Memorandum of Understanding

After School Youth Brazilian Jiu Jitsu Program

2026–2027 School Year

This Memorandum of Understanding ("MOU") is entered into by and between **Arena Union Elementary School District** ("District") and **Far West Martial Arts, doing business as The Cove and Team Alpha BJJ Point Arena** ("Provider"). The parties agree to cooperate in offering a structured after-school youth Brazilian Jiu Jitsu program during the 2026–2027 school year under the terms below.

Program Item	Agreement
Program	After School Youth Brazilian Jiu Jitsu
Schedule	Mondays and Fridays, 3:30 p.m. to 4:30 p.m.
Term	The District's 2026–2027 school year, excluding holidays, school closures, and all no-school days
Training Site	The Cove, 790 Port Road, Point Arena, California
Enrollment	Estimated enrollment of 10 students; maximum enrollment of 20 students
Program Fee	$125 per enrolled student per month
Transportation	Transportation to and from the program will be provided and supervised by the District

1. Purpose

The purpose of this MOU is to establish the responsibilities of the parties for a safe, supervised, and developmentally appropriate after-school program introducing students to Brazilian Jiu Jitsu, physical fitness, discipline, confidence, respect, and teamwork.

2. Instruction and Staffing

All classes will be led by qualified Brazilian Jiu Jitsu black belt instructors designated by the Provider, together with assistant coaches as appropriate. The Provider will ensure that all instructors and assistants meet any legally required fingerprinting, background-check, training, and clearance requirements applicable to their work with District students. The Provider will maintain appropriate student-to-coach supervision and may adjust drills, pairings, or participation for safety.

3. Curriculum and Student Conduct

Instruction may include warmups, movement skills, positional training, controlled partner drills, age-appropriate technique, and supervised sparring when appropriate. No striking is permitted unless separately approved in writing by the District and authorized by a student's parent or guardian. Students must follow coach instructions, treat others respectfully, use techniques only during supervised training, and comply with the Cove's safety and conduct rules. The Provider may temporarily restrict or end a student's participation when reasonably necessary for safety or serious misconduct, after notifying the District and parent or guardian when practicable.

4. Enrollment and Required Forms

Participation is voluntary and is limited to students accepted by the District and Provider. Before participating, every student must have completed registration materials and a release of liability and assumption of risk waiver signed by the student's parent or legal guardian. Emergency contacts and relevant medical or accommodation information must be provided. The District and Provider will cooperate in supporting students with disabilities and other documented needs as required by law and reasonably feasible within the program.

5. Fees and Invoicing

The District will pay the Provider $125 per enrolled student per month. Enrollment is estimated at 10 students and may not exceed 20 without a written amendment signed by both parties. At 20 students, the maximum monthly program fee is $2,500. The Provider will invoice monthly using the confirmed enrollment roster, and the District will pay approved invoices within 30 days of receipt. The estimate is for planning only and is not a guaranteed minimum enrollment or payment. Any prorating, scholarships, family payments, or enrollment changes must be documented in writing by the parties before they affect an invoice.

6. District Responsibilities

The District will identify eligible students, obtain any District-specific permissions, maintain the official participant roster, communicate the school calendar and schedule changes, and provide safe transportation to and from the Cove. District responsibility for students continues during District-operated transportation. The District will provide the Provider with timely notice of absences, closures, emergencies, behavioral concerns, medical needs, and authorized pickup arrangements relevant to safe participation.

7. Provider Responsibilities

The Provider will provide the training facility, instruction, assistant coaches, ordinary training equipment, attendance records, and reasonable first-response procedures. The Provider will keep the training area in a safe and sanitary condition, inspect mats and equipment, and promptly report material incidents to the District and the affected student's parent or guardian. The Provider will not release a student except through the transportation or pickup arrangement authorized by the District and parent or guardian.

8. Safety Medical Care and Emergencies

A student may be withheld from participation when ill, injured, improperly equipped, or unable to participate safely. In an emergency, the Provider may call 911, provide reasonable first aid within staff training, and contact the District and parent or guardian. The parent or guardian remains responsible for medical expenses unless otherwise required by law. Communicable-disease, emergency, evacuation, and facility-safety procedures will follow applicable law and the reasonable policies communicated by the parties.

9. Insurance and Legal Compliance

Each party will maintain insurance customarily appropriate to its responsibilities under this MOU and will provide evidence of coverage upon reasonable request. Each party is responsible for its own acts and omissions and those of its officers, employees, agents, and contractors to the extent provided by law. Nothing in this MOU waives any statutory protection, immunity, or defense. Both parties will comply with applicable federal, state, and local laws, including nondiscrimination, student privacy, mandated-reporting, and youth-safety requirements.

