

**FACILTIES USE AGREEMENT
BY AND BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT,
COMMUNITY LEARNING CHARTER SCHOOLS, INC., NEA COMMUNITY
LEARNING CHARTER SCHOOL AND ALAMEDA COMMUNITY LEARNING
CHARTER SCHOOL**

THIS AGREEMENT (“Agreement”) is made this 29th day of April, 2014, by and between the Alameda Unified School District, a public school district organized and existing under the laws of the State of California (“District”) and Community Learning Center Schools, Inc., (“CLCS”) a California non-profit public benefit corporation operating two public charter schools in Alameda (Nea Community Learning Center, or “Nea” and Alameda Community Learning Charter School, or “ACLC”, collectively the “CLCS Charter Schools”). The District, CLCS, and the CLCS Charter Schools are collectively referred to as “the parties.”

R E C I T A L S

WHEREAS, CLCS is a non-profit public benefit corporation that operates the CLCS Charter Schools pursuant to authorization by the District; and

WHEREAS, the CLCS Charter Schools requires space to operate their programs and have contingent current or future claims on District space pursuant to the requirements of California Education Code section 47614 and its implementing regulations (also known as “Proposition 39”); and

WHEREAS, the parties desire to provide for the use of District space by the CLCS Charter Schools in a manner that allows for greater long-term certainty for the parties than is provided for by the Proposition 39 process; and

WHEREAS, the District is willing to provide space for the CLCS Charter Schools on the terms and conditions set forth herein; and

WHEREAS, pursuant to this agreement the Charter School will allow the parties to forego the Proposition 39 process while providing the CLCS Charter Schools with a long-term opportunity to use suitable classrooms and facilities at the District’s Woodstock Education Center (the “Site”), located at 1900 Third Street Alameda, CA;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Use of Dedicated Space. “Dedicated Space” is that space within the Site which the District allows the CLCS Charter Schools to use exclusively during a given year in the term of the Agreement.

In the first school year of this Agreement, the District agrees to allow the CLCS Charter Schools exclusive use of the spaces specified in the attached Exhibit A (the “Year 1 Dedicated Space”) for the sole purpose of operating the CLCS Charter Schools educational programs in accordance with the charters of the CLCS Charter Schools.

Subject to the enrollment reduction contingency described below, the CLCS Charter Schools will retain all Year 1 Dedicated Space as Dedicated Space in all subsequent years of this Agreement. In addition, subject to the enrollment reduction contingency described below, all Site classroom space used by entities other than the CLCS Charter Schools in Year 1 will become Dedicated Space if the Year 1 users of that space vacate the Site at any point during the term of the Agreement. If the enrollment reduction contingency occurs, and the District elects to enter into new leases for a portion of the Year 1 Dedicated Space, the District agrees not to enter into any lease longer than three (3) years, and agrees not to include any options to renew, unless the CLCS Charter Schools agree to such terms.

The CLCS Charter Schools' right to exclusive use of Dedicated Space shall be coterminous with the earlier of (1) the end of term of this Agreement and (2) the termination of CLCS Charter Schools' charters as more specifically set forth in section 5 of this Agreement. Upon the termination of this Agreement, the right to exclusive use and occupation of the Dedicated and Shared Space and the facilities and equipment thereon shall revert to the District. As titleholder to the Dedicated and Shared Space and the facilities and equipment located thereon, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Dedicated and Shared Space, facilities and equipment for District services.

For purposes of compliance with the Civic Center Act with respect to the Dedicated Space only, the Board of Trustees of CLCS shall hold the same powers and obligations applicable to School District Boards of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community. The CLCS Charter Schools shall not charge more than the District charges to the community for similar use. If the CLCS Charter Schools charge fees for facilities access, they shall pass on such fees to the District.

ENROLLMENT REDUCTION CONTINGENCY: The CLCS Charter Schools must meet each of the enrollment criteria identified below:

- At least 75% in 2014-15, 80% in 2015-16, and 85% in 2016-17 and years after that of the enrolled students at the CLCS Charter Schools must be Alameda residents.
- The CLCS Charter Schools must maintain a combined enrollment not more than 100 students less than the schools' combined enrollment for the 2014-15 school year as measured at P-1.

If the CLCS Charter Schools fail to meet these criteria in two (2) consecutive school years, the District shall have the right to reclaim or reallocation a proportionate share of the Dedicated Space to other schools or programs. In determining the amount of space to be reclaimed or reallocated, the District shall apply the same space standards it uses to allocate space to District schools. The District's decision to reclaim or reallocate any space pursuant to this section shall be reassessed prior to each school year.

