

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made on July 31, 2017 (the "Effective Date"), between After School Unlimited, Inc., a California corporation with a principal place of business at 2700 Adams Avenue, Suite 208, San Diego, California 92116 ("ASU" or "Contractor"), and Calexico Unified School District with a principal place of business at 901 Andrade Ave, Calexico, CA 92231 ("Client"). Client and Contractor shall be referred to from time to time as the "Parties," and, individually, as a "Party."

1. Term of Contract. This Agreement will become effective on the Effective Date and will continue in effect until June 30, 2018 or until terminated as provided under Article 6.

2. Services to be Performed by Contractor.

2.1 Contractor will perform the following services (the "Services"). Contractor will determine the method, details, and means of performing the above-described services, consistent with state, federal and local laws or other regulatory requirements. The Services shall include:

2.1.1 Training and Professional Development

2.1.1.1 Contractor shall provide Client staff with Contractor's ASSET™ (After School Staff Essential Training), designed especially for the development of after school professionals. The ASSET series includes four training sessions: Establishing Professional Presence, Behavior Management Bag of Tricks, WWHAATT™, and Cooperative Communication Play Games™. Contractor shall provide five complete ASSET Series.

2.1.1.2 Contractor shall provide Client Staff with the ASSET Leadership Academy™. The ASSET Leadership Academy series includes the following topics: rehabilitating a school site, productive prep-meetings, and the techniques of delivering feedback to staff.

2.1.1.3 Contractor shall provide ASSET On-Site Coaching and Development. Contractor shall observe after school program and deliver a tailored coaching session to after school staff.

2.1.1.4 Contractor shall provide Client Staff with an ASSET Refresher™ Event, reviewing ASSET™ fundamentals.

2.1.1.5 Contractor shall provide Client Staff with ASSET™ Individual Site Support. Each site will receive 2 sessions during the school year.

2.1.1.6 The Parties will enter a signed contract prior to any training. No training will be scheduled or delivered without a signed contract.

2.1.1.7 The Parties will agree on the maximum number of individual participants to be allowed at any training session. Client agrees not to exceed that number of participants.

2.1.2 Consulting

2.1.2.1 Contractor shall observe Client programs and provide feedback, coaching, and report findings to Client.

2.1.2.2 Contractor shall, at the discretion of Client, design and facilitate small coaching sessions with identified staff.

2.1.3 Curriculum

2.1.3.1 Contractor shall provide curricula to Client's ASSET Consortium and ASSET Leadership Academy participants.

2.1.3.2 Contractor shall provide curricula that supports and reinforces California State Standards that may be implemented by non-certificated staff.

2.2 Status of Contractor. Contractor is engaged in an independent contractor relationship with Client in performing all work, duties and obligations hereunder. Client shall not exercise any control or direction over the methods by which Contractor shall perform its work and functions. Client's sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory and legal manner. The Parties agree that no work, act, commission or omission of Contractor pursuant to this Agreement shall be construed to make Contractor the agent, employee, or servant of Client. Contractor is not entitled to receive from Client vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

2.3 Payment of Income Taxes. Contractor shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to Contractor.

2.4 Compliance with Laws/Rules. Contractor will perform all services under this agreement in good faith and in the best interests of Client. In performing the services specified in this Agreement, Contractor agrees to comply with all federal and state laws applicable to the services to be performed. Contractor shall comply with all of Client's written policies and administrative procedures, but only to the extent that such written policies and procedures are provided to Contractor prior to the commencement of any applicable Contractor Service.

3. Compensation.

3.1 Compensation. Client shall pay to Contractor a total amount not to exceed \$161,500 for the Services. Contractor will submit monthly invoice to Client. Any undisputed invoices will be paid within thirty days of receipt to Contractor's then-current address.

3.2 Additional Services. Any additional services not specified in this Agreement must be pre-approved in writing by the Parties. Fees for such additional services must be established prior to the service being provided.

4. Obligations of Contractor.

4.1 Non-Exclusive Relationship. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in its sole discretion, sees fit.

4.2 Tools, Materials, and Equipment. Contractor will supply all tools, materials, and equipment required to perform the services under this Agreement.

4.3 Contractor's Qualifications. Contractor represents that it or its agents or employees have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of Client. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.

4.4 Insurance. Contractor is responsible for maintaining its own Workers' Compensation coverage and General and Professional Liability insurance as may be reasonably necessary for Contractor's field of business.

4.5 No Commitments on Behalf of Client. Contractor shall make no commitments whatsoever (whether financial or otherwise) on behalf of Client.

5. Obligations of Client.

5.1 General. Client agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

5.2 Indemnity. Client agrees to indemnify, defend, and hold Contractor free and harmless from all claims, demand, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and costs, that Contractor may incur as a result of a breach by Client of any representation or agreement contained in this Agreement, or

as a result of any claim of any loss or injury by any participant in a training or consulting event under this Agreement.

