

**USE AGREEMENT REGARDING USE OF
FACILITIES BY AND BETWEEN ALAMEDA UNIFIED SCHOOL DISTRICT
AND PERALTA COMMUNITY COLLEGE DISTRICT
(ISLAND HIGH SCHOOL)**

This Use Agreement (“Agreement”) is made by and between Alameda Unified School District (“AUSD”) and Peralta Community College District (“PCCD”). AUSD and PCCD may be individually referred to herein as a “Party,” and may be collectively referred to herein as the “Parties.”

WHEREAS, increased rates of high school retention, graduation and matriculation are of interest to both Parties;

WHEREAS, Island High School is a unique program that enables students to stay in school through an alternative program which allows them to catch up on credits, graduate from high school and develop a career path for life after high school;

WHEREAS, AUSD desires to extend certain learning opportunities and experiences for AUSD’s Island High School students by allowing students of Island High School to relocate to the College of Alameda campus (“COA”);

WHEREAS, PCCD has space at the COA campus that is currently not needed on a full-time basis by PCCD;

WHEREAS, AUSD has previously placed portable buildings that it owns on the COA campus (the “Portables”);

WHEREAS, the Parties also seek to establish an additional learning center for Island High School students on the COA campus, in compliance with the terms of this Agreement;

WHEREAS, AUSD and PCCD desire to develop a mutually agreeable solution that satisfies the facility needs of AUSD;

WHEREAS, the Parties hereby agree that the use of facilities and equipment as discussed herein would be beneficial to both Parties;

WHEREAS, PCCD has agreed to provide, and AUSD has agreed to accept, the use of the classrooms and offices at the COA campus as set forth in Exhibit A (the “Space”), attached hereto and incorporated herein by this reference;

WHEREAS, PCCD believes that it is in the best interest of PCCD, AUSD, the students and teachers of AUSD and PCCD, the parents of the students of AUSD and PCCD, and the public to allow AUSD to utilize the Space pursuant to the terms of this Agreement; and

WHEREAS, the Parties do not intend this Agreement to constitute a lease of real property pursuant to Education Code section 81360, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this Agreement shall be from July 1, 2021 and ending on June 30, 2022 (the “Initial Term”), unless terminated by either Party in accordance with this Agreement. The Initial Term may be extended for additional periods subject to a signed, written agreement by both Parties.

Article 2. Use of the Space.

2.1 ALLOCATION OF THE SPACE

PCCD hereby allocates to AUSD, for the term of this Agreement, use of the Space in the manner and for the purpose specifically set forth herein.

(a) **Shared Space – Shared Use.** Building D or other classroom space provided by PCCD will be shared by both AUSD and PCCD where AUSD will occupy the Space. AUSD Portables will be used exclusively by AUSD.

(b) AUSD acknowledges and agrees that: (i) except as otherwise specifically set forth in this Agreement, AUSD has not relied on any representation, statement, or warranty of PCCD or anyone acting for or on behalf of PCCD; (ii) AUSD is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis. PCC represents that it does not have actual, current knowledge of any hazardous conditions affecting Building D, but otherwise PCCD makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 PCCD RIGHTS AND RESPONSIBILITIES REGARDING FACILITIES, RESOURCES AND MATERIALS

(a) Except as otherwise set forth in this Agreement, and subject to AUSD’s express obligations as set forth in this Agreement, PCCD shall be responsible for necessary repairs and replacements, and ongoing and/or routine maintenance and utilities needed to operate and/or attributable to Building D.

(b) Except as otherwise set forth in this Agreement, and subject to AUSD’s express obligations as set forth in this Agreement, PCCD shall be responsible for custodial services for Building D.

(c) PCCD shall provide PCCD parking permits for AUSD’s staff.

(d) To the extent AUSD deems necessary, PCCD shall allow AUSD to bring its own communication line to the COA Main Point of Entry (“MPOE”), and PCCD/COA shall facilitate connection to the COA at AUSD’s sole cost and expense.

2.3 AUSD RIGHTS AND RESPONSIBILITIES REGARDING FACILITIES, RESOURCES AND MATERIALS

(a) AUSD shall have the right to continue utilizing the Portables that are fully equipped for bathroom and classroom uses.

(b) AUSD shall be solely responsible for the ongoing maintenance, custodial services and the payment of utilities needed to operate the Portables.

(c) AUSD shall maintain the grounds immediately in and around the Portables.

(d) AUSD shall provide internet access for use in the Portables.

(e) AUSD shall provide furniture and equipment for AUSD’s use in the Space.