Section 2. Shared Space. The CLCS Charter Schools will share the Site with one or more other programs for, at a minimum, the first year of this Agreement. During years where one or more non-CLCS schools or programs are co-located at the Site, the CLCS Charter Schools shall have the following rights to use the "Shared Spaces" identified below. The CLCS Charter Schools may use these Shared Spaces solely for the purposes set forth in the CLCS Charter Schools' charters and on the terms and conditions set forth herein. In years in which the CLCS Charter Schools are the only

schools or programs located at the Site, the CLCS Charter Schools shall have exclusive use of all Shared Spaces described below.

COMMON HALLWAYS: CLCS Charter Schools students shall have the right to use common hallways, to the extent necessary, for ingress and egress to the CLCS Charter Schools' Dedicated Space described herein and to other Shared Spaces. Said use of common hallways by the CLCS Charter Schools students shall be pursuant to a set schedule and under the supervision of a CLCS Charter Schools employee.

PARKING: CLCS Charter Schools staff and faculty shall have access to employee parking at the Site on the same basis that has been permitted to District employees while the Site housed District schools. The number of parking spaces shall be allocated proportionally between the CLCS Charter Schools and any other program operating at the Site.

DINING AREA/CAFETERIA: The District shall allow the CLCS Charter Schools to schedule supervised student use of the Site's dining area as outlined below.

COORDINATING SHARED USE: CLCS Charter Schools use of the parking area, shared bathrooms, athletic facilities, and dining area/cafeteria shall be coordinated through the Shared Site Committee. A clear and reasonable process shall be developed and adopted prior to the start of school in August 2014. The process shall provide CLCS with use of the parking area that is proportionate to its share of building space on the campus. The CLCS Charter Schools will notify the Assistant Superintendent or designee in writing by September 30, 2014 of any concerns regarding coordination of use for the shared space.

STUDENT DISCIPLINE: If at any point during this Agreement a District school or program is co-located in the Site, the Principal or administrator in charge of the District school or program at the Site, and CLCS Charter Schools' designee will collaborate to resolve any student disciplinary issues that involve students and/or property of both the CLCS Charter Schools and other District programs. The District shall otherwise have no responsibility as it relates to student discipline of CLCS Charter Schools' students.

EMERGENCY: In years in which the CLCS Charter Schools are co-located at the Site with one or more non-CLCS schools or programs, the principal/designee of the CLCS Charter Schools and the principal or administrator in charge of and District school or program on the Site shall immediately inform one another or their designees and the District of any health and/or safety emergency as they relate to the safety of the schools on Site. This includes reports of any serious incident that takes place on the Site where the police, fire department, or paramedics are involved, including, but not limited to, incidents of physical or sexual abuse, bomb threats, weapons on the school Site, and the sale of narcotics on the school Site. CLCS Charter Schools staff, faculty, and students shall cooperate with and participate in any lockdowns, exigent security procedures, and emergency response training, procedures, and protocols required by the District at the Site. In years in which the CLCS Charter Schools are have sole use of the Site, the principal/designee of the CLCS Charter Schools shall immediately the District of any health and/or safety emergency as they relate to the safety of the schools on Site. The CLCS Charter Schools shall follow all applicable health and safety laws, regulations, and codes.

The CLCS Charter Schools will be notified two operating days in advance of scheduled fire drills and emergency drills on the Site which may disrupt the CLCS Charter Schools and its operations. The CLCS Charter Schools will provide notification two operating days in advance to the District

School of scheduled fire drills and emergency drills on the Site which may disrupt the District School and its operations. Fire and other security and emergency alarm testing will be limited to after-school hours or non-teaching/training days. CLCS Charter Schools shall notify district/MOF of all scheduled drills.

Section 3. Facility & Amenities – Occupancy & Use.

The CLCS Charter Schools shall comply with District policies and/or practices regarding the operations and maintenance of the Site, including furnishings and equipment

FURNISHINGS AND EQUIPMENT: All furnishings and equipment present at the Site as of the date that the CLCS Charter Schools take occupancy of the site shall remain the property of the District. The District and the CLCS Charter Schools shall develop a mutually agreeable inventory of the furnishings and equipment that will be located at the Site. CLCS Charter Schools is responsible for any damage to furnishings and equipment in excess of normal wear and tear. CLCS is further responsible for replacing furnishings and equipment which require replacement sooner than provided for by the District's standard practice. Such replacement furnishings shall become the property of the District.

