



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

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT AND
ARTIE BELL**

This agreement is to serve as a Memorandum of Understanding (MOU) between the Point Arena Joint Union High School District and Artie Bell for the period of July 1, 2026 through June 30, 2027. Note: if Point Arena should hire a bus mechanic/driver employee during the aforementioned period, this MOU becomes null and void.

Artie Bell shall provide the following services:

- A. Inspection and repair services for Transportation Department vehicles, equipment, components, systems, etc. for which only a skilled licensed mechanic able to perform such services, in order to ensure the availability of Transportation Department vehicles and equipment in safe operating condition.
- B. A copy of his business mechanic’s license, which should be kept current throughout the duration of this memorandum of understanding.
- C. A copy of insurance with the Point Arena Joint Union High School District listed as an additional insured per the attached insurance requirements.
- D. Fingerprint clearance.

Point Arena Joint Union High School District shall provide the following:

- A. Payment for services at \$155.00/hour.
- B. Travel time from home to work site to home is included and paid at \$155.00/hour.
(Note: Point Arena shall not pay the portion of travel in the event that Mr. Bell drives to a non-Point Arena work site from a Point Arena worksite).
- C. Total sum not to exceed \$40,000.

Note: This MOU specifically does NOT include any Transportation Department related cleaning, transporting of students, office work, and any other activities that can be performed by the Transportation Department Director or another member of the Transportation Department staff per assigned job duties.

SIGNATURES:

Mr. Warren Galletti, Superintendent
Point Arena Joint Union High School District

Date

Mr. Artie Bell, Mechanic

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..)



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_√_/ 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.

Any insurance proceeds available to **Artie Bell** that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the **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_√_/ Additional Insured:** To the fullest extent permitted by law, the **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_√_/ Primary Insurance:** For any claims related to this project, the **Consultant's** insurance coverage shall be primary insurance with respect to the **District**, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **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_√_/ Waiver of Subrogation:** **Consultant** hereby grants to **Point Arena Schools District** a waiver of any right to subrogation which any insurer of said **Consultant** may acquire against the **Point Arena Schools 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 **Point Arena Schools 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 **Point Arena Schools 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 **Point Arena Schools District**. At the option of the **Point Arena Schools District**, either: the insurer shall reduce or eliminate such deductibles or self-insured

retentions with respect to the **Point Arena Schools District**, its officers, officials, employees and volunteers; or the **Consultant** shall provide a financial guarantee satisfactory to the **Point Arena Schools 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 **Point Arena Schools District**.

Indemnity

Consultant agrees to defend, indemnify, and hold harmless the **Point Arena Schools 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

Point Arena Schools 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 **Point Arena Schools 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 **Point Arena Schools District** before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

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

Mail all certificates and endorsements to:

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