(f) AUSD shall work with PCCD to request site improvements if they are needed. AUSD shall only be responsible for its share of reasonable costs of any non-routine, discretionary repairs, replacements, alterations, or maintenance for Building D, if they are expressly requested by AUSD.

(g) AUSD shall pay PCCD for the reasonable costs to repair damage to Building D, to COA facilities, and/or to PCCD-owned instructional materials, equipment, and supplies, only to the extent such damage was caused directly by AUSD students, employees, and agents, and upon PCCD’s written request accompanied by documentation of such costs.

(h) To the extent necessary, AUSD agrees to submit facilities requests that outline the use of space outside of the Portables and Building D.

2.4 BATHROOM FACILITIES IN THE PORTABLES

To the extent necessary, AUSD shall be responsible for providing bathroom facilities in the AUSD-owned Portables, in accordance with applicable laws and regulations.

2.5 SPACE IMPROVEMENTS

Except as otherwise expressed herein, AUSD may not perform any work, alterations or improvements on any portion of Building D without the prior written consent of PCCD, which shall not be unreasonably withheld.

2.6 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

(a) AUSD represents and warrants to PCCD that:

(i) AUSD is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this Agreement. AUSD will maintain good standing and full power and authority at all times during the term of this Agreement.

(ii) AUSD has full power, authority, and legal right to enter into and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary actions on the part of AUSD and do not require any further approvals or consents.

(iii) There is no pending or, to the best knowledge of AUSD, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of AUSD to perform its obligations under this Agreement.

(b) PCCD represents and warrants to AUSD that:

(i) PCCD is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this Agreement. PCCD will maintain good standing and full power and authority at all times during the term of this Agreement.

(ii) PCCD has full power, authority, and legal right to enter into and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary actions on the part of PCCD and do not require any further approvals or consents.

(iii) There is no pending or, to the best knowledge of PCCD, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of PCCD to perform its obligations under this Agreement.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES

Except as otherwise provided herein or otherwise agreed upon by the Parties, AUSD shall be entitled to use the Space solely for the purposes of education-related activities.

3.2 NUISANCE, MISCELLANEOUS

- 1.** AUSD shall not do or permit anything to be done, without the prior written consent of the PCCD, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall AUSD sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. PCCD will provide AUSD with documentation of PCCD's policy of fire insurance within a reasonable time of any request for such

documentation. AUSD shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. AUSD shall not use or allow the Space to be used for any improper or objectionable purpose, nor shall AUSD cause, maintain, or permit any nuisance in, on, or about the Space. AUSD shall not commit or suffer to be committed any waste in or upon the Space. AUSD shall be responsible for the repair or replacement of any property of the PCCD that may be lost, damaged, or stolen only to the extent caused directly by AUSD students, employees, and agents, and upon PCCD's written request accompanied by documentation of such costs.

2. PCCD shall not, through its use of classrooms within Building D cause or permit any nuisance in, on, or about Building D which interferes with AUSD's reasonable use of assigned classrooms in Building D.

3.3 COMPLIANCE WITH LAWS

AUSD shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, applicable ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. AUSD shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. AUSD shall not be responsible for any and all legal compliance or environmental conditions that existed in Building D prior to AUSD's occupancy of the Space. AUSD shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by AUSD. Nothing in this section is intended to obligate AUSD to be responsible for or require AUSD to regulate the actions of any third parties not under the control of AUSD.

3.4 HEALTH & SAFETY PROTOCOLS

Each Party hereby acknowledges the contagious nature, health risks, and dangers associated with the transmission of infections or communicable diseases, including but not limited to "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)," which is responsible for Coronavirus Disease 2019 ("COVID-19"), and/or any mutation or variation thereof (collectively, "Infectious Disease"). As a result, federal, state, and local health agencies have, over time and from time-to-time, implemented certain health and safety protocols, and have, in many locations, prohibited the congregation of groups of people. Each Party shall take precautions for the safety of its students and staff, and to comply with all applicable provisions of federal, state, and local laws, guidance, and health directives, including but not limited to AUSD and COA/PCCD health directives and guidance, related to the COVID-19 pandemic, and any other pandemic or epidemic, and any applicable social distancing, masking, hygiene, or other safety procedures required by such public health authorities.

Although each Party shall take measures to reduce the risk of exposure to Infectious Diseases, each Party cannot guarantee that the other Party's students, staff, or visitors will

not be exposed to or infected with an Infectious Disease. The Parties acknowledge that participation in this Agreement includes possible exposure to Infectious Diseases. Each Party hereby voluntarily agrees to assume the risks that its respective students, staff, and visitors may be exposed to Infectious Diseases in participating in the activities expressly contemplated by this Agreement.

