

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
LUCERNE VALLEY UNIFIED SCHOOL DISTRICT AND  
GORMAN LEARNING CENTER SAN BERNARDINO/SANTA CLARITA**

Effective 7/1/2018 through 6/30/2023

The governing board of the Lucerne Valley Unified School District ("District") granted a charter petition ("Charter") to Gorman Learning Center San Bernardino/Santa Clarita ("Charter School") on April 12, 2018, pursuant to the terms of the Charter Schools Act of 1992, as amended. This Charter, among other matters, calls for the District and Charter School to enter into a mutually agreeable memorandum of understanding ("Agreement") regarding the funding entitlements of the Charter School pursuant to the Charter Schools Act. The Charter 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 Charter School and define the responsibilities of the parties. This Agreement provides for oversight, direct and indirect services to be provided by the District to Charter School and the remuneration to be paid by Charter 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 Charter School;
- B. Define the oversight responsibility and services the District will provide to the Charter School; and
- C. Clarify responsibilities of each party.

**II. TERM**

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This Agreement is valid for the term of the Charter granted to Charter School, from July 1, 2018 through June 30, 2023. It may be modified or terminated with the written mutual consent of the governing bodies of the District and the Charter School.

This Agreement is automatically terminated if the Charter School's charter is revoked or non-renewed in compliance with Education Code Section 47604.5 or 47607, or rescinded by the Charter School. The Charter School's obligations to maintain insurance coverage and to complete the school closure protocol shall remain in effect following the expiration, revocation, or termination of this Agreement.

**III. LEGAL RELATIONSHIP**

- A. The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated by Gorman Learning Charter Network, 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. The Charter School is authorized to serve students in grades K-12.
- C. With respect to its operations under this Agreement, the Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, trustees, administrators, 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 the willful misconduct, negligent acts, errors or omissions of the Charter School's 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.

#### **IV. DISTRICT OVERSIGHT**

- A. In accordance with Education Code Section 47613(b), the District shall charge for the actual costs of supervisory oversight not to exceed one percent (1%) of the revenue of the Charter School. "Revenue" is defined in accordance with Education Code Section 47613(f) as the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
- 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 and 47607.3.
  - 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 respond 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 Charter School's compliance with all reporting requirements, including the local control and accountability plan and annual updates.
  - 8. Monitor the fiscal condition of the Charter School.
  - 9. Provide timely notification to the California Department of Education if any of the following circumstances occur:
    - (a) A renewal of the charter is granted or denied.

- (b) The charter is revoked.
- (c) The Charter School will cease operation for any reason.

## V. SERVICES

In addition to the supervisory oversight described above, the District shall provide additional services to the Charter School as described in the chart below for fees as described therein. The timing of payment shall be agreed upon annually by the Parties.

Description of Service	Description of How Fee Shall Be Calculated
A. STRS/PERS, Reporting (if applicable)	Actual Costs (Education Code Section 47611.3)
B. The District and Charter School will work together to identify services that the District will provide to the Charter School for the following school year, which may be adjusted throughout the school year as necessary to support the Charter School. Such services may include, but shall not be limited to professional development, in-service training, and transportation services.	2% of the revenue of the Charter School. For this purpose, "revenue" is defined as the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03. The timing of payment for these services will be agreed upon by both parties by written agreement to be incorporated herein. This fee is in addition to the 1% oversight fee discussed above under "District Oversight," subsection (A).

## VI. DATA REPORTING

- A. Average Daily Attendance. The Charter School will develop an attendance-reporting calendar and maintain a system to record and account for ADA in the manner above specified. The Charter School will report ADA figures to the District on a monthly basis.
- B. California Basic Education Data System (Enrollment). The Charter School shall complete and submit enrollment and other necessary demographic information to the California Basic Education Data System (CBEDS).
- C. Other Data. The District and Charter School shall work cooperatively to supply any other information necessary to enable the Charter School and District to calculate entitlement to all available funding sources.
- D. State Testing. The Charter School shall submit as required all data related to the mandated State testing programs.

