

ENGLISH LEARNER SUPPORT SERVICES AGREEMENT

This English Learner Support Services Agreement (“Agreement”) is entered into and effective July 1, 2022, 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. 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.

C. The Parties desire to enter into this Agreement for PN-EDG to provide COVID-19 related learning recovery and school reopening support services to CNCA, including with regard to ESSER and other federal and state grants, as set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. ENGLISH LEARNER SUPPORT SERVICES. During the term of this Agreement and as requested by CNCA, PN-EDG shall provide the English Learner support services described in Exhibit A to this Agreement (“Services”). The Parties may agree to modify the Services at any time by amending Exhibit A in writing.

2. TERM OF AGREEMENT; TERMINATION. This Agreement commences on the Effective Date above and shall continue through June 30, 2024. Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice. In the event of termination, CNCA shall pay PN-EDG any unpaid portion of the Services performed through the effective date of the termination.

3. COMPENSATION. As compensation for the Services, CNCA agrees to pay PN-EDG a monthly fee of \$10,300 payable in advance on the first of each month. In addition, CNCA shall reimburse PN-EDG for all Services-related expenses, subject to CNCA’s reimbursement and approval policies. PN-EDG shall itemize such costs and provide CNCA a monthly invoice with evidence of the expenses. CNCA shall pay such invoice within thirty (30) days of receipt. In the event that an expense is disputed, the Parties shall meet and confer to resolve the dispute in accordance with Section 16 of this Agreement.

4. RELATIONSHIP OF THE PARTIES. 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.

5. INSURANCE.

5.1. 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.

5.2. PN-EDG 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.

5.3. The Parties agree that the insurance coverage in place on the commencement date satisfies the requirements of this Section 5.

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

6. INDEMNITY. 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. The indemnity, defense and hold harmless obligations in this Section 6 shall survive the termination of this Agreement.

7. NOTICE. Any notice required or permitted under this Agreement shall be deemed given when actually delivered, including by electronic delivery, or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

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

To CNCA: Camino Nuevo Charter Academy
3435 W. Temple Street
Los Angeles, CA 90026
Attn: Chief Executive Officer
Email: adriana.abich@caminonuevo.org

8. FIDUCIARY OBLIGATIONS. The governing board 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. DISPUTE RESOLUTION. If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint will give written notice of the failure to resolve the dispute to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with each of the principal Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the dispute will be arbitrated in Los Angeles County, California, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS. The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to fully and finally resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, as well as any dispute as to the arbitrability of any such claims. The arbitration proceedings set forth and any arbitration award that results from those proceedings shall be confidential, unless disclosure is otherwise required by law or judicial decision. Please note, by agreeing to this binding arbitration provision, the Parties waive certain important rights and protections that otherwise may have been available if the dispute were determined by a court of law in a proceeding governed by judicial procedures, including the right to a jury trial and to appeal. An arbitration award is final and subject to a limited right of appeal, and arbitration may not include procedures, such as discovery, typically available in a judicial proceeding.

17. 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.

18. 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.

19. COUNTERPARTS. This Agreement may be executed in two or more counterparts, 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 Effective Date.

CAMINO NUEVO CHARTER ACADEMY

PUEBLO NUEVO EDUCATION AND DEVELOPMENT GROUP

By: _____

By: _____

Name: Adriana Abich

Name: Tamara Powers

Its: Chief Executive Officer

Its: Board President

Date: _____, 2023

Date: _____, 2023

Exhibit A

English Learner Support Services

The Services provided by PN-EDG pursuant to this Agreement include the following responsibilities:

- The research and development of a cohesive plan for integrated and designated English Language Development curriculum, instruction, and assessment in grades pre-K through 12
- The research and development of a cohesive plan for the dual language program in grades pre-K through 8
- The research and development of a cohesive plan for the biliteracy program in grades pre-K through 12
- Monitor the effectiveness of language and biliteracy development through the use of key metrics to inform continuous improvement and strategic decision-making
- Ensure that CNCA expenditures for biliteracy and language development are in line with budget and priorities
- Ensure compliance related to district, state and federal reporting of English Language Learner progress
- Ensure compliance of procedures for the reclassification of English Language Learners
- Provide regular status reports for the Executive Leadership Team and/or the Board of Directors related to CNCA's English Learners
- Establish relationships with outside agencies related to English Language Learners and biliteracy development