

Memorandum of Understanding
Between Community Learning Center Schools, Inc.
d/b/a Alameda Community Learning Center
Nea Community Learning Center
and
The Alameda Boys and Girls Club

What is outlined below are the terms negotiated between Community Learning Center Schools (CLCS) and The Alameda Boys and Girls Club (BGC) with respect to CLCS utilizing facilities at the BGC throughout the school year 2019-20. The terms below are the result of discussions between Jeff Miller (BGC Chief Executive Officer) and Annalisa Moore (CLCS Executive Director).

ALAMEDA BOYS AND GIRLS CLUB AGREES TO THE FOLLOWING:

- To provide CLCS exclusive use of the learning center classroom and rest rooms, Mondays, Tuesdays, Thursdays and Fridays from 8:00am to 3:00pm, and Wednesdays from 8:00am to 1:00pm during the school year (“CLCS Use Time”). CLCS to provide a supervision of restrooms at all times. If CLCS fails to properly supervise use of restrooms, restrooms will be locked until such time proper supervision is maintained.
- To provide CLCS exclusive use of the gymnasium, Mondays, Tuesdays, Wednesdays, Thursdays and Fridays from 8:00am to 2:30pm during the school year (“CLCS Use Time”). CLCS to provide a supervision of gymnasium restrooms at all times. If CLCS fails to properly supervise use of restrooms, restrooms will be locked until such time proper supervision is maintained.
- To provide CLCS use of the kitchen four hours per week at a day and time to be determined by mutual agreement prior to the start date of this MOU.
- In the event BGC will require use of an area noted in this agreement for any period of time, BGC will relocate CLCS to another area of the building or if that is not possible than BGC will credit back to CLCS the partial sum of 1 days share of the monthly use fee.
- To provide vetted and trained CLCS administrative staff and facilitators using the BGC classrooms and gymnasium with an alarm code and keys in order to gain access to the building during CLCS Use Time.

COMMUNITY LEARNING CENTER SCHOOLS AGREES TO THE FOLLOWING:

- To provide rent payment of \$1,800 on the first of each month during the School Year (pro-rated for August and June). Checks will be mailed to the Alameda Boys and Girls Club, 1900 Third Street, Alameda, CA 94501.
- Upon receipt of invoices and supporting documentation, to reimburse ABGC for 60% of their costs for bathroom tissue and restroom paper towels.
- To pay for cleaning the gymnasium floor two times throughout the school year, at a rate of approximately \$800 per cleaning. Floor cleaning will be completed by an agreed upon service. If pricing significantly exceeds \$800, or at the request of ABGC staff, CLCS will obtain a quote for cleaning the

gymnasium floor form CLCS's current janitorial service as a means of ensuring competitive pricing.

- To pay 50% of the carpet cleaning fee for the learning center classroom once per year.
- To return the gymnasium, program and office areas in a clean state at the end of each day of CLCS Use Time. In the event the ABGC is required to clean an area, CLCS agrees to pay the ABGC a minimum of \$25 for the first hour and \$25 for every hour thereafter.
- To employ the ABGC Garden Instructor for oversight and instruction, if that aspect of the ABGC program is utilized.
- To promote the ABGC program to parents and students of CLCS.
- To provide all equipment and supplies required by CLCS.
- To maintain for the full duration of this agreement general liability insurance with limits no less than \$1 million per occurrence and \$3 million aggregate, naming ABGC as additional insured for liability in which CLCS is actively negligent.
- In the event CLCS causes any damage to ABGC property, CLCS agrees to pay the cost of repairs or replacement of such property.
- To comply with the "Miscellaneous" section of ABGC Facility Usage Rules and Regulations ("Rules") applicable to all other users of ABGC facilities, a copy of which is attached.
- CLCS will provide 1 representative to meet from time to time with a representative from the ABGC, AUSD and ARPD. Notice of meetings shall be sent out by ABGC 1 week in advance.

The financial terms of this agreement may be revisited each spring, to ensure that all fees being paid to ABGC adequately defray overhead expenses of the ABGC associated with CLCS occupancy.

The foregoing shared-use arrangement may be terminated by CLCS or ABGC without cause at any time upon not less than ninety (90) days written notice. In the event that either party defaults under this shared-use arrangement, and the defaulting party fails to cure such default within ten (10) days after written notice and demand by the non-defaulting party, then the non-defaulting party may immediately terminate this shared-use arrangement.

I hereby agree to all the terms and conditions set forth in this memorandum and further certify that I have been authorized to approve and execute this memorandum on behalf of the respective organizations indicated below.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Community Learning Center Schools

Alameda Boys and Girls Club

Date: _____

Date: _____