SECURITY: The Dedicated Space shall be wired to the Site's alarm system. The CLCS Charter Schools shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space, except that in years in which the CLCS Charter Schools are co-located with one or more non-CLCS schools or programs, the CLCS Charter Schools shall not be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space which are not caused by the CLCS Charter School's students, staff, or other associated parties. The CLCS Charter Schools shall operate a closed campus and cooperate with the District on security issues. The CLCS Charter Schools may have a unique security code. If there is a fire at the property, the CLCS Charter Schools shall immediately notify the District but no later than within one business day. CLCS Charter Schools shall exercise reasonable care to ensure that facility keys are not misplaced or stolen. CLCS Charter Schools shall notify the District within 5 hours of discovering that a key is no longer in CLCS Charter Schools' custody and control and shall assume the full cost of re-keying all portions of the facility which can be accessed using the lost or stolen key, including those portions of the facility which are Shared Space and space reserved exclusively for District use.

EMERGENCY: In an emergency, including if the Space is destroyed or damaged in any material way, the District reserves the right to temporarily interrupt the CLCS Charter Schools' use of the Space or any Site facilities or systems.

CUSTODIAL: If the CLCS Charter Schools chooses to provide their own custodial services to clean their dedicated space, District designee shall retain the right to periodically inspect Site. District designee will inform the CLCS Charter Schools' designee of deficiencies and provide a reasonable opportunity for CLCS Charter Schools to correct the deficiency. CLCS Charter Schools' repeated and persistent failure to correct deficiencies in a timely manner will require that CLCS Charter Schools use District custodial services and pay its proportional cost.

PEST MANAGEMENT: Notwithstanding anything provided in this Agreement, the District shall provide the pest management for the Site in accordance with the District pest management policy upon written notice to CLCS Charter Schools of its intention to do so, the schedule upon which the pest management service will be provided and the estimated cost of such pest management service.

CLCS Charter Schools shall pay the reasonable and customary fee or charge for said pest management service.

INSPECTION: In addition to the site inspections described below, the District shall have the right to conduct inspections of the Site at the beginning and end of each school year in order to determine the condition of the Site. Such inspections will take place at a time determined by the District.

Section 4. Modernization. In the event that the District designates facilities funds for the facility and begins modernizing the facility, the District and the CLCS Charter Schools will meet to discuss the issue of modernization for the Site.

Section 5. Term. The term of this Agreement shall begin on its date of execution and shall end on June 30, 2025 unless terminated sooner in accordance with the provisions set forth herein.

Section 6. Termination. This Agreement will automatically terminate on the termination, surrender, or revocation of the CLCS Charter Schools' charters, or the cessation of the CLCS Charter Schools' operations for any reason. However, this Agreement shall not terminate until after the CLCS Charter Schools has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.

Section 7. Facilities Use Charge. CLCS is hereby obligated to pay to the District a Facilities Use Charge in each year of the Agreement.

In the first year of the Agreement, CLCS shall pay a Facilities Use Charge equal to 3% of the combined state and federal revenues of ACLC and Nea during the 2014-15 school year.

In all subsequent years of the Agreement, CLCS shall pay a Facilities Use Fee equal to the sum of the following:

- A Base Fee equal to the greater of 3% of the combined state and federal revenues of ACLC and Nea in the then-current school year, or 3% of the combined revenues of ACLC and Nea in the previous school year; plus
- A Longevity Fee equal to 10% of the applicable Base Fee, in recognition of the District's grant of a long-term placement.

Section 8. Utilities. The CLCS Charter Schools shall be solely responsible for the cost of all utilities used or consumed by the CLCS Charter Schools on the Site. The CLCS Charter Schools shall install and obtain their own internet service provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. The CLCS Charter Schools will be billed according to the utilities billing cycle for their pro rata share of the total Site utilities costs where billing is unable to be separately billed.

Section 9. Maintenance. Facilities, furnishings, and equipment provided to the CLCS Charter Schools shall remain the property of the District.

MAINTENANCE AND OPERATIONS: The ongoing operations and routine maintenance and operations ("M&O") of the facilities and equipment are the responsibility of the CLCS Charter Schools. M&O is defined as all maintenance work other than "major maintenance" as that term is defined below. M&O thus includes, but is not limited to work done to maintain, repair, and operate buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner

that promotes learning in a safe, clean, and healthy environment. The CLCS Charter Schools shall comply with District policies regarding the operations and maintenance of the Site and furnishings and equipment, except to the extent variation is approved by the District. However, the CLCS Charter Schools need not comply with policies in cases where actual District practice substantially differs from official policies, and instead must comply with actual District practices.

DEFERRED MAINTENANCE PLAN AND SERVICES: “Deferred Maintenance” shall mean facilities repair or replacement projects as described in Education Code section 17582(a) or additionally approved by the State Allocation Board; this is further detailed by the Office of Public School Construction Deferred Maintenance Program Handbook, and it is updated from time to time. Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings; asphalt paving; the inspection, sampling and analysis of building materials to determine the presence of hazardous materials including asbestos-containing materials; the encapsulation or removal of asbestos-containing materials; the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials; the control, management, and removal of lead-containing materials; or other such items may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes.

Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District standard practice shall remain the responsibility of the District. CLCS Charter Schools may request said services from the District’s Maintenance and Operations Division on a fee-for-service basis. Fee-for-service charges shall be based upon rates that will be updated periodically by the District. Any such fees will be charged to the CLCS Charter Schools through District’s work order system along with an estimate for the requested services which will be delivered to CLCS Charter Schools within a reasonable amount of time. To the extent a service is being delivered on a long-standing or continuous basis, it is understood and agreed by the Parties that such request for services must be renewed at the outset of each school year to be a validly enforceable obligation.

The District shall be responsible for the major maintenance of the facilities used by the CLCS Charter Schools. For purposes of this section, “major maintenance” includes the major repair or replacement of all or a portion of the building structure and/or plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine M&O.

Section 10. No Right to Make Alterations or Improvements. During the Term of this Agreement, the CLCS Charter Schools has no right to make alterations, additions, or improvements to the Site, which shall include modular classrooms, (collectively, “Improvements”) without the prior written consent of the District, and if required, the Division of the State Architect. The CLCS Charter Schools may submit a request to make Improvements to the Site, and the District agrees to respond to a timely and complete request by the CLCS Charter Schools within forty-five (45) days. The District’s approval of any Improvements, including the construction schedule, work hours, and modifications, shall be at District’s sole and absolute discretion, and District may disapprove of such improvements without reason. Contractors retained by the CLCS Charter Schools with respect to the construction or installation of Improvements must be paid prevailing wages; shall be fully licensed and bonded as required by law; and must maintain levels of casualty, liability and workers’

compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of Improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to CLCS Charter Schools, including building codes and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that Improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

Section 11. Signage. The CLCS Charter Schools may install signage at the Site, including the following: one sign at the CLCS Charter Schools' main entrance stating Nea's and ACLCs' names and other pertinent information, a sign indicating the main offices of each CLCS Charter School, and other directional signs as appropriate. The signage shall not require any Improvement to the Site in order to erect such signage. The signage and method of installing the signage must be approved by the District and be in compliance with any District standards previously made available to CLCS Charter Schools and CLCS Charter Schools' receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between the District's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail. The CLCS Charter Schools may place additional signs on the property with prior District approval.

Section 12. Condition of Property. The CLCS Charter Schools, at their expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Dedicated Space, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The CLCS Charter Schools shall not be responsible for any and all environmental conditions that existed prior to the CLCS Charter Schools' occupancy of the Site. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The CLCS Charter Schools shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the CLCS Charter Schools.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Dedicated Space due to the CLCS Charter Schools' use and occupancy thereof, the CLCS Charter Schools, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Site.

Section 13. Title to Property. The parties acknowledge that title to the Site, including but not limited to the Dedicated and Shared Space, is held by the District and shall remain in the District at all times.

Section 14. Fingerprinting. The CLCS Charter Schools shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements shall be provided in writing to the District prior to each individual's commencement of employment or participation in any activity of the CLCS Charter Schools on the Dedicated Space and prior to permitting contact with non-CLCS pupils.

Section 15. Insurance.

A. CLCS Charter Schools' Insurance. CLCS Charter Schools, at CLCS Charter Schools' sole cost and expense, shall both obtain and keep in full force and effect, beginning on the Commencement Date and continuing until this Agreement terminates, the following insurance policies for the Site, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

- (1) Liability Insurance. Commercial general liability insurance with respect to the Site and Dedicated Space, if any, and the operations of or on behalf of the CLCS Charter Schools in, on or about the Site, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the School as required by the District as a school district. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of the District. The policy shall be endorsed to name the Alameda Unified School District and the Board of Education of the City of Alameda as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the CLCS Charter Schools' insurance primary; provided, however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the CLCS Charter Schools.
- (2) Property Insurance. Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of the CLCS Charter Schools' trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property ("Charter's Property") in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain a waiver of subrogation in favor of the District. With regard to such property insurance, the District agrees that the CLCS Charter Schools shall have the right to participate in insurance policies obtained by the District where such policies are less expensive or otherwise more advantageous to the CLCS Charter Schools than coverage otherwise available in the marketplace. Any such participation shall be in a separate written agreement. The Parties further acknowledge and agree that the CLCS Charter Schools has no obligation hereunder to purchase earthquake coverage.
- (3) Workers' Compensation, Employer Liability. Workers' compensation insurance in accordance with provisions of the California Labor Code adequate to protect the CLCS Charter Schools from claims that may arise from its operations pursuant to the Workers' Compensation Act, and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- (4) Insurance Against Employee Theft or Dishonesty. The CLCS Charter Schools shall maintain coverage against employee theft and dishonesty with a minimum coverage of \$1M per occurrence.

