



ASSETS AFTER SCHOOL PROGRAM AGREEMENT - WAHS

This After School Program Agreement (the "Agreement") is made and entered between GOOD SPORTS PLUS LTD., a California corporation doing business as **arc**, hereafter referred to as "Company", and The Accelerated Schools located at 4000 S. Main Street, Los Angeles, CA 90011 (services to be provided to **Wallis Annenberg HS**) hereafter referred to as "School". In consideration of the covenants and conditions hereinafter set forth, Company and School agree as follows:

1. Services: Company will provide before and after school program ("Services") pursuant to the schedule attached as **Exhibit "A"**, which is incorporated by this reference. Company will determine the scope and nature of the Services based on consultation with the School and the Company's current operating procedures. Except where specifically noted, terms outlined in Exhibit "A" will take precedence in all instances.

2. Term. This Agreement shall commence on July 1, 2022 and will continue each school year through June 2027.

3. Time Obligations and Fees: School agrees to use the services of Company. Company will run a program Monday through Friday every day school is in session until 6 pm and provide enough staff to staff to ensure a 20:1 staff to student ratio.

4. Property Ownership. Any supplies and equipment purchased with funds remain the property of the School.

5. Defaults. If a party breaches any provision of this Agreement, upon seven (7) days notice from the non-breaching party, the party in breach must cure the breach or commence a cure if the cure would take more than seven (7) days. After the end of the cure period with a cure by the party in breach, the non-breaching party may at its option terminate this Agreement and seek damages through the arbitration provision contained herein.

6. Insurance. Each party will carry its own liability insurance. All instructors working for the company will be covered under Company's Workers' compensation policy.

7. Solicitation of Instructor. The School acknowledges that the Company has incurred great expense in hiring, training and placing the Company's staff. Furthermore, the School understands and agrees that the replacement of any of the Company's staff is difficult, time consuming and adversely affects the operations of the Company. Therefore, during the Term, for one year thereafter and as long as a staff member of the Company is employed by the Company, School shall not solicit, engage or hire any staff of the Company without written consent by Company. In the event the School hires a member of the Company's staff with written consent, the School shall pay the Company an amount of \$25,000. Under the circumstances, the School agrees that the foregoing is fair and reasonable.

8. Miscellaneous Provisions.



(a) Any dispute or claim arising under or respect to this Agreement will be resolved by arbitration in Los Angeles, California in accordance with the rules of the American Arbitration Association before one (1) mutually agreed upon arbitrator. The decision or award of the arbitrators shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. A party shall have all discovery rights set forth in the California Code of Civil Procedure. By agreeing to this arbitration procedure, the parties knowingly waive their rights to appeal and a trial by jury.

BL

Initials of Company

SD

Initials of School

(b) Attorneys' Fees and Costs. In any action, judicial reference or arbitration proceeding between the parties for the interpretation, reformation, enforcement or rescission of this Agreement or the enforcement of any judgment or award previously obtained with respect to this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and court and other costs incurred. The parties specifically agree that if a party incurs expenses in any bankruptcy proceeding in which the other party is a debtor, and in order to enforce its right, then the non-bankrupt party shall be entitled to its costs and attorney's fees expended in the bankruptcy proceedings.

(c) Capacity to Sign. All parties covenant that they possess all necessary capacity and authority to sign and enter this Agreement. All individuals signing this Agreement for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

(d) Captions. The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this Agreement or of any particular article or section.

(e) Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not for or against any party by reason of such party or its legal counsel having prepared this Agreement or any of its provisions.

(f) Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one original agreement.

(g) Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein, in the exhibits hereto, if any, and the documents referred to herein or implementing the provisions hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations,



negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

(h) Governing Law, Exclusive Jurisdiction. This Agreement is being delivered in the State of California and shall be construed and enforced in accordance with the laws of the State of California. Each party consents to the exclusive jurisdiction and venue in any state or federal court located within Los Angeles County, State of California, for any action brought or maintained hereunder.

(i) Modification. No modification, waiver or discharge of this Agreement will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.

(j) No Waiver. A party's failure to insist on the strict performance of any covenant or duty required by the Agreement, or pursue any remedy under the Agreement, shall not constitute a waiver of the breach or the remedy.

(k) Number and Gender. Where the context in which words are used in this Agreement indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.

(l) Severability. In the event that any provision of this Agreement shall be held to the invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(m) Successors and Assigns. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties signatory hereto, and their successors and assignees.

(n) Exhibits. All exhibits that are attached to this Agreement are made a part hereof.