5.3 Client Facility Use. Client shall make appropriate facility space that is conducive to learning, available at no cost, for use by Contractor for training and professional development of Client staff. The space shall, at all times, be clean, properly ventilated, have minimal outside sound, and in compliance with OSHA temperature requirements. The space shall be of sufficient size to reasonably accommodate the desired number of training participants with seats for all participants. The seats shall be classroom style (facing the trainer.) Appropriate audio/visual equipment shall be made available by the Client, who shall also provide an individual with reasonable knowledge of how the audio/visual equipment works.

5.4 Ongoing Communication Regarding ASSET. During and after termination of this Agreement for any reason, in the event any third party contacts Client or any agent or employee of Client regarding the ASSET programs or any Services provided by Contractor in performance of this Agreement, Client agrees to provide Contractor's name and contact information to the inquiring party.

6. Termination of Agreement. Either Party may terminate this Agreement without cause upon thirty days' prior written notice. However, if Client cancels a training or terminates this Agreement less than thirty days prior to the contracted delivery date, Client shall pay 50% of the training charge. If Client cancels a training or terminates this Agreement less than seven days prior to the contracted delivery date, Client shall pay 75% of the training charge. If Client cancels a training or terminates this Agreement less than three days prior to the contracted delivery date, Client shall pay 100% of the training charge.

7. Proprietary Rights.

7.1 Maintaining Confidential Information. Each Party agrees at all times, both during and after the termination of this Agreement for any reason whatsoever (whether with or without cause), to hold in the strictest confidence, and not to use, to publish, or to disclose to any person, firm, or corporation without prior written authorization of the other Party, any past, present, or future information which would, in common practice, be considered confidential information (including the terms of this Agreement) relating to the business, products, practices, and techniques of the other Party (collectively, "Confidential Information"). Information shall for purposes of this Agreement be considered to be Confidential Information if not known by the trade generally. The terms of this Agreement, including any amendments, addenda, and exhibits hereof, shall be considered Contractor's Confidential Information.

7.2 Inventions and Original Works of Authorship. Client hereby agrees that Contractor owns all right, title, and interest in any and all trademarks, service marks, and inventions (whether or not patentable and whether or not reduced to practice), and all copyrighted or copyrightable works related to the Services (the "Works"). This shall be understood to apply to all components of Contractor's training and curriculum. This Agreement shall not be interpreted to transfer to Client any rights other than a limited, non-exclusive, non-

transferable, fully paid up license to use the Works during the provision of Services. This license does not include the right to train other agents or employees of Client, or any other persons, using any or all parts of the Works. Contractor shall retain the sole and exclusive right to provide such trainings during and after the term of this Agreement. Client shall make no claim of ownership or creation, orally or in writing, related to any part of the Works. Client shall not, during or after the term of this Agreement, copy, scan, photograph, record, or otherwise reproduce any part of the Works without the prior written authorization of Contractor, which may be withheld for any reason or for no reason at all. Client shall not, during or after the term of this Agreement, reinvent or reverse engineer any part of the Works. Client shall not, during or after the term of this Agreement, reproduce or share any part of the Works with any outside agency or third party for the purpose of implementation or any other purpose, without the prior written authorization of Contractor, which may be withheld for any reason or for no reason at all.

7.3 No Unauthorized Recording or Sharing. Client shall not, without the prior written authorization of Contractor, which may be withheld for any reason or for no reason at all, photograph, film, or otherwise record, on audio or video, the trainer or any training or consulting session, in whole or in part. Client shall not, without the prior written authorization of Contractor, which may be withheld for any reason or for no reason at all, share on any social media or online platform any training or consulting session, in whole or in part.

8. Contractor Rights.

8.1 Feedback. Contractor shall have the right to collect feedback on any training or consulting sessions and to publish such feedback, in whole or in part, online or in print. Contractor is not obligated to share with Client any feedback received by Contractor.

8.2 Attendance Data. Contractor shall have the right to collect training participant attendance data. Contractor is not obligated to share with Client such data, but will make reasonable efforts to do so as a courtesy to Client.

8.2 Recording. Contractor shall have the right to record, on video, audio, and in still photographs, any training events, including the images and voices of any participants thereof. Client shall be responsible for obtaining any necessary waivers from any training participants. Contractor may publish or reproduce, in whole or in part, these recordings, for research, communication, and marketing purposes.

9. Warranty Disclaimer and Limitation of Liabilities.

9.1 CONTRACTOR PROVIDES THE SERVICES “AS IS” AND DOES NOT WARRANT THEIR EFFECTIVENESS, USEFULNESS OR RELIABILITY. CONTRACTOR MAKES NO WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL CONTRACTOR OR ITS AGENTS OR AFFILIATES BE LIABLE TO CLIENT OR OTHER THIRD PARTIES FOR ANY

CONSEQUENTIAL, INDIRECT, SPECIAL, MULTIPLE OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ELSEWHERE, IN NO EVENT WHATSOEVER SHALL THE CUMULATIVE LIABILITY OF CONTRACTOR AND ITS AFFILIATES OR AGENTS HEREUNDER EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CLIENT TO CONTRACTOR HEREUNDER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THIS AGREEMENT ARE INDEPENDENT OF ANY OTHER REMEDY SET FORTH IN THIS AGREEMENT AND ARE INTENDED TO APPLY WHETHER OR NOT ANY OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THIS AGREEMENT ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT THE FEES AND/OR OTHER CONSIDERATIONS PAYABLE HEREUNDER WOULD BE SUBSTANTIALLY DIFFERENT IN THE ABSENCE OF THE FOREGOING.

