or on behalf of the named insured in the performance of this Agreement.
- c. The insurance provided herein is primary coverage and any insurance or self-insurance programs maintained by the CHARTER SCHOOL shall not be required to contribute with it. The primary coverage requirement does not invalidate CHARTER SCHOOL's obligations under Section IV below.

#### Workers' Compensation Insurance

1. DISTRICT shall furnish to CHARTER SCHOOL a Certificate of Insurance, issued by an insurance carrier licensed to write workers' compensation insurance 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 with Employers Liability limits of at least \$1,000,000 per accident or disease. The workers' compensation insurance shall be endorsed with a waiver of subrogation in favor of the CHARTER SCHOOL
2. DISTRICT shall be required to secure the payment of Worker's Compensation to its employees in accordance with the provisions of Labor Code Section, 3700.

D. ACCIDENT/INCIDENT REPORTS: All accidents and/or incidents involving equipment, pupils or personnel while operating under this Agreement shall be verbally reported to the CHARTER SCHOOL immediately. A written report of the accident/incident involving injuries and/or potential injuries will be presented to the CHARTER SCHOOL within 10 business days, and shall include, but not be limited to, all reports which are available by other regulatory and law enforcement agencies. DISTRICT covenants and agrees, and shall, cooperate with and timely provide the CHARTER SCHOOL such further and additional information as CHARTER SCHOOL may require and request relative to such accidents and/or incidents.

E. DISTRICT PERSONNEL: DISTRICT shall be responsible for the hiring and discharging of personnel employed by DISTRICT to perform its obligations hereunder.

Disputes or controversies regarding discipline involving drivers, pupils, or employees of CHARTER SCHOOL or DISTRICT, or contractors, hereto arising out of the performance of this Agreement, which cannot be resolved will be referred to the Superintendent of the DISTRICT and Director of the CHARTER SCHOOL for resolution.

F. EQUIPMENT: All equipment purchased by DISTRICT pursuant to this Agreement, shall remain the property of DISTRICT, unless specifically agreed upon prior to acquisition.

G. INDEMNITY: DISTRICT shall defend, hold harmless, and indemnify CHARTER SCHOOL, its governing board, officers, administrators, agents, employees, students,



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 that arises out of or result from the active negligence, wrongful or willful acts or omission of DISTRICT or any person acting under the direction and control of DISTRICT.

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

- H. PERSONNEL SCREENING: All DISTRICT operating personnel are subject to the fingerprinting requirements of Education Code section 45125.1. In addition, DISTRICT shall ensure that all operating personnel comply with the tuberculosis screening requirements set forth under Education Code section 49406 and Health and Safety Code section 121525, the first aid requirements set forth under Vehicle Code 12517.3 and 12522, and DISTRICT policies that relate to transportation and child abuse reporting.
- I. PUPIL DISCIPLINE: DISTRICT's operating personnel are responsible for all pupil discipline which is required to properly and safely operate DISTRICT's buses. DISTRICT's operating personnel shall handle all disciplinary matters in collaboration with the CHARTER SCHOOL and in strict accordance with DISTRICT and CHARTER SCHOOL policies. All discipline problems shall be reported to the CHARTER SCHOOL in writing by the next school day following completion of the route.

#### IV. CHARTER SCHOOL AGREES TO PROVIDE THE FOLLOWING:

- A. INDEMNITY: CHARTER SCHOOL shall defend, hold harmless, and indemnify DISTRICT, its governing board, officers, administrators, agents, employees, students, 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 that arises out of or result from the sole negligence, wrongful or willful acts or omission of CHARTER SCHOOL or any person acting under the direction and control of CHARTER SCHOOL.

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

- B. INSURANCE CLAIM: CHARTER SCHOOL acknowledges that DISTRICT's insurance, as provided herein, is subject to a \$150,000 deductible should the DISTRICT file a claim which arises out of the services provided under this Agreement. In consideration of the transportation services being provided, CHARTER SCHOOL



agrees to pay for any deductible cost incurred by the DISTRICT which arises out of the transportation services being provided herein and which does not arise out of or result from the active negligence, wrongful or willful acts or mission of the DISTRICT or any person acting under the direction and control of the DISTRICT.

## **V. ROUTING AND SCHEDULING**

- A. Prior to the start of any service under this Agreement, DISTRICT and CHARTER SCHOOL shall cooperatively establish routes and schedules.
- B. DISTRICT and CHARTER SCHOOL may at any time during the term of the Agreement revise routing, scheduling, or bus assignments, upon mutual agreement.

## **VI. TERMINATION**

- A. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

## **VII. INDEPENDENT CONTRACTOR**

- A. DISTRICT, in the performance of this Agreement, shall be and act as an independent contractor. The parties understand and agree that DISTRICT nor any of its employees shall be considered an officer, employee or agent of the CHARTER SCHOOL, and is not entitled to benefits of any kind or nature normally provided employees of the CHARTER SCHOOL.

## **VIII. 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.

## **IX. GOVERNANCE**

- A. This Agreement is a fully integrated document, and reflects all the agreed terms and conditions. All prior or contemporaneous discussions or understandings are extinguished and no force and effect unless otherwise provided in this Agreement. This Agreement may only be amended by a further signed Amendment or writing formally approved by the DISTRICT Governing Board and executed by authorized representatives of the DISTRICT and CHARTER SCHOOL.
- B. This Agreement shall be construed under the law of the State of California with venue in Mendocino County, and no other place.



ARENA UNION ELEMENTARY/POINT ARENA  
JOINT UNION HIGH SCHOOL DISTRICT  
("DISTRICT")

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By: Warren Galletti  
Title: Superintendent

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Date:

PACIFIC COMMUNITY CHARTER SCHOOL  
("CHARTER SCHOOL")

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By: Jennifer Ketring  
Title: Executive Director

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Date: