



After-School Program Fall 2023 - Spring 2024 Contract

CONTRACT AND SERVICE AGREEMENT BETWEEN

Hands-On Technology Education, LLC
3397 Hackamore Drive
Hayward, CA 94541

AND

Oakland Military Institute
3877 Lusk Street
Oakland CA, 94608

This Agreement is made as of _____ (*date*), between Hands-On Technology Education, LLC, hereafter referred to as “Provider”, and Oakland Military Institute (*Youth Organization*), hereafter referred to as “Youth Organization”.

Recitals

A. Provider has developed certain unique educational subject matter, systems, designs, organization models, curricula, materials, guidelines, tests, and/or programs.

A.1. Provider authorizes Brian Ware (Program Manager) and Korey Sewell (Executive Director) to represent its entity with respect to communication and execution of this contract agreement.

B. Youth Organization wishes to engage the Provider in order to provide instructional services and supplies to staff and students enrolled as part of the Youth Organization.

Agreement

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, Provider and Youth Organization agree as follows:

1. **ENGAGEMENT.** Youth Organization hereby engages and retains Provider, who agrees to serve as consultant and service provider in connection with instructional design and delivery of instruction for the students listed above.

2. **TERM.** The term of the Agreement shall be from the date of execution of the Agreement until the program objectives set forth in Section 3, “PROVIDER’S OBLIGATIONS”, have been achieved.



After-School Program Fall 2023 - Spring 2024 Contract

3. PROVIDER OBLIGATIONS will include:
- A. Facilitate STEAM (Science, Technology, Engineering, Arts, & Math) after-school program according to the following specifications:
 1. Instructional & Program Management Staff to effectively **implement a 60-student After-School & Intramural Sports program** between the **dates of September 2023 - May 2024**
 - Two Student Tracks: Track A (New Students), Track B (Returning)
 - Includes support for up to 3 ASP classrooms
 1. Support STEAM & Non-STEAM Days for the After-School Program as per OMIA scheduling needs
 - a. STEAM Days are to be no less than 50% of programming days
 - b. Non-STEAM days may consist of Intramural Sports, Typing Proficiency, & HOTE Special Activities/Projects as mutually agreed upon by Youth Organization and HOTE.
 - c. Up to 4 CLUBS/INTRAMURAL SPORTS will be active based on responses to student surveys.
 2. Provide **Customized Curriculum** schedule & activities to support both After-School Program
 - After-School Program: Differentiate 100 (beginner) or 200 (intermediate) level curriculum based on incoming student skillset, age-groups, and returning students
 - Re-evaluate curriculum needs and activities on a monthly basis in order to best merge with OMIA goals and student needs.
 3. Provide **Student Data Assessment & Reporting** for ASP Programs
 - Conduct Pre- & Post Skill Surveys for After-School Program Registrants
 - Conduct Student Satisfaction & Feedback Surveys after Project Theme completion
 4. Deliver **STEAM Curriculum** based on student skill sets within the following topics:
 - Technology Adventure Themes ([descriptions](#)):
 1. Artificial Intelligence
 2. Cryptography



After-School Program Fall 2023 - Spring 2024 Contract

3. Earth & Life Science Adventure
 4. Tech Entrepreneurship
 5. Robot Coder & Builder
 6. Virtual Reality Experience
 7. YouTuber (Videography)
 8. Game-gineers: Play, Build, & Code Video Games
- Technology Core: (1) Computer Science & (2) Electrical Engineering

5. Implement **Daily Activity Stations** in Sports, Arts, Music, & STEAM as exploratory time for After-School Program students

- Activity Stations will rotate on a monthly basis in order to encourage student participation and evolve to student interests

6. Provide Classroom Supply Sets for Technology Adventure Materials

- Consumable Supplies for all students participating
- Allocation of HOTE Supplies for Classroom usage
- Supply Shipping, Delivery, & Distribution to students

B. Consult with the Youth Organization to determine age- and skill-appropriate STEAM Education activities.

4. YOUTH ORGANIZATION'S OBLIGATIONS. Youth Organization will participate and cooperate as follows:

- A. Consult with the Provider to determine age-appropriate Computer Science & Engineering activities
- B. Payment of activity within agreed upon payment schedule (See Section 6. RATES)
- C. Coordinate meeting with other Military Academies
- D. HOTE STEM programming with OMI during school day (Assemblies/Demo Days, HOTE Makerspace, or Professional Development)
- E. Summer site access for potential HOTE Summer Programming

5. MUTUAL OBLIGATIONS. Both Provider and Youth Organization agree to:

- A. Promptly inform the other party of any issues and problems that may arise during the development and implementation of services.



After-School Program Fall 2023 - Spring 2024 Contract

- B. Grant permission to the other party to share information regarding the services provided with other school Youth Organizations, potential clients, and other organizations.
- C. During the term of this Agreement and for a period of (1) year after the expiration or termination of this Agreement for any reason, each party hereto agrees that it shall not:
 - (a) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of the other party;
 - (b) induce or attempt to induce any employee, agent or former employee or agent of the other party to leave the employ of the other party, or hire any such employee, agent or former employee or agent in any business or capacity; or
 - (c) make any statement disparaging the other party, any member, principal, officer, director, shareholder, employee or agent thereof, to any person, firm, corporation or other business organization whatsoever. In doing so, there may be a compensation fee.
- D. Should non solicit agreement be breached, the offending party agrees to pay a one-time fine of 12x the monthly salary for each employee that has been solicited out of the contract, calculated by averaging the most recent 6 months of salary for the employee and prorating for the full amount.
- E. Collaboration on at least 4 grant proposals with OMI administrative support



After-School Program Fall 2023 - Spring 2024 Contract

6. RATES & PAYMENT SCHEDULE

- A. The Youth Organization agrees to the following rate of \$225,000 for the services listed above. Payments can be made by any of the following methods:
 - a. ACH deposit
 - b. Check
- B. Payment is required according to the following schedule:
 - a. Payment #1 - \$60,000: Due By August 18th, 2023
 - Payment to be made within 7 days of contract execution.
 - b. Payment #2 - \$55,000: Due By October 13th, 2023
 - c. Payment #3 - \$55,000: Due By January 19th, 2024
 - d. Payment #4 - \$55,000: Due By April 26th, 2024

Sign & Date Below (Youth Provider):

Mrs. Shawna Lipsey
Oakland Military Institute (OMI)

Date

Dr. Korey Sewell, CEO
Hands-On Technology Education

Date

Brian Ware, Programs Director
Hands-On Technology Education

Date