B. Insurance Policy Criteria. All policies of insurance required to be carried by CLCS Charter Schools shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard the District requires for non-charter public schools [A.M. Best A-, VII or better]. Insurance provided through a Joint Powers Authority shall be considered sufficient under this section. Any such insurance required of the CLCS Charter Schools hereunder may be furnished by the CLCS Charter Schools under any blanket policy carried by it or under a separate policy therefore. A true and exact copy of each paid-up policy evidencing such

insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the date the CLCS Charter Schools is given the right to possession of the Site, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. In addition, the District and the Board of Education of the City of Alameda shall be named as an additional insured on the liability policies and a loss payee on the property coverage for the Site. The District may, at any time and from time to time, upon reasonable notice to the CLCS Charter Schools and at no cost to the CLCS Charter Schools, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of the CLCS Charter Schools under this Agreement.

C. Failure to Obtain Insurance. If the CLCS Charter Schools fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any applicable law, the District may (but without obligation to do so), and with concurrent notice to the CLCS Charter Schools, perform such obligations on behalf of the CLCS Charter Schools, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid, shall become due and payable as additional payment by CLCS Charter Schools to the District.

D. Reimbursement. CLCS Charter Schools shall reimburse the District for cost of the premiums paid by the District for the insurance carried by the District pursuant to the terms of section C herein. Such amounts will be payable by check and may not be deducted by the District from the CLCS Charter Schools' Revenue account.

E. District Insurance. During the Term of this Agreement, the District shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the Site and any District-owned personal property) in amounts equal to that which would be in place if the Site were occupied by another school of the District. For services provided by the District to the CLCS Charter Schools, the District shall maintain responsibility for these services and such services shall be covered by the District's self-insurance or any insurance that the District may maintain.

Section 16. Indemnification. The CLCS Charter Schools shall indemnify, hold harmless, and defend the District, its trustees, officers, employees 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 Site after District delivers possession of the Dedicated Space to the CLCS Charter Schools, arising from the CLCS Charter Schools' use of the Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the CLCS Charter Schools in or about the Site; provided, however, that the CLCS Charter Schools shall not have any obligation to indemnify, hold harmless or defend the District, its trustees, officers, employees 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 Site after the District delivers possession of the Dedicated and Shared Space to the CLCS Charter Schools, resulting from or arising out of the sole negligence or willful malfeasance of the District, its trustees, officers, employees and agents or any person or entity not subject to the CLCS Charter Schools' control and supervision.

The District shall indemnify, hold harmless, and defend the CLCS Charter Schools, its trustees, officers, employees 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 Site after the District delivers possession of the Dedicated Space to the CLCS Charter Schools, arising from the District's use of the Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the District in or about the Site; provided, however, that the District shall not have any obligation to indemnify, hold harmless or defend the CLCS Charter Schools, its trustees, officers, employees 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 Site after the District delivers possession of the Dedicated and Shared Space to the CLCS Charter Schools, resulting from or arising out of the sole negligence or willful malfeasance of the CLCS Charter Schools, its trustees, officers, employees and agents or any person or entity not subject to the District's control and supervision.

Section 17. Access. The District and its authorized representatives shall have the right, after twenty-four (24) hours prior written notice to CLCS, to enter the Site during normal business hours for the purpose of inspection and audit ("Inspection") or to perform Deferred Maintenance in or on the Site. Nothing in this section shall prevent the District from entering the Site to address an emergency upon the Site, nor shall this provision restrict the District's authority to enter the Site without advanced notice to perform its general oversight responsibilities under the terms of the CLCS Charter Schools' charters and applicable law. An "emergency" shall be defined to include circumstances that risk the health and safety of students, personnel or other persons on the Site; or circumstances that risk further imminent damage or destruction to the Site; or circumstances that otherwise jeopardize the operation of the Site, including, but not limited to, the safety and sanitary condition of the Site.

Section 18. Surrender of Site. Upon the Termination Date or other termination of this Agreement, the CLCS Charter Schools shall peaceably quit and surrender to the District the Site, together with the CLCS Charter Schools improvements and all alterations approved by the District in good order and condition, except for normal wear and tear after the CLCS Charter Schools' having made the last necessary repair required on its part under this Agreement, and further except for any portion of the Dedicated Space condemned and any damage and destruction for which the CLCS Charter Schools is not responsible hereunder.

Section 19. No Hold Over. CLCS Charter Schools shall surrender possession of the Site immediately upon the expiration of the Term or earlier termination of this Agreement. Absent a written agreement to the contrary, CLCS Charter Schools will not be permitted to hold over possession of the Site after such expiration or earlier termination of the Term without the express written consent of the District, which consent the District may withhold in its sole and absolute discretion. Any holdover by CLCS Charter Schools shall constitute a breach of this Agreement by CLCS Charter Schools entitling the District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom.

