AGREEMENT FOR NEW PROGRAM

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT
San Leandro Adult School

AND

ROADWAY INTELLIGENCE, INC.

THIS AGREEMENT is entered into effective September 2020, by and between San Leandro Unified School District, on behalf of the San Leandro Adult School hereinafter referred to as "School," and Roadway Intelligence, Inc. hereinafter referred to as "RII."

WITNESSETH:

WHEREAS, new program leading to an internship and career pathway, School has Career Technical Education and Community Education programs and RII has multiple classes that fit into the scope and sequence of School's programs and mission.

WHEREAS, School has the facilities for classroom use and parking for the attendants in the afternoons.

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 in as many classes as desired to complete program.

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 who are accepted into the program after completing an orientation, including an interview and basic skills test, will co-enroll in classes directly through both School and RII.

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 and parking for attendants in the afternoons except during holidays, breaks, and other specified dates for set classes.

B. School shall provide photocopying services and classroom technology including internet access, teacher computer, document camera, and Promethean board.

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

D. School shall assist with administrative support, marketing through their brochure, student recruitment, and provide free on-site professional development.

4. Responsibilities of RII

A. RII shall supply and maintain curriculum, 20 student computers, 2 projectors, all software (DaVinci, 16, Nuke Moto, Houdini, MET Creative, etc.) and software MET Storage Vision and Motion Graphics licenses.

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

RII 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. However, since RII is a 501(c)(3) Nonprofit religious organization that is exempt from being required to obtain a worker's compensation insurance based on the following exceptions:

- Paid individuals engaged in a teaching capacity in or for a religious, charitable or educational institution (Section 502(c) (3) under the IRS tax code) are also exempt from mandatory coverage (but can also be covered voluntarily). To be exempt, the teachers must only be performing teaching duties.
- RII will be hiring independent contractors to teach the set courses. If independent contractor hires employee to perform any work under the agreement, Contractor will cover them with workers' compensation insurance and provide school with a copy of such policy.

C. RII shall ensure that all personnel are certified by vendors as Certified Instructor for their software and/or equipment and meet or exceed requirements set forth by the California Teacher Commission, the California Department of Education, and possess appropriate teaching credentials and/or experience.

D. RII shall ensure that all personnel have Livescan finger prints on file with Alameda County Office of Education.

E. RII shall ensure that all personnel have clear TB test results on file and renewed every two years.

F. RII will provide students who satisfactorily complete the training program with an internship with Roadway Media, Sony, or other local company leading to a career pathway.

G. RII will ensure that students who satisfactorily complete the training program and internship will receive industry mastery certifications approved by the vendors and companies that designed the software/equipment and the California Department of Education.

H. Students who satisfactorily complete program and internship will be qualified for industry positions such as: multimedia technician, broadcasting assistant, camera I and II positions, and DIT.

5. Status of School and RII

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

6. Hold Harmless Clause

School shall indemnify and hold harmless RII, 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.

RII 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 RII, its officers, employees or agents.

8. Term of Agreement; Termination; Modification

This Agreement is for a term commencing September 2020 may be terminated with 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

Roadway Intelligence, Inc.

_____ Date: _____
Authorized Representative

_____

Please Print Name, Title