



Encore JR/SR High School

Special Board Meeting- April 28, 2021

Complied by Joelle Schwarck and Reviewed by Wayne Strumpfer
YM&C

Amended on April 27, 2021 at 7:20 PM PDT

Date and Time

Wednesday April 28, 2021 at 8:00 PM PDT

Location

This meeting is being held virtually in compliance with the Governor's Executive order N-29-20.

Website: www.encorehighschool.com If you would like to speak during public comment, please email your name, the item you would like to comment about, and your comment, to board@encoreedcorp.com. These comments will be read aloud during open session at the board meeting for up to three (3) minutes. The chance to add public comment through emails will close after the public comment agenda item is completed.

The Order of Business may be changed without notice: Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. Reasonable Limitations May be placed on public testimony: The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed. For any person requiring a translator, this time will be doubled to account for translation time. Reasonable Accommodation for any individual with a Disability: Pursuant to the Rehabilitation Act of 1973, any individual with a disability who requires reasonable accommodation to attend or to participate in

this meeting of the Governing board may request assistance by contacting the EEC (760) 949-2036. Public Documents relating to Open Session Agenda items are available for review by the public at the Reception Desk at Encore Education Corporation’s Executive office or on the internet at www.encorehighschool.com. For more information concerning this agenda, please contact EEC (760) 949-2036.

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
II. Development			8:01 PM
A. Memorandum of Understanding	Vote	Denise Griffin	30 m
<p>Presentation, discussion, and vote to approve Memorandum of Understanding between Encore and Hesperia Unified School District as part of a condition for approval of charter renewal for the term 2021-26.</p>			
III. Closing Items			8:31 PM
A. Adjourn Meeting	Vote		

Encore Education Corporation does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender identity or expression, age, national origin (ancestry), ethnic group identification, mental and physical disability, marital or parental status, sex, sexual orientation, or military status, or genetic information in any of its activities or operations. The perception of one or more of such characteristics: or association with a person or group with one or more of these actual or perceived characteristics. Encore Education Corporation is an equal opportunity employer.

Cover Sheet

Memorandum of Understanding

Section: II. Development
Item: A. Memorandum of Understanding
Purpose: Vote
Submitted by: Denise Griffin

Related Material:

FINAL for execution HUSD-Encore MOU 2021-26.PDF

FINAL Attachment A Conditions of Approval of Encore Renewal Charter.PDF

BACKGROUND:

Presentation, discussion, and vote to approve Memorandum of Understanding between Encore and Hesperia Unified School District as part of a condition for approval of charter renewal for the term 2021-26.

RECOMMENDATION:

Encore staff recommends approval of this item.

CONDITIONS OF APPROVAL OF ENCORE RENEWAL CHARTER

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
I. GENERAL			
A. MOU	<ol style="list-style-type: none"> Finalization and Execution of MOU in the form and including the terms satisfactory to the District Superintendent or designee, in their sole discretion. 	<ol style="list-style-type: none"> NA 	<ol style="list-style-type: none"> May 1, 2021 (Executed by Encore in time to include on agenda for District Board meeting of May 3, 2021)
B. Retain Third-Party Consultant(s)	<ol style="list-style-type: none"> Encore shall retain third-party consultant(s) (or specialists) to assist with meeting all terms of conditional renewal and providing ongoing management and educational program support, training, and assistance. All consultant(s) will be subject to District approval. Consultant support will be required in at least the following areas: educational program, particularly with EL program, independent study program, and CTE; internal controls; board governance and transparency. Consultant will meet/confer with District at least quarterly to discuss services performed, recommendations made, action taken by Encore based on those recommendations, goals reached, and upcoming and remaining items to be addressed. If Encore does not adopt/implement consultant's 	<ol style="list-style-type: none"> Evidence of Encore's action on and implementation of consultant's recommendations. Effectiveness of Encore's implementation of recommendations. Outcome of changes made based on consultant input and recommendations. Ability to pivot if recommendations are unsuccessful, including proactively reaching out to the District. 	<ol style="list-style-type: none"> Encore to provide proof of Board approval of third party consultant's contract by May 1, 2021. Begin quarterly meet/confer with District by April 15, 2021. If third party consultant's contract ends or is otherwise terminated, Encore to propose replacement consultant within 2 weeks, and hire within 4 weeks of District approval.

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	<p>recommendation, Encore will provide a clear, written explanation regarding reason(s) for declining/failing to act on consultant’s recommendation.</p> <p>5. This consultant will be authorized/encouraged to speak freely and maintain an open line of communication with District representatives.</p>		
II. EDUCATIONAL PROGRAM			
<p>A. Data and Data Analysis</p>	<ol style="list-style-type: none"> 1. Provide appropriate steps or plans to address the performance concerns indicated by available data for: <ol style="list-style-type: none"> a. All students; b. English Learners; c. Chronic Absenteeism 2. Encore shall work with third party consultant to create a Data (collection and use) Mapping Program 3. Encore shall review the State Board of Education’s adopted approved list of valid and reliable assessments that constitute “verified data” for purposes of Education Code Section 47607.2(c) and implement as necessary the use of additional verified data throughout the term of the Charter to ensure that it will be able to measure its student progress on an ongoing basis and have available at the time of its next renewal multiple forms of verified data to determine academic growth and/or strong postsecondary 	<ol style="list-style-type: none"> 1. Draft plan submitted to District by April 9, 2021. 2. Meet with District staff to discuss plan within 7 days of submission. 3. Proposed Data Mapping Program will be submitted to District by April 30, 2021. 4. Clearly written Professional Development Plan for Data Analysis 5. Dates & Topics of PD 	<ol style="list-style-type: none"> 1. Encore Board to adopt performance improvement plan by April 30, 2021. 2. Adoption of Data Mapping Program by November 1, 2021. 3. Evaluation and update of Data Mapping Program by November 1, 2021. 4. Adoption of additional assessments that comport with “verified data” requirements for renewal by April 23, 2021. 5. Develop and submit data

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	<p>outcomes.</p> <p>4. Develop Professional Development plan to support staff’s understanding of data analysis (purpose & how to analyze data) and how to utilize data to support student learning.</p> <p>a. Must be focused, based on data, to achieve a specific school wide goal</p> <p>b. Evidence of attendance, including list of dates, times, agenda, and professional development (“PD”) topics for staff to attend</p> <p>c. Encore CEO and COO shall attend all PD on data analysis.</p>		<p>analysis PD plan that meets requirements by April 30, 2021 for the 2021-22 school year.</p> <p>6. Maintain documentation of attendance.</p>
<p>B. Educational Program and Outcomes</p>	<p>Submit documentation that demonstrates sufficient understanding of sound educational program, by which Encore must:</p> <p>1. Provide a thorough explanation of Encore’s educational programs to allow the District to assess these programs.</p> <p>a. Independent Study</p> <p>b. CTE</p> <p>c. A-G classes – provide evidence of Encore Board approval</p> <p>2. Provide sufficient evidence of sound educational program to address the needs of underperforming</p>	<p>1. Legally compliant and clear.</p> <p>2. Demonstrated understanding of educational program and applicable legal requirements at all levels based on evidence.</p> <p>3. Drafts submitted to District by April 23, 2021, including updated budget documents (including funding source) to fund necessary programmatic changes, consultant services, and PD.</p>	<p>1. Final plans submitted to District by May 1, 2021.</p>

