



**MEMORANDUM OF AGREEMENT
FOR TRANSPORTATION SERVICES
BETWEEN
KASHIA BAND OF POMO INDIANS AND
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT**

THIS MEMORANDUM OF AGREEMENT (“Agreement”), made and entered into effective July 1, 2026 by and between the KASHIA BAND OF POMO INDIANS OF THE STEWARTS POINT RANCHERIA (hereinafter referred to as the “TRIBE”), and the POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT (hereinafter referred to as “POINT ARENA”) each a Party and collectively the Parties, is for the purpose of providing certain transportation services to students attending schools in POINT ARENA. The term of this Agreement shall be from July 1, 2026 to June 30, 2027 unless terminated pursuant to the terms herein.

I. TRIBE AGREES TO PROVIDE AND PERFORM THE FOLLOWING:

A. SCOPE: TRIBE shall furnish transportation services to POINT ARENA students who reside on or near the Kashia Rancheria. TRIBE shall transport these students to and from the Kashia Rancheria to the bust stop at Sea Ranch or the designated pick up/drop off destination where POINT ARENA will pick up/drop off the students. Such transportation shall be provided for each day that POINT ARENA schools are convened and in accordance with the transportation schedule agreed upon by the Parties.

B. PERMITS AND LICENSES: The TRIBE, its employees and its agents, shall secure and maintain all valid permits and licenses that are required by law for the performance of this Agreement.

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

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.)



D. PERSONNEL: TRIBE shall comply with all applicable laws and regulations governing the safe transportation of students. TRIBE shall be responsible for properly and adequately training its personnel and ensuring that its personnel are licensed as required by law.

E. EQUIPMENT: All equipment used by TRIBE under this Agreement, shall remain the property of TRIBE, unless specifically agreed upon otherwise in writing.

F. PERSONNEL SCREENING: All TRIBE operating personnel are subject to the fingerprinting requirements of Education Code section 45125.1. TRIBE shall submit fingerprints for review by the Department of Justice and authorize POINT ARENA to receive subsequent arrest and conviction notifications.

In addition, TRIBE shall ensure that all operating personnel comply with the tuberculosis screening requirements set forth in Education Code section 49406 and Health and Safety Code section 121525, the first-aid requirements set forth in Vehicle Code sections 12517.3 and 12522, and all POINT ARENA policies that relate to transportation and child abuse reporting.

G. PUPIL DISCIPLINE: TRIBE'S operating personnel shall address all disciplinary matters in collaboration with POINT ARENA and in strict accordance with POINT ARENA policy. All discipline issues shall be reported to POINT ARENA in writing by the next school day following completion of the transportation route.

II. THE PARTIES AGREE TO THE FOLLOWING:

A. COMPENSATION: Costs for all transportation services provided by TRIBE under this Agreement shall be determined as follows:

1. TRIBE agrees to provide POINT ARENA with transportation services, drivers, vehicle, insurance and all vehicle maintenance to furnish the agreed upon transportation services under the terms of this Agreement.

2. POINT ARENA shall pay the TRIBE \$20,000.00 (Twenty-thousand dollars), for providing the above-referenced transportation services over the course of a 180-day school year.

3. Payment for services under the terms of the Agreement shall be made as follows:

a. TRIBE shall invoice POINT ARENA for transportation services at the conclusion of the academic year.

b. POINT ARENA will assure payment within 30 days absent disputes or questions concerning TRIBE's invoice.

B. SUPERVISION: TRIBE shall ensure proper supervision of students while providing transportation services, including all embarking and disembarking of students, pursuant to this Agreement. Students shall not be permitted to disembark from any vehicle to transfer to another vehicle until such time as the second vehicle is on site.

C. INSURANCE:



Both parties, at its expense, shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **Contractor**, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Required_✓/ General Liability:** Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
2. **Required_✓/ Auto Liability:** Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, Symbol 1 (any auto).
3. ***Required_✓/ Not Required__ Sexual Abuse and Molestation Coverage**

Any insurance proceeds available to **Contractor** that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to 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 Automobile Liability 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 officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the **contractor**; and with respect to liability arising out of work or operations performed by or on behalf of the **Contractor** including materials, parts or equipment furnished in connection with such work or operations.
2. **Required_✓/ Primary Insurance:** For any claims related to this project, the **Contractor's** insurance coverage shall be primary insurance with respect to the **Point Arena Schools District**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **Point Arena Schools District**, its officers, officials, employees, or volunteers shall be excess of the **Contractor's** insurance and shall not be required to contribute with it.
3. **Required_✓/ Waiver of Subrogation:** **Contractor** hereby grants to **Point Arena Schools District** a waiver of any right to subrogation which any insurer of said **contractor** may acquire against the **Point Arena Schools District** by virtue of the payment of any loss under such insurance. **Contractor** 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's 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 **Contractor** is a Public Entity, coverage maintained in whole or in part in the form of participation by the **Contractor** 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 **Contractor** 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 **The Point Arena School Point Arena Schools District**.

Subcontractors

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

Special Risks or Circumstances

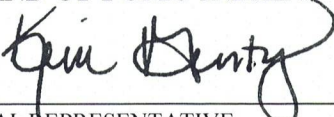
The Point Arena School Point Arena Schools District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Proof of Insurance

Contractor 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 effecting the coverage required by these specifications at any time.

KASHIA BAND OF POMO INDAINS

BY: 
TRIBAL REPRESENTATIVE
KASHIA BAND OF POMO INDIANS
OF THE STEWARTS POINT RANCHERIA

DATE: 9/22/26

POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT

BY: _____
Warren Galletti
SUPERINTENDENT
POINT ARENA JOINT UNION HIGH SCHOOL
DISTRICT

DATE: _____