

**EIGHTH AMENDED AGREEMENT FOR LIMITED SERVICES
BETWEEN PUEBLO NUEVO EDUCATION AND DEVELOPMENT GROUP
AND CAMINO NUEVO CHARTER ACADEMY**

Effective Date: July 1, 2023

This Eighth Amended Agreement for Limited Services (“Agreement”) is entered into and effective July 1, 2023, by and between Camino Nuevo Charter Academy, a California nonprofit public benefit corporation (“CNCA”) and Pueblo Nuevo Education and Development Group, a California nonprofit public benefit corporation (“PN-EDG”), collectively the “Parties”, with respect to the following:

A. CNCA is organized for public and charitable purposes to operate one or more schools and to provide related comprehensive public education programs for students in kindergarten through twelfth grade in low-income, predominantly immigrant and multilingual areas.

B. In furtherance of its charitable purposes, CNCA has promoted, expanded and replicated the CNCA model by creating and opening new charter schools, supporting schools that provide education based on the CNCA model, and providing integrated community support services for students and families.

C. PN-EDG is organized for charitable purposes to promote, support, benefit, and help carry out the purposes of CNCA, and to expand the community support services that CNCA has historically provided.

D. In order to benefit and further the charitable purposes of both Parties, CNCA and PN-EDG entered into an Agreement for Limited Services effective July 1, 2016 (“Initial Agreement”) for PN-EDG to perform certain task-related services that were historically provided by CNCA, thereby allowing CNCA to focus on charter school operations.

E. The Parties amended the Initial Agreement by entering into a First Amended Limited Services Agreement effective July 1, 2017, a Second Amended Limited Services Agreement effective July 1, 2018, a Third Amended Limited Services Agreement effective February 1, 2019, a Fourth Amended Limited Services Agreement effective July 1, 2019, a Fifth Amended Limited Services Agreement effective July 1, 2020, a Sixth Amended Limited Services Agreement effective July 1, 2021, and a Seventh Amended Limited Services Agreement effective July 1, 2022 (collectively the “Amended Agreements”).

F. The Parties now desire to update the services PN-EDG provides to CNCA by entering into this Agreement, which shall amend, replace, and supersede the Initial Agreement and Amended Agreements beginning July 1, 2023 and successive terms until and unless amended pursuant to Section 2.1, or terminated pursuant to Section 2.2.

NOW, THEREFORE, the Initial Agreement and the Amended Agreements are hereby amended to read in their entirety as follows:

1. RELATIONSHIP OF THE PARTIES

1.1. PN-EDG and CNCA shall each maintain their respective separate corporate existences.

1.2. Except for any obligations created under this Agreement or any other written agreement entered into by and between the Parties, neither Party shall (i) assume or become obligated in any way for the debts, liabilities or obligations of the other Party, or (ii) have any rights or interests in or to any asset of the other Party. The only payment made by CNCA to PN-EDG pursuant to this Agreement shall be the compensation specified in Section 4.

1.3. The provisions of this Agreement are not intended to create nor shall be deemed or construed to create any relationship between CNCA and PN-EDG other than for the purpose of effectuating this Agreement. Neither of the Parties, nor any of their respective officers, directors, or employees, shall be construed to be the agent, employer, or representative of the other, except as specifically provided herein, or by subsequent written agreement.

2. TERM OF AGREEMENT

2.1. This Agreement shall take effect on July 1, 2023 for a term of twelve (12) months, ending on June 30, 2024. This Agreement shall automatically renew at the end of this term for consecutive successive one year terms from July 1 through June 30 each year, and on the same terms and conditions herein, unless amended or terminated in accordance with Section 2.2 below.

2.2. This Agreement may be terminated as follows:

2.2.1. By either CNCA or PN-EDG upon one hundred twenty (120) days prior written notice to the other Party, with or without cause;

2.2.2. By mutual agreement of the Parties; or,

2.2.3. Upon commencement by either Party of a voluntary case under bankruptcy, insolvency, or similar law; or if any involuntary case under any bankruptcy, insolvency, or similar law is filed against either Party.

2.3. In the event of termination for any reason, the following conditions shall apply:

2.3.1. CNCA shall pay PN-EDG any due and unpaid portion of the compensation defined in Section 4 below for services performed by PN-EDG until the effective date of termination;

2.3.2. PN-EDG shall provide reasonable assistance to CNCA to transition its services to another service provider or in-house to CNCA, during which time CNCA shall reimburse PN-EDG for all reasonable expenses incurred by PN-EDG in providing such transition assistance; and,

2.3.3. As soon as practicable, PN-EDG shall return to CNCA and/or destroy, as appropriate, all student-related, confidential and other records of CNCA that are maintained by PN-EDG.

3. LIMITED SERVICES

3.1. PN-EDG shall provide the limited task-related services and support described in Sections 3.2 through 3.4 below, including the staff necessary to provide this support, to CNCA and existing and new CNCA schools so that they operate in a manner consistent with the terms of their charters and agreements with authorizer(s). The CNCA Board and its Chief Executive Officer shall at all times retain ultimate responsibility for and control of the management and operation of the CNCA charter schools,

including but not limited to governance and the administration and delivery of curriculum, and managing day-to-day operations. PN-EDG's limited services and support are task-related and shall not extend to management or governance of CNCA or any charter school operated by CNCA, and the services shall be performed at the direction of the CNCA Board and its Chief Executive Officer, who shall retain ultimate decision-making authority at all times.