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	<p>student subgroups (including plan for English Learners [“EL”] discussed more fully below).</p> <p>3. Propose plan for achieving sufficient expertise amongst personnel in data analysis, English learner education, special education, independent study, career technical education, core academics, college and career preparation, and dual enrollment.</p> <p>4. Develop local success indicators that would help Encore monitor student progress and drive improvement of instructional practices throughout the term of the Charter..</p>		
<p>C. Rigor of Curriculum and Master Schedule</p>	<p>1. Reevaluate course offerings in light of District Staff's concerns articulated in Supplemental Staff Analysis regarding Education Program and Outcomes, and take action to ensure a primary focus on rigorous academics taught in-person by qualified, certificated teachers, rather than on elective/extracurricular courses. This will necessarily include revisions to the course catalog, course offerings, and Master Schedule.</p> <p>2. Core and academic courses to be taught throughout the school day, not concentrated in zero period.</p> <p>3. Meet with Ed Services to clarify any concerns at any point in the process.</p> <p>4. All classes will have a maximum of no more than a 37 to 1 student to teacher ratio, with the exception of the</p>	<p>1. Degree to which core classes are the driver and balance of academic vs. elective classes</p> <p>2. Prepare clearly written and comprehensive separate draft Master Schedules for high school and for middle school in-person classes and IS classes, delineating such things as grade levels, teachers, and appropriate class sizes (i.e. not to exceed 37) (in format used by District or that has received prior approval from Ed Services)</p>	<p>1. Submit draft updated Master Schedules to District by April 15, 2021.</p> <p>2. Provide updated Master Schedules that comply with these requirements annually by July 30 for the upcoming school year.</p>

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	<p>Senior Seminar on Government/Economics, which will be allowed to have up to a 60 to 1 student to teacher ratio as part of Encore’s plan for preparing students for larger class sizes in general education courses at colleges and universities. In the event that the Senior Seminar on Government/Economics enrolls more than 37 students to 1 teacher, the class shall also at all times have an assigned dedicated aide to assist the teacher with the class (this dedicated aide must be specifically assigned to the class and shall not concurrently serve as an aide assigned to assist a particular student(s), otherwise serve as a special education aide or similar in the Senior Seminar, or have any other functions during the Senior Seminar).</p> <p>5. Develop separate high school and middle school Master Schedules for in-person classes, clearly delineating grade levels, a focus on providing more opportunities for students to attend core classes in person and ensure appropriate class sizes</p> <p>6. Develop Master Schedule for IS classes clearly delineating grade levels (middle school, high school), a focus on providing more opportunities for students to attend core classes and ensure appropriate class sizes (i.e. do not exceed 37)</p> <p>7. All Master Schedules to ensure proper placement of teachers and balance of core/a-g and elective classes</p>		
<p>D. Course of Study</p>	<p>1. A complete listing of courses to include:</p>	<p>1. Course of Study that includes all requisite components.</p>	<p>1. Develop and submit complete listing of</p>

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	<ul style="list-style-type: none"> a. Course Description b. Department c. Grade Level d. State course code e. Pre-requisites f. Whether A-G and, if so, what category g. Format of course (online, IS, in person) 	<ul style="list-style-type: none"> 2. Explanation/Description of course approval process provided to District by April 15, 2021. 3. Evidence of VPA to CTE course transition and/or adoption provided to District by April 15, 2021. 	<p>courses, as required by April 30, 2021.</p>
<p>E. Professional Development</p>	<ul style="list-style-type: none"> 1. Develop and implement an annual PD plan, with specified purpose (specifically targeted to areas of need at Encore), goals, schedule, and list of employee groups required to attend. 2. CEO and/or COO shall attend most PD that is part of this organized plan. The annual PD plan submitted to District shall specifically designate which PD will be attended by CEO and which PD will be attended by COO, and District shall have final authority to determine whether the attendance plan is sufficient or if CEO and/or COO must attend additional specified PD.. 3. Encore may implement additional, separate PD as it deems appropriate for individual positions or needs (CEO and COO attendance not required) 	<ul style="list-style-type: none"> 1. Prepare annual PD plan. 	<ul style="list-style-type: none"> 1. Submit annual PD plan by May 15 each year for the following year. 2. Maintain documentation of attendance.
<p>F. English Learners</p>	<ul style="list-style-type: none"> 1. Develop plan for English learners (“EL”) that addresses 	<ul style="list-style-type: none"> 1. Legally compliant and clear EL plan 	<ul style="list-style-type: none"> 1. EL task force

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	<p>deficiencies in Encore’s provision of designated and integrated ELD to all of its English learners.</p> <ol style="list-style-type: none"> 2. Create EL task force. 3. Write EL Plan to meet legal requirements, including procedural guidelines and criteria for placement of ELs at all proficiency levels, and demonstrates a commitment to supporting access to core curriculum 4. Include Designated & Integrated ELD in Master Schedule. 5. Retain outside assistance (educational consultant with expertise in ELD curriculum and instruction) to assist. <ul style="list-style-type: none"> • Retain consultant(s) to provide assistance in implementing this restructured curriculum, including providing PD to Encore staff (including CEO and COO) to equip them with effective instructional strategies to support Encore’s English learners. 	<ol style="list-style-type: none"> 2. Evidence of Designated & Integrated supports in Master Schedule 3. Submit plan for outside support and assistance (in addition to services from third party consultant). 	<p>established and list of members provided to District by April 30, 2021.</p> <ol style="list-style-type: none"> 2. Submit documentation to District Staff by April 23, 2021. 3. Hiring and implementation of consultant support and assistance by April 30, , 2021. 4. Documentation of PD, including dates, times, locations of PD; instructors; attendance. This documentation to be provided to District by May 28, 2021.

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<p>G. Independent Study Program</p>	<ol style="list-style-type: none"> 1. Update and modify Independent Study (“IS”) program to be legally compliant and educationally sound and that also resolves any and all outstanding concerns, including remediation of the following: <ol style="list-style-type: none"> a. Specify how often (minimum) independent study students meet with their certificated teacher, and how these meetings are documented (and not replaced by meeting with ISC); b. Specify how often (minimum) independent study students meet with their ISC, and how those meetings are documented. c. Specifics of the difference between the role of and meetings with certificated teachers vs. ISC. d. Submit sample of assessment that is given to determine whether IS is appropriate for a particular student; e. Rectify issue re transferring students to IS as a response to correcting chronic absenteeism. <ol style="list-style-type: none"> (i) Propose and implement appropriate alternative for correcting chronic absenteeism. f. Provide updated master schedule for independent study teachers with data regarding the number of students in those courses. g. Submit legally compliant Master Agreement 	<ol style="list-style-type: none"> 1. Prepare and submitted clearly written, comprehensive, proposed IS Program, with supporting documentation, by April 1, 2021. 2. As required above, develop clearly written and comprehensive Master Schedule for IS classes delineating such things as grade levels, teachers and appropriate class sizes 3. Board adoption of necessary policies. 4. Encore’s counseling will prepare a quarterly report for Encore’s School Board describing current enrollment ratios. 	<ol style="list-style-type: none"> 1. If by May 1, 2021, District Superintendent or designee (in their sole discretion) is not satisfied that the IS plan and documentation is comprehensive and legally compliant, Encore will eliminate the IS program (which will be specified in MOU and/or Charter) and will not offer an IS program unless and until the District Board approves its addition as a material revision to Encore’s Charter. 2. If Encore offers an IS program, Encore’s annual audit shall explicitly be required to include testing of its IS program.