During any hold over period, CLCS Charter Schools shall not occupy and use the Site during the hold over period except to remove its personal property and Alterations as it has coordinated with District.

Section 20. Liens. CLCS Charter Schools shall not suffer or permit any liens to stand against the Site, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If as a result of work performed by or under the direction of the CLCS Charter Schools any such lien shall at any time be filed against the Site, the CLCS Charter Schools shall provide written notice thereof to the District as soon as notice of such lien or

action comes to the knowledge of the CLCS Charter Schools. The CLCS Charter Schools shall cause the lien or action to be discharged of record within thirty (30) days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by the District to subject its estate in the Site or any estate that may be construed in favor of the CLCS Charter Schools under this agreement to liability under any mechanics' lien law or to any contractor or laborer for work performed.

Section 21. Release of Liens. If any such liens are not so discharged within thirty (30) days after the date of the filing of the same, the District, without waiving its rights and remedies based on such breach by the CLCS Charter Schools whose dealings gave rise to the lien and without releasing the CLCS Charter Schools from any of its obligations, cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien.

Section 22. Damage and Destruction.

A. Notice to the District. CLCS Charter Schools shall provide written notice to the District immediately of any casualty that wholly or partially damages or destroys the CLCS Charter Schools Dedicated or Shared Space.

B. If there is damage or destruction, in whole or in part, to the CLCS Charter Schools Premises or CLCS Charter Schools Shared Premises:

(1) Unsafe Access or Use. If CLCS Charter Schools and the District determine that all or substantially all of the CLCS Charter Schools Premises and/or CLCS Charter Schools Shared Premises are inaccessible or unusable by CLCS Charter Schools in a safe manner, then the parties may mutually agree to terminate this Agreement.

(2) Safe Access or Use. If CLCS Charter Schools and the District determine that CLCS Charter Schools can safely continue its educational program from the Site, CLCS Charter Schools may elect to continue the Agreement in effect; provided, that CLCS Charter Schools' Rent shall be adjusted proportionately for that portion of the Dedicated and/or Shared Space that CLCS Charter Schools cannot use and relinquishes use of.

(3) Upon mutual agreement between the parties, CLCS Charter Schools may elect to pay the District for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by the District. If CLCS Charter Schools exercises such option, this Agreement shall continue in full force and effect, but the Rent and all other charges, expenses and fees shall be proportionately reduced.

(4) If this Agreement is terminated pursuant to this Section, the District shall make best efforts to house CLCS Charter Schools' entire program that was conducted at the Site in a single facility for the remainder of the CLCS Charter Schools' planned school year. If the District cannot provide CLCS Charter Schools with a single facility, the District shall make best efforts to provide CLCS Charter Schools with classrooms sufficient to house the CLCS Charter Schools' entire program that was conducted at the Site across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the Site or at other District real property that the District deems appropriate; provided, that pursuant to Section 47614(b)(1) of the Education Code, nothing herein shall obligate the District to expend unrestricted general fund revenues. To the extent permitted by Education Code § 47614, the CLCS Charter Schools may thereafter submit a request

for facilities pursuant to Education Code Section 47614 to the District for the subsequent school year.

Section 23. Eminent Domain.

A. Termination of Agreement. This Agreement shall terminate if all of the Dedicated or Shared Space is permanently taken under the power of eminent domain. If only a part of the Dedicated or Shared Space is permanently taken under the power of eminent domain, the District or CLCS Charter Schools may elect to terminate this Agreement by providing sixty (60) days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of this Agreement, the Rent shall be proportionately reduced based on the portion of the Dedicated and Shared Space which is rendered unusable, and the District shall restore the Site by constructing a demising wall deemed necessary by the District to separate the Dedicated or Shared Space from the portion permanently taken. In the event the District terminates this Agreement pursuant to this Section, the District shall make best efforts to house CLCS Charter Schools' entire program in a contiguous facility for the remainder of the CLCS Charter Schools' planned school year. If the District cannot house the CLCS Charter Schools' entire program in a single contiguous facility, the District shall make best efforts to provide CLCS Charter Schools with classrooms sufficient to house the CLCS. To the extent permitted by Education Code § 47614, the CLCS Charter Schools may thereafter submit a request for facilities pursuant to Education Code Section 47614 to the District for the subsequent school year.

B. Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the Site, the District shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the Site. Nothing contained in this Article 15 shall be deemed to give the District any interest in or to require CLCS Charter Schools to assign to the District any separate award as designated by the condemning authority made to CLCS Charter Schools for (i) the taking of CLCS Charter Schools' tangible property, (ii) interruption of or damage to CLCS Charter Schools' business, or (iii) amounts attributable to CLCS Charter Schools' relocation expenses.

