

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

Afterschool Tutoring Program

This MEMORANDUM OF UNDERSTANDING (this “MOU”) is made effective as of **July 1, 2025** (“Effective Date”), by and between the REED UNION SCHOOL DISTRICT (“District”) and THE RANCH Belvedere Tiburon Joint Recreation Committee (“Contractor”). Each of District and Contractor are referred to hereinafter as “Party” and collectively as “Parties”.

RECITALS

Contractor is The Ranch - Belvedere Tiburon Joint Recreation Committee is the recreation department for Belvedere and Tiburon.

District and Contractor desire to develop, implement and operate an After School Tutoring Program, hiring Reed Union School District Educators as Independent Contractors.

The Parties desire for the Contractor to ensure the availability and adequacy of the operational infrastructure, staffing, and resources to fulfill the needs of the program.

District wishes to retain, and Contractor wishes to provide an after school tutoring program in conformity with the terms and conditions set forth in this MOU and applicable laws.

The after school tutoring program will be provided at the District’s facilities located at: Bel Aire Elementary School 277 Karen Way, Tiburon, CA 94920; Reed Elementary School 1199 Tiburon Blvd, Tiburon, CA 94920; and Del Mar Middle School 105 Avenida Miraflores, Tiburon, CA 94920 (the “Sites”).

The purpose of this MOU is to set forth the terms and conditions under which the District and Contractor will enter into a partnership to facilitate and operate the after school tutoring program at the Sites.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing and good and valuable consideration as set forth hereafter, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. TERM OF AGREEMENT

1.1 TERM

The term (“Term”) of this MOU shall commence on the Effective Date and shall expire on **June 30, 2026**, unless otherwise renewed or sooner terminated pursuant to the terms and conditions of this MOU.

1.2 RENEWAL OF TERM

Upon both Parties' mutual agreement in writing on the renewal at least thirty (30) days prior to the expiration of the then-current Term, this MOU may be renewed for successive terms ending on June 30 of each subsequent year after the then-current Term (each a "Renewal Term"). The terms and conditions of this MOU during any Renewal Term shall remain consistent with those set forth herein, unless otherwise agreed upon in writing by both parties.

1.3 TERMINATION

a. Termination for cause

District has the right to terminate this MOU or any or all of the Services by written notice to Contractor if (i) Contractor files bankruptcy or becomes insolvent, (ii) Contractor becomes incapable to perform any of requirements of the Afterschool Tutoring Program, or (iii) Contractor is in default under this MOU beyond applicable notice and cure period.

b. Termination for convenience

District may terminate this MOU at any time and for any reason or no reason, at its sole discretion, upon providing no less than ninety (90) days prior written notice to the Contractor.

c. Compensation Upon Termination

Upon termination pursuant to this Section 1.3, Contractor shall be compensated for any program requirements satisfactorily performed up to the date of the termination, provided that Contractor is not in default under this MOU beyond applicable notice and cure period.

2. FACILITIES

2.1 Right of Entry

District and District's agents, employees, faculties, representatives and contractors shall have the right to enter the facilities in which programs are taking place thereon at any time, in the case of an emergency or upon any reported violation or complaint against the Contractor, and otherwise at reasonable times after reasonable prior notice for the purpose of inspection of the performance of the program.

2.2 Utilities and Services

The District shall, at its sole cost and expense, provide and maintain regular utilities and custodial services to the Site, including, but is not limited to, the provision of water, electricity, heating, cooling, and waste disposal services as necessary for the proper functioning of the Site. The District shall also ensure that daily cleaning and general maintenance are performed to keep the Sites in a clean, safe, and orderly condition. Such services shall be conducted in accordance with industry standards and any applicable laws or regulations.

2.3 Repair And Maintenance

The District shall, at its own cost and expense keep and maintain all portions of the Sites and improvements thereto, and all facilities appurtenant to the Site in good order and repair and in as safe and clean condition.

3. SERVICES

3.1 Scope of Services

The Contractor shall provide an After School Tutoring Program and associated “Homework Clubs” in accordance with this MOU and all applicable laws.

The Del Mar Middle School “Homework Club” will maintain a tutor to student ratio of 8 : 1.

The Bel Aire and Reed Elementary School “After school Program” will maintain a tutor to student ratio of (4 or 5) : 1.