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	<p>(including a completed sample from an actual student).</p> <p>h. Develop and adopt BP/AR for IS Program.</p> <p>i. Develop Master Schedule for IS classes clearly delineating grade levels (middle school, high school), a focus on providing more opportunities for students to attend core classes and ensure appropriate class sizes.</p> <p>j. As specified in Charter, Encore’s Independent Study Program is limited to no more than 10% of overall enrollment.</p>		
<p>H. Career Technical Education</p>	<ol style="list-style-type: none"> 1. Encore, in consultation with third party consultants, will provide an educationally sound and legally compliant CTE Program Framework for the upcoming Charter term. 2. Provide detailed explanation and supporting documentation discussing how CTE is currently being offered at Encore. 3. Demonstrate CTE Pathway design and implementation (Sequence, CalPads Code, Hours, standards). 4. Clarify and demonstrate conversion process of VPA courses to CTE pathways. 5. Demonstrate CTE Compliance specific to Civil Rights 	<ol style="list-style-type: none"> 1. Submit Course Sequence documentation with requested components <ol style="list-style-type: none"> a. Course descriptions demonstrating pathway compliance - and approval process b. CTE CalPads Reports 19/20 & 20/21 c. Master Schedule - middle school and high school separated out 2. No fees to students 3. Civil Rights Review Program Instrument Evidence 	<ol style="list-style-type: none"> 1. Submit evidence of completion of Civil Rights Review by April 30, 2021. 2. Submit all CTE documentation and plans to District by no later than May 28, 2021. 3. Encore to implement legally compliant CTE plan and program no later than July 1, 2021.

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	<p>Review.</p> <p>6. Describe how CTE program will be monitored.</p> <p>7. Encore will not reference or advertise “dual enrollment” unless and until it has a formalized agreement in place with Victor Valley College (VVC).</p>		
I. Graduation Requirements/A-G	<p>1. Develop clear, accurate, and consistent graduation requirements</p> <p>2. Create or update Board Policy regarding graduation requirements</p>	<p>1. Prepare clear and consistent graduation requirements, and update Board policies as appropriate..</p> <p>2. Disseminate consistent graduation requirements by updating student handbook, website, and other methods generally utilized to communicate with stakeholders.</p>	<p>1. Updated graduation requirements to be specified in MOU and/or corrected Charter and disseminated to all stakeholders prior to July 1, 2021.</p>
J. LCAP	<p>1. Encore will follow statutory process to update its 2021-22 LCAP to include how it will address its past declines in academic performance.</p> <p>2. Provide District written update on progress in implementing LCP and Encore’s progress towards its goals.</p>	<p>1. Timely update LCAP in compliance with statutory requirements.</p> <p>2. Involve stakeholders beyond surveys, including holding meetings with stakeholders and communicating transparently with stakeholders about how Encore arrives at its goals.</p>	<p>1. Provide report on LCP progress by April 30, 2021.</p> <p>2. Submit updated LCAP by July 1, 2021.</p>
K. Dual Enrollment	<p>1. Encore will not reference or advertise “dual enrollment” unless and until it has a formal CCAP agreement in place with Victor Valley College (VVC).</p>	<p>1. Obtain and submit verifiable assurances from VVC regarding proposed partnership with Encore, and provide copy of proposed</p>	<p>1. Dual enrollment, and advertising or recruiting for such, may not be</p>

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	2. Should Encore and VVC enter into a CCAP agreement to permit dual enrollment, it may necessitate changes to the Charter, MOU, website, handbook, recruitment information, etc.	MOU to District. 2. Encore to keep District apprised of status of negotiations with VVC and plan for implementation of any dual enrollment program, with at least 30 days' notice prior to implementation.	advertised or implemented unless and until CCAP approved by Encore and VVC after appropriate notice to District.
L. Establish an appropriate School Site Council and ELAC	1. Ensure that the School Site Council (“SSC”) and English Language Advisory Committee (“ELAC”) are established and composed consistently with Education Code requirements.	1. Submit a list of SSC and ELAC members and outline the process used to establish each.	1. Establish ELAC and SCC by April 30, 2021 and maintain throughout Charter term.
III. FISCAL/OPERATIONAL			
A. Liability/Insurance Coverage	1. Submit proof of insurance coverage complying with all insurance provisions of the Charter to District’s Director of Risk Management by the dates set forth in the Charter.	1. By May 1, 2021 submit complete documentation (not limited to certificates of insurance). 2. Sufficiency of insurance coverage	1. Proof due by February 9, 2021 (extended to May 1, 2021). 2. Thereafter, Encore must submit proof of insurance by July 1st and January 1st of each year and at the time of any changes.
B. Controller	1. Hire a qualified Controller by March 1 and the Controller to start full-time by May 1, 2021. Encore must notify the District as soon as possible if it believes	1. Hire a qualified candidate by March 1, 2021.	1. Provide employment contract or Board minutes evidencing hire

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	<p>that there will be any deviation from this plan.</p> <ol style="list-style-type: none"> 2. At all times during the Charter term, Encore must employ a full-time Controller or more senior fiscal administrator. 3. Encore must provide a description of the projects that the Controller will take on during the period between their hire and full-time commencement of the position [purpose: to ensure that the Controller is up to speed as soon as possible] 4. The Controller must have at minimum a bachelor’s degree in business, accounting, or finance and experience with public/charter finance. 5. Revise minimum qualifications for controller position 6. Affirm: <ol style="list-style-type: none"> a. That Encore must at all times maintain a Controller or more senior fiscal administrator b. The Controller’s independence from administration and authority to carry out their responsibilities without approval or interference from more senior administrators, including, but not limited to, the ability to audit/investigate past and current fiscal practices; to recommend changes to these fiscal practices to the Board; to implement updates to fiscal practices (including internal controls), and to report any obstruction of their ability to carry out these duties to the Encore 	<ol style="list-style-type: none"> 2. Submit documentation of updated qualifications for position. 3. Provide evidence of Controller’s clear authority to make recommendations and to implement changes 4. Submit written description of means by which Controller will address internal control weaknesses, with timelines. 	<p>by March 1, 2021. <i>[District notes that Encore has stated that the Controller was hired, but Encore has not provided this evidence of hiring. Proof must be provided by April 1, 2021.]</i></p> <ol style="list-style-type: none"> 2. Full time on-site by May 1, 2021.

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	<p>Board and, when applicable, to the District. Will also require clear and firm anti-retaliation protections.</p> <p>7. Identify with specificity (a) the Controller’s ability to, (b) the steps that the Controller will take, and (c) the timeline for addressing the concerns identified by Encore’s external auditors and/or the District regarding Encore’s internal controls. This must be met with a checklist of measures that includes milestones.</p> <p>a. Include timeline of specific operational practices/policies that Controller will be expected to review and update as appropriate (e.g. cash handling, reimbursement for expenses, etc.) and timeline for review and update.</p> <p>8. Ongoing condition – maintain proactive and open communications with the District regarding the success/failures with Encore’s approach to addressing internal control deficiencies and other aspects of the program.</p>		
<p>C. Internal Controls</p>	<p>1. Correct all internal control findings related to Encore’s financial operations, ASB finances, and student fees. Change of name/designation from “ASB” shall not serve to limit or reduce the internal controls over the funds and accounts.</p> <p>2. With guidance of Controller and/or back office provider, Encore to establish and maintain separate accounts, without commingling student funds, general operating</p>	<p>1. Reduction or elimination of audit findings re internal control weaknesses in annual audit.</p> <p>2. Ability/authority of Controller to make and effectuate recommendations to address internal control weaknesses.</p> <p>3. Establishment of separate accounts for</p>	<p>1. Establishment of separate accounts for student revenues/expenses and general operating revenues/expenses by July 1, 2021.</p> <p>2. All corrections</p>

