AGREEMENT FOR ADULTS WITH DISABILITIES PROGRAM

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT
San Leandro Adult School

AND

HARAMBEE KINSHIP CENTER

"THIS AGREEMENT is entered into effective January 2016, by and between San Leandro Unified School District, on behalf of the San Leandro Adult School hereinafter referred to as "School," and the Harambee Kinship Center hereinafter referred to as "Harambee."

WITNESSETH:

WHEREAS, School has an Adults with Disabilities Program and both students from the School and Harambee need to obtain education and training leading to employment and improving life skills.

WHEREAS, School has the facilities for classroom use in the afternoons 12:30-5:30pm.

NOW, THEREFORE, the parties agree as follows:

1. General Information

A. Only students enrolled and regularly participating in the training at San Leandro Adult School's Adults with Disabilities program are recognized as students under this Agreement.

B. The period of time for each student's education and training is only limited to their ability to benefit. Courses are free and students may enroll as often as desired.

C. The maximum number of students to receive training shall be mutually agreed upon by the parties based upon the availability of space and other considerations.

2. Nondiscrimination

The parities agree that all students participating pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California

Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

3. Responsibilities of School

   A. School shall provide classroom space from 12:30-5:30 pm Monday-Thursday during each term Fall, Winter, and Spring except during holidays, breaks, and other specified dates.

   B. School shall provide various classes focusing on employment readiness, retaining employment, and life skills.

   C. School shall provide technical assistance with curriculum, pedagogy, developing pre and post assessments, and classroom observations.

   D. School shall provide assistance with the evaluation of the effectiveness of the program.

   E. School shall include Harambee staff in professional development.

   F. School shall provide photocopying services and classroom technology including internet access, teacher computer, document camera, and Smartboard.

   G. School shall enforce rules and regulations governing the students that are mutually agreed upon by School and Harambee.

4. Responsibilities of Harambee

   A. Harambee shall supply preliminary curriculum and provide support for newly developed curriculum.

   B. Harambee shall provide and pay all expenses for all classroom personnel including teachers and aides. These will be Harambee's employees but supervision will be shared by School and Harambee.

   C. Harambee shall provide proof of liability and worker's compensation insurance and name San Leandro Unified School District/San Leandro Adult School on its policy prior to beginning of agreement.

   D. Harambee shall ensure that all teachers meet or exceed requirements set forth by the California Teacher Commission and possess appropriate teaching credentials.

   E. Harambee shall ensure that all teachers and aides have Livescan finger prints on file with Alameda County Office of Education.

F. Harambee shall ensure that all teachers and aides have clear TB test results on file and renewed every two years.

G. Harambee shall ensure that 50% of open students slots be used for current and former School students.

5. Status of School and Harambee

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between School and Harambee, but is rather an agreement by and between independent contractors being School and Harambee.

6. Hold Harmless Clause

School shall indemnify and hold harmless Harambee, its officers, agents and employees from any and all claims, loss, damages, liability, costs, expenses, judgments or obligation, including the cost of defense thereof, insofar as School may legally do so and subject to the availability of funds, resulting from or on account of the negligent performance or failure to perform obligations or activities within the scope of this Agreement by School, its instructors, agents or employees or by any student enrolled in the training herein referred to.

Harambee shall indemnify and hold harmless School, its officers, agents and employees, from any and all claims, loss, damages, liabilities, costs, expenses, judgments or obligations, including the cost of defense thereof, resulting from or in any way connected with the negligent performance or failure to perform obligations or activities within the scope of this Agreement by Harambee, its officers, employees or agents.

7. Term of Agreement; Termination; Modification

This Agreement is for a term commencing January 2016. This Agreement may be terminated by either party upon the giving of sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have cased this Agreement to be executed by their respective duly authorized representatives the date first above written.

San Leandro Adult School

_____ Date: _____

Administrator

_____
Please Print Name

San Leandro Adult School
1448 Williams St.
San Leandro, CA 94577

_____ Date: _____
Authorized Representative

_____
Please Print Name

San Leandro Unified School District
835 E. 14th St.
San Leandro, CA 94577

Harambee Kinship Center

_____ Date: _____
Authorized Representative

_____
Please Print Name