C. Temporary Taking. No temporary taking of the Dedicated or Shared Space under this Agreement shall terminate this Agreement or give CLCS Charter Schools any right to any abatement of any payments owed to the District pursuant to this Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to the District, except as to compensation for (i) the temporary taking of CLCS Charter Schools' personal property, (ii) interruption of or damage to CLCS Charter Schools' business, or (iii) amounts attributable to CLCS Charter Schools' temporary relocation expenses.

Section 24. CLCS or CLCS Charter Schools Default; the District's Remedies.

A. Default by CLCS or CLCS Charter Schools. The occurrence of any one of the following events shall be considered a default of this Agreement by CLCS and the CLCS Charter Schools:

(1) The failure of CLCS and/or the CLCS Charter Schools to pay any charges or fees due and payable hereunder; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such ten (10) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

- (2) The failure of CLCS and/or the CLCS Charter Schools to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. The District shall provide CLCS with written notice of default and CLCS and/or the CLCS Charter Schools shall have ten (10) business days to provide a response to the District, either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by the District within which CLCS and/or the CLCS Charter Schools will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by the District to CLCS without prior written agreement by the District. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;
- (3) CLCS Charter Schools' abandonment of the Site for a period of thirty (30) consecutive days, it being agreed that the fact that any of CLCS Charter Schools' property remains on the Site shall not be evidence that CLCS Charter Schools has not vacated or abandoned the Site; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Site;
- (4) The making by CLCS and/or the CLCS Charter Schools of any general assignment or general arrangement for the benefit of creditors; the filing by or against CLCS or any CLCS Charter School of a petition to have CLCS and/or a CLCS Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the CLCS Charter Schools' assets located at the Site, or of CLCS Charter Schools' interest in this Agreement, where possession is not restored to CLCS Charter Schools within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of CLCS Charter Schools' assets located at the Site or of CLCS Charter Schools' interest in this Agreement, where such seizure is not discharged within thirty (30) days.
- (5) Any failure by CLCS and/or the CLCS Charter Schools to execute and deliver any statement or document described in Article 20 below within a reasonable period of time after the District's written request for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, and such thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;
- (6) CLCS's or the CLCS Charter Schools' assignment or other transfer of their rights, duties, or privileges under this Agreement in violation of Section 29 below.
- (7) The cessation of the CLCS Charter Schools' programs after a revocation, nonrenewal or surrender of the charter to the District. However, the CLCS Charter Schools shall not be in default of this Agreement until after the CLCS Charter Schools has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.
- (8) The CLCS Charter Schools' failure to surrender the Site in accordance with Section 18 above.

B. The District's Remedies.

- (1) In the event of any default by CLCS and/or the CLCS Charter Schools which is not cured within the time periods specified in this Agreement, the District shall have the right, in addition to all other rights available to the District under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing CLCS Charter Schools with a ninety (90) day prior written notice of termination. Upon termination, the District may recover any damages proximately caused by CLCS Charter Schools' failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by the District in an effort to mitigate damages, as well as any other damages which the District is entitled to recover under any statute now or later in effect.
- (2) In accordance with Civil Code section 1951.4 (or any successor statute), CLCS and the CLCS Charter Schools acknowledge that in the event CLCS or the CLCS Charter Schools have breached this Agreement and abandoned the Site, this Agreement shall continue in effect for so long as the District does not terminate CLCS Charter Schools' right to possession, and the District may enforce all its rights and remedies under this Agreement, including the right to recover the Facilities Use Charge and all other fees and charges specified herein as they become due under this Agreement, and to further recover any additional reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the CLCS Charter Schools' Dedicated or Shared Space or the appointment of a receiver upon initiative of the District to protect the District's interest under this Agreement shall not constitute a termination of CLCS Charter Schools' right to possession. In addition to its other rights under this Agreement, the District has the remedy described in Civil Code section 1951.4.
- (3) In the event of any default by CLCS and/or the CLCS Charter Schools which is not cured within the time periods specified in this Agreement, the District shall also have the right, with or without terminating this Agreement, to enter the Site, including all Dedicated and Shared Space, and remove all persons and personal property from the Site, such property being removed and stored in a public warehouse or elsewhere at CLCS Charter Schools' sole cost and expense. No removal by the District of any persons or property in the Site shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by the District in writing, or decreed by a court of competent jurisdiction. The District's right of entry shall include the right to remodel the CLCS Charter Schools Dedicated or Shared Space and re-allocate such spaces to other schools, programs, or entities. Any payments made by CLCS Charter Schools or fees or charges paid by any replacement schools or programs shall be credited to the amounts owed by the CLCS Charter Schools under this Agreement. No entry by the District shall prevent the District from later terminating this Agreement by written notice.
- (4) If CLCS or the CLCS Charter Schools fail to perform any covenant or condition to be performed by CLCS Charter Schools within a the time period specified in this Agreement after CLCS received written notice of such failure from the District, the District may perform such covenant or condition at its option, after notice to CLCS Charter Schools. In the event of an Emergency, the District has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by the District in so performing shall be reimbursed to the District by CLCS in accordance with section 5.2 hereof. Any performance by the District of CLCS or the CLCS Charter Schools' obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by the District in collecting payments due or enforcing the obligations of CLCS or the CLCS Charter Schools under this Use Agreement shall be paid by CLCS to the District in accordance with section 5.2 hereof.