3.5 VACATING

Upon the termination of this Agreement, AUSD shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed the commencement of this Agreement. In addition, if requested by PCCD, AUSD shall remove the Portables within a reasonable time upon the termination of this Agreement.

Article 4. Students

4.1 AUSD shall assume responsibility for the supervision and discipline of students enrolled in Island High.

4.2 Students enrolled in Island High shall be subject to the policies, rules and regulations of AUSD. Island High students enrolled in COA and attending COA classes shall be subject to the rules and regulations, including but not limited to grade grievances and student code of conduct, applicable to all COA students.

4.3. Island High Students participating in dual enrollment may be selected by the AUSD staff in partnership with COA staff. These students shall be deemed, for all legal and financial purposes, to be students of AUSD, and appropriate payment of funds from federal, state, county, city and local sources for students of AUSD shall apply to these students. Such payments shall be forwarded in their entirety to AUSD and shall be dealt with as part of the regular budget, to the extent required by applicable law.

4.4. Those students enrolled in classes offered by AUSD shall be counted towards AUSD Average Daily Attendance ("ADA"). Students enrolled in classes at COA shall be counted towards COA's Full Time Equivalent Students ("FTES").

4.5. If any Island High student, instructor or administrator should experience an accident or sudden illness while on the premises of COA, the response to such incidents shall be coordinated between the Island High Principal and COA Liaison, except in cases of emergency.

Article 5. Fees

5.1 The Parties hereby agree that for each year that this Agreement is in effect, AUSD shall be responsible for its share of reasonable costs related the space (e.g., electricity, water, and gas utilities, trash removal, custodial services, security, etc.) ("Utilities/Custodial Services Amount") which COA/PCCD performs. Understanding that COA/PCCD cannot provide an actual accounting of these costs, the AUSD shall pay a portion of COA/PCCD's total Utilities/Custodial Services Amount based on the proportional square footage amount of the portable buildings in the Space to be used by AUSD annually. On or before July 31 of each respective year, COA/PCCD shall be responsible for providing AUSD with an invoice, a spreadsheet showing its calculations,

and supportive documentation detailing the total Utilities/Custodial Services Amount, the square footage of Space portables used by AUSD, and total square footage of COA buildings for that respective year.

5.2 COA/PCCD shall be responsible, on June 30, or within thirty (30) days thereafter, of each respective year, for providing AUSD with a spreadsheet and supportive documentation detailing the total number of COA courses enrolled by AUSD students for the academic year, the total number of college units earned by AUSD students for the academic year, the number of AUSD student FTES for the academic year, and the total reimbursement that COA/PCCD is to receive or has received for all such FTES for the academic year. "AUSD FTES Reimbursement Amount" shall refer to the total reimbursement that COA/PCCD is to receive or has received for all AUSD student FTES for the respective academic year.

5.3 The Parties hereby agree that for each respective year that this Agreement is in effect, the Utilities and Custodial Services Amount (including the annual fee for safety and security of the space) shall be reduced by the AUSD FTES Reimbursement Amount. Only in the event that the Utilities/Custodial Services Amount exceeds the AUSD FTES Reimbursement Amount within a respective year, shall AUSD then pay COA/PCCD the difference for that respective year ("AUSD Cost Responsibility Amount"), subject to an invoice by COA/PCCD. Unless otherwise agreed upon by the Parties, the AUSD Cost Responsibility Amount will not result in COA/PCCD owing funds to AUSD.

5.4 It is the intent of the Parties that the process for calculating Fees under Section 5 be the same as provided for in Amendment #2 of the College and Careers Pathways Agreement concerning the Alameda Science and Technology Institute ("ASTI Amendment"). For purposes of clarity and avoidance of doubt, the Parties intend that AUSD shall only be charged for the cumulative Utilities/Custodial Services Amount for the Space that exceeds the cumulative FTEs for all AUSD students (i.e., combining ASTI and Island High along with AUSD students from any other program).

Article 6. Compliance with Laws

6.1 AUSD shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of PCCD's property.

6.2 PCCD shall not cause to occur, and shall take reasonable measures to prevent, any activity in Building D that is not included in the Space that might threaten the exterior or structural elements of PCCD's property.

6.3 The Parties shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 7. Maintenance

7.1 FURNISHINGS AND EQUIPMENT

Facilities and furnishings and equipment provided to AUDS by PCCD shall remain the property of PCCD.

