



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered between Everybody Dance LA!, a California non-profit public benefit corporation, hereafter referred to as "EDLA!", and **Camino Nuevo Charter Academy**, a California non-profit public benefit corporation hereafter referred to as "CNCA". In consideration of the covenants and conditions hereinafter set forth, EDLA! and CNCA agree as follows:

1. **Services.** EDLA! shall provide dance classes to CNCA pursuant to a weekly schedule in effect **July 31, 2023**. A copy of this schedule is attached hereto as Exhibit A and incorporated herein by reference. The start and end dates for the services that EDLA! will provide to each of CNCA's campuses are set forth on Exhibit A, attached hereto and incorporated herein by reference. CNCA will provide a classroom teacher, aide, or administrator in the dance room at all times.
2. **Term.** This Agreement will commence on **August 14, 2023**, and shall end on **December 15, 2023** (the "Term").
3. **Payment Schedule.** EDLA! will bill CNCA for \$57,320.00 upon signing.

A copy of the cost breakdown is attached in Exhibit A. All invoices shall be paid within thirty (30) calendar days of receipt to EDLA!. CNCA must provide program break dates, holidays, and any other non-dance days in the dance class schedule. There are no refunds or make-up classes for class cancellations by CNCA. Make-up classes will be provided for any cancellations by EDLA!.

4. **Insurance.**
 - (a) If applicable, EDLA! shall maintain at all times during the term of this Agreement professional liability insurance covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of California, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. CNCA shall be named as an additional insured under each such policy on a primary non-contributory basis including a waiver of subrogation. Copies of all such policies of insurance (or Certificates therefore) maintained by EDLA! shall be delivered to CNCA prior to the start of the agreement.
 - (b) Customer shall maintain at all times during the term hereof general liability insurance with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. In addition, EDLA! shall maintain sexual abuse/molestation coverage with limits not less than One Million Dollars (\$1,000,000). CNCA shall be named as an additional insured under each such policy on a primary non-contributory basis including a waiver of subrogation. Copies of all such policies of insurance (or Certificates therefore) maintained by EDLA! shall be delivered



to CNCA prior to the start of the agreement.

(c) All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.

(d) Parties agree to give notice to one another at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.

5. Cooperation in the Event of a Claim. In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident; the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.

6. Indemnification. Customer shall defend, indemnify and hold harmless Contractor (including its shareholders, directors, officers, agents, and employees) from and against all claims, liabilities, losses, judgments, costs, damages, expenses and attorney's fees in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which Contractor is, was, or at any time becomes a party or is threatened to be made a party, due to: (i) the acts or omissions of Customer while fulfilling its duties under this Agreement; (ii) Contractor performing the Services requested by Customer hereunder; and (iii) any injury or damage to Contractor's personnel or property and the personnel and property of any of Contractor's franchisees while such are at Customer's facility or while such are performing Services for Customer.

6. DOJ. Contractor agrees to adhere to the Department of Justice (DOJ) fingerprint and criminal background investigation and Tuberculosis (TB) requirements of Education Code Section 45125.1 et seq., and 49406 and provide an affidavit that certifies that all of the Contractor's employees that work at CNCA and come in contact with students have appropriate DOJ and TB clearances. Clearances must not be obtained at the expense of the Customer and the Customer shall not reimburse for these expenses. The affidavit must list the following:

- a. Employee name and Customer location(s) he or she services
- b. Date of criminal background check clearance
- c. TB expiration date
- d. Name of DOJ custodian of records



The Contractor's affidavit must be submitted with high authority per the Respondents Organizational Chart (i.e. Owner, Management Team, C-level executive, etc.). The affidavit must be provided to the Customer prior to the first day of service. Failure to provide this documentation shall be considered a material breach and can be used as grounds to terminate the contract immediately. The Customer may request updated documentation as needed. The Contractor must take appropriate action to remove any employee whose arrest notification poses a threat to the school population in order to ensure the safety of all students.

7. Miscellaneous Provisions.

(a) This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice.

(b) 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 arbitration 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

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

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 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 be 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

The parties agree to the foregoing as of **August 14, 2023**, in Los Angeles, California.

EDLA!, a California public benefit corporation



CNCA, a California public benefit corporation

By: _____

Title: Executive Director

By: Adriana Abich _____

Title: CEO

EXHIBIT A

Kayne Siart	Class	Semester	Dates	# of weeks	Hours /class	# of Sections	Cost/ Hour	Total	Subtotals
	Kinder	S1	8/14/23 - 12/15/23	17	0.5	8	\$70.00	\$4,760.00	
	1st Grade	S1	8/14/23 - 12/15/23	17	1	3	\$70.00	\$3,570.00	
	2nd Grade	S1	8/14/23 - 12/15/23	17	1	1	\$70.00	\$1,190.00	
	3rd Grade	S1	8/14/23 - 12/15/23	17	1	3	\$70.00	\$3,570.00	
	4th Grade	S1	8/14/23 - 12/15/23	17	1	2	\$70.00	\$2,380.00	
	4th/5th Grade	S1	8/14/23 - 12/15/23	17	1	4	\$70.00	\$4,760.00	
	5th Grade	S1	8/14/23 - 12/15/23	17	1	1	\$70.00	\$1,190.00	
	Middle School Elective	S1	8/14/23 - 12/15/23	17	1	4	\$70.00	\$4,760.00	
	Performance Fee	S1	TBD	1	1	1	\$100.00	\$100.00	
								S1 Subtotal	\$26,280.00

Burlington	Class	Semester	Dates	# of weeks	Hours /class	# of Sections	Cost/H our	Total	Subtotals	
	TK/Kinder	S1	8/14/23 - 12/15/23	17	1	5	\$70.00	\$5,950.00		
	First	S1	8/14/23 - 12/15/23	17	1	3	\$70.00	\$3,570.00		
	Second	S1	8/14/23 - 12/15/23	17	1	3	\$70.00	\$3,570.00		
	Third	S1	8/14/23 - 12/15/23	17	1	3	\$70.00	\$3,570.00		
	Fourth	S1	8/14/23 - 12/15/23	17	1	2	\$70.00	\$2,380.00		
	Fifth	S1	8/14/23 - 12/15/23	17	1	2	\$70.00	\$2,380.00		
	Middle School Elective	S1	8/14/23 - 12/15/23	17	4	2	\$70.00	\$9,520.00		
	Performance Fee	S1	TBD	1	1	1	\$100.00	\$100.00		
								S1 Subtotal	\$31,040.00	

one week off for Thanksgiving

Total CNCA	\$57,320.00
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