Any changes to the above ratios to accommodate additional support will be pre-approved by written agreement by Reed Union School District Administration.

3.2 Roles and Responsibilities of the Contractor

Hire Reed Union School District educators as Independent Contractors to operate an After School Tutoring Program and Homework Club, prioritizing registration of the Reed Union School District’s Social-Economically Disadvantaged (SED) Students.

3.3 Roles and Responsibilities of Independent Contractors

The Lead Teacher Independent Contractor shall maintain open communication with the Reed Union School District administration regarding program progress, challenges, and successes.

The Lead Teacher shall monitor student attendance at tutoring sessions and provide a report to Reed Union School District quarterly. The report should include reference to student names, attendance, hours of tutoring.

The Lead teacher shall meet with the Coordinator of Educational Services to review attendance, student SMART goals, and progress specific to our priority students.

3.4 Hours and Days of Operation

For the 2025/26 school year, projected program seasons are as follows:

Fall Season: September 2, 2025 - December 19, 2025 (14 Weeks)

Winter Season: January 6, 2026 - March 20, 2026 (10 Weeks)

Spring Season: March 23, 2026 - June 5, 2026 (10 Weeks)

The Afterschool Tutoring Program shall operate while school is in session as follows:

Reed Elementary: Monday and Tuesday, 2:40 pm - 4 pm;

Bel Aire Elementary: Monday and Tuesday, 2:35 pm - 4 pm;

Del Mar Middle: Monday, Tuesday, and Thursday, 3:30 pm - 5 pm.

3.5 Eligibility and Enrollment

The Contractor agrees that the District's Priority students shall have priority registration for participation in the program. The Contractor shall provide the District with sufficient notice and an appropriate timeframe to facilitate the priority registration process for its students.

4. PAYMENT

4.1 Payment

The District agrees to compensate the Contractor for the after school tutoring program and services rendered under this MOU as follows:

The District shall pay the Contractor for the proportional cost of those District Instructors who are tutoring Priority Students in the program.

The District shall provide coverage of the following costs, which are initially paid upfront and in full by the Contractor:

- a. Teacher pay based on 4:1 student to teacher ratio at Reed Elementary and Bel Aire Elementary and 8:1 student to teacher ratio at Del Mar Middle, and number of SED students enrolled per day;
- b. Additional payment based on student needs (for example, 1:1 Tutoring Costs for an SED student with an IEP); to be invoiced separately from the base tutoring program.
- c. Additional payment based on "Student Support Services" requested by a Reed Union School District Administrator due to a family needing additional support; to be invoiced separately from the base tutoring program.
- d. 65% of the cost of Snacks for students in Tutoring program;
- e. A base administrative fee of \$3,250 for Tutoring program.

4.2 Invoices

No later than the tenth (10th) day of each month during the Term, the Contractor shall submit to the District an invoice along with sufficient supporting documentation to substantiate the requested payment amounts. The sufficiency of the documentation shall be determined by the District in its reasonable discretion. Properly documented invoices received by the tenth (10th) day of the month shall be paid by the District no later than

the earlier of the twenty-ninth (29th) day of that month or two (2) days prior to the end of that month. Any invoice that is not submitted in proper form or lacks sufficient documentation may be resubmitted by the Contractor no later than the fifth (5th) day of the following month. If properly documented, the District shall pay the resubmitted invoice no later than the twenty-fourth (24th) day of that month.

5. DEFAULT

The occurrence of any of the following constitutes a default by Contractor under this MOU:

Contractor's failure to perform any obligations required to be performed under this MOU if the failure continues for ten (10) days after written notice of the failure from District (provided, however, if the required cure of the noticed non-monetary default cannot reasonably be completed within such ten (10) days, Contractor's failure to perform will constitute a default under this MOU if Contractor undertakes to cure the failure promptly, and in any event within ten (10) days, and diligently and continuously attempts to complete the cure as soon as reasonably possible and in any event within thirty (30) days);

Contractor files bankruptcy or becomes insolvent; or

Contractor becomes incapable of performing any of the programs or services.

In the event of any default, in addition to any other remedy available to District, District may terminate this MOU. Such a termination shall not waive any other legal remedies available to District.