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	<p>funds, and/or petty cash (revolving cash) in a single account.</p> <ol style="list-style-type: none"> 3. Stop use of debit cards. 4. Credit cards to be obtained and/or used only upon adoption and implementation by Controller of use policy. 5. Correct any internal control weaknesses leading to unlawful pupil fees. 	<p>separate types of funds. To be clear, there shall not be any commingling of student revenues/expenses with general operating revenue/expense accounts. There must be a separate account for the general operations of the schools, and a separate account for student-type revenues and expenses. While this should already be in place, it must be fully instituted by July 1, 2021.</p> <ol style="list-style-type: none"> 4. Ongoing implementation of internal control improvements. 5. Immediate stoppage of use of debit card. 6. Monthly reporting from third party bookkeeper to Encore on the “Student Services Debit Account,” including reimbursement and reconciliation of expenses. 7. Continued monthly reporting to Encore from its third party finance consultant. 	<p>implemented by June 30, 2022.</p> <ol style="list-style-type: none"> 3. No internal controls audit findings by deadline for 2021-22 audit report. 4. Monthly reports to continue throughout Charter term.
<p>D. PPP Loan</p>	<ol style="list-style-type: none"> 1. Provide copy of PPP forgiveness letter from the federal government, and/or any other documentation relating to any determination that the loan is not forgiven or only partially forgiven. 2. Encore’s budget assumptions to be updated to reflect status of PPP loan, when Encore provides its Adopted Budget, Interim Reports and Unaudited Actuals to the 	<ol style="list-style-type: none"> 1. Timely submission of any correspondence and any follow up documentation regarding forgiveness of the PPP loan to the District. 2. Be transparent and handled consistently with strong internal controls. <ol style="list-style-type: none"> a. Modifications made and implemented 	<ol style="list-style-type: none"> 1. Encore to provide notice of forgiveness determination within two business days of receipt. If Encore does not receive notice of forgiveness by June 30, 2021, it shall submit

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	<p>District.</p> <p>3. If not fully forgiven, Encore will submit corrective action plan and updated budget (including substantive description of any necessary changes to Encore’s operations) to District satisfaction for operations without PPP forgiveness.</p>	<p>such that lack of forgiveness does not raise concerns in annual audit</p>	<p>updated budget documents by August 1, 2021, premised on PPP not being forgiven.</p> <p>2. If PPP is not fully forgiven, or Encore does not receive notice of forgiveness by June 30, 2021, Encore to submit corrective action plan and updated budget by August 1, 2021.</p> <p>3.</p>
<p>E. Riverside Campus Closure</p>	<p>1. Encore to continue to update its assumptions and impact of closing the Riverside Campus within its 20/21 Second Interim Report, 21/22 Adopted Budget, and 20/21 Unaudited Actuals. All future financial reports shall be updated upon the final completion of the actual financial position as determined by the Auditor of the Riverside Campus.</p> <p>2. If closure activities have substantively different result (+ or – greater than \$5,000) than currently projected, Encore will submit corrective action plan and revised budget documents to District satisfaction.</p>	<p>1. Information timely submitted to the District</p> <p>2. Determine any and all resulting liabilities from outstanding receivables.</p> <p>3. Degree of impact of closure on Encore Hesperia’s operations – Riverside as of July 1, 2021.</p>	<p>1. All conditions & measurements must be met by deadline for 2020-21 audit report</p>
<p>F. Budget</p>	<p>1. Encore shall provide all major/significant budget assumptions to the District as outlined in the</p>	<p>1. Reasonableness of projections.</p>	<p>1. Submission of Budget by July 1, First Interim</p>

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	<p>Charter. All assumptions must be supported by financial trends of the school or supported by actual projected assumptions made by the California Department of Education or School Services of California. These major assumptions will be in the areas of Enrollment/ADA, revenues, compensation increases, staffing and any major expenses that are being planned by Encore.</p>	<ol style="list-style-type: none"> 2. Level of input from Controller, back office provider, etc. 3. Accuracy 	<p>Reports by December 1, Second Interim Reports by March 1, and Unaudited Actuals by September 1.</p>
<p>G. Fiscal Solvency</p>	<ol style="list-style-type: none"> 1. All future deficit spending must cease.. Reserves must be maintained at a 5% level. This will be measured through the evaluation of Encore’s June 30, 2021 and June 30, 2022 Audit Reports. 	<ol style="list-style-type: none"> 1. Level of reserves 	<ol style="list-style-type: none"> 1. Deficit spending stopped and 5% reserve achieved and reflected in deadline for 2021-22 audit report.
<p>H. Unlawful Pupil Fees</p>	<p>Completion of the following:</p> <ol style="list-style-type: none"> 1. Revise and update Encore Appendix 77 “Pupil Fee” and website to accurately reflect the law and Encore’s ability, as a charter school, to charge certain fees and specify prohibited fees. Must be based on the law, not “examples” from other entities. 2. Independent review of Encore’s past and present practices and policies regarding pupil fees. This review must be conducted by a neutral party (not an advocate or representative of Encore) with sufficient expertise and knowledge in this specific issue and/or their familiarity with CDE’s application of the free school requirements when it reviews pupil fees complaint appeals, and result in a neutral report that addresses, among other things, (1) 	<ol style="list-style-type: none"> 1. Transparency 2. Impact of changes on Encore’s program 3. Impact of changes on Encore’s budget 4. Consistent with laws, regulations, and policies 5. Identify the independent reviewer, including qualifications, by April 30, 2021. 6. Provide independent reviewer with full and complete access to all records, including information from prior website re program charges, communications to students and 	<ol style="list-style-type: none"> 1. Submit independent report to District by July 31, 2022. 2. Encore to offer reimbursement for any items the reviewer determines were unlawful pupil fees charged within the two years preceding the competition of the report. 3. Encore to implement all changes to practices

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	<p>past fees, donations, expenses, etc. charged to or made by students (including but not limited to those noted by the District in the Notice and Staff Analysis) during the 2016-20 Charter term, including a determination based on a preponderance of the evidence standard, whether those items constituted unlawful pupil fees or were permissible donations and/or fees charter schools are authorized to charge (2) issues recommendations for correcting and eliminating any unlawful fees and best practices.</p> <p>3. Revise websites (including student/class website) to remove any language that may lead to confusion regarding unlawful pupil fees (specifically including eliminating all references to any costs for classes).</p> <p>4. Provide the District with copies of the notices sent to parents re “certain payments” for which Encore offered reimbursements from November 2019 through January 2021.</p> <p>5. Encore to adopt a uniform complaint procedure that complies fully with the requirements of California Code of Regulations, Title 5, Section 4600 <i>et seq.</i>, and is clearly called the “Uniform Complaint Procedure.”</p> <p>6. Submit to District report of any impact that changes to fees practices will have on Encore’s ability to implement the program described in the Charter (this may require material revision to Charter).</p>	<p>families re charges/fees/donations, and financial records.</p>	<p>recommended by the independent reviewer within one month of completion of the report.</p> <p>4. Adopt UCP by June 15, 2021.</p> <p>5. Submit report of impacts on Encore’s program (and potential need for material revision) by September 30, 2021.</p> <p>6. All conditions & measurements must be met by July 1, 2021.</p>
<p>I. Impact on Programming from</p>	<p>1. Remediate District Staff’s concerns about the impact of the correction of/elimination of pupil fees on Encore’s</p>	<p>1. See above</p>	<p>1. All conditions/measurement</p>

