

MEMORANDUM OF UNDERSTANDING (MOU)
BY AND BETWEEN
REED UNION SCHOOL DISTRICT AND
THE RANCH - BELVEDERE TIBURON JOINT RECREATION COMMITTEE (BTJRC)

Facilities Use

This Memorandum of Understanding (“MOU” or “Memorandum”) is entered into as of July 1, 2025, by and between Belvedere Tiburon Joint Recreation – The Ranch, located at 600 Neds Way, Tiburon, California 94920 (the “First Party”), and Reed Union School District (RUSD), located at 277A Karen Way, Tiburon, California 94920 (the “Second Party”). The First Party and Second Party may be referred to individually as a “Party” and collectively as the “Parties.” This MOU is entered into for the purpose of establishing and achieving various goals and objectives relating to a cooperative partnership.

RECITALS

WHEREAS, the Parties desire to enter into an agreement under which they will work together to accomplish the goals and objectives set forth herein; and WHEREAS, the Parties wish to establish an understanding that sets forth the necessary working arrangements agreed upon to support this partnership.

MISSION

The partnership is established with the following mission: To share resources for the betterment of the community at large.

PURPOSE AND SCOPE

This Memorandum of Understanding provides the foundational framework for the partnership and may serve as the basis for any future binding contracts related to the partnership.

OBJECTIVES

The Parties shall collaborate to develop and implement policies and procedures that promote and sustain this agreement, under which: (a) The Ranch will provide lunchtime supervision at Del Mar School; and (b) RUSD will provide use of school facilities at Reed, Bel Aire, and Del Mar Schools, allowing The Ranch to offer recreational and educational programs to the community when school is not in session.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

This MOU does not create a formal contract or legal indenture. Rather, it reflects the Parties’ intent to collaborate in good faith to support an effective partnership characterized by sound managerial, financial, and administrative practices.

SERVICES AND COOPERATION

Services Provided by The Ranch

Del Mar Middle School: The Ranch shall provide three (3) recreation staff members beginning the first full week of school and ending one (1) week before the end of the school year, who shall supervise lunch for grades 6–8 and manage the ball cart.

Bel Aire School: The Ranch shall supervise lunch for grades 3–5 once per week through engaging recreational activities.

Services Provided by RUSD

RUSD shall provide space for The Ranch’s after-school programs at no charge, including but not limited to the following:

Reed School: One (1) classroom five (5) days per week; library two (2) days per week; multi-purpose room five (5) days per week after school and three (3) evenings per week until 8:00 p.m. during the winter basketball league; play area/field up to five (5) days per week until 4:00 p.m. (3:00 p.m. on Wednesdays); and space for a storage shed on school property.

Bel Aire School: One (1) classroom five (5) days per week during the school year; multi-purpose room three (3) days per week after school, rainy days as needed, and two (2) evenings per week until 9:00 p.m.; field and blacktop five (5) days per week; and storage space with key access for after-school supplies.

Del Mar School: One (1) classroom one (1) day per week; gymnasium one (1) day per week for after-school programs and one (1) evening per week (Monday–Thursday) for community recreation programs; storage space with key access for after-school and lunchtime supplies; use of field restroom facilities; tennis courts pursuant to a separate agreement; and permission to make announcements and post informational flyers.

Summer Programs: One (1) classroom five (5) days per week for four (4) to six (6) weeks for summer camp programs at one school site, excluding the week immediately preceding the start of the school year.

PROCESS FOR OBTAINING PERMITS FOR SEASONAL USE

A Use Permit shall be submitted to the Director of Maintenance and Operations for each session (Fall, Winter, Spring, and Summer) two (2) to three (3) months prior to the start of the session. The Parties shall resolve space discrepancies collaboratively. The Director shall return finalized permits within two (2) weeks. Permit changes must be submitted in writing at least one (1) week in advance. RUSD will make reasonable efforts to provide alternative space if needed.

TERM OF UNDERSTANDING

This MOU shall remain in effect for one (1) year and shall be reviewed each spring. It may be extended upon written mutual consent.

AMENDMENT OR CANCELLATION

This MOU may be amended by written mutual agreement. Either Party may cancel with sixty (60) days’ written notice, except in cases of material breach.

GENERAL PROVISIONS

The Parties shall comply with all applicable laws and assume responsibility for their performance. If a Party becomes unable to perform, it shall provide prompt written notice to establish resolution.

LIMITATION OF LIABILITY

No rights or limitations of rights arise solely from this MOU.

DISPUTE RESOLUTION

Disputes shall be addressed in good faith and, if unresolved, submitted to mediation and final binding arbitration pursuant to the Federal Arbitration Act (9 U.S.C. §§ 1–16).

NOTICE

Notices shall be delivered in person or by certified mail to the addresses listed above or as otherwise designated in writing.

GOVERNING LAW

This MOU shall be governed by the laws of the State of California.

SEVERABILITY

Invalid provisions shall not affect the enforceability of the remaining provisions.

ASSIGNMENT

Neither Party may assign this MOU without prior written consent of the other Party.

ENTIRE UNDERSTANDING

This MOU constitutes the entire understanding of the Parties and may be superseded by subsequent written agreements.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU as of the Effective Date.

DISTRICT:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____