10. Student Records Media and Confidentiality

Student information will be used only as needed to administer and safely operate the program and will not be disclosed except as authorized or required by law. No student photograph, video, testimonial, name, or likeness may be used for advertising, social media, or promotional purposes without separate written permission from the parent or legal guardian and any District approval required by policy.

11. Independent Contractor

The Provider is an independent contractor and not an employee, agent, partner, or joint venturer of the District. The Provider is responsible for compensation, supervision, taxes, insurance, and legal obligations relating to its personnel. Neither party may bind the other except through a written agreement signed by an authorized representative.

12. Term Scheduling and Termination

This MOU becomes effective when signed by both parties and continues through the final instructional day of the District's 2026–2027 school year. Classes will not be held on District holidays, no-school days, or closures. Either party may terminate this MOU without cause upon 30 days' written notice, or immediately when reasonably necessary to protect student safety, address loss of required insurance or legal clearance, or respond to a material breach. The District remains responsible for approved fees earned through the effective termination date.

13. Changes Notices and Entire Understanding

Schedule changes and routine program communications may be confirmed by email between designated representatives. Any change to price, enrollment cap, material scope, liability allocation, or term must be made in a written amendment signed by authorized representatives of both parties. This MOU states the parties' complete understanding concerning this program and may be signed in counterparts and by electronic signature.

Authorized Signatures

FAR WEST MARTIAL ARTS
doing business as The Cove and
Team Alpha BJJ Point Arena

By: _____
Printed Name: PROMETHEUS GLOVON
Title: OWNER
Date: 10-27-26

ARENA UNION ELEMENTARY
SCHOOL DISTRICT

By: _____
Printed Name: Warren Galletti
Title: Superintendent
Date: 10/26/2026

Program Training Attire Addendum

Addendum B

Related to the 2026–2027 After School Youth Brazilian Jiu Jitsu Program MOU

Parties. This Addendum is entered into by Arena Union Elementary School District ("District") and Far West Martial Arts, doing business as The Cove and Team Alpha BJJ Point Arena ("Provider"), and supplements their MOU for the 2026–2027 After School Youth Brazilian Jiu Jitsu Program.

Purpose

The parties agree that participating students should have safe, appropriate, properly fitted training attire. The Provider will identify and source the required attire, and the District will pay the approved cost.

Provider Responsibilities

- Determine appropriate attire for the program, which may include a Brazilian Jiu Jitsu gi, belt, rash guard, grappling shorts, or other clothing reasonably required for safe instruction.
- Collect or confirm student sizing information and use reasonable care in selecting sizes and quantities.
- Provide the District with a written quote, purchase request, or cost estimate before ordering, including applicable taxes, shipping, customization, and other charges.
- Place the order after receiving District approval and distribute the attire to participating students.
- Provide receipts or other reasonable purchase documentation with the invoice.

District Responsibilities and Payment

The District will pay the approved cost of required student training attire, including approved taxes, shipping, and customization. The Provider may invoice the District for approved purchases or, if agreed in advance, the District may pay the vendor directly. District reimbursement or payment is due within 30 days after receipt of a complete invoice and supporting documentation.

The Provider will not add a markup, administrative charge, or other fee to attire unless the District approves that charge in writing before purchase. Any order materially exceeding the approved quote requires additional written approval from the District.

Ownership Replacements and Returns

Unless the parties agree otherwise in writing, attire purchased for an individual student will be issued to that student for program use. Replacement items, size exchanges, returns, and costs caused by loss or damage require District approval. The Provider will reasonably assist with vendor returns or exchanges but does not guarantee vendor acceptance or availability.

Relationship to MOU

This Addendum becomes effective when signed by both parties and remains in effect for the term of the MOU. All MOU terms remain unchanged except as expressly stated here. If this Addendum conflicts with the MOU regarding training attire, this Addendum controls.

Authorized Signatures

FAR WEST MARTIAL ARTS
doing business as The Cove and
Team Alpha BJJ Point Arena

By: _____
Printed Name: PROMETHEUS GLOVER
Title: OWNER
Date: 10-27-26

ARENA UNION ELEMENTARY
SCHOOL DISTRICT

By: _____
Printed Name: Warren Galletti
Title: Superintendent
Date: 10/26/2026