(o) Confidentiality. Each party agrees that the terms and provisions of this Agreement (including, without limitation, all oral and written negotiations leading to this Agreement) are confidential and will not be released, without the approval of the other party(ies), to any other persons except a lender(s) of any party and legal counsel, accountants and other consultants of any party. Each party shall be responsible for its employees maintaining the confidentiality required by this paragraph.

(p) Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, (ii) upon telecopier transmittal, provided the party transmitting the written communication receives written confirmation of receipt of the transmission from its own telecopier and send a copy of such transmittal record on the same day of the transmission by United States first class mail, postage prepaid, addressed as herein below



provided, or (iii) as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company, to: GOOD SPORTS PLUS LTD dba arc
370 Amapola Ave, Ste 208
Torrance, CA 90501
Attention: Brad Lupien
Telephone: 310-671-4400

If to School, to: The Accelerated Schools
4000 S. Main Street
Los Angeles, CA 90011
Attention: Stephen Dickinson
(323) 235-6343
sdickinson@accelerated.org

or to such other address as any party will designate to the others for such purpose in the manner set forth above.

FEES

100% of grant (ASSETS- \$254,500). If grant award increases or decreases in any year, the total fees and target attendance will be adjusted accordingly, one (1) year term, subject to terms of the Agreement, each year consisting of the period of July 1- June 30.

For additional school years, agreed upon fee for services will be 100% of the total grant award and is a fee based upon 'intent to award' letters. The fee is subject to adjustment upon receipt and notice of final award notices, as set forth by California Department of Education.



The parties agree to the foregoing as of
July 2, 2022 in Los Angeles, California.

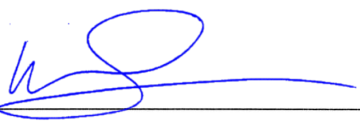
Company:

GOOD SPORTS PLUS LTD,
a California corporation

School:

The Wallis Annenberg High School
4000 S. Main Street
Los Angeles, CA 90037

By: Brad Lupien
its CEO & President

Signature: 
Date: 8/8/2022

By: Stephen Dickinson
its Chief Business Officer

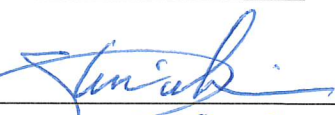
Signature: 
Date: 8-8-22



Exhibit "A" to After School Safety and Enrichment for Teens (ASSETs) Program Agreement
for
THE ACCELERATED SCHOOLS

COMPANY MUST PROVIDE the
WALLIS ANNENBERG HIGH SCHOOL (WAHS),
4000 S. MAIN STREET, LOS ANGELES CA 90037 with the following

- a Site Coordinator who provides management of the day-to-day operation of the program and coordinates/supervises program staff that maintain a pupil-to-staff member ratio of no more than 20:1 as per grant guidelines.
- Implementation of after school program (**Minimum of 15 hours per week**) that offers a wide variety of activities that include an **academic enrichment** element (homework assistance, mathematics, reading, English, science, etc.), use of **technology, physical activities, educational enrichment** activities that combine fun with **youth development and academics** (music, art, theatre, dance, etc.).
- Leading the efforts of all stakeholders partnering in the before and after school program (school administration, staff, counselors, subcontracting community agencies, volunteers, parents), by providing a structure for regular communication between collaborative partners and ensuring that the roles of each are clearly defined and documented.
- Making information about the before and after school program available in a form and language that is easily understandable for all parents.
- Upkeep of audit box to include: all attendance, information on community relations/partnerships, program reports, expenses, hiring practices, professional development, survey data and inventory.
- Submitting reports to CDE via ASSIST with Company's assistance in providing access to ASSIST.

SCHOOL MUST PROVIDE COMPANY

- Hosting the program by providing access to dedicated and shared space, as well as other programming resources on the school campus including:
- Dedicated space for the program office (or desk) to be used before, during, and after the regular school day, with access to phone and computer communication lines;
- Shared classroom space for before and after school programming to be used before and after school;
- Access to learning resources and common space (examples include: computer lab, cafeteria, library, gymnasium, restrooms, etc.); and
- Access to janitorial and security support.



- providing snack or supper through food services
- Assisting arc staff with referral, recruitment and assignment of students to the before and/or after school program.
- Integrating the before and after school program as a key component of the overall school services for students and partnering in the development of community support to enhance and sustain the after school program into the long-term future.
- Assigning one administrator to be the liaison** between the regular school day and the after school program.