AGREEMENT FOR NEW CAREER TECHNOLOGY EDUCATION PROGRAM

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT
San Leandro Adult School

AND

NEW ERA BARBER & COSMETOLOGY

"THIS AGREEMENT is entered into effective December 2017, by and between San Leandro Unified School District, on behalf of the San Leandro Adult School hereinafter referred to as "School," and New Era Barber & Cosmetology hereinafter referred to as "NEBC."

WITNESSETH:

WHEREAS, School has a Career Technology Education program for students to obtain education and training leading to employment.

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 individuals enrolled and regularly participating in the education and training at San Leandro Adult School 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.

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.

D. San Leandro Unified School District/San Leandro Adult School is not a Local Education Agency for any apprenticeship programs.

E. This agreement will have no financial cost to the San Leandro Unified School District/San Leandro Adult School.

F. All student tuition shall be paid to and collected by NEBC.

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 and Spring except during holidays, breaks, and other specified dates.

B. School shall provide space for the theory component of the class.

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

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

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

F. School shall enforce rules and regulations governing the students.

4. Responsibilities of NEBC

A. NEBC shall supply state-approved curriculum.

B. NEBC shall provide site(s) for the practical "on-the-job" training component of the class.

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

D. NEBC 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.

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

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

G. NEBC shall ensure that 75% of open students slots be used for current and former School students.

5. Status of School and NEBC

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

6. Hold Harmless Clause

School shall indemnify and hold harmless NEBC, 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.

NEBC 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 NEBC, its officers, employees or agents.

7. Term of Agreement; Termination; Modification

This Agreement is for a term commencing December 2017. 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

New Era Barber & Cosmetology

_____ Date: _____
Authorized Representative

_____
Please Print Name