



After-School Program Contract

Servicing ASES Grant ID: 01-23939-C349-EZ

CONTRACT AND SERVICES AGREEMENT BETWEEN

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

AND

Oakland Military Institute
3877 Lusk Street
Oakland CA, 94608

This Services Agreement ("Agreement") is made as of February 11, 2025, between Hands-On Technology Education, LLC ("Provider") and Oakland Military Institute ("School"), collectively the "Parties."

Recitals

- A. Provider has developed certain educational subject matter, systems, designs, organization models, curricula, materials, guidelines, tests, and/or programs.
- B. School wishes to engage Provider for instructional services and supplies to staff and students enrolled as part of School ("Services").
- C. The School's funding for this Agreement is made in part pursuant to a grant provided by the California Department of Education's After School Education and Safety (ASES) Program, ASES Grant 01-23939-C349-EZ (the "Grant"), of which Provider and School are co-applicants and which is further outlined in the ASES Program Plan.
- D. This Agreement governs Provider's Services for the 2024-2025 and 2025-2026 academic schoolyears; provided, however, that if the Grant funding materially changes for the 2025-2026 academic schoolyear (as defined below), the Parties agree that they will revisit terms for 2025-2026.
- E. This Agreement also includes a mutual release of claims related to disputes between the Parties.

Agreement

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

1. **ENGAGEMENT.** School hereby engages and retains Provider, who agrees to serve as a consultant and service provider in connection with instructional design and delivery of instruction and/or after-school programming for School's students.
2. **TERM.** The term of the Agreement shall be from the date of execution of the Agreement until the dates set forth as the program objectives in Section 3, "PROVIDER'S OBLIGATIONS".
3. **PROVIDER OBLIGATIONS.** Facilitate STEAM (Science, Technology, Engineering, Arts, & Math) after-school program according to the following specifications:



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A. Remaining Services for 2024-2025:

1. Instructional Staff:

1. Staffing numbers (3 total staff members and remote Program Manager) as follows:
 - a. Current staff member will be converted to Program Manager
 - b. First new staff member within 2 weeks of execution of Agreement
 - c. Second new staff member within 5 weeks of execution of Agreement
 - d. Third new staff member within 7 weeks of execution of Agreement
 2. STEAM Sessions offered on-site 3 days a week.
 3. STEAM Staff will offer up to 3 hours of programming on session days:
 - a. (60 - 90 minutes) - Dedicated STEAM Activity for a specified student audience (e.g. new or returning students)
 - b. (60 - 90 minutes) - STEAM Activity Station for any student to join
 4. Sessions capped at 20 students
 - a. HOTE intends to offer two Student Tracks: Track A (New Students), Track B (Returning) for dedicated steam activity sessions
 - b. HOTE may adjust tracks in order to maximize efficiency of classroom pace with respect to the attendance and/or integration of 6th, 7th, & 8th grade students in one classroom.
2. Provide **Customized Curriculum** schedule & activities to support After-School Program
- After-School Program level curriculum based on incoming student skillset, age-groups, and returning students;
 - Re-evaluate curriculum needs and activities on a 4-6 week basis in order to best merge with OMI goals and student needs.
3. Deliver **STEAM Curriculum** based on student skill sets within the following topics:
- Technology Adventure Themes include: Artificial Intelligence, Cryptography, Earth & Life Science Adventure, Tech Entrepreneurship, Robot Coder & Builder, Virtual Reality Experience, YouTuber (Videography), Game-gineers: Play, Build, & Code Video Games, BioTechnology, Nanoengineering, Careers in STEAM
 - Technology Core: (1) Computer Science & (2) Electrical Engineering
 - Instructional staff to flex outside of STEAM classes to also cover field games, arts/crafts. STEAM services will be provided as consistent with the Grant Program for at least 70% of Provider's time on campus (this includes preparations + service + cleanup). The other 30% of time can be used to monitor outdoor activities or field games. Provider will only do arts and crafts that are part of its Program.
4. Provide **Classroom Supply Sets** for Technology Adventure Materials
- Consumable Supplies for all students participating.
 - Allocation of HOTE Supplies for Classroom usage.