7.2 SITE MAINTENANCE

AUDS, as part of its obligations hereunder, shall keep the Space in a clean and sanitary condition. AUDS will, as far as possible, keep all such parts of the Space from deterioration due to ordinary wear and from falling temporarily out of repair.

7.3 REQUIRED NOTICE – EMERGENCY

Each Party shall immediately inform the other Party or its designees of any health and/or safety emergency affecting the other Party that may affect the safety of the Space, Island High School, other schools within PCCD, or any of AUDS's or PCCD's students, volunteers, employees or teachers. AUDS shall cooperate with, and participate in, any lockdowns or exigent security procedures required by PCCD.

Article 8. Indemnification

Under this Agreement, AUDS agrees to indemnify, hold harmless, and defend PCCD, its trustees, officers, employees, representatives, and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Space arising from or connected with AUDS's use of the Space and the rights, responsibilities, and obligations of AUDS hereunder, resulting from the conduct, in whole or in part (comparative liability), of AUDS, its trustees, officers, employees, representatives, or agents under this Agreement, to the extent permitted by law, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of PCCD, its officers, employees, agents, representatives, and invitees.

Under this Agreement, PCCD agrees to indemnify, hold harmless, and defend AUDS, its trustees, officers, employees, representatives, and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Space arising from or connected with PCCD's use of the Space and the rights, responsibilities, and obligations of PCCD hereunder, resulting from the willful conduct, in whole or in part (comparative liability), of PCCD, its trustees, officers, employees, representatives, or agents under this Agreement, to the extent permitted by law, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of AUDS, its officers, employees, agents, representatives, and invitees.

Article 9. Insurance

9.1 REQUIRED INSURANCE

Each Party shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement the following insurance 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 the fulfillment of any of its obligations under this Agreement or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 med expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$3,000,000 products/completed operations aggregate

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers' Compensation and Employers Liability Insurance covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Statement of verification.

Sexual Abuse and Molestation coverage

1. \$1,000,000 per occurrence/ \$1,000,000

9.2 Proof of Carriage of Insurance

The Parties, upon execution of this contract and periodically thereafter upon request, shall furnish the other Party with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the other Party 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. The Parties shall be required to provide the other Party with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Each Party shall pay its own premiums for these insurance policies.

ADDITIONAL INSURED ENDORSEMENT

Each Party shall be named as an additional covered party on the other Party's coverage in appropriate limits described above. Each Party's liability coverage shall be primary coverage for the Space and also for liability arising from acts or omissions by their respective officers, agents, employees, volunteers, guests or invitees.

9.3 COPIES

AUSD shall provide to PCCD a copy of all Certificates of Insurance belonging to AUSD and that apply to AUSD and its use of the Space.

Article 10. Access by PCCD

PCCD or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space.

Article 11. General Terms and Conditions

11.1 ENTIRE AGREEMENT

This Agreement reflects the sole and entire use agreement between the Parties regarding this subject matter. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

11.2 MODIFICATION

This Agreement may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this Agreement.

11.3 GOVERNING LAW & VENUE

This Agreement shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between the Parties shall be brought in the Superior Courts of the State of California, Alameda County.

11.4 MEDIATION

Unless prohibited by law, the Parties to this Agreement hereby covenant to submit all disputes arising out of this Agreement to mediation. The forum for the mediation shall be in Alameda County. The Parties shall in good faith attempt to resolve the matter before pursuing other available legal remedies. Any Party may initiate mediation by sending a written demand to the other Party. The written demand shall describe the dispute with specificity.

11.5 INCORPORATION OF RECITALS

The Recitals set forth in the beginning of this Agreement shall be incorporated and deemed a part of this Agreement.

11.6 SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

11.7 NON-DISCRIMINATION CLAUSE

The Parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, PCCD Board Policy 4.03, AUSD Board Policy 4030, and all other applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment, education, and contracting. Each Party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, ancestry, actual or perceived sexual orientation, gender identity, transgender status at any state, marital status, physical or mental disability, political affiliations, veteran status, national origin, or other personal characteristic protected by federal or state law.

11.8 COUNTERPARTS

This Agreement may be executed in counterparts, each of which so executed shall be deemed an original, irrespective of the date of execution and delivery, and the counterparts shall constitute one and the same document.

11.9 SUBJECT TO BOARD APPROVAL

AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board.

Article 12. Assignment and Subletting

Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.

Article 13. Default

13.1 DEFAULT BY AUSD

The occurrence of any of the following shall constitute a material default and breach of this Agreement by AUSD:

(a) Any failure by AUSD to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by AUSD to utilize the Space for purposes consistent with this Agreement where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by AUSD.