## **VII. BUDGET AND FINANCE**

- A. Financial Reporting. The Charter School shall prepare and submit the following financial information to the District and the County Superintendent of Schools:
1. On or before July 1, a preliminary budget.
  2. On or before July 1, a Local Control and Accountability Plan (LCAP) and annual update to the LCAP, 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.
  6. The Charter School's annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the California Department of Education by December 15th each year.
- B. Written contemporaneous records that document all revenues received by the Charter School, from all sources.
- C. The District shall provide all necessary back up data in its possession.
- D. Response to Inquiries. The Charter School shall promptly respond to all reasonable inquiries regarding its financial records (Education Code Section 47604.3).
- E. Basic Funding. The Charter School is directly funded from the State, pursuant to Education Code Section 47651.
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- F. Lottery Funding. The Charter School will receive lottery funding directly from the State.
- G. In Lieu Property Taxes. 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.

## **VIII. SPECIAL EDUCATION SERVICES/SECTION 504**

The following provisions govern the provision of special education services to Charter School students.

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.

- B. The Charter School shall participate as a local educational agency in the El Dorado County Charter Special Education Local Plan Area ("SELPA") and thus shall be deemed an LEA for purposes of compliance with federal law, the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") (20 U.S.C. Section 1400 *et seq.*) and for eligibility for federal and state special education funds pursuant to Education Code Section 47641(a).
- C. IDEA: The Charter School will ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School is solely and independently responsible for compliance with the IDEA and state special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking admission to and/or enrolled at the Charter School. The Charter School shall follow the plan for "Services for Students under the IDEA," as outlined in the Charter.
- D. Notice. Upon acceptance in the SELPA, the Charter School will provide the District evidence of membership. In accordance with Education Code Sections 56195.3(b), notice of a change in the Charter School's election of LEA status or a change in the SELPA in which the Charter School participates as an LEA must be provided to the District and the Charter School's current SELPA at least one year before the effective date of the change.

E.

Funding. All special education funding due to the Charter School shall be apportioned through the allocation plan of the SELPA of which Charter School is an LEA member, and shall not be forwarded to the District. For any year in which it participates as an LEA for SELPA, the Charter School shall not be required to pay a contribution to the District for District-wide special education funding.

- F. Section 504: The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), and all Office of Civil Rights mandates for students enrolled in the Charter School. The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at the Charter School may be eligible for such services under Section 504. The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School. The Charter School shall adopt legally compliant Section 504 policies, procedures and forms.

## IX. AUDIT

- A. The Charter School will contract and pay for an independent annual audit of the Charter

School's financial affairs. The audit will verify the accuracy of Charter 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)(I).

## **X. FACILITIES**

As the Charter School is a non-classroom based/personalized learning charter school, the Charter School and the District understand and agree that the Charter School must serve any interested students throughout San Bernardino County and adjacent counties pursuant to Education Code Section 51747.3, and 47605, subdivisions (d)(1) and (d)(2)(A). Additionally, the Charter School must provide appropriate services and resources to enable the Charter School's students to complete their independent study successfully. As such, the Charter School utilizes resource centers to facilitate its independent study program and offer support services to students including, but not limited to, testing, tutoring, enrichment, special education services, and teacher-student meetings.

The Charter School shall locate and operate one resource center within San Bernardino County per Education Code Section 47605.1(d), as follows:

- Redlands Resource Center (and Business Office)  
1826 Orange Tree Lane  
Redlands, CA 92374

In addition, the Charter School shall locate one resource center within Los Angeles County per Education Code Section 47605.1(c), as follows:

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- Santa Clarita Resource Center  
16530 Lost Canyon Road  
Santa Clarita, CA 91387

The Charter School represents and affirms that its Redlands Resource Center complies with all requirements of Education Code Section 47605.1(d), in that the Charter School has attempted to locate a single site or facility within the boundaries of the District to house its entire program, but such a facility or site is unavailable in the area in which the Charter School chooses to locate. The Charter School further represents and affirms that it has complied with all notification requirements in order to operate the site outside of the District's boundaries but within San Bernardino County pursuant to Education Code Sections 47605(a)(5) and 47605.1(d), including providing the requisite notice to the State Superintendent of Public Instruction, San Bernardino County Superintendent of Schools and

the Redlands Unified School District in which the Redlands Resource Center is located. Specifically, the Charter School represents and affirms that it engaged Guy Arnone/RealtyOne Group to conduct a search within the District's geographic boundaries for any single site or facility to house the Charter School's entire program. The Charter School further represents and affirms that the realtor's search resulted in zero (0) properties for lease within the District's boundaries that met its requirements to house the entire program.

