AGREEMENT FOR ADULTS WITH DISABILITIES PROGRAM

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT
San Leandro Adult School

AND

The Learning Oasis

"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 Learning Oasis hereinafter referred to as "Oasis."

WITNESSETH:

WHEREAS, School has a Career Technical Education Program and Oasis has multiple classes that fit into the scope and sequence of School's program and mission.

WHEREAS, School has the facilities for classroom use in the evenings and on Saturdays.

NOW, THEREFORE, the parties agree as follows:

1. General Information

A. The period of time for each student's education and training is only limited to their ability to benefit. Students may enroll as many classes as desired.

B. 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.

C. Students will register for classes and pay tuition directly to The Learning Oasis.

D. The School shall advertise classes in their brochures.

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 except during holidays, breaks, and other specified dates.

   B. School shall include The Learning Oasis staff in professional development.

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

   D. School shall enforce rules and regulations governing the students that are mutually agreed upon by School and The Learning Oasis.

4. Responsibilities of Oasis

   A. Oasis shall supply curriculum.

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

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

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

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

5. Status of School and Oasis

   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 Oasis, but is rather an agreement by and between independent contractors being School and Oasis.

6. Hold Harmless Clause

School shall indemnify and hold harmless Oasis, 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.

Oasis 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 Oasis, its officers, employees or agents.

7. Fees

Oasis shall pay School for each student who completes his/her program of study a fee to be determined and agreed to by both Oasis and School.

8. 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

The Learning Oasis

_____ Date: _____
Authorized Representative

_____
Please Print Name