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
Compliance with Pupil Fee laws	program offerings.		s must be met by November 1, 2021
IV. GOVERNANCE			
A. Assessment of Organizational Structure	<ol style="list-style-type: none"> In light of Encore’s restructuring to operate only a single school and the historical pattern of declining enrollment, retain a neutral independent investigator to conduct an overall organizational review of Encore, including the appropriateness of the administrative/management staff ratio to the student and non-management staff,. This review shall include assessment of the administrative/management positions (including job duties and job descriptions) and assess the appropriateness of and need for each administrative/management position, the qualifications and compensation therefor, relative to the educational program, size of school, and fiscal condition and whether it comprises an effective balance of positions/expertise in Personnel, Finance, Education, and Governance. This report shall include specific recommendations, including but not limited to recommendations for consolidation and/or elimination of positions and/or revisions to required qualifications and job duties and descriptions. Encore shall provide an explanation of contractors/personnel involved in fiscal procedures within Encore Education Corporation/Encore Jr./Sr. High School, which includes an explanation as to which contractor/personnel handles each piece of fiscal procedures and their qualifications, in the form of a 	<ol style="list-style-type: none"> Organizational Chart that reflects a leadership structure that comports with investigator recommendations. If determined that a reorganization is needed, provide a written plan of implementation to include leadership members, roles and responsibilities and a revised budget. Board approval of reorganization plan. 	<ol style="list-style-type: none"> Submit expert’s report and recommendations to the District by December 1, 2021. Report of team roles has already been submitted.. If reorganization is recommended, develop written plan for implementation of reorganization by March 15, 2022. Encore Board approval of reorganization plan by April 30, 2022.. Implementation of any reorganization plan by July 1, 2022.

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	<p>finance department report.</p> <ol style="list-style-type: none"> 3. If a reorganization is needed, develop the organizational chart with title of positions and roles/responsibilities and updated job descriptions/qualifications. 4. Develop a plan to implement any reorganization. 5. Present to Board for discussion and approval. 		
B. Additional Nonprofit	<ol style="list-style-type: none"> 1. Encore operates with only the single corporation, Encore Education Corporation, and agrees to abandon any plans to create an additional nonprofit corporation or separate entity or organization. Should Encore consider doing so in future, it will first obtain approval of material revision from District Governing Board. 	N/A	N/A
C. Conflict of Interest:	<ol style="list-style-type: none"> 1. Submit updated and corrected versions of any and all Encore policies, handbook provisions, and practices to be consistent with the laws prohibiting conflicts of interests as well as best practices. This must provide actual guidance to officers and employees regarding what constitutes a conflict prohibited by Section 1090 or the PRA and how they are to comply. As part of this requirement, Encore agrees to respond to any follow up questions and concerns that District Staff may have and to comply with any directives issued by District Staff relating to these concerns. 2. Encore shall provide an explanation of its hiring of a 		<ol style="list-style-type: none"> 1. Update and correct policies and related provisions by June 1, 2021 and provide copies to District by June 15, 2021. 2. Provide District minimum of two weeks prior notice of annual trainings. 3. Maintain documentation

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	<p>Board member’s child in violation of its own policy prohibiting the hiring of Encore students within two years of their graduation, as well as an legal analysis of whether this hiring violated Government Code Section 1090, the Political Reform Act, the common law prohibition against conflicts of interest, and/or Encore’s nepotism policy.</p> <p>3. Implement training requirements specified in the Charter re conflict of interests, and including nepotism policy in such trainings.</p>		<p>of training by all Board members, administration, and curriculum development team members (including new members/staff within 90 days of taking the position with Encore).</p>
<p>D. Favoritism/Preferential Treatment</p>	<p>1. Remediate concerns regarding alleged/anecdotal perception of favoritism/preferential treatment. May consider including this as part of independent, neutral review.</p> <p>2. Update and enforce nepotism policy.</p> <p>3. Encore will not hire any relatives to any degree of the current CEO, COO, and/or General Executive Manager.</p> <p>4. All hiring decision will be made or ratified by the Encore Board during a public session.</p>	<p>1. Update -nepotism policy</p> <p>2. Develop and implement a plan for addressing any perceived nepotism or favoritism on the basis of personal/familial relationships and/or donations. Plan shall include a component of public input/discussion of this concern to be held after the commencement of instruction in 2021-22, with notice provided to stakeholders of this opportunity.</p>	<p>1. Nepotism policy to be updated by June 30, 2021. Encore shall comply therewith throughout Charter term.</p> <p>2. Submit plan to address perceptions by July 30, 2021.</p> <p>3. Implement plan by October 15, 2021.</p> <p>4. Board approval/ratification of all hiring decisions effective May 15, 2021.</p>

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
<p>E. Brown Act Compliance and Transparency</p>	<ol style="list-style-type: none"> 1. Encore shall provide access to its Board on Track training module. 2. Encore's legal counsel shall attend all Board meetings through December 2021, with a specific purpose of advising on Brown Act compliance and protecting against Brown Act violations. Encore's attorney shall attend every other meeting for the following six months, after which Encore's attorney shall attend meetings at least quarterly throughout the Charter term. Encore shall commit to increasing its attorney's attendance at meeting should there be substantial concerns with Brown Act compliance. 3. At least as frequently as the annual training, Encore shall have its legal counsel do a review of samples of its agendas, recordings, and minutes to ensure that Encore has been conducting its meetings in compliance with the Brown Act. Should this review reveal concerns with legal compliance, Encore shall correct any violations and develop and implement additional measures (which may include, but are not limited to, legal counsel review of all agendas, attendance at meetings, and additional Brown Act trainings) that are calculated to resolve and remediate any such concerns, and provide a written report of such measures to the District. 4. As specified by Encore, legal counsel to review all agendas prior to posting throughout the Charter term. 	<ol style="list-style-type: none"> 1. Legally compliant agendas posted. 2. Legal counsel attendance at Board meetings. 3. Minutes and recordings timely posted to website. 4. No Brown Act complaints or noncompliance. 	<ol style="list-style-type: none"> 1. Website update, including link to agenda, improved organization and navigation of agendas and minutes, and inclusion of links to backup materials by May 15, 2021. 2. Provide District minimum of two weeks prior notice of annual trainings. 3. Maintain documentation of training by all Board members, administration, and curriculum development team members (including new members/staff within 90 days of taking the position with Encore).

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	<ol style="list-style-type: none"> <li data-bbox="545 298 1346 475">5. Encore shall audio or video record each Encore board meeting (and meetings of any other legislative body for purposes of the Brown Act) and post the audio and/or video recording to the Encore website within two business days of the conclusion of the meeting. <li data-bbox="545 513 1346 873">6. All posted agendas shall include links to the backup materials for each agenda item for which there are electronic versions of backup materials that are not excluded from public disclosure. At the later of (1) the posting of the agenda or (2) the time that the staff provides a final copy of agenda item backup materials to all or a majority of all of the members of the legislative body, it shall post a link(s) in the pertinent agenda item to those materials that are not excluded from public disclosure. <li data-bbox="545 911 1346 1086">7. The homepage of Encore's website shall include a prominent, direct link to the current agenda for each legislative body, which link shall not be hidden within a contextual menu (e.g., a dropdown menu), in accordance with Government Code Section 54954.2. <li data-bbox="545 1162 1260 1227">8. Implement training requirements specified in the Charter re Brown Act. <li data-bbox="545 1268 1327 1367">9. Minutes shall be brought for Board approval at the subsequent meeting and posted on the Encore website within two business days of approval. 		