Further, the Charter School affirms that its Santa Clarita Resource Center is: (1) used exclusively for the educational support of students who are enrolled in the Charter School's nonclassroom-based independent study program, and (2) the Charter School provides its primary educational services in, and a majority of the pupils it serves are residents of, San Bernardino County.

The Certificates of Occupancy, Insurance and all other records will be kept on file by the Charter School. The Charter School will maintain active safety plans on file and will hire its own contractors and other appropriate resources as necessary in order to perform maintenance and operations functions required at its facility.

All facilities operated by the Charter School shall be located in accordance with the location and geographic and site limitations of the Charter Schools Act of 1992, including Education Code Sections 47605 and 47605.1. The change of location of any existing facilities, including Resource Centers, used for the education of Charter School students and the addition of any new such facilities, shall constitute a material revision to the Charter. The Charter School shall not relocate any currently operating Resource Centers or open any new Resource Centers or other facilities to be used for the education of students nor operate any other sites pursuant to this Charter without first obtaining approval from the District Governing Board as a material revision to the Charter, which approval shall not be unreasonably withheld.

## **XI. INSURANCE AND RISK MANAGEMENT**

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The Charter School shall purchase and maintain in full force and effect at all times during the term of the Charter insurance in amounts and types and provided to the District's risk manager and as specified below.

No coverage shall be provided to the Charter School by the District, including self-insured programs or commercial insurance policies. In the event Charter School adds locations, it shall continue to be the Charter School's responsibility, and not the District's, to monitor its vendors, contractors, partners, or sponsors for compliance with all insurance requirements.

The Charter School's obligations to acquire and maintain insurance as provided in this Agreement shall survive the revocation, expiration, termination, or cancellation of the Charter or this Agreement or any other agreement between the parties or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter to cease operations until the Charter School has fully complied with the Closure Protocol set forth in the Charter and/or any closure or termination

procedures or requirements in this Agreement or other agreement between the parties and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting the Charter, Agreement, or other agreement between the parties and/or the defense, indemnity, and hold-harmless obligations of the Charter School, throughout the life of the Charter, Agreement or other agreement between the parties, the Charter School shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$10,000,000 per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of \$10,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.
- B. General Liability Insurance Endorsement Negligence Related to **Corporal Punishment** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$10,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$10,000,000 per occurrence.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate.



WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of GLC/Gorman Learning Charter Network. If any Lucerne Valley Unified School District property is leased, rented or borrowed, it shall also be insured by GLC/Gorman Learning Charter Network in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$5,000,000. This Professional Liability insurance and/or coverage must be "claims made" and not "claims made and reported."

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators' legal liability and error and omissions in an amount not less than \$2,000,000 per "claim" with an aggregate policy limit of \$2,000,000.

FIDELITY BOND coverage shall be maintained by GLC/Gorman Learning Charter Network to cover all GLC/Gorman Learning Charter Network employees who handle, process or otherwise have responsibility for GLC/Gorman Learning Charter Network funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence.

All of the commercial liability insurance and/or coverage required by the foregoing provisions of this Agreement other than workers compensation shall: (a) be endorsed to name the District, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "District and the District Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of the Charter School's insurance and/or coverage required by the foregoing provisions of this Agreement and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School; (c) all insurance and coverage shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) all insurance and coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Agreement shall state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to

the District by U.S. Mail or by electronic delivery. The acceptance by the District of the insurance and/or coverage required by the foregoing provisions of this Agreement shall in no way limit the liability or responsibility of the Charter School or of any insurer or joint powers authority to the District.

