

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
HELENDALE SCHOOL DISTRICT AND SAGE OAK  
CHARTER SCHOOL**

Effective 7/1/2024 - 6/30/2031

The governing board of the Helendale School District ("District") granted a charter petition ("Charter") to Sage Oak Charter School ("School" or "Charter School") pursuant to the terms of the Charter Schools Act of 1992, as amended. This Charter, among other matters, calls for the District and School to enter into a mutually agreeable memorandum of understanding ("Agreement") regarding the funding entitlements of the School pursuant to the Charter Schools Act. The School and District intend to use this Agreement as the basis for developing similar understandings in future fiscal years.

This Agreement shall serve to clarify the status of the School and define the responsibilities of the parties. This Agreement provides for oversight, direct and indirect services to be provided by the District to the School and the remuneration to be paid by the School to the District. Education Code section 47607(a)(2) provides the procedure for a material revision of an existing charter. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the Charter shall supersede the terms of this Agreement. Both Parties agree to meet in good faith to negotiate necessary changes to align the Charter and the Agreement.

**I. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING**

- A. Outline specific funding sources anticipated to be available to the School.
- B. Define the oversight responsibility and services the District will provide to the School.
- C. Clarify the responsibilities of each party.

**II. TERM**

- A. This Agreement is valid for the term of the Charter granted to Sage Oak Charter School, from July 1, 2024, through June 30, 2031. It may be modified or terminated with the written mutual consent of the governing bodies of the District and School.
- B. This Agreement is automatically terminated if the School's charter is revoked or non-renewed in compliance with Education Code Section 47604.5 or 47607, or rescinded by the Charter School.

**III. CHARTER SCHOOL AUTHORITY**

- A. The School, in performing its duties and obligations under this Agreement and its Charter, shall have the power and authority, consistent with federal and state law and subject to other terms and conditions of this Agreement to:
  - 1. Contract for goods and services with the District and/or any third party.
  - 2. Prepare a budget.
  - 3. Perform the personnel services not otherwise assumed by the District as outlined herein.
  - 4. Procure insurance.
  - 5. Lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; Purchase, lease, or rent furniture, equipment, and supplies.
  - 6. Accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to

- any of the terms of this Agreement.
7. Perform the business administration of the School.
  8. Establish and conduct an educational program and curriculum for the School as provided in the School's charter.
  9. Conduct extra and co-curricular activities and programs.
  10. Conduct professional development for all administrators, instructional personnel, and non-instructional personnel.
  11. Select and acquire instructional materials, equipment, and supplies.
  12. Exercise such other powers as are provided for elsewhere in this Agreement to the extent consistent with this Agreement.
  13. Generally, take such other actions as may be necessary or desirable to properly and efficiently operate the School.
  14. Engage in any activity not prohibited by applicable law or the terms of its Charter.

#### IV. ORGANIZATIONAL STRUCTURE

- A. The School shall be governed by an incorporated non-profit public benefit corporation ("Corporation") with the opportunity to contract for specific services and operational support from the District, public or private organizations, and/or management companies. The administrator of the School shall conduct the day-to-day operations of the School by the power delegated to him/her by the School's governing board. All powers, rights and obligations not otherwise reserved herein to the District are hereby delegated to the School consistent with its Charter, any policies and procedures, this Agreement, and all applicable laws. The School should be allowed to carry on any activity in order to effectuate its goal of educating students that is not inconsistent with an express provision of its Charter or applicable law.
- B. In accordance with applicable California laws and the Act, the Corporation shall designate and maintain a Corporate Board of Directors and Corporate Officers. Directors of the School shall be selected and appointed in accordance with the corporate bylaws of the School. The District shall have the authority to appoint one voting board member.
- C. As a publicly supported public benefit corporation, the School recognizes its responsibility to promote public access to its deliberation and documents. Therefore, the School Board of Directors may comply with the Ralph M. Brown Act (Gov. Code §§ 6450, et seq.) and all other statutes specifically applicable to charter schools operated as nonprofit corporations.
- D. All employees of the Charter will be employees of the Sage Oak Charter School and not employees of the District. The Charter School Board of Directors shall adopt and the administrator shall implement Employment Agreements, Personnel Reviews, and other policies and procedures to further the Charter School's goals as outlined in the Charter.
- E. The Charter School shall be solely responsible for all costs and expenses related to the Charter and its operation, including but not limited to, costs of insurance, reserves, staff and operations.
- F. The Charter School shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents shall be the Charter School's sole responsibility.