B. 2025-2026:

1. Instructional Staff (3 staff members and 1 onsite program manager) with the following specifications:

- STEAM Sessions offered on-site 3 days a week during the 2024-2025 and 2025-2026 OMI Academic Years
 1. STEAM Staff will offer up to 3 hours of programming on session days:
 - a. (60 - 90 minutes) - Dedicated STEAM Activity for a specified student audience (e.g. new or returning students)
 - b. (60 - 90 minutes) - STEAM Activity Station for any student to join



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2. Sessions capped at 20 students
 - a. HOTE intends to offer two Student Tracks: Track A (New Students), Track B (Returning) for dedicated steam activity sessions
 - b. HOTE may adjust tracks in order to maximize efficiency of classroom pace with respect to the attendance and/or integration of 6th, 7th, & 8th grade students in one classroom.
 3. STEAM Sessions will consist of a total of a total of three program days per week up to 60% of Grant funded program days.
 2. Provide **Customized Curriculum** schedule & activities to support After-School Program
 - After-School Program level curriculum based on incoming student skillset, age-groups, and returning students;
 - Re-evaluate curriculum needs and activities on a 4-6 week basis in order to best merge with OMI goals and student needs.
 3. Deliver **STEAM Curriculum** based on student skill sets within the following topics:
 - Technology Adventure Themes include: Artificial Intelligence, Cryptography, Earth & Life Science Adventure, Tech Entrepreneurship, Robot Coder & Builder, Virtual Reality Experience, YouTuber (Videography), Game-gineers: Play, Build, & Code Video Games, BioTechnology, Nanoengineering, Careers in STEAM
 - Technology Core: (1) Computer Science & (2) Electrical Engineering
 - Staff to provide miscellaneous activities as outlined in the Program Plan including homework help, academic tutoring, and outside activities. Program will be predominantly STEAM based activities and applications.
 4. Provide **Classroom Supply Sets** for Technology Adventure Materials
 - Consumable Supplies for all students participating.
 - Allocation of HOTE Supplies for Classroom usage.
 5. Provider will provide marketing support in terms of digital flyer(s), parent communication email, and back to school night per semester.
 6. Provider will provide modified program Services on modified school days (e.g. teacher professional development, finals, etc.) that shall count toward the total Grant program days/hours served by the provider. Modified Days must be communicated to provider no less than 6 weeks before the event takes place.
 7. After school program must be offered each day until 6:00 p.m. regardless of when school is out of session for the day.
 8. Take responsibility for safety and well-being of all cadets only while under Provider's supervision during Provider's 3 days and document and communicate to parents and the School's management any safety or disciplinary incidents that arise. School still has gate security responsibility.
 9. Oversee proper attendance check in and check out procedures for Provider's students coming into its program activities for the days Provider is on campus. School staff must assist for days Provider is not on campus and maintain contact there. Provider not expected to maintain check out for days it is not on campus or cadets it is not actively working with (e.g. sports teams)
 10. Onsite manager will remain onsite and responsible for all cadets under Provider's supervision for the 3 designated days until 6:30 pm. Provider's Program manager will stay no longer than 6:30pm on any given school day. HOTE has not responsibility after 6:30 pm.
- C. Consult with the School to determine age- and skill-appropriate STEAM Education activities.
4. School's OBLIGATIONS. School will participate and cooperate as follows:
- A. Consult with the Provider to determine age-appropriate activities.
 - B. Payment of activity within agreed upon payment schedule as set forth in Section 7 below.



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- C. For the 2025-2026 academic schoolyear:
1. Run after-school program on other 2 days in which they run other program aspects (e.g. sports) on their program days.
 2. Purchase food for at least \$2,000 per semester for the students in Provider's Program. Leftover lunch cannot be used as a replacement for these funds or as food for Program attendees.
 3. Outline allocated Grant funds and provide semester report on use of funds within 4 weeks of semester close.
 4. Administer site security and gate on all days.
 5. Grant reporting and administration with full cooperation and financial information from Provider
 6. School will provide 2025-2026 school calendar and be scheduled by approximately June 15, 2025.

5. MUTUAL OBLIGATIONS. Both Provider and School agree that:

- A. They will promptly inform the other party of any issues and problems that may arise during the development and implementation of Services.
- B. They will grant permission to the other party to share information regarding the Services provided with other school youth organizations, potential clients, and other organizations.
- C. Mutually work together in good faith to comply with audit requirements for Grant funding with the California Department of Education and to apply for Grant funding for the 2025-2026 academic school year.
- D. Commence program on 1st day of school in August and end on the last day of school in May and run every day [for the assigned 3 days] school is open until 6:00pm. The Program days will be mutually agreed upon so that the Program is 3 days/week and operates for 60% of all allocated Grant Program hours.