(5) The rights and remedies of the District set forth herein are not exclusive, and the District may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

Section 25. The District's Default; CLCS Charter Schools' Remedies.

A. The District's Default. The District shall be considered in default of this Agreement for failure by the District to observe or perform any of its covenants or obligations hereunder which continue beyond the notice and cure period provided herein (except in the event of an emergency, in which case the District shall perform its obligations immediately). CLCS shall provide the District with written notice of default and the District shall have ten (10) business days to provide a response either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to CLCS Charter Schools within which the District will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by CLCS Charter Schools without prior written agreement by CLCS Charter Schools.

B. CLCS Charter Schools' Remedies. If the District fails to perform any covenant or condition to be performed by the District within the time period specified in section 25(A) after the District received written notice of such failure from CLCS, CLCS shall have the right to withhold payment as its remedy for the District non-performance. In the event of an Emergency, CLCS Charter Schools has the right to perform such activity to mitigate the impact of the Emergency. All out-of-pocket, reasonable costs and expenses actually incurred by CLCS Charter Schools as a result of the District's failure to perform under this Agreement, in collecting payments due or enforcing the obligations the District under this Agreement shall be paid by the District to CLCS Charter Schools within thirty (30) days of written demand therefore.

The rights and remedies of CLCS Charter Schools set forth herein are not exclusive, and CLCS Charter Schools may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

Section 26. Capacity to Sign. All parties represent and warrant that they possess all necessary capacity and authority to sign and enter into this Agreement. Each individual signing this Agreement for a party which is a public agency, a corporation, a partnership, a limited liability company, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, represents and warrants that he or she has the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf he or she is signing.

Section 27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District: Alameda Unified School District
 2060 Challenger Drive
 Alameda, CA 94501
 Attn: Chief Business Officer

If to CLCS or the CLCS Charter Schools:	Community Learning Charter Schools, Inc. Woodstock Education Center 1900 Third Street Alameda, CA 94501 Attn: Executive Director
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Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 28. Dispute Resolution. Notwithstanding anything in this Agreement to the contrary, disputes between CLCS, the CLCS Charter Schools and the District regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be employees(s) of CLCS Charter Schools or the District); (2) a statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute, the representatives from CLCS shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide a mediator, the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply, and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District, CLCS, and CLCS Charter Schools.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

Section 29. No Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party.

Section 30. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 31. Entire Agreement of Parties. 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 the parties.

Section 32. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

Section 33. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment.

Section 34. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 35. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 36. Modifications. Modifications of this Agreement may be made by mutual written agreement at any time and must express intent to modify this Agreement. Any modification of this agreement must be in writing and executed by duly authorized representatives of both parties.

Section 37. Force Majeure. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, non-availability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

Section 38. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 39. Construction. Nothing in this Agreement shall affect the number of positions held by or reduce the amount of work performed by District employees covered by a collective bargaining agreement with the District.

Section 40. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 41. Entire Agreement. This Agreement contains all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties pursuant to Section 36 hereto prior to its becoming effective.

Section 42. Satisfaction and Waiver of Proposition 39 and Related Claims. The District, CLCS and the CLCS Charter Schools mutually agree that no party will have an obligation to participate in the Proposition 39 process during the Term of this Agreement. CLCS and the CLCS Charter Schools agree that by entering into this Agreement, the District has satisfied all of its Proposition 39 obligations to the CLCS Charter Schools during the Term of the Agreement, and further knowingly waive any current or future claim to District facilities during the Term of the Agreement.

Section 42. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ALAMEDA UNIFIED SCHOOL DISTRICT

Margie Sherratt, President, Board of Education

Date

**Kirsten Vital, Superintendent and
Secretary, Board of Education**

Date

APPROVED AS TO FORM:

Chad Pimentel, General Counsel

Date

**COMMUNITY LEARNING CHARTER SCHOOLS, INC.,
NEA COMMUNITY LEARNING CHARTER SCHOOL, and
ALAMEDA COMMUNITY LEARNING CHARTER SCHOOL**

Patti Wilczek, Executive Director

Date