

**JOINT USE/OPERATING AGREEMENT  
FOR RUBY BRIDGES BETWEEN  
THE ALAMEDA UNIFIED SCHOOL DISTRICT AND  
ALAMEDA FAMILY SERVICES – HEAD START**

This Joint Use/Operating Agreement ("Agreement") is entered into between the Alameda Unified School District, ("District") and Alameda Family Services/Head Start Program, ("Head Start") collectively, the "Parties" effective July 1, 2019.

**RECITALS**

- A. The District is a Unified School District organized under the Constitution and laws of the State of California and the California Education Code. Head Start is a comprehensive federally funded program providing educational services in developmentally appropriate settings.
- B. The District and Head Start desire to enter into an agreement from July 1, 2019 until June 30, 2022 providing for the joint use and operation, by the District and Head Start, for use of one (1) classroom, restrooms, kitchen, supporting equipment and services such as phone, wifi, and copy machine at Ruby Bridges Elementary.

**THEREFORE, DISTRICT AND HEAD START AGREE AS FOLLOWS:**

**SECTION 1: PURPOSES AND OBJECTIVES OF AGREEMENT**

This Agreement furthers the best interests of the students of the District and Head Start, in accordance with the public purposes and provisions of applicable federal, state and local law. An additional purpose of this Agreement is to ensure a cooperative effort between District and Head Start to enable each entity to provide for public use and benefit in the most cost-effective manner.

**SECTION 2: TERM**

Subject to provisions set forth elsewhere in this Agreement regarding termination, the term ("Term") of this Agreement shall commence as of July 1, 2019 and shall remain in effect through June 1, 2022 unless terminated

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

### **SECTION 3: OPERATING COSTS**

There is no associated cost. Head Start will utilize AUSD facilities in exchange for use by AUSD of one (1) classroom, restrooms, kitchen, supporting equipment and services such as phone, wifi, and copy machine at their facilities on the College of Alameda campus.

### **SECTION 4: MAINTENANCE, REPAIRS AND REPLACEMENT**

The District shall perform all routine maintenance of the Facilities, including: custodial services; maintenance of associated equipment; preventive maintenance; maintenance of any theft or vandalism; repair and replacement of lights and any other necessary items; and the wages and salaries for any employees, contractors or consultants used to maintain the Facility.

### **SECTION 5: SHARED RECREATIONAL USE**

Head Start staff shall have access to any District wireless internet services at the Facilities.

### **SECTION 6: TERMINATION**

#### **Termination without Cause**

6.1 Either Party shall have the right to terminate this Agreement by written notification.

6.2 Either Party may, upon thirty (30) days written notice, terminate the operation of a single site under this Agreement if, in the Party's sole discretion, the costs to repair a site or to render it suitable for public use are prohibitive.

#### **Termination for Cause**

District may terminate this Agreement immediately for cause. Cause shall include, without limitation, material violation of this Agreement by Head Start or any act by Head Start exposing the District to liability to others for personal injury or property damage. These provisions are in addition to and not a limitation of any other rights or remedies available to the District.

## **SECTION 7: INDEMNITY AND INSURANCE**

### **Indemnity**

7.1 Head Start shall indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury, death or damage to any person or property under this Agreement as a result of Head Start's negligence or willful misconduct; unless due in whole or in part, directly or indirectly, from the negligence or willful misconduct of District, its employees or agents. This indemnification shall not apply in those instances where District had actual knowledge and failed to inform Head Start of an actual hazardous condition of the premises.

7.2 District shall indemnify, reimburse, hold harmless, and defend Head Start, its officers, employees and agents against any and all claims, causes of action, demands, suits, losses, judgments, obligations, costs, or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), arising out of, directly or indirectly, in whole or in part, any injury, death or damage to any person or property under this Agreement as a result of District's negligence or willful misconduct; unless due in whole or in part, directly or indirectly, from the negligence or willful misconduct of Head Start, its employees or agents. This indemnification shall not apply in those instances where Head Start had actual knowledge and failed to inform District of an actual hazardous condition of the premises.

7.3 Head Start shall ensure that District is named as an additional insured and indemnitee prior to issuing a use permit or otherwise permitting use of the Facilities.

### **Head Start Insurance Responsibilities**

7.4 Liability Insurance. Head Start shall, during the term of this Agreement, maintain in force, a combined, single-limit commercial general liability insurance policy in the amount of not less than two million dollars (\$2,000,000) with District, its employees and agents, at Head Start's expense, named as additional insureds under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of such insurance. Head Start shall upon request provide District a

certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon request of District during the term of this Agreement and prior to expiration of any such policy.

## **SECTION 8: OTHER PROVISIONS**

### **Notices to District**

8.1 Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to District by Head Start shall be in writing and shall be deemed duly served and given when personally delivered to District, to any managing employee of District, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to District at:

Alameda Unified School District  
Office of the Chief Business Officer  
2060 Challenger Drive, Suite 100  
Alameda, CA 94501

### **Notices to Head Start**

8.2 Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to Head Start by District shall be in writing and shall be deemed duly served and given when personally delivered to Head Start, any managing employee of Head Start, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Head Start at:

Head Start

### **Compliance with All Applicable Laws**

8.3 The parties shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the District and/or Head Start which affect this Agreement, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority

over the same. Parties shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued.

### **Binding on Successors and Assigns**

8.4 This Agreement shall be binding on and shall inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto.

### **Partial Invalidity**

8.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

### **Permits and Licenses**

8.6 Head Start, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that may be required in connection with the operation of its program.

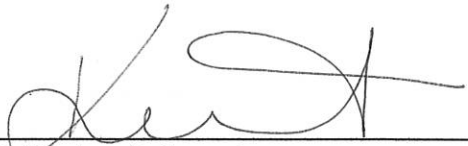
**IN WITNESS WHEREOF**, DISTRICT and HEAD START have executed this Agreement as of the date written on the first paragraph of this Agreement.

**Alameda Unified School District**

**Head Start**

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Shariq Khan  
CBO



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Katherine Schwartz  
Executive Director