#### V. FUNDING

- A. As established by Education Code Section 47630 *et seq.*, the Charter School shall receive funding under the charter school funding model as follows:
  1. General purpose entitlement computed by the local control funding formula pursuant to Education Code Section 42238.02, as implemented by Education Code

Section 42238.03.

2. General purpose funding that consists of state aid, local property taxes, and other revenues applied toward a school district's local control funding formula, pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
3. Lottery funds, pursuant to Education Code Section 47638.
4. Class size reduction funds (if applicable), a variety of state and federal application-based programs, as well as various grant opportunities. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding that is beyond the basic statutory entitlement.
5. Any additional funds negotiated between the District and the Charter School in accordance with Education Code Section 47636.
  - a. In addition to LCFF, the parties recognize the authority of the Charter School to pursue additional sources of funding.
  - b. The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651.
  - c. The District shall transfer funding in lieu of property taxes to the Charter School in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635.
  - d. The School may apply for and receive loans from the District, and/or public or private agencies independently from the District. The District shall not be liable for the repayment of any principal, interest, penalties, or legal cost associated with such loans. Should the District or the School loan funds to the other entity, the Parties will enter into a separate written agreement.
  - e. Banking Arrangements: The Charter School shall maintain an account at a federally insured commercial bank or credit union. The Charter School will deposit all funds received as soon as practical upon receipt.
  - f. Payroll Service: The Charter School may contract with any reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions.
  - g. The Charter School agrees to provide the District with full general purpose entitlement and categorical block grant apportionment funds for any Helendale School District student(s) enrolled in Charter School, while still providing services to any such student(s).

## VI. BOND FUNDS

- A. The Charter School expressly waives any right to share in general obligation or construction bonds that have been or may be passed by the voters of the Helendale School District.

## VII. LEGAL RELATIONSHIP

- A. The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated by a non-profit public benefit corporation under Education Code Section 47604. As such, in accordance with Education Code Section 47604(c), if the District complies with all oversight responsibilities required by law, the District shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School.
- B. With respect to its operations under this Agreement, the District and the Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend each

other, their officers, their trustees, directors, and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs arising under this Agreement including, without limitation, attorneys' fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to their willful misconduct, negligent acts, errors or omissions of their directors, trustees, officers, employees, agents and consultants under this Agreement. The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.

#### VIII. DISTRICT OVERSIGHT

- A. In consideration for the actual costs of supervisory oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisory oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633, and the categorical block grant calculated pursuant to Education Code section 47634. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School. Payment by the Charter School shall be made in accordance with the provisions of Paragraph XVI below. These costs are in addition to, and not in lieu of, other costs set forth herein.
- B. Charter School and the District agree that "supervisory oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:
1. All activities related to the Charter revocation and renewal and processes as described in Education Code Section 47607.
  2. Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
  3. Participate in the dispute resolution process described in the Charter.
  4. Review and timely response to the Charter School's Annual Independent Fiscal and Performance Audit.
  5. Select a representative to act as a liaison to the charter school.
  6. Visit the Charter School at least annually.
  7. Monitor the fiscal condition of the Charter School.
- C. Provide timely notification to the California Department of Education if any of the following circumstances occur:
1. A renewal of the charter is granted or denied.
  2. The charter is revoked.
  3. The Charter School will cease operation for any reason.

#### IX. SERVICES

- A. In addition to the supervisory oversight responsibilities and the standard one percent (1%) oversight fee, the District shall also provide the Charter School with the following services which shall be compensated as outlined below:
1. Substantially rent-free facilities for use by the Charter School: The District will provide classrooms, offices, and technology to the Charter School, allowing the Charter School use of this space for professional development, remote teaching lessons, and office functions. The Superintendent, Senior Director of Outreach and Development and other designated staff will have access to collaborate with District

administration. The Charter School will have access to any and all educational resources located in the provided classrooms, as well as office supplies, and technology support needed. All terms, conditions, and obligations related to the use of these facilities and resources will be specified in a facilities use agreement that the District will initiate and provide.

2. Administrative or other services: The Charter School will have access to District instructional materials and other resources throughout the school year, including on-campus technology support needed during the course of instruction.
  3. In-service training opportunities: Charter School staff will be eligible to participate in District-provided in-service training opportunities, similar to District staff, as deemed applicable to the Charter School.
- B. To compensate the District for the costs of the additional services and facilities, the District may charge the Charter School an amount not to exceed two percent (2.0%) of the Charter School's revenue (as defined in Education Code section 47632(a) and (b)), in addition to the standard one percent (1%) oversight fee. This brings the total fee to up to three percent (3.0%) of the Charter School's revenue.
- C. Fee Structure Cap: To ensure financial predictability for the Charter School, the District will introduce a cap on the fee structure. The cap will be placed using the 2024-25 school year Charter School revenue (as defined in Education Code section 47632(a) and (b)). This cap will ensure that the total dollar amount charged does not increase based on the Charter School's projected increasing enrollment, providing stability and support for both institutions. This clause may be renegotiated if there is an undue hardship on either party.

