



Warren Galletti, Superintendent

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
ARENA UNION ELEMENTARY SCHOOL DISTRICT AND
SOUTH COAST DAY CARE INC.
FOR AFTER SCHOOL CARE SERVICES

This AGREEMENT is to serve as a Memorandum of Understanding between the Arena Union Elementary School District (AUESD) and South Coast Day Care Inc. (SCDC) for After School Care Services, effective October 1, 2025 – June 12, 2026.

SCDC responsibilities:

- SCDC shall provide after school care services for students in Grades Transitional Kindergarten and Kindergarten. The students served will be agreed upon by the families, AUESD, and SCDC, and those families will go through the SCDC enrollment process.
- SCDC will accept up to a maximum of seven students for the current academic year.
- The after school care services will begin at 2:15pm on regular school days, and 1:30pm on early release days.
- SCDC shall ensure students are chaperoned when walking from AUESD to SCDC.
- Services shall include developmentally appropriate activities aligned with the SCDC program model.
- Ratios shall be kept at a maximum of 10 children per 1 adult.
- SCDC shall provide data sharing in order for AUESD to meet ELOP audit requirements, including, but not limited to: a student listing, registration forms for a select sample, SCDC's calendar, evidence of communication sent out to families, child to staff ratio support, and evidence of an educational enrichment element.
- SCDC shall provide an invoice for services, to be paid upon receipt.
- SCDC employees shall undergo AUESD fingerprint clearance, TB testing, and mandated reporter training.
- SCDC shall provide a certificate of insurance and endorsements per the insurance requirements listed.

Board of Trustees

Sal Martinez, Board President – Sigrid Hillscan, Clerk of the Board
Victor Aparicio – Darrell Bechtol Jr. - Kirk Moberg – Mike Dinning

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..)



AUESD responsibilities:

- AUESD shall provide payment upon receipt of an invoice, based on SCDC's current stated rates and each enrolled student's schedule.
- AUESD shall work with SCDC to identify students served.
- AUESD will help to facilitate and inform their staff, families and students about SCDC services.
- AUESD will foster positive outcomes for shared AUESD and SCDC students & families.

Both SCDC and AUESD will note:

- All protocol for Mandated Reporters will be followed. Communication around safety issues will be done promptly and in compliance with HIPAA and FERPA guidelines.
- The Parties will inform one another of relevant schedule changes.
- As needed, meetings may be requested and take place between SCDC and AUESD to evaluate services and communication.

In witness whereof, the parties hereto have executed this Agreement to be in effect for the period stated above.

Warren Galletti, Superintendent
Arena Union Elementary School District

Date

Julie Lotter, Executive Director
South Coast Day Care Inc.

Date



Childcare or Daycare Service Provider Insurance Limits:

1. General Liability:	\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000	General Aggregate Products/ Completed Operations Aggregate Personal & Advertising Injury Each Occurrence
2. Workers' Compensation: Employers Liability:	Statutory \$1,000,000	As required by the State of California Per Accident for Bodily Injury or Disease
3. Professional Liability and/or Educators' Legal Liability:	\$1,000,000	Per Occurrence
4. Sexual Abuse or Molestation:	\$1,000,000	Each Incident
5. Umbrella/ Excess Liability:	\$1,000,000	Per Occurrence

Coverage shall be at least as broad as:

1. **Required_ / Commercial General Liability** on an occurrence form. Liability deductible or Self-Insured Retention not to exceed \$5,000. Claims Made coverage will not be accepted. Coverage shall be at least as broad as ISO form CG0001.
2. **Required_ / Workers' Compensation Southcoast Daycare Inc.** is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of \$1,000,000 per Accident for Bodily Injury or Disease.
3. **Required_ / Professional Liability / Educators Legal Liability** insurance appropriate to the **Consultant's** profession. Claims Made Coverage form is



acceptable, however retroactive date must be before the date of the Contract and insurance maintained for at least three (3) years after completion of contract of work.

4. **Required_ / Sexual Abuse and Molestation Coverage**
5. **Required_ / Umbrella/Excess Liability** insurance following form of the primary General Liability, Automobile Liability and Employer's Liability insurance.

South Coast Daycare Inc. while located on the Premises or elsewhere. ***The Arena Union Elementary School District*** is not responsible for real or personal property losses suffered by the ***South Coast Daycare Inc.***; it's elected or appointed officials, employees, agents, volunteers or students

*Any insurance proceeds available to **Southcoast Daycare Inc.** that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the **Arena Union Elementary School District** as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Contract or Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.*



Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Required_ / Additional Insured:** To the fullest extent permitted by law, the **Arena Union Elementary School District** its elected or appointed officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of work or operations performed by or on behalf of the **Southcoast Daycare Inc.**; or automobiles owned, leased, hired or borrowed by the **Southcoast Daycare Inc.**. Insurance shall include coverage for claims against the **Southcoast Daycare Inc.**; its elected or appointed officials, employees, agents, and volunteers.
2. **Required_ / Primary Insurance:** For any claims related to this Agreement, the **Southcoast Daycare Inc.'s** insurance coverage shall be primary insurance with respect to the **Arena Union Elementary School District** its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **Arena Union Elementary School District** its elected or appointed officials, employees, agents and volunteers shall be excess of the **Southcoast Daycare Inc.'s** insurance and shall not contribute with it.

Acceptability of Insurers

*Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by **Arena Union Elementary School District** and admitted to do business in the state of California, or with coverage maintained in whole or in part in the form of participation by the **Southcoast Daycare Inc.** in a joint powers authority or other program providing pooled property and liability coverage.*

Deductibles and Self-Insured Retentions

*Any deductibles or self-insured retentions must be declared to and approved by the **Arena Union Elementary School District**. At the option of the **Arena Union Elementary School District** either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the **Arena Union Elementary School District** its officers, officials, employees and volunteers; or the **Southcoast Daycare Inc.** shall provide a financial guarantee satisfactory to the **District** guaranteeing payment of losses and related investigations, claim administration, and defense expenses.*



Notice of Cancellation

Each Insurance policy required above shall state that coverage shall not be canceled, except with notice to the **Arena Union Elementary School District**.

Indemnification

All activities conducted on **Arena Union Elementary School District** property by **Southcoast Daycare Inc.** shall be at the risk of the **Southcoast Daycare Inc.** exclusively. To the fullest extent permitted by law, **Southcoast Daycare Inc.** shall indemnify and hold the **Arena Union Elementary School District** its elected or appointed officials, employees, agents and volunteers harmless against any and all losses, damages, liability, claims, demands and causes of action arising out of or in any way connected with the use by the **Southcoast Daycare Inc.** of **Arena Union Elementary School** property, including premises liability.

*Southcoast Daycare Inc. shall owe this indemnity obligation to **Arena Union Elementary School District** its officers, agents and employees even if loss, damage, liability, claim, demand or cause of action resulted from **Arena Union Elementary School District's** alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive. However, **Southcoast Daycare Inc.** shall not be obligated under this agreement to indemnify **Arena Union Elementary School District** with respect to the sole negligence or willful misconduct of the **Arena Union Elementary School District** its elected or appointed officials, employees, agents and volunteers.*

Subcontractors

Southcoast Daycare Inc. shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Arena Union Elementary School District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.



Proof of Insurance

Southcoast Daycare Inc. shall annually furnish the **Arena Union Elementary School** with original certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the **Arena Union Elementary School** before commencement of any activities under this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. The **Arena Union Elementary School** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

Mail all certificates and endorsements to:

Point Arena School District/Arena Union Elementary School District
Attn: Dunnell Daleuski
Address: PO Box 87, Point Arena CA 95468