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	<ol style="list-style-type: none"> 10. Update website as necessary to ensure that agendas and minutes are easily located and navigated. 		
<p>F. Form 700</p>	<ol style="list-style-type: none"> 1. Encore to provide list of Forms 700 (including assuming office, leaving office, and annual) that it has on record for current Charter term, and specify any that should have been filed but were not, and plan to come into compliance as necessary. 2. Encore to identify its code reviewing body, specifically including any change due to closure of Encore Riverside. 3. Encore to update its Form 700 filing and maintenance practices to ensure compliance with maintenance and public disclosure requirements of Education Code Section 81008. Successful submission of (1) all outstanding Forms 700 and (2) an explanation for (i) the delay in providing the Forms, and (ii) why some Forms are missing, and (iii) for what agency Encore has filed its Forms 700. 4. Encore to implement its revised procedures for training reporters and ensuring timely compliance with all Form 700 completion, filing, and maintenance requirements. 	<ol style="list-style-type: none"> 1. All reporters file annual statements by April 1 deadline. 	<ol style="list-style-type: none"> 1. All information provided and updated practices implemented by April 1, 2021, filing deadline. 2. All Forms 700 timely filed throughout Charter term. 3. By April 15, 2021, all Forms 700 properly maintained and provided immediately upon request by any person and/or District in accordance with the Political Reform Act.
<p>G. Corporate Documents</p>	<ol style="list-style-type: none"> 1. Encore shall revise all of its corporate documents as necessary to ensure these documents are consistent with the revised Charter, MOU, and/or these conditions,. 	<ol style="list-style-type: none"> 1. Completeness 2. Consistent with laws, regulations, and 	<ol style="list-style-type: none"> 1. Encore Board approval of updated governance documents by July 30,

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	<ol style="list-style-type: none"> 2. Encore must then submit the proposed changes to its corporate documents to the District Superintendent at least three weeks prior to Encore Board action. If the Superintendent or designee does not object to the changes Encore may proceed with Encore Board action to approve the revisions Encore shall submit the final, approved documents to the District within three days of adoption. 3. Encore legal counsel to conduct training for Board and senior administrators on contents of updated corporate documents. 	<p>policies.</p> <ol style="list-style-type: none"> 3. Approved by the Encore Board 4. Encore Board trained regarding the documents and alerted to any changes 	<p>2021.</p> <ol style="list-style-type: none"> 2. Encore Board and administration trained regarding the revised and updated governance documents within 60 days of Board approval.
<p>H. Policies, Procedures, and Website</p>	<ol style="list-style-type: none"> 1. Encore shall revise its student handbook, any employee handbook, any other policies and procedures, and its websites to ensure consistency with the terms of the renewal, including the revised Charter, the MOU, these conditions, and the law. This will also include applicable changes to complaint and investigation policies and procedures, including Title IX Policy. 2. Encore shall submit draft revised handbooks to legal counsel for review prior to adoption. 3. Encore shall provide copies of the Board agendas and minutes pertaining to Encore Board consideration and action on its revised student handbook, any employee handbook, any other policies and procedures, and its website to District within five (5) days of adoption. 4. In conjunction with legal counsel, conduct a review and update to all Board policies, with particular attention to 	<ol style="list-style-type: none"> 1. Consistency across all handbooks, policies, and the law, Charter, MOU, and these conditions. 	<ol style="list-style-type: none"> 1. All revisions and updates to be completed by June 30, 2021.

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	those in the 5000-6000s. Encore is encouraged to work with an outside consultant/agency as necessary to make its policies consistent with law and practice.		
V. MISCELLANEOUS			
A. Complaint Investigation Procedures	<ol style="list-style-type: none"> 1. Identify administrative positions responsible for complaint investigation and response, specifically including positions responsible for compliance with Title IX. 2. All administrators who will be involved in the investigation and response process (and CEO whether or not directly responsible for Title IX compliance) to undergo Title IX training that comports with the requirements of the Title IX regulations. 3. All administrators who will be involved in the investigation and response process (and CEO whether or not directly responsible for response to complaints) to undergo training on investigating and responding to complaints, including the UCP. 4. Adopt, at minimum, a Uniform Complaint Procedure (compliant with Cal. Code Regs., Tit. 5, Section 4600 <i>et seq.</i>), a Title IX Policy (compliant with Title IX and its implementing regulations and OCR guidance), and a general complaint policy and procedure applicable to complaints that do not come with in the UCP and/or Title IX (or designate one of the other policies to be used for 	<ol style="list-style-type: none"> 1. Understanding of the complaint investigation and response process at all levels, including the Board, admin, faculty/staff, and parent/student levels. 2. Consistent application across all Encore policies, revised Charter, website, handbooks, etc. 3. The correct processes are triggered for each type of complaint and fairly and neutrally followed. 4. Demonstrated transparency 5. Adherence to applicable laws, regulations, and policies. 	<ol style="list-style-type: none"> 1. Adopt all revised policies by May 15, 2021, and submit written confirmation of the updates/ revisions along with the updated documents by May 30, 2021. 2. Provide documentation of trainings by June 30, 2021.

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	<p>complaints generally, and address any appeal rights). Ensure that the various compliant policies and procedures clearly identify what types of complaints will be processed pursuant to which policy/procedure. Ensure Title IX policy addresses one-time and on-going training of personnel regarding this Title IX policy and applicable laws and regulations.</p> <p>5. Ensure that all complaint policies and procedures specify that in no circumstances shall a person who is involved in the complaint (as complainant, respondent, or witness) or is related by any degree to such a person be involved in the investigation or resolution of the complaint.</p>		
<p>B. Employee Qualifications</p>	<p>1. Provide specific qualifications and job description for General Executive Manager Position.</p>	<p>1. Clear and comprehensive explanation for job qualifications</p>	<p>1. Provide job description, including minimum qualifications, by June 1, 2021.</p>
<p>C. Health and Safety</p>	<p>2. Adopt by March 1, 2021, and submit copy of current School Safety Plan that complies with Section 47605(c)(5)(F) (including the safety topics in Ed. Code Section 32282(a)(2)(A)-(J)) and, if different, the School Health and Safety Report.</p> <p>a. If Encore did not review and update its School Safety Plan by March 1 2021, provide written explanation for noncompliance and plan for remediation and compliance in future.</p>	<p>1. Completeness and consistency with applicable laws, regulations, and policies.</p>	<p>2. Encore to submit to District a copy of updated and legally compliant School Safety Plan by April 15, 2021.</p> <p>3. Encore to maintain records of annual review and update to health and safety procedures on an ongoing basis</p>

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
	<p>3. Encore shall review its health and safety policies and procedures with its insurance carriers and risk management experts on at least an annual basis in order to maintain them as legally compliant and in accordance with best practices, and these policies are subject to revision and review/approval by the Governing Board prior to the commencement of each school year.</p>		<p>throughout Charter term.</p> <p>4. Encore to review and update its School Safety Plan annually on or before March 1 throughout the Charter term, and shall maintain records of such review.</p>
<p>D. Racial, Ethnic, English Learner and Special Education Balance</p>	<p>1. Provide explanation of how Encore intends annually to implement its recruitment efforts, and, where necessary, update its Charter and budget to include costs of this plan on an ongoing basis during the renewal term.</p>	<p>1. Student enrollment including information regarding recruitment efforts</p> <p>2. Impact of updates on budget</p>	<p>1. Encore shall regularly, and at least annually upon the conclusion of its open enrollment and admission process, analyze the success and/or weakness of its outreach and other efforts/means of achieving the requisite pupil balance and shall utilize the data from its admissions records and programmatic audit to make any necessary revisions to the outreach initiatives and other efforts in order to correct imbalances.</p>

