

AGREEMENT

Inspire-Tech
2017

This agreement made and entered into this 15 day of September, 2017, by and between the Washington Unified School District, hereinafter referred to as WUSD, and Parto Aram from Inspire-Tech, hereinafter referred to as CONSULTANT.

1. RECITALS:

- A. WUSD desires to obtain certain after school services for ASES sites, Elkhorn Village, Westfield, Stonegate, Riverbank and Westmore Oaks Schools.
- B. CONSULTANT represents that he/she is specially trained, experienced and competent to perform or supervise special services, as enumerated in Item 2A below. The CONSULTANT must ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide according to the policies of the school district. (*Education Code 8483.4*)
- C. CONSULTANT acknowledges that WUSD executes this agreement in reliance on CONSULTANT'S hereinabove recited representations, and that WUSD would not execute this agreement if CONSULTANT did not so represent.

2. AGREEMENTS:

WUSD, in consideration of CONSULTANT'S promises contained in hereinafter recited agreements, and CONSULTANT, in consideration of WUSD'S promises contained hereinafter recited agreements, AGREE:

- D. A. CONSULTANT shall provide the following services to WUSD for Elkhorn Village, Westfield, Stonegate, Riverbank and Westmore Oaks Schools:

The Inspire Girls program is a great opportunity for girls to learn about electronics, robotics, programming and opportunities for women in technology. The curriculum is designed with girls learning style in mind (based on research on why there are so few girls in STEM). The girls only space, role modeling, and mentorship will help the girls to become interested in STEM, learn new skills and become confident in their abilities.

ROBOTICS

Learn about robotics and programming: program a robot to use its many sensors to run through challenges.

Electronics

Learn about electronics: blend creativity with basic electronic components to create an illuminated card.

LITTLEBITS

Learn about circuits, the basic block of all technology from cell phone to the space shuttle: use super friendly electronics bits to make circuits and various gadgets with sensors and motors. LittleBits are great for experimenting, exploring and creating smart gadgets.

WOMEN AND TECHNOLOGY PRESENTATION AND DISCUSSION
Discussion on Women in Science and Technology, role modeling and
mentorship.

B. WUSD shall provide the following:

1. Provide classroom space and general operational supplies for services. This space will include access to needed school facilities.
2. Work collaboratively with CONSULTANT to identify and meet student needs served in the program.
3. Maintain common confidentiality guidelines to share information between WUSD and CONSULTANT to the extent permitted by the California Education Code and the Welfare and Institutions Code governing client confidentiality.

C. FINGERPRINT CERTIFICATION

CONSULTANT agrees to comply with all provisions of Education Code section 45125.1. It will conduct criminal background checks of all employees assigned to the WUSD project, and will certify that no employees who have been convicted of serious or violent felonies, as specified in sections 667.5 and 1192.7 of the Penal Code, will have contact with pupils pursuant to this Agreement. CONSULTANT will provide the WUSD with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this contractual obligation prior to the start of the program may, at the WUSD's sole discretion, be deemed to constitute termination of this Agreement.

D. ASSIGNMENT/SUBCONTRACTING:

CONSULTANT may not assign or subcontract his/her responsibility hereunder, it hereby being expressly acknowledged by parties that CONSULTANT'S expertise is unique.

E. RELATIONSHIP OF PARTIES:

It is specifically understood and agreed that CONSULTANT is an independent contractor and not subject to the direction and control of WUSD except as a final result. CONSULTANT shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. CONSULTANT agrees to indemnify and hold WUSD harmless from any liability which may be incurred to the Federal or State Governments as a result of this contract.

F. LIABILITY:

CONSULTANT shall indemnify, hold harmless and defend the WUSD, its officers, agents and employees from and against any and all claims, demands, actions, liabilities or law suits which may arise or be asserted or incurred, based, in whole or in part, upon the acts or omissions of CONSULTANT or CONSULTANT'S officers, agents or employees.

CONSULTANT will obtain, provide, pay for and be solely responsible for workers' compensation, business liability, public liability, comprehensive insurance and requisite federal, state and local income taxes, employee benefit contributions, including but not limited to, FICA, SDI, workers' compensation, and unemployment insurance for CONSULTANT and CONSULTANT's employees, agents, and all other persons or entities providing services for or on behalf of Consultant, if any. WUSD and CONSULTANT understand and agree that WUSD has neither responsibility for nor the right to control CONSULTANT with respect to any of the foregoing described obligations. The CONSULTANT must also provide a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence.

G. INDEMNIFICATION:

1. Insofar as permitted by law, WUSD shall assume the defense and hold harmless CONSULTANT and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of WUSD, its officers, agents or employees.
2. Insofar as permitted by law, CONSULTANT shall assume the defense and hold harmless WUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CONSULTANT, its officers, agents or employees.
3. It is the intent of the WUSD and CONSULTANT that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
4. WUSD and CONSULTANT agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. WUSD and CONSULTANT further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

H. PERFORMANCE:

CONSULTANT shall devote such time and effort as may be necessary for satisfactory performance of CONSULTANT'S obligations hereunder. CONSULTANT shall perform all services required hereunder in a good and workmanlike manner and shall conform to the standards of quality, practice and competence normally displayed by a person in CONSULTANT'S business or profession in this area.

I. PAYMENT:

There will be no cost to WUSD for these services.

CONSULTANT shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes, required retirement contributions, and Social Security.

J. AMENDMENTS:

EXCEPT as provided herein, the body of this agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no addition to, or alterations of the terms of this agreement, whether by written or verbal understanding of the parties their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which if formally approved and executed by parties or their successors in office or interest.

K. NOTICE:

Any notice required to be given by the terms of this agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows

To WUSD: Assistant Superintendent, Business Services
Washington Unified School District
930 West Acre Road
West Sacramento, CA 95691

To CONSULTANT: Parto Aram

334 Mills Drive
Davis, CA. 95616
530-219-0088

L. TERM

This agreement shall commence on September 15, 2017, and terminated on June 1, 2017 unless sooner cancelled by either party upon thirty (30) days written notice to the other of such intent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

WASHINGTON UNIFIED SCHOOL DISTRICT:

Washington Unified School District
930 Westacre Road
West Sacramento, CA 95691

CONSULTANT:

Parto Aram
334 Mills Drive,
Davis, Ca 95616

BY: _____
Manager Signature

Printed Name and Title

Date: _____

BY: _____
Signature

Scott Lantsberger
Assistant Superintendent, Business Services

Social Security or Tax ID Number

BY: _____
Signature

Printed Name and Title

Date: _____