(d) A failure by AUSD to observe and perform any of its obligations under this Agreement or comply with any applicable law or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof; unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. AUSD shall not be deemed to be in default if AUSD shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

13.2 DEFAULT BY PCCD

The occurrence of any of the following shall constitute a material default and breach of this Agreement by PCCD:

(a) A failure by PCCD to observe and perform any of its obligations under this Agreement or comply with any applicable law or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof; unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. PCCD shall not be deemed to be in default if PCCD shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

13.3 WAIVER

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

Article 14. Remedies for Default and Termination for Cause

14.1 PCCD REMEDIES

If AUSD commits any material default or breach as defined in Article 13, then PCCD may, at any time thereafter without limiting PCCD in the exercise of any right or remedy at law or in equity which PCCD may have by reason of such default and breach:

(a) Maintain this Agreement in full force and effect without terminating AUSD's right to possession irrespective of whether AUSD shall have abandoned the Space. In such case, PCCD may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If AUSD has abandoned the Space and any property not belonging to PCCD has been left behind, PCCD may consider

such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of AUSD. PCCD may also allow others to use the Space, in which case the Agreement shall terminate and AUSD's and PCCD's respective obligations under the Agreement shall be voided.

(b) Terminate AUSD's right to possession by any lawful means, in which case this Agreement shall terminate and AUSD shall immediately surrender possession of the Space to the PCCD. In such event, PCCD shall be entitled to recover from AUSD any unpaid invoices for all reasonable costs and expenses incurred by PCCD in connection with the termination of AUSD's use of the Space. AUSD shall have a reasonable opportunity to remove all AUSD-owned property, including but not limited to supplies, equipment, and Portables.

14.2 AUSD REMEDIES

If PCCD commits any material default or breach as defined in Article 13, then AUSD may, at any time thereafter without limiting AUSD in the exercise of any right or remedy at law or in equity which AUSD may have by reason of such default and breach, pursue any remedies available to AUSD at law or in equity including, without limitation, terminating this Agreement.

Article 15. Termination for Convenience

15.1 TERMINATION BY AUSD FOR CONVENIENCE

AUSD may terminate this Agreement for its convenience, by providing sixty (60) days' written notice of termination to PCCD.

15.2 TERMINATION BY PCCD FOR CONVENIENCE

PCCD may terminate this Agreement for its convenience, by providing AUSD sixty (60) days' written notice to AUSD, except that AUSD shall be permitted to complete the remaining school year (i.e. June 30, 2022).

ALAMEDA UNIFIED SCHOOL DISTRICT


By: _____

Name: _____

Title: _____

Date: _____

PERALTA COMMUNITY COLLEGE DISTRICT

By: 

Name: Dr. Jannett N. Jackson

Title: Interim Chancellor, PCCD

Date: 01/07/2022

EXHIBIT A

Depiction and Description of Location of Space on COA Campus of PCCD



Campus Map



Building Guide

- A** 1st Level Administration, Business Office, Cashier, Office of Instruction, President's Office, Student Services, Student Payroll, Welcome Center
2nd Level Business, Dental Assisting
- B** 1st Level Auto Body, Automotive Technology
- C** 1st Level Social Sciences
2nd Level Liberal Arts, Social Science
- D** 1st Level Chemistry, CIS, Programs & Services for Students with Disabilities
2nd Level Language, Liberal Arts, Division Offices
- E** 1st Level Diesel Mechanics
- F** 1st Level Bookstore, Mental Health Services, Police Services, Student Lounge
2nd Level ASCOA, Student Leadership Office, Lost & Found, Cafeteria

- G** 1st Level Gym, Men's Locker Room, Music, Veterans Center, Dance
2nd Level Women's Locker Room, Athletic Director, Coaches

- H** New Liberal Arts Building, Apparel Design & Merchandising, Art General Classrooms, Offices, Art

- L** 1st Level Library
2nd Level Assessment, Learning Resources Center, Open Computer Lab, Tutoring

- P** One-Stop Career Center

- S** [Alameda Unified School District](#)

- CV** Cougar Village

ATLAN: 860 Atlantic Avenue, Alameda, CA

Note: Science classes have been relocated 1 mile from main campus at 860 Atlantic Avenue, Alameda, CA. A free shuttle is available for transport in front of the college at 555 Ralph Appenzato Memorial Parkway.

- D216 and D217 offices
- D229- Classroom
- D237- Classroom

314-277/6215412.4