Condition	Actions	Milestones/Measurements (if any)	Deadline/Outcome
<p>E. Renewal Charter Cleanup</p>	<p>1. Rewrite/clean up renewal Charter to correct mistakes, incorporate responses to these conditions, eliminate extraneous appendices, and correct all cross-references.</p>	<p>1. Clickable links, easy to navigate</p> <p>2. Sequential numbering (including appendices)</p> <p>3. Internal consistency and consistency with conditions.</p> <p>4. <u>All revisions are to be made to the version of the Charter submitted by Encore on January 15, 2021, which is the conditionally approved Charter.</u> (Note, the version of the Charter Encore submitted to the District on or about January 22, 2021, was not acted on or approved by the District Board and shall not form the basis of the corrections.)</p>	<p>5. Submit cleaned up and corrected Charter by July 1, 2021. Submission must include (1) Clean Word document; (2) redline document showing all changes, including to appendices; and (3) Final version with clickable links and easy navigation.</p>

**MEMORANDUM OF UNDERSTANDING AMONG
HESPERIA UNIFIED SCHOOL DISTRICT AND
ENCORE JUNIOR AND SENIOR HIGH SCHOOL
FOR THE PERFORMING AND VISUAL ARTS
AND ENCORE EDUCATION CORPORATION**

This Memorandum of Understanding (hereinafter “MOU”) is made and entered by and among the Hesperia Unified School District (hereinafter “HUSD” or “District”), a public school district organized and existing under the laws of the State of California, Encore Junior and Senior High School for the Performing and Visual Arts, a charter school governed by Encore Education Corporation, a California nonprofit public benefit corporation, pursuant to California law. Encore Junior and Senior High School for the Performing and Visual Arts and Encore Education Corporation are referred to herein collectively and interchangeably as “Encore.” Encore and the District are collectively referred to herein as the “Parties.” This MOU is effective as of the date that it is fully executed by the duly authorized representatives of the Parties (“Effective Date”).

RECITALS

- A. **WHEREAS**, on September 11, 2020, petitioners for the Encore Junior and Senior School for the Performing and Visual Arts submitted to the District a charter petition requesting renewal of its Charter to operate a Hesperia Unified School District Board of Education- (“District Board”) authorized charter school; and
- B. **WHEREAS**, pursuant to Education Code Section 47607(e), the District issued to Encore a notice of substantial fiscal and governance factors and noted a variety of other concerns and necessary revisions relative to Encore’s proposed renewal charter, and in response, Encore incorporated a number of changes, additions, and revisions to its charter document, and it is that revised charter (“Charter”) which the District Board considered and acted on; and
- C. **WHEREAS**, on January 25, 2021, the District Board adopted Resolution No. 2020/21-24 “Conditionally Approving the Charter Renewal for Encore Junior and Senior High School for the Performing and Visual Arts, and, Alternatively, Making Written Factual Findings Supporting Denial and Denying the Renewal Charter if the Conditions Are Not Met, by the Governing Board of the Hesperia Unified School District” (“Resolution”); and
- D. **WHEREAS**, the District Board conditioned its approval of the renewal Charter on Encore’s compliance with the conditions outlined in the Resolution, such that if Encore should not comply with all of the requirements to the District Superintendent or designee’s sole satisfaction, on or before the specified dates and times, or such later deadline(s) as agreed to in writing by the District Superintendent or designee, the District Board’s conditional approval of the renewal Charter is terminated and withdrawn and the renewal Charter is denied based on the written factual findings set forth in the Resolution, unless the District Board, in its sole discretion, deletes the requirement or extends the deadline for compliance therewith; and

- E. **WHEREAS**, the District Board’s conditional approval of the renewal Charter was explicitly and necessarily based on Encore’s compliance with the conditions imposed by the District Board pursuant to the Resolution; and
- F. **WHEREAS**, the District Board explicitly resolved and ordered that should it be determined that a conditional approval of the renewal Charter is not permissible pursuant to the Charter Schools Act of 1992, the approval is withdrawn and the renewal Charter is denied based on the factual findings specific to the renewal Charter set forth and adopted by the District Board in the Resolution; and
- G. **WHEREAS**, following District Board’s adoption of the Resolution, District Staff met and worked with Encore’s representatives, including Encore’s legal counsel, to discuss and develop the specific conditions that Encore must meet in order to comply with the conditions of Encore’s renewal; and
- H. **WHEREAS**, the Parties mutually desire to specify and memorialize the conditions of Encore’s Charter renewal through this MOU; and
- I. **WHEREAS**, this MOU also serves to help clarify the Parties’ relationship and expectations, Encore’s operations and obligations, and other matters not otherwise addressed or resolved by the terms of the renewal Charter; and
- J. **WHEREAS**, the District and Encore recognize that not all requirements governing charter school operations and/or charter school-chartering authority relations, reporting, and oversight are memorialized herein, and therefore, the Parties agree that they are bound by and will comply with the applicable provisions of the Education Code, and all other applicable statutes, rules and regulations in addressing any matters not specifically addressed in the Charter and/or this MOU; and
- K. **WHEREAS**, this MOU was approved by the District Board at a public meeting on April 28, 2021, and by the Encore Board at a public meeting on May 3, 2021.

AGREEMENT

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Encore hereby agree as follows:

- 1. **Recitals:** The Recitals set forth above are hereby incorporated herein and made a part of this MOU.
- 2. **Term:** This MOU shall remain in full force and effect from the Effective Date throughout the renewal term of the Charter, which runs through June 30, 2026, unless revised by the parties in accordance with applicable law and provisions of the MOU. Further, the term of the MOU shall continue in full force and effect beyond June 30, 2026, during the period of any renewal granted by the District Board and/or during the pendency of any appeal/litigation of a denial of a renewal request and/or a revocation of the Encore Charter, and shall continue in place should the State Board of Education designate the District Board as the chartering authority of Encore, unless and until such

time as the District and Encore enter into a replacement MOU that incorporates and replaces this MOU or revise this MOU, or specifically agree in writing that this MOU is terminated.

3. Incorporation into Charter. The MOU shall be incorporated into the Charter and made a part thereof as if set forth in full in the renewal Charter itself. In addition to violations of the MOU that the District Board may determine constitute a failure by Encore to comply with the conditions of the renewal of its Charter, that may result in withdrawal of the District Board's conditional approval of and corresponding implementation of the denial of the renewal Charter as set forth in the Resolution, any violation of the MOU shall also constitute a violation of the renewal Charter, including for purposes of Education Code Section 47607 controlling charter revocation. In the event of a conflict between the law and the terms of the MOU, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties; however, as explicitly resolved and ordered by the District Board in the Resolution, if the conditional renewal is found to be contrary to law, the renewal is withdrawn and the Charter is denied. To the extent that there are any inconsistencies or conflicts between the MOU, and the approved Charter, the MOU terms shall control and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the MOU serves to fill in gaps. Where the language of the Charter is ambiguous, the MOU governs interpretation of that language, where applicable.