#### **X. SPECIAL EDUCATION SERVICES**

- A. It is understood that this Agreement covers only the delivery of special education services under the Individuals with Disabilities Education Act (IDEA) and implementing California laws and regulations. This Agreement does not cover services or accommodations required under Section 504 of the Rehabilitation Act or under the Americans with Disabilities Act (ADA).
- The School agrees to assume responsibility for compliance with Section 504 and ADA.
- B. The School shall act as its own Local Education Agency (LEA) in the Special Education Local Planning Area (SELPA) and the School is responsible for compliance with the Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.). As an independent LEA in a SELPA, the School receives special education funds in the manner specified in the allocation plan of the SELPA.

#### **XI. DATA REPORTING**

- A. The School has designated its reporting status with the California Department of Education as an "independently reporting charter school," meaning the School independently reports its CALPADS and CBEDS data directly to the California Department of Education without the need for the District to review, certify, and submit the School's CALPADS or CBEDS data. The School will maintain its status as an independently reporting charter school throughout the term of this Agreement.
- B. Average Daily Attendance (ADA). The School will develop an attendance-reporting calendar and maintain a system to record and account for ADA in the manner above specified. The School will report ADA figures to the District for annual reporting and when requested, and the District will be given data after the completion of the most current learning period.
- C. California Basic Education Data System Enrollment (CBEDS). The School shall complete and submit enrollment and other necessary demographic information to the CBEDS.
- D. Other Data: The District and School shall work cooperatively to supply any other information necessary to enable the School and District to calculate entitlement to

all available funding sources.

- E. State Testing: The School shall submit as required all data related to the mandated State testing programs.

## **XII. BUDGET AND FINANCE**

- A. The School shall prepare and submit the following financial information to the District and County Superintendent of Schools:
  - 1. On or before July 1, a preliminary budget. For a charter school in its first year of operation, the information submitted pursuant to Education Code Section 47605(g) satisfies this requirement.
  - 2. On or before July 1, an annual update (Local Control and Accountability Plan) required pursuant to Education Code Section 47606.5.
  - 3. On or before December 15, an interim financial report. This report shall reflect changes through October 31.
  - 4. On or before March 15, a second interim financial report. This report shall reflect changes through January 31.
  - 5. On or before September 15, a final unaudited report for the full prior year.
    - a. Written contemporaneous records that document all revenues received by the School, from all sources.
    - b. The District shall provide all necessary backup data in its possession.
    - c. The School shall promptly respond to all reasonable inquiries regarding its financial records (Education Code Section 47604.3).

## **XIII. AUDIT**

- A. The School will contract and pay for an independent annual audit of the School's financial affairs. The audit will verify the accuracy of the School's financial statements, reporting practices and amounts paid to the District. The audit will be conducted in accordance with generally accepted accounting principles applicable to public schools and in compliance with the audit provisions of the Charter.
- B. The Charter School Board of Directors will review any audit exceptions or deficiencies and determine the means for resolving any such exceptions or deficiencies. Audit exceptions must be resolved to the satisfaction of the District governing board and in accordance with the procedures detailed in the Charter and Education Code Section 47605(b)(5)(1).

## **XIV. INSURANCE AND RISK MANAGEMENT**

- A. The Charter School will, at its own expense, provide and maintain insurance policies for the operation of the Charter School, including but not limited to general liability, property, and errors and omission policies.
- B. The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.
- C. The Charter School shall provide the District with certificates of insurance upon request by the District.

## **XV. MATERIAL REVISION OF THE CHARTER**

- A. Any Material Revision, as this term is defined below, to the Charter may be made only with District's approval. The Charter School may submit to the District any proposed Material Revision to the Charter in accordance with the District's policies and procedures that are in effect at the time of the submission.
- B. Material Revision Defined. Changes to the Charter that constitute a Material Revision

include, but are not limited to, the following (each referred to as a "Material Revision" and collectively referred to as "Material Revisions"):

1. Change in the legal status (i.e. changing from a nonprofit public benefit corporation to a for-profit or non-incorporated entity), or ownership of the Charter School.
2. Substantive change to Charter School's mission statement.
3. Elimination of any grade levels that Charter School is required to serve or expansion to serve any grade levels that are not in accordance with the Charter.
4. Change in Charter School's calendar affecting the number of days of instruction that Charter School is required to provide pursuant to the Charter and state law.
5. Change in Charter School's admissions requirements or enrollment preferences from those set forth in the Charter.
6. Substantive change to Charter School's educational program (i.e. moving from non-classroom-based to classroom-based except as required by law or upon written approval by the District).