6. PAYMENT SCHEDULE

- A. For 2024-2025, Provider has been paid \$14,000 to date as of January 2025 payment. Subsequent payments will in 3 equal payments of \$28,361.66 [Feb 15, March 30, May 15, 2025]
- B. For 2025-2026, payments from School to Provider will be made in five installments quarterly of \$22,000 [July 15, September 15, December 15, February 15 and May 15]
- C. The Agreement will remain at the proportional rate for 60% of program day for Services, as outlined above, provided that the Grant funding does not material change. If Grant funding materially changes for 2025-2026 in an amount more than 10% of the current funding of \$161,550.12, the parties agree that the change in grant funding will be proportionally increased or reduced to reflect the change in Grant funding.
- D. Payments must be made to Hands-On Technology Education, LLC.
- E. Payments can be made by any of the following methods to the PROVIDER:
 - a. ACH deposit
 - b. Check

7. CONFIDENTIAL INFORMATION.

- A. Provider has developed through substantial effort, research, time, and expense certain inventions, design concepts, methodologies, technical know-how, copyrightable material and trade secrets directed and related to steam educational materials, curriculum, instructional tools, online scheduling and processes as intellectual property ("Information");
- B. Provider desires to disclose the Information on a confidential basis to School in association with the Services, and School agrees to maintain confidentiality of the information and the protection of Provider's intellectual property rights.
- C. School agrees to refrain from copying, disclosing, using, selling, or offering for sale any and all of said Information, other than at the request of Provider. School agrees to keep confidential and refrain from



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disclosing any and all Information, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use of any and all of Information to third-parties except as may be necessary to provide for support of the Grant and/or to the local or state governing bodies.

- D. This is not an offer for sale or license. No right or license is granted by Provider to School in connection with the technical Information disclosed under this Agreement. All documents or materials constituting the Information and all reproductions thereof shall at all times remain the sole property of Provider and shall promptly be returned by School upon request.

8. NON-DISPARAGEMENT. 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 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.

The Parties agree that, by entering into this Agreement, the Parties do not waive any rights or remedies they may have for any breach of the terms of this Agreement.

9. MUTUAL RELEASE OF PAST CLAIMS. Except for the obligations and rights conferred by this Agreement, the Parties, on behalf of themselves and their predecessors, successors, assignors, and agents, hereby irrevocably and unconditionally release and forever discharge the other Party, and each of their respective predecessors, successors, spouses, agents, servants, employees, employers, officers, partners, principals, owners, stockholders, directors, representatives, insurers, all attorneys, experts, affiliates, joint venturers, franchisors and/or franchisees, assigns, and any and all of their associated, affiliated or related persons or entities, of any type or nature whatsoever, (collectively the "Releasees") of and from any and all claims, demands, complaints, causes of actions, obligations, liens, damages, losses, costs, attorney's fees and expenses of every kind and nature, at law or in equity, direct or derivative, known or unknown, vested or contingent, sounding in tort, contract, statutory or mixed, which the Parties ever had, may now have or may hereafter have which have accrued prior to the execution of this Agreement against the other Party or any of the Releasees by reason of any act or omission, matter, cause, or thing arising out of or connected with the Parties relationship prior to this Agreement.

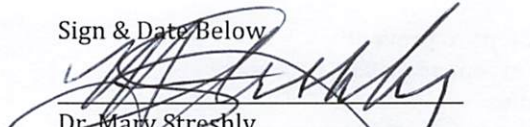
11. MISCELLANEOUS

- A. Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Any dispute involving the terms or conditions of this Agreement shall be brought in the Superior Court, County of Alameda. Each of the parties hereby submits to the personal jurisdiction of said court.
- B. Modification. This Agreement may be modified only by a contract, in writing, and executed by both Parties to this Agreement. The Parties agree that this Agreement shall supersede all prior agreements and shall not be modified by either party except in writing and by agreement between both parties.
- C. Severability. Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability, unless such provision or the application of such provision is essential to this Agreement.
- D. No Waiver. Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.



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Sign & Date Below



Dr. Mary Streshly
Oakland Military Institute (OMI)
2/12/2025

Date

DocuSigned by:



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Dr. Korey Sewell, CEO
Hands-On Technology Education
2/13/2025

Date