

**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, 2022.

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, 2022, until June 30, 2025, providing for the joint use and operation, by the District and Head Start at Ruby Bridges Elementary and the College of Alameda campus
- C. Pursuant to Education Code section 17077.40 and section 17527, et seq., District is authorized to enter into joint use agreements "to make vacant classrooms or other space in operating school buildings available ... to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals.

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, 2022, and shall remain in effect through June 30, 2025 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.

SECTION 4: MAINTENANCE REPAIRS AND REPLACEMENT

The District shall perform all routine maintenance of space at Ruby Bridges 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.

College of Alameda shall perform all routine maintenance of space in use by Head Start, 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

At Ruby Bridges, Head Start shall have access to one (1) classroom, restrooms, kitchen, playground (usage times to be agreeable with site admin) supporting equipment, and services such as phone and Wi-Fi. Head Start shall enter appropriate facility use permits with AUSD for custodial support and facility access.

At the College of Alameda, AUSD shall have access to space in the Head Start preschool inclusion rooms (2 and 3), restrooms, and additional space as needed for supporting specialized services. Phone and Wi-Fi services not provided to AUSD by Head Start. Attached Exhibit A showing permissions from College of Alameda for Head Start to sublease this space to AUSD.

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
Assistant Superintendent, Business Services
2060 Challenger Drive
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
Executive Director, Alameda Family Services
2325 Clement Avenue, Suite A
Alameda, CA 94501

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

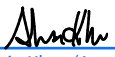
8.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

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


Shariq Khan (Aug 17, 2022 14:01 PDT)

Shariq Khan
Assistant Superintendent

HEAD START


Katherine Schwartz (Aug 17, 2022 09:39 PDT)

Katherine Schwartz
Executive Director