

Point Arena Joint Union High School District Arena Union Elementary School District P.O. Box 87, Point Arena CA 95468 (707)882-2803 * Fax (707)882-2848

Warren Galletti, Superintendent

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

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ARENA UNION ELEMENTARY SCHOOL/ POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT(S) AND LYNDSAY BOCCALEONI

This agreement is to serve as a Memorandum of Understanding (MOU) between the Arena Union Elementary School/Point Arena Joint Union High School District(s) and Lyndsay Boccaleoni for the period of February 1 – December 31, 2025.

The Arena Union Elementary School/Point Arena Joint Union High School District(s) and Lyndsay Boccaleoni hereby agree as follows:

WHEREAS, Arena Union Elementary School/Point Arena Joint Union High School District(s) have some individuals who need school bus driver training; and

WHEREAS, Lyndsay Boccaleoni is State Certified School Bus Driver Instructor;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. PARTIES. The parties to this agreement are the Arena Union Elementary School/Point Arena Joint Union High School District(s), 45 Lake St./PO Box 87 Point Arena, CA 95468 and Lyndsay Boccaleoni, PO Box 1132 Rohnert Park, CA 94927.
- 2. TERM. The term of this Agreement shall be from February 1, 2025 through December 31, 2025. The agreement may be extended beyond this term based on Lyndsay Boccaleoni's satisfactory service, and consideration of any potential reasonable rate increase.
- 3. SERVICES. Lyndsay Boccaleoni will provide school bus driver training for the Arena Union Elementary School/Point Arena Joint Union High School District(s). This would include classroom, in-service, and behind the wheel training as well as training to prepare a school bus driver to apply for the California Commercial Driver's License and the School Bus Special Certificate. Lyndsay Boccaleoni may also prepare an eligible candidate to become a Delegate Behind The Wheel Instructor or an eligible candidate to attend the Instructor Academy at the California Department of Education.
- 4. RATE. Arena Union Elementary School/Point Arena Joint Union High School District(s) shall pay Lyndsay Boccaleoni the current IRS reimbursement rate per mile for all travel to and from the district or alternate training and/or meeting location. Lyndsay Boccaleoni shall invoice the District at a rate of \$95.00 per hour for all driver training and documentation time. Lyndsay Boccaleoni will charge a flat rate of \$5,000.00 to prepare a candidate

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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.)



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to become a Behind The Wheel Instructor, and a flat rate of \$7,000.00 to prepare a candidate for the Instructor Academy. The district shall either provide lodging for Lyndsay Boccaleoni for any time Lyndsay Boccaleoni stays in the area, or reimburse for lodging to minimize travel mileage.

- 5. BILLING. Lyndsay Boccaleoni shall prepare detailed monthly invoices for Arena Union Elementary School/Point Arena Joint Union High School District(s) for driver training. Delegate Behind The Wheel preparation and Instructor preparation shall be paid in 2 payments, ½ at the completion of the interview (first session), and ½ upon completion of preparation, including but not limited to all necessary application forms and documentation ready to mail to the CDE.
- 6. BUSES AND MEETING SPACES. The district will make available any and all of its school buses for appropriate and reasonable training. A classroom or meeting facilities shall be available for any training, including wifi.
- 7. DRIVERS. Arena Union Elementary School/Point Arena Joint Union High School District(s) shall ensure to communicate driver training schedules to all drivers to ensure that Lyndsay Boccaloeni will not travel unnecessarily to the district location. Lyndsay Boccaleoni will assist the district in determining the driver training needs and requirements for each driver to ensure that the district is informed of their needs and can schedule with Lyndsay Boccaleoni as necessary,
- 8. OTHER POTENTIAL REQUIREMENTS. The Arena Union Elementary School/Point Arena Joint Union High School District(s) will determine the appropriateness of enrolling Lyndsay Boccaleoni in the district's DMV Employer Pull Notice Program, as well as the district's DOT Drug and Alcohol testing program, as Lyndsay Boccaleoni may have a reasonable need to drive the district's school buses in the course and scope of driver training.
- 9. INDEMNIFICATION. Lyndsay Boccaleoni agrees to indemnify, release, defend, and save the Arena Union Elementary School/Point Arena Joint Union High School District(s), its Board of Trustees and the officers, agents and employees, harmless from any and all claims for loss, damage, injury or liability of any nature whatsoever, including attorney fees and court costs, arising in any respect, directly or indirectly, out of this agreement whether or not there is concurrent active or passive negligence on the part of the Arena Union Elementary School/Point Arena Joint Union High School District(s), but excluding liabilities due to Arena Union Elementary School/Point Arena Joint Union High School District(s)' sole negligence or willful misconduct.

Further, the Arena Union Elementary School/Point Arena Joint Union High School District(s), its Board of Trustees, and the officers, agents and employees agree to indemnify, release, defend and save Lyndsay Boccaleoni harmless from any and all claims for loss, damage, injury or liability of any nature whatsoever,

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including professional omissions as well as including attorney fees and court costs, arising in any respect, directly or indirectly out of this agreement whether or not there is concurrent active or passive negligence on the part of Lyndsay Boccaleoni, but excluding liabilities due to Lyndsay Boccaleoni's sole negligence or willful misconduct.

SIGNATURES:	
Mr. Warren Galletti, Superintendent	<u>2-25-</u> 2; Date
Lyndsay Boccaleoni, Bus Driver Trainer	Date

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