10. General Provisions.

10.1 Survival and Termination. The provisions of Sections 3, 5.2, 5.4, 6, 7, 8, 9, and 10, and any subsections thereof (the "Surviving Sections") hereof shall survive the termination or expiration of this Agreement, irrespective of the reason therefor.

10.2 Successors. The provisions of this Agreement shall inure to the benefit of, and be binding upon, each Party's successors and assigns.

10.3 Severability. If any provision in this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid or unenforceable for any reason, such provision, to the extent that it is unenforceable, shall be interpreted to extend only over the maximum period of time or geographic area, and only to the maximum extent in all other respects, as to which it is valid and enforceable, in order to effectuate the Parties' intent to the greatest extent possible. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.4 Waiver. No covenant, term or condition of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing, signed by the Party against whom enforcement is sought, and any waiver shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

10.5 Notices. Any notices required to be given under this Agreement by either Party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or via e-mail.

10.6 Entire Agreement of the Parties. This Agreement contains the entire understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

10.7 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

10.8 Alternative Dispute Resolution. Venue and jurisdiction for any action pertaining to this agreement or any disagreement or claim between the Parties hereto shall be in San Diego County, State of California or in the United States District Court in and for the Southern District of California, except where the laws of your state expressly require the application of its laws. Despite any law or equitable doctrine or authority to the contrary, any Claim must be brought within one (1) year from the date the person or entity asserting the Claim first knew, or through the exercise of reasonable diligence should have known, that the Claim existed. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by the domestic law of the State of California without the application of conflict of law principles. Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled in the following order of preference: (1) By good faith negotiation between representatives of the Parties who have authority to fully and finally resolve the dispute; (2) If necessary, by non-binding mediation at a location acceptable to both Parties in San Diego County, California using a neutral mediator. In any mediation, the Parties shall equally share the cost of the mediator and otherwise bear their own respective costs; or (3) As a last resort only, by binding arbitration in San Diego County, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by the American Arbitration Association; (b) each Party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the Arbitrator's rules and regulations) of the proceeding has been given to such Party. The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative

damages to either Party and shall not have the power to amend this Agreement. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the Effective Date.

Audra White, President and CEO
After School Unlimited, Inc.
2700 Adams Avenue, Suite 208
San Diego, Ca. 92116

Maria J. Ambriz, Superintendent
Calexico Unified School District
901 Andrade Avenue
Calexico Ca. 92231

Proposed Month	Training Event	Suggested Audience	Location
August	ASSET Leadership Academy	Coordinators and Lead Staff Expanded Learning Coordinator	District Office
August	ASSET Refresher	All Staff	TBD
August	ASSET Part 1 Training	New Hires	TBD
August	ASSET Part 2 Training	New Hires	TBD
October	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Cesar Chavez Elementary
October	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Rockwood Elementary
October	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	William Moreno Junior High School
October	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Enrique Camarena Junior High School
October	ASSET Leadership Academy	Site Leads Coordinators Expanded Learning Coordinator	District Office

November	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Dool Elementary School
November	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Blanche Charles Elementary
November	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Maines Elementary School
November	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Jefferson Elementary
November	ASSET Part 1	New Hires	TBD
November	ASSET Part 2	New Hires	TBD
December	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Kennedy Gardens
December	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Cesar Chavez Elementary

December	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	Rockwood Elementary
January	ASSET Part 1	New Hires	TBD
January	ASSET Part 2	New Hires	TBD
January	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	*TBD New Premiere Site
January	ASSET On-Site Observation and Coaching, with After Hour Feedback Session.	All Staff Coordinators Principals Expanded Learning Coordinator	*TBD New Premiere Site
January	ASSET Leadership Academy	Site Leads Coordinators Expanded Learning Coordinator	District Office
April	ASSET Part 1	New Hires	TBD
April	ASSET Part 2	New Hires	TBD
April	ASSET Leadership Academy	Site Leads Coordinators Expanded Learning Coordinator	District Office
June	ASSET Summer	Summer Staff	TBD
June	ASSET Summer	Summer Staff	TBD
2017-18 School Year	ASSET 2017-2018 Binder with online support	All Staff	TBD
October November January February	ASSET Leadership Academy in San	Site Leads Coordinators All Staff Principal	TBD

	Diego with Administrators.	Expanded Learning Coordinator	
October November	Individual Site: Skill Check and Support Training Event	Site Leads Coordinators All Staff Principal Expanded Learning Coordinator	District Office
March April	Individual Site: Skill Check and Support Training Event	Site Leads Coordinators All Staff Principal Expanded Learning Coordinator	District Office