

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

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 from August 31, 2015 through June 11, 2016 (the "School Year"). The terms below are the result of discussions between Jeff Miller (BGC Executive Director) and Patti Wilczek (CLCS Executive Director).

ALAMEDA BOYS AND GIRLS CLUB AGREES TO THE FOLLOWING:

- To provide CLCS exclusive use of the art classroom and Learning Center, and access to rest rooms, Mondays, Tuesdays, Thursdays and Fridays from 8:00am to 3:00pm, and Wednesdays from 8:00am to 12:30pm during the School Year ("CLCS Use Time"). CLCS to provide a supervisor to monitor 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, Thursdays and Fridays from 8:00am to 2:15pm, and Wednesdays from 8:00am to 12:30pm during the School Year ("CLCS Use Time").
- To provide CLCS use of a shared office space during CLCS Use Time. CLCS will share this space with the BGC Gardening Instructor. Any Tenant improvements required or requested by CLCS must be approved by BGC and will be at the expense of CLCS.
- 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 sum of 1 days share of the monthly use fee.
- To provide the 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.
- To provide CLCS access to the BGC wireless network for computer use only on an emergency basis, when the CLCS system is out of commission.

COMMUNITY LEARNING CENTER SCHOOLS AGREES TO THE FOLLOWING:

- To pay rent of \$1,250 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, PO Box 1069, Alameda, CA 94501.
- 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 BGC staff, CLCS will obtain a quote for cleaning the gymnasium floor from CLCS's current janitorial service as a means of ensuring competitive pricing.
- 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 BGC is required to clean an area, CLCS agrees to pay the BGC a minimum of \$25 the first hour and \$25 for every hour thereafter.
- To pay \$25 per hour to the BGC Garden Instructor for oversight, if that aspect of the BGC program is utilized.
- To negotiate shared additional costs if it is determined that an upgrade in wireless capacity is necessary as a function of CLCS using this service at BGC.
- To promote the BGC program to parents and students of CLCS.
- To provide all equipment and supplies required by CLCS.
- Provide adequate paper products for restrooms
- 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 BGC as additional insured for liability in which CLCS is actively negligent.
- In the event CLCS causes any damage to BGC property, CLCS agrees to pay the cost of repairs or replacement of such property.
- To comply with the "Miscellaneous" section of BGC's Facility Usage Rules and Regulations ("Rules") applicable to all other users of BGC facilities, a copy of which is attached.
- CLCS will provide 1 representative to meet from time to time with a representative from the BGC, AUSD and ARPD. Notice of meetings shall be sent out by BGC at least 1 week in advance.

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

The foregoing shared-use arrangement may be terminated by CLCS or BGC 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: _____