Vanden Corporation
P.O. Box 677, Murrieta, CA 92564 (P.951.304.0393; F. 951.304.0694)

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into by and between San Leandro School District ("Client") and Vanden Corporation ("Vanden"). Client and Vanden hereby agree as follows:

1. Vanden will implement a comprehensive safe schools training program (the "Training Program"). The training program will consist of:
    a. Cyberbullying and Bullying Awareness Assemblies (the "Assembly) will be implemented on each middle school campus of client. Up to three 45-50 minute assemblies can be implemented in one day on a campus. Each campus will host the assembly on separates dates. Assemblies will be facilitated during October/November of 2011. Assemblies at each school will be implemented on back-to-back dates to be determined by client and Vanden.

    b. Staff development workshops (the "Staff Workshop") will focus on strategies, concepts, and methods to address emerging youth trends impacting safe school climates and the healthy development of youth. Staff workshops will be facilitated for 2-4 hours. Staff workshops will be implemented at clients' facility for each middle school staff on separate dates. The Staff workshops will be facilitated in October/November of 2011.

    c. 2 hour Parent and Community Workshops (the "Parent Workshop") will be implemented at each middle school on separate dates during October/November 2011. Parent workshops will focus on current youth trends and critical issues impacting positive youth development. Each 2 hour parent workshop will be implemented on separate dates.

    d. PLUS Program Onsite Student and Staff Training (the "PLUS Onsite Training") at Client's facility during the 2011-2012 school year. The PLUS Onsite Training will not exceed 14 hours and must be implemented at each school site by June 30, 2012. The Training will include 6-8 hours of student and staff PLUS Program implementation training on day 1 and 6-8 hours of students and staff PLUS Program implementation training on day 2. The PLUS Onsite Training will take place at a facility designated by client. Each middle school will receive the PLUS Onsite Training.
        i. Vanden will implement two follow up Student and Staff training (the "Follow Up Training") at each middle school three months after initial two day training. Follow up training will take place at facility designated by client and on date agreed upon by client and Vanden. Follow up training will not exceed 6 hours and will be broken down into a 2 hour student training and 4 hour staff training.

2. As part of the Training Program, Vanden will supply Client with:
    a. (2) PLUS Program Implementation Kits, which includes:
        i. (2) Set of PLUS Program Development Curriculum
            1. Module 1 – PLUS Program Development

2. Module 2 – Establishing a Commitment to Actions, Identity, and Purpose
3. Module 3 – A Guide to Ongoing Actions
4. CD-Rom of PLUS Program Development Curriculum

ii. (2) Set of Developing the PLUS Team Member Curriculum
1. (1) Teacher Guide
2. (20) Student Workbooks (more workbooks can be ordered upon request at $14.95 per workbook.)

b. (2000) CyberBully Alert download cards or enough for all students who attend assemblies.

3. As consideration for the services to be provided by Vanden hereunder, Client shall pay Vanden a fee of $21, 500 (the "Fee"). The Fee shall be payable as follows:
   a. $5000.00 to implement two Cyberbullying and Bullying Awareness assemblies. Includes 2000 CyberBully Alert Download Cards
      i. $500.00 - Cost of travel for assembly implementation. Based on airfare, car, and lodging for two nights.
   b. $6000.00 to implement two staff development workshops and two parent workshops.
      i. $500.00 – Cost of travel to implement two parent workshops and the staff development workshop on the same travel date. Based on airfare, car, and lodging for two nights.
   c. $5500.00 to implement PLUS Onsite Training at each middle school.
      i. $500.00 – Cost of travel to implement two PLUS onsite trainings at each middle school. Based on airfare, car, and lodging for two nights
   d. $3000.00 for follow up trainings for both middle schools implemented on separate dates.
      i. $500.00 – Cost of travel to implement two PLUS follow up trainings at each middle school. Based on airfare, car, and lodging for two nights.

4. Vanden will issue an invoice for all payments as soon as practicable.

5. Vanden will pay for all the travel and lodging fees

6. Any amounts that are owed by Client hereunder which are not paid when due shall bear interest at a rate of 1.5% per month (or, if lesser, the maximum rate permissible under applicable law) as measured from the date such payment was due until the date on which client makes payment of the past due amount.

7. Neither party shall be liable to the other for any delays, damages, or failure to act caused by weather, fire, acts of God, acts of governmental authority, delays of commercial carriers, or any similar contingency beyond its control. If such an event prevents Vanden from conducting the Training on the Presentation Date, the parties will work together to schedule another date for the Training.

8. Client will designate a contact person with whom Vanden can work to coordinate the services to be provided hereunder. On the Training Date, Client will make available the following for Vanden's use in connection with the Training:
    a. Screen
    b. LCD projector
    c. Supplies which include: pencils, paper, markers, nametags, and (1) easel pad of paper if needed.

9. Vanden makes no representations or warranties, express or implied, regarding the Training, or any services provided hereunder. Neither party shall be liable to the other for any special, indirect, punitive or consequential damages. In no event shall Vanden be liable to Client for more than the amount paid to Vanden hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed as of dates set forth below.

VANDEN CORPORATION	CLIENT
Signed _____	Signed _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____