3.2. PN-EDG shall provide the following early childhood services (TK), alumni services, development, home support office services and integrated community support services:

- (a) Providing support for the implementation of "dashboard" goals for parent engagement at the CNCA school sites;
- (b) Providing resources, partnership opportunities and technical assistance to the Parents as Partners programs at CNCA school sites on such topics as college knowledge, academics, physical health, mental health, and other family support needs such as financial literacy, immigration, and housing;
- (c) Establishing and maintaining a data system for effective partnership management, student and family and site participation in experiential learning opportunities and integrated support services;
- (d) Professional development and training on topics essential to Parents as Partners program and integrated support services, such as managing student health records and other data, case management and referral process, and student attendance and discipline management;
- (e) Home office support services; and,
- (f) Assisting CNCA with promotion, expansion and replication of the CNCA instructional model by supporting CNCA's efforts to create and open new schools.

3.3. PN-EDG shall provide the following support with regard to CNCA afterschool, intersession, and summer school enrichment programs in accordance with the Expanded Learning Opportunities Program ("ELOP"):

- (a) Training and support for compliance with ELOP funding requirements;
- (b) Support CNCA in its recruitment and hiring of ELOP site coordinators and afterschool intervention staff;
- (c) Program support for summer school and intersessions (Winter & Spring (9 hours)), including operational and new facilities support;
- (d) Program support for afterschool program, including recruitment and enrollment of students, operational support, nutrition support to include supper, and new facilities support;
- (e) Program development for TK/K specific afterschool activities; and,

- (f) Academic support for intervention program during afterschool, summer school and intersession.

3.4. PN-EDG shall provide mental health program services to CNCA students and their families through accessible and free psychotherapy in school settings, as a continuation of the services previously performed by the Los Angeles Child Development Center.

4. COMPENSATION

4.1. As compensation for the services described in Section 3.2 above, CNCA agrees to pay PN-EDG twelve percent (12%) of the operational funding (as defined in Education Code Section 47632(f)) of each CNCA school as projected by PN-EDG on or about July 1, 2023, and on or about July 1 of each year thereafter so long as the Agreement is renewed (“Base Compensation”). The Parties estimate Base Compensation for the 2023-2024 school year to be \$6,234,910.00.

4.2. As compensation for the ELOP services described in Section 3.3 above, the “ELOP Compensation” for the 2023-2024 school year shall be \$250,000.00.

4.3. As compensation for the mental health program services described in Section 3.4 above, the “Mental Health Program Compensation” for the 2023-2024 school year shall be \$772,790.00.

4.4. PN-EDG shall invoice CNCA every three (3) months for services performed, with a delineation between the Base Compensation for the limited services described in Section 3.2 above, the ELOP Compensation for the services described in Section 3.3 above, and the Mental Health Program Compensation for the services described in Section 3.4 above. CNCA shall prepay the first payment (reflecting a three (3) month period) in the amount of \$1,558,727.50 as Base Compensation, \$62,500 as ELOP Compensation, and \$193,197.50 as Mental Health Program Compensation, which shall be due to PN-EDG no later than July 1, 2023. After the initial three (3) month period, the Parties shall adjust the subsequent invoice to reflect the services performed and prepaid during that period. CNCA shall submit payment to PN-EDG for each school within twenty (20) calendar days of the deposit by the State with the County Treasurer of the state aid portion of each CNCA school.

4.5. As further consideration for the services described in Section 3 above, CNCA shall make available to PN-EDG furnished shared office and administrative space at CNCA’s offices, for the term of this Agreement. PN-EDG is to provide its own equipment, materials and supplies that are necessary for PN-EDG’s services.

5. LIABILITY

5.1. Insurance

5.1.1. CNCA will maintain customary and reasonable insurance, including coverage for professional liability for errors or omissions and/ or directors and officers, comprehensive general liability coverage, and automobile liability coverage. CNCA will name PN-EDG as an additional insured under all CNCA policies.

5.1.2. PN-EDG will procure and maintain customary and reasonable insurance, including coverage for professional liability for errors or omissions and/ or directors and officers, comprehensive general liability coverage, and automobile liability coverage.

5.1.3. Each Party is responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

5.2. It is the intent of the Parties that CNCA be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on PN-EDG any liability arising out of the operations of CNCA, except such liability that may result from the provisions of services by PN-EDG to CNCA.

5.3. The Parties agree to defend, indemnify, and hold each other, their employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

6. NOTICE

All notices, requests, offers or demands or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

To PN-EDG: Pueblo Nuevo Education and Development Group
3435 W. Temple Street
Los Angeles, CA 90026
Attn: Board President

To CNCA: Camino Nuevo Charter Academy
3435 W. Temple Street
Los Angeles, CA 90026
Attn: Chief Executive Officer

7. FIDUCIARY OBLIGATIONS

The Boards of Directors for each Party has reviewed the scope of services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the services contained herein are in the best interests of CNCA, and that the compensation to be paid by CNCA to PN-EDG for said services is fair and reasonable.

8. HEADINGS

The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

9. ASSIGNMENT

No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party hereto. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement.

11. AMENDMENTS

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. The Parties anticipate additional services to be provided and negotiated directly by designees of the CNCA and PN-EDG boards.

12. WAIVER

No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

13. CONTROLLING LAW

This Agreement shall be governed by and interpreted under the laws of the State of California.

14. ENFORCEMENT

If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

15. ARBITRATION

Any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

16. ATTORNEYS' FEES

In the event any action at law or in equity or other proceeding is brought to interpret or enforce this Agreement, or in connection with any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

17. AUTHORITY TO CONTRACT

Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

18. COUNTERPARTS

This Agreement may be executed in two or more counterparts and signed electronically, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

CAMINO NUEVO CHARTER ACADEMY

PUEBLO NUEVO EDUCATION AND DEVELOPMENT
GROUP

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____, 2023

Date: _____, 2023