#### **VERIFICATION OF COVERAGE**

The Charter School shall provide to the District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Agreement, including all declarations, forms, and endorsements, which shall be received by the District's risk manager within thirty (30) days of the approval of the Charter and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of Charter School to defend, indemnify, and hold harmless the District and the Indemnitees.

#### **DEDUCTIBLES AND LIMITS OF LIABILITY**

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Agreement shall not reduce or limit the obligation(s) of Charter School to defend, indemnify, and hold harmless the District and the District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Agreement shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

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Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Agreement must be declared to the District.

Charter School shall promptly respond to all inquiries from the District regarding any claims against Charter School and/or any obligation of Charter School under the foregoing provisions of this Agreement and the Charter.

#### **XII. SCHOOL CLOSURE PROTOCOL**

In the event of revocation or school closure, the Charter School shall ensure that the person(s) responsible for implementing the Charter School's closure protocol shall be experienced in dissolution and closure of public educational programs and such person(s) shall comply with all legal requirements regarding the confidentiality of student records. The Charter School's Chief Executive Officer shall serve as the official contact for purposes of implementing the closure

protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining net assets. At a minimum, the closure protocol shall contain the following:

- A. Identification of the Chief Executive Officer who will oversee and conduct the closure process; this provision shall include a process to ensure that it is updated no less than annually or when any change is made.
- B. Notification of students and families of the Charter School closure.
- C. Security of student and business records.
- D. Identification of all assets and liabilities and plan for transfer as detailed in the charter.
- E. Final audit to be paid for by the Charter School.
- F. Identification of funding to be used for closure expenses including the final audit.
- G. Dissolution of the Charter School and, if applicable, the nonprofit corporation.

The Charter School's procedures shall also satisfy the definition of "closure procedures" in Title 5, California Code of Regulations section 11962, to the extent that Section imposes, or is amended to impose, additional requirements.

Closure procedures will not begin until applicable appeal rights have been exhausted or have expired. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the District shall serve written notice on the Charter School that the closure procedures have been invoked. The Charter School shall immediately identify the specific individual who is responsible for coordinating the Charter School's closure activities and shall notify the District. The District shall identify a staff person who shall work with the Charter School to confirm the completion of all closure activities.

### **XIII. 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, modification and supplements (1) are in writing, signed by an authorized representative 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. 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.
- D. Consent. Where consent, approval or mutual agreement is required of a party, it shall not

be unreasonably withheld or delayed.

- E. Default. If either party refuses or fails in any material respect properly to 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, provided the failure to immediately cure the default would not present a danger to the safety or welfare of the charter school students or the public. 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 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 the State or other granting entity, then the District shall only be granted a period of ten (10) working days to cure such default.
- F. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the dispute resolution procedure set forth in the Charter.
- G. 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 supersedes all prior renegotiations, representations and agreements, either oral or written.
- H. 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, 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.
- I. 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.

- J. 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.
- K. 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, extent or intents of this Agreement or any of the provisions hereof.
- L. 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 purpose.
- M. Employee Return Rights. No public school employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the school district may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School shall be considered the exclusive employees of the Charter School and not of the District. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

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- 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:

To the District at:

Lucerne Valley Unified School District  
8560 Aliento Road  
Lucerne Valley, CA 92356

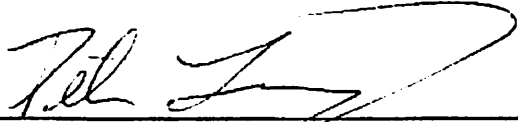
To the Charter School at:

Gorman Learning Center  
1826 Orange Tree Lane  
Redlands, CA 92374

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

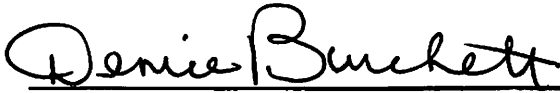
Dated: \_\_\_\_\_

4/12/18

  
Peter Livingston, Superintendent  
Lucerne Valley Unified School District

Dated: \_\_\_\_\_

4/19/19

  
Denice Burchett, Executive Director  
Gorman Learning Center