6. INDEMNIFICATIONS

The Contractor shall indemnify, defend, and hold harmless the District, its governing board, officers, employees, agents, and volunteers (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to: (i) any injury or damage to persons or property resulting from the Contractor's ownership, maintenance, or management of the Site, including any acts or omissions of the Contractor, its employees, agents, contractors, or invitees; (ii) any breach or default by the Contractor under this MOU; or (iii) any violation of applicable laws, regulations, or ordinances by the Contractor, its employees, agents, or contractors.

The Contractor's obligation to indemnify shall not be limited by the availability or unavailability of insurance coverage and shall survive the expiration or termination of this MOU. The Contractor shall not be required to indemnify the District for claims, demands, liabilities, losses, damages, or expenses arising solely out of the gross negligence or willful misconduct of the District or its employees.

7. INSURANCE

Without in any way limiting Contractor's liability under this MOU (including without limitation, the indemnification obligations under Section 6 above), Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, during the Term of this MOU and any extension thereof the following insurance amounts and coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims,

damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this MOU:

Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments with limits of not less than \$1,000,000 for each occurrence and \$2,000,000.00 for General Aggregate:

Comprehensive or Business Automobile Liability insurance with limits of not less than \$1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.

Professional Liability insurance with limits of not less than \$1,000,000 for each occurrence.

Workman's Compensation with Employer's Liability limits of not less than \$1,000,000 or Statutory Limits per each accident.

Employers Liability insurance with limits of not less than \$1,000,000 for each occurrence.

The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide: (a) name as additional insured the District, its board, officers and employees, (b) such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this MOU, and that insurance applies separately to each insured against whom a claim is made, or a suit is brought against, and (c) the certificate of insurance for the above shall provide 30 days advance written notice to District regarding cancellation, nonrenewal or reduction of coverage of any of the above insurance.

Contractor, upon execution of this MOU and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policies shall name District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Contractor shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed.

8. STATUS OF CONTRACT

This MOU is not intended to and shall not be construed to create an employment relationship between the Parties or any of their respective employees, agents, or representatives. Nothing in this MOU shall be deemed to establish an employer-employee relationship, partnership, joint venture, or agency between the District and the Contractor. Each party shall remain solely responsible for the direction and control of its own employees and operations.

9. STAFF QUALIFICATION

The Contractor shall be responsible for ensuring that all individuals employed or engaged by the Contractor to provide services or operate programs under this MOU possess and maintain all required qualifications, certifications, and/or licenses applicable to their roles and shall promptly notify the District in writing of any change in such status. District employees assigned to support or participate in programs under this

MOU are existing employees of the District and have satisfied all applicable fingerprinting and background-check requirements pursuant to California law; upon request, the District shall provide verification of such compliance.

9.1 Fingerprinting Clearance Requirements:

a. Contractor shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for Contractor’s employees and volunteers, unless Contractor determines that the volunteers will have no direct contact with District students. The Contractor also notes that District Employees are required to have fingerprinting clearance prior to employment.

It is agreed that RUSD will share with BTJRC if any RUSD employee related to this program commits a crime preventing them from working with students.

b. Prior to service with any District student, Contractor hereby agrees that Contractor’s employees and volunteers, unless Contractor determines that the volunteers will have no direct contact with District pupils, shall not come in contact with District students until CDOJ and FBI clearance are ascertained. Contractor shall certify in writing to District that none of its employees, and volunteers, unless Contractor determines that the volunteers will have no direct contact with District students, or Contractor who may come into contact with District students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). In addition, the Contractor shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

c. According to Education Code sections 44237 and 56366.1, Contractor shall verify that it has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency who may have contact with students. Notwithstanding the restrictions on sharing and destroying criminal background check information, Contractor, upon demand, shall make available evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Contractor is required to retain the evidence with its “Custodian of Records”, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

d. It shall be the responsibility of the Contractor to ascertain from, and comply with, the District’s rules and regulations pertaining to safety and security, particularly when students are present.

e. Contractor employees will have contact or interaction with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services through RUSD's employee fingerprinting process.