C. Non-Material Revision. A Non-Material Revision, as this term is defined in this Section, may be made effective by Charter School through written notification to the District. A "Non-Material Revision" includes, but is not limited to, the following:

1. Change to Charter School's mailing address, telephone, and/or facsimile number.
2. Change of the individual who serves as a Party's Authorized Representative.
3. Amendment to the bylaws of Charter School (where Charter School is operated as a Public nonprofit benefit corporation) provided that the amendment is non-substantive.
4. Non-substantive change to Charter School's educational program in terms of either content or methodology as required by law or upon written approval by the District.
5. Addition, deletion, or relocation of existing resource centers; (However, The Charter School will inform/notify the District Superintendent (or designee) in writing before opening a new learning center or student facility.
6. Change of management or structure of the Board, including the composition of the Board (i.e., the addition or reduction of board members)

## XVI. PAYMENT SCHEDULE

- A. In accordance with the provision of Ed Code Section 47635, the District shall provide the Charter School its in-lieu of property tax funding. The District shall annually transfer to each of its charter schools funding in lieu of property taxes equal to the greater of the following two amounts:
1. The average amount of property taxes per unit of Average Daily Attendance (ADA), including ADA attributable to charter schools, received by the local educational agency, multiplied by the charter school's ADA.
  2. The statewide average general-purpose funding per unit of ADA received by school districts, as determined by the State Department of Education, multiplied by the charter school's ADA in each of the four corresponding grade level ranges: kindergarten and grades 1, 2, and 3; grades 4, 5, and 6; grades 7 and 8; and grades 9 to 12, inclusive.
- B. The sponsoring local educational agency shall transfer funding in lieu of property taxes to the charter school in monthly installments, by no later than the 15th of each month.
1. For the months of August to February, inclusive, a charter school's funding in lieu of property taxes shall be computed based on the amount of property taxes received by the sponsoring local educational agency during the preceding fiscal year, as reported to

the Superintendent of Public Instruction for purposes of the second principal apportionment. A sponsoring local educational agency shall transfer to the charter school the charter school's estimated annual entitlement to funding in lieu of property taxes as follows:

- a. Six percent in August.
  - b. Twelve percent in September.
  - c. Eight percent each month in October, November, December, January, and February.
- C. For the months of March to June, inclusive, a charter school's funding in lieu of property taxes shall be computed based on the amount of property taxes estimated to be received by the sponsoring local educational agency during the fiscal year, as reported to the Superintendent of Public Instruction for purposes of the first principal apportionment. A sponsoring local educational agency shall transfer to each of its charter schools an amount equal to one-sixth of the difference between the school's estimated annual entitlement to funding in lieu of property taxes and the amounts provided pursuant to paragraph (1). An additional one-sixth of this difference shall be included in the amount transferred in the month of March.
- D. For the month of July, a charter school's funding in lieu of property taxes shall be computed based on the amount of property taxes estimated to be received by the sponsoring local educational agency during the prior fiscal year, as reported to the Superintendent of Public Instruction for purposes of the second principal apportionment. A sponsoring local educational agency shall transfer to each of its charter schools an amount equal to the remaining difference between the school's estimated annual entitlement to funding in lieu of property taxes and the amounts provided pursuant to paragraphs (1) and (2).
- E. Final adjustments to the amount of funding in lieu of property taxes allocated to a charter school shall be made in February, in conjunction with the final reconciliation of annual apportionments to schools.
- F. Subdivision (A) and paragraphs (A) to (D), inclusive, of subdivision (B) do not apply to pupils who reside in, and are otherwise eligible to attend a school in, a basic aid school district, but who attend a charter school in a non-basic aid school district. With regard to these pupils, the sponsoring basic aid district shall transfer to the charter school an amount of funds equivalent to the revenue limit earned through average daily attendance by the charter school for each pupil's attendance, not to exceed the average property tax share per unit of average daily attendance for pupils residing and attending in the basic aid district. The transfer of funds shall be made in not fewer than two installments at the request of the charter school, the first occurring not later than February 1 and the second not later than June 1 of each school year. Payments shall reflect the average daily attendance certified for the time periods of the first and second principal apportionments, respectively. The Superintendent of Public Instruction may not apportion any funds for the attendance of pupils described in this subdivision unless the amount transferred by the basic aid district is less than the revenue limit earned by the charter school, in which event the Superintendent of Public Instruction shall apportion the difference to the charter school from state funds.
- G. The Charter School shall pay the administrative services fees, supervisory oversight fees, and all other fees no later than the last day of the fiscal year or June 30th each school year.

