



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
POINT ARENA JOINT UNION HIGH SCHOOL DISTRICT
AND THE MALIBU GOURMET**

This agreement is to serve as a Memorandum of Understanding (MOU) between the Point Arena Joint Union High School District and The Malibu Gourmet for the period of July 1, 2026 – June 30, 2027.

The Malibu Gourmet shall provide the following:

- A. Two days per week of Culinary Arts services for Point Arena High School students, including food science dietetics & nutrition, food service, hospitality, tourism & recreation, etc.
- B. Fingerprint clearance.
- C. Submit invoice(s) to the District Office to be paid in the next available weekly batch after the invoice(s) are submitted.
- D. Insurance per requirements in Appendix A.

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

- A. Payment for services at \$66.50 per hour to be paid in the next available weekly check batch after an invoice is submitted.

SIGNATURES:

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

Date

Ms. Elizabeth Clune, Owner & Chef
The Malibu Gourmet

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

<i>General Liability Insurance</i>	<i>\$1,000,000</i>	<i>Each Occurrence</i>
	<i>\$1,000,000</i>	<i>Personal & Advertising Injury</i>
	<i>\$2,000,000</i>	<i>General Aggregate</i>
	<i>\$2,000,000</i>	<i>Products/Completed Operations Aggregate</i>
<i>Employer' Liability</i>	<i>\$1,000,000</i>	<i>Per Accident for Bodily Injury or Disease</i>
<i>Professional Liability, E & O or Educators Legal Liability</i>		
	<i>\$1,000,000</i>	<i>Per Occurrence</i>
<i>Sexual Abuse and Molestation</i>	<i>\$1,000,000</i>	<i>Each Incident</i>

Other Insurance Provisions

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

- **Additional Insured:** To the fullest extent permitted by law, the Point Arena Schools 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 **The Malibu Gourmet**
- **Primary Insurance:** For any claims related to **The Malibu Gourmet** insurance coverage shall be primary insurance with respect to the **Point Arena Schools District**, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the **Point Arena Schools District**, its elected or appointed officials, employees, agents and volunteers shall be excess of **The Malibu Gourmet** insurance and shall not be required to contribute with it.
- **Waiver of Subrogation:** **The Malibu Gourmet** hereby grants **Point Arena Schools District** a waiver of any right to subrogation which any insurer of said **The Malibu Gourmet** may acquire against **Point Arena Schools District** by virtue of the payment of any loss under such insurance. **The Malibu Gourmet** 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 **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 **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 **District**. At the option of the **District**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the **District**, its officers, officials, employees and volunteers; or the **Consultant** 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 **District**.*

Indemnity

***Consultant** agrees to defend, indemnify, and hold harmless the **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.*

Special Risks or Circumstances

***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.*

Mail Certificates to:

Point Arena School District – PO Box 87, Point Arena CA 95468
Attn: Dunnell Daleuski – Human Resources
ddaleuski@pauhs.org