10. Mandated Reporting Requirements

a. Contractor acknowledges that all individuals employed or engaged by the Contractor who provide services under this MOU are subject to the child and dependent adult abuse reporting requirements set forth in California Penal Code section 11164 et seq. and California Education Code section 44691, and agrees that such individuals shall comply with all applicable mandated reporting obligations and procedures. Reports shall remain confidential as required by law and applicable professional ethical standards. Contractor further acknowledges that District employees assigned to support or participate in programs under this MOU are Mandated Reporters pursuant to the terms of their employment and receive mandated reporter training through the District.

b. Contractor acknowledges that all individuals employed or engaged by the Contractor who provide services under this MOU are subject to the mandated child abuse and neglect reporting requirements set forth in California Penal Code section 11166(a) and related law, and agrees that such individuals shall comply with all applicable reporting obligations. Contractor further acknowledges that its obligation to report suspected abuse or neglect to the District is in addition to, and not in lieu of, the obligation to immediately report such suspected abuse or neglect to the appropriate public authorities, with a written report submitted within 36 hours as required by law. Contractor shall maintain confidential records of any report of suspected child abuse or neglect and shall notify the District by email or facsimile within 24 hours of becoming aware of circumstances, including but not limited to allegations involving Contractor staff, followed by written confirmation if requested.

c. Contractor shall notify the District of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

11. PROPRIETARY OR CONFIDENTIAL INFORMATION OF DISTRICT

Contractor understands and agrees, that in the performance of the work of services under this MOU, or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to District. Contractor also understands and agrees that the disclosure of such information violates state and/or federal law. Contractor agrees that all information disclosed by District to Contractor shall be held in confidence and used only in performance of the MOU. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data. This requirement to maintain confidentiality shall extend beyond the termination of this MOU.

12. CONTRACTOR DATA POLICY

Contractor will receive data from the District only after providing evidence to the District of parent or guardian consent to such data sharing. Contractor will include in the consent form the following information: (i) a description of the type(s) of data District will be sharing, (ii) a description of the procedures by which a parent, legal guardian, or eligible child may review personally identifiable information in the child's records and correct erroneous information, (iii) a description of the procedures for notifying the affected parent, legal guardian, or eligible child in the event of an unauthorized disclosure of the child's records, (iv) a description of the designation and training of responsible individuals to ensure the security and confidentiality of children's records.

13. SEXUAL HARASSMENT

Contractor shall maintain, and provide upon request, a sexual and gender identity anti-harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by Contractor's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. Contractor further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

14. ASSIGNMENT

Contractor shall have no right to assign this MOU without District's prior written approval, which may be withheld at District's sole discretion.

15. COMPLIANCE WITH LAWS

Contractor shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on performance of this MOU as indicated or specified. If Contractor observes that any of its performance required by this MOU are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the MOU shall be made and this MOU shall be appropriately amended in writing, or this MOU shall be terminated effective upon Contractor's receipt of a written termination notice from District. If a Contractor knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, District shall bear all costs arising therefrom.

16. ANTI-DISCRIMINATION

It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and, therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy.

17. NOTICE

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

Notice to District:

Reed Union School District
277 Karen Way, Tiburon, CA 94920

Notice to Contractor:

The Ranch
600 Ned's Way, Tiburon, CA 94920

Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. NO RIGHTS IN THIRD PARTIES

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

19. LIMITATION OF DISTRICT LIABILITY

Notwithstanding any other provision of this MOU, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this MOU for the services performed in connection with this MOU.

20. DISPUTE RESOLUTION

In the event of a dispute between the parties as to performance of this MOU or the interpretation of this MOU, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the MOU nor stop its performance of the MOU, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the MOU. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District.

21. GOVERNING LAW

This MOU shall be governed by, and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the County of Marin.

22. WAIVER

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

23. SEVERABILITY

If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.

25. AUTHORITY TO BIND PARTIES

Neither party in the performance of any and all duties under this MOU, except as otherwise provided in this MOU, has any authority to bind the other to any agreements or undertakings.

26. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both parties.

27. ATTORNEY'S FEES

Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

28. CAPTIONS AND INTERPRETATIONS

Paragraph headings in this MOU are used solely for convenience, and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the parties.

29. CALCULATION OF TIME

For the purposes of this MOU, "days" refers to calendar days unless otherwise specified.

30. SIGNATURE AUTHORITY

Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authority and empowered to enter into this MOU.

31. COUNTERPARTS

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

[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: _____