## XVII. MISCELLANEOUS

- A. Amendments, Modification and Supplements. Amendments, modifications, and supplements to this Agreement are allowed and will be binding on the parties after the effective date provided such amendments, modifications, and supplements (1) are in writing, signed by authorized representatives of both parties and (2) by reference incorporate this Agreement and identify the specific sections or clauses contained herein which are amended, modified, and supplemented or indicate that the material is new. The



term, "this Agreement" shall be deemed to include any future amendments, modifications, and supplements.

- B. Assignment. Neither party may assign or delegate its obligations under this Agreement without the prior written consent of the other.
- C. Attorney's Fees. In the event any party to the Agreement shall be required to initiate legal proceedings (i) to interpret or to enforce performance of any term or condition of their Agreement; (ii) to enjoin any action prohibited hereunder; or (iii) to gain any other form of relief whatsoever, the prevailing party shall be entitled to recover such sums, in addition to any other damages or compensation received, as will reimburse the prevailing party for reasonable attorneys' fees and court costs incurred on account thereof notwithstanding the nature of the claim or cause of action asserted by the prevailing party.
- D. Compliance with Laws and Regulations. The parties shall comply with all federal, state, and local laws and regulations applicable to their performance as described in this Agreement.
- E. Consent. Where consent, approval, or mutual agreement is required of a party, it shall not be unreasonably withheld or delayed.
- F. Default. If either party refuses or fails, in any material respect to properly perform its obligations under this Agreement, or violates any of the material terms or conditions of the Agreement, such refusal, failure, or violation, shall constitute default. In such event, the non-defaulting party may so notify the other party in writing of the default and allow that party a period of thirty (30) calendar days to cure such default. If the defaulting party does not cure such default within said thirty (30) calendar days; the non-defaulting party shall have the right to terminate this Agreement upon written notice to the other party. Termination of this Agreement shall not equate to revocation of the charter which may only be accomplished in accordance with Education Code Section 47607 and its implementing regulations. Notwithstanding rights provided through this clause, all service fees for the current month and previously certified student attendance shall still be due and payable per the terms of this Agreement. If such default is for failure of the District to pay service fees that have already been transferred to the District from State or other granting entity, then the District shall only be granted a period of ten (10) working days to cure such default.
- G. Charter Revocation. Should either the California State Board of Education, San Bernardino County Office of Education or the District revoke the Charter managed under this agreement, this Agreement shall be canceled. All remaining ongoing financial obligations of the Parties shall remain in effect beyond revocation of the Charter until those obligations are fulfilled.
- H. Entire Agreement. Except for written amendments, supplements or modifications made after the execution of this Agreement, this Agreement and its attachments represent the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersede all prior renegotiations, representations and agreements, either oral or written.
- I. Forces Outside the Control of the Parties (Force Majeure). In the event performance of this Agreement, or any obligations hereunder, is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment from vendors, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention restriction, or interference (and the other party shall be excused from such performance on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid

and remove such cause of nonperformance and both parties shall proceed whenever such causes are removed or cease.

- J. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected and shall remain valid and fully enforceable.
- K. Governing Law. This Agreement shall be governed by and interpreted or construed in accordance with the laws of the State of California, County of San Bernardino.
- L. Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to define or limit the scope, extend, or intents of this Agreement or any of the provisions hereof.
- M. Independent Contractor Relationship. Each party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. The persons provided by each party shall be solely that party's employees and shall be under the sole and exclusive direction and control of that party. They shall not be considered employees of the other party for any purposes.
- N. Taxes and Assessments. Each party shall be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, worker's compensation, disability insurance, and federal and state withholding.
- O. Insolvency. Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes an assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.
- P. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.
- Q. Notifications. All notices, requests and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

<b>To the District at:</b>  Helendale School District 5350 Riverview Road Helendale, CA 92342	<b>To the Charter at:</b>  Sage Oak Charter School 1473 Ford Street STE 105 Redlands, CA 92723
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IN WITNESS WHEREOF, the parties agree to execute this Agreement

Helendale School District

By: Gene Palmer

Date: 6/28/24

Sage Oak Charter School

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, by the Board of Directors of Sage Oak Charter School by the following vote:

AYES:

NAYS:

ABSTAINS:

By: \_\_\_\_\_