



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 BETWEEN
ARENA UNION ELEMENTARY SCHOOL DISTRICT /
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT
AND MARCIA LOTTER**

This agreement is to serve as a memorandum of understanding between the Arena Union Elementary School District / Point Arena Joint Union High School District hereinafter referred to as "Point Arena" and Marcia Lotter for the period of July 1, 2026 through June 30, 2027.

Marcia Lotter shall provide the following services:

- A. "On call" assistance with assessments.
- B. Participation in IEP sessions.
- C. Monthly billing to Point Arena for hours served.
- D. Will comply with insurance requirements per Appendix A.

Point Arena shall provide the following:

- A. Payment for services at the rate of \$100.00 per hour. There will be no charge for travel.

SIGNATURES:

Warren Galletti, Superintendent
Arena Union Elementary School District /
Point Arena Joint Union High School District

Date

Marcia Lotter, Psychometrist

Date

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

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..)



APPENDIX A

Consultants / Professional Service Providers Insurance Requirements

Architect, Attorney, Auditor, Counselor, Consultant, Engineer, Teacher, Security Service, etc.

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

Minimum Scope of Insurance

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 / Not Required _____ Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of \$1,000,000 per Accident for Bodily Injury or Disease.
3. **Required_ / Professional Liability / Errors & Omissions Liability / Malpractice / 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 must be maintained for at least three (3) years after completion of the contract of work. Architects' and Engineers' coverage is to be endorsed to include contractual liability.*
4. ***Required _____ / Not Required _____ Sexual Abuse and Molestation Coverage**

*Any insurance proceeds available to **Consultant** that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the **The Point Arena 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 and auto liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Required_v_/ Additional Insured: To the fullest extent permitted by law, the **The Point Arena 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 **Consultant**; or automobiles owned, leased, hired or borrowed by the

Consultant.

2. Required_v_/ Primary Insurance: For any claims related to this project, the **Consultant's** insurance coverage shall be primary insurance with respect to the **The Point Arena School District**, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **The Point Arena School District**, its elected or appointed officials, employees, agents and volunteers shall be excess of the **Consultant's** insurance and shall not be required to contribute with it.

3. Required_v_/ Waiver of Subrogation: **Consultant** hereby grants to **The Point Arena School District** a waiver of any right to subrogation which any insurer of said **Consultant** may acquire against the **The Point Arena School District** by virtue of the payment of any loss under such insurance. **Consultant** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the **The Point Arena School District** has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

*Insurance is to be placed with insurers with a current A.M. Best rating of no less than A- VII, unless otherwise acceptable by **The Point Arena School District** and admitted to do business in the state of California, or accepted by the Surplus Lines Association to do business in California. If the **Consultant** is a Public Entity, coverage maintained in whole or in part in the form of participation by the **Consultant** in a joint powers authority or other program providing pooled property and liability coverage is acceptable.*

Deductibles and Self-Insured Retentions

*Any deductibles or self-insured retentions must be declared to and approved by the **The Point Arena School District**. At the option of the **The Point Arena School District**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the **The Point Arena School District**, its officers, officials, employees and volunteers; or the **Consultant** shall provide a financial guarantee satisfactory to the **The Point Arena School 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 **The Point Arena School District**.*

Indemnity

*Consultant agrees to defend, indemnify, and hold harmless the **The Point Arena School District** and its elected or appointed officials, agents, employees and volunteers from any and all liability or loss arising in any way out of the **Consultant's** negligence in the performance of this Contract, including but not limited to any claim due to injury and/or damage sustained by the **Consultant** and or the **Consultant's** employees or agents.*

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

*The **The Point Arena 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

*Consultant shall furnish the **The Point Arena School District** with certificates and endorsements affecting coverage required by the agreement/contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the **The Point Arena School District** before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.*

*The **The Point Arena School District** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.*

Mail/Email all certificates and endorsements to:

POINT ARENA SCHOOLS DISTRICT: PO Box 87, Point Arena CA 95468

Attn: Dunnell Daleuski ddaleuski@pauhs.org