4. Acknowledgement of Reasonable Opportunity to Cure and Correct: Encore acknowledges and agrees that the numerous opportunities and the significant time that the District has afforded Encore to address the issues, deficiencies, violations, and concerns identified in the "Notice in Accordance with Education Code Section 47607(e)" issued by the District to Encore on or about November 4, 2020 ("Notice"), in the staff analysis, staff recommendations, and recommended findings published by the District on December 3, 2020, and the supplemental staff analysis, staff recommendations, and recommended findings published by the District on January 15, 2021, relative to the District's consideration of Encore's request for renewal of its Charter (collectively "Staff Analysis"), and/or identified by the District Board during the renewal process, all constitute reasonable opportunities for Encore to cure and correct these various issues, deficiencies, violations, and concerns. These opportunities include, but are not limited to, the information and recommendations provided by the District in the Notice and the Staff Analysis; the District's review and consideration of Encore's "Response to November 4, 2020, Notice in Accordance with Education Code Section 47607(e) with Exhibits," ("Response"), which contained Encore's corrective action plan ("Action Plan"); the period of the extension agreement that the District entered into with Encore to provide Encore additional time to cure and remediate the various concerns; the conditional approval of the Encore renewal Charter; and the ensuing efforts between the District Staff and Encore to collaborate and develop and define conditions of approval, and their implementation. All such periods of time and opportunities to cure and correct, including the assistance and guidance provided by the District, shall explicitly be considered part of Encore's reasonable opportunity to cure any violations as provided for in Education Code Section 47607(e) and Education Code

Section 47607 and its implementing regulations governing charter revocation, as the same may be modified and/or replaced.

5. Conditions: Pursuant to the Resolution and District Board action approving the Resolution, Encore shall comply with each and every one of the following conditions:
 - a. Encore shall comply with each and every condition set forth in the attached **Exhibit A – Conditions of Approval of Encore Renewal Charter** consistent with the timelines specified therein. Exhibit A is hereby incorporated herein by this reference.
 - b. Encore agrees to comply with the insurance provisions, and shall at all times maintain insurance in the types and amounts approved by the District Superintendent or designee as set forth in **Exhibit B – Insurance**. As such, by July 1, 2021, Encore shall obtain insurance in the types and amounts set forth in Exhibit B or as otherwise approved by the District Superintendent or designee, and submit evidence of this insurance to the District in accordance with the Verification of Coverage provisions contained in Exhibit B. Exhibit B is hereby incorporated herein by this reference.
 - c. Encore agrees that the second to last paragraph of Element 9: Annual Financial Audits of the Charter is revised to read in its entirety as follows: “Further, the District shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than five percent (5%) total; in all other cases, Encore shall bear the cost of the audit.”
 - d. Within three business days of the Effective Date, Encore shall post to its website, in a prominent location readily accessible to parents/guardians and students, notice consistent with Education Code Section 47605(e)(4)(D) in the form developed by the California Department of Education. Encore shall also provide such notice to a parent or guardian, or a pupil if the pupil is 18 years of age or older: (i) when a parent, guardian, or pupil inquires about enrollment; (ii) before conducting an enrollment lottery, and (iii) before disenrollment of a pupil.
 - e. Encore shall fully implement its Action Plan, as described in its Response, excluding the proposal to create a separate nonprofit corporation unless and until that proposal is fully developed, vetted, and approved by the District Superintendent or designee. Encore’s implementation of the Action Plan shall be modified as necessary to comport with any related or different conditions and timelines as specified in **Exhibit A – Conditions of Approval of Encore Renewal Charter**.
6. Agenda Backup Materials: The posted agendas for meetings of the Encore Board, and all other “legislative bodies” of Encore, as that term is defined in the Brown Act, shall include links to the backup materials for each agenda item for which there are electronic

versions of backup materials that are not excluded from public disclosure. At the later of (1) the posting of the agenda or (2) the time that the staff provides a final copy of agenda item backup materials to all or a majority of all of the members of the legislative body, it shall post a link(s) in the pertinent agenda item to those materials that are not excluded from public disclosure.

7. Mandatory Notices:

- a. Encore shall adopt the policy and fulfill the requirements of Education Code Section 234.7 concerning pupil protections relating to immigration and citizenship status. Encore shall post on its website in a prominent location readily accessible to parents and guardians and update its Student/Parent Handbook to include all of the policies and information as specified in Education Code Section 234.6 on or before June 30, 2021.
- b. Encore shall notify students and parents/guardians at least twice during each school year of how to initiate access to available student mental health services on campus or in the community in the manner required by Education Code Section 49428.
- c. Encore shall comply with the requirements of Education Code Section 47611, including, but not limited to, providing the requisite notice to applicants for employment regarding retirement system options.

8. Student Records: In accordance with Education Code Section 49062.5, upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, Encore shall update and reissue a former student's records to include the student's updated legal name or gender.

9. Student Speech: Encore shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications, and by June 30, 2021, shall adopt rules and regulations in the form of a written publications code that must include reasonable provisions for the time, place, and manner of conducting such activities, in compliance with Education Code Section 48907.

10. Verifiable Data: Encore shall consider including in its LCAPs and using at Encore, additional verifiable assessment data, measures, and benchmarks to ensure that it will have available at the time of its next renewal verifiable data to determine academic growth as defined by the State Board of Education pursuant to Education Code Section 47607.2(c). Additional verified data utilized to assess Encore students shall have application at all grade levels since not all grade levels served by Encore are assessed on the California Assessment of Student Performance and Progress.

11. Inspection:

- a. In accordance with Education Code Section 47604.3, Encore shall promptly respond to all reasonable inquiries by the District. Encore shall permit the District to inspect and receive copies of all records relating to the operation of Encore to the extent allowable under federal and state law. Encore is subject to the California Public Records Act (“CPRA”); however, the District’s right to inspect and receive records is not based on the CPRA, but rather on the District’s oversight role.
- b. In accordance with Education Code Section 47607(a)(5), Encore acknowledges that the District may inspect or observe any part of Encore at any time, with or without prior notice. Encore further acknowledges, understands, and agrees that the District may conduct scheduled and unscheduled site visits and/or reviews of Encore’s documents, records, programs, and operations, including as part of the District’s continued observation of Encore’s program and assessment of Encore’s compliance with its Charter and this MOU, including all conditions of renewal set forth in the Conditions of Approval of Encore Renewal Charter in Exhibit B.

12. Primary Contacts:

- a. Pursuant to Education Code Section 47604.32, the District has designated the Assistant Superintendent – Innovative Technology & Communication as Encore’s primary contact person. The District will notify Encore in writing should it change or add an additional designated contact person. Encore shall attempt to use this contact person for all communications to the District unless the contact person directs otherwise.
- b. Encore has designated the Chief Executive Officer and the Chief Operations Officer as the District’s primary contact persons, and has designated the Controller as the primary contact person for fiscal issues, and the Dean of Academics as the primary contact person for educational program issues. The District will endeavor to direct inquiries/communications to these contact persons unless the District deems it necessary and/or appropriate to direct communications to another Encore representative.

13. No Waiver: No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

14. Amendments: This MOU may be altered, amended, changed, or modified only by agreement in writing executed by Encore’s and the District’s duly authorized representatives. The writing shall indicate the intent of the parties to alter the MOU and contain specific reference to the Charter and to this MOU which it alters, amends or modifies.

15. Severability: If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
16. Interpretation: The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction that might otherwise apply. The section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the last date written below.

HESPERIA UNIFIED SCHOOL DISTRICT

_____ Date: _____
David Olney
Superintendent

ENCORE JUNIOR AND SENIOR HIGH SCHOOL FOR THE PERFORMING AND VISUAL ARTS AND ENCORE EDUCATION CORPORATION

_____ Date: _____
Denise Griffin
Chief Executive Officer

Attachment A: Conditions of Approval of Encore Renewal Charter

[INSERT]

Attachment B: Insurance and Indemnification Language

A. Insurance

No coverage shall be provided to the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation by the District, including self-insured programs or commercial insurance policies. In the event the Encore adds locations (which may only be done through an approved material revision to its Charter) or the corporation opens additional schools, each location/school shall meet the below insurance requirements individually. It shall continue to be the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation’s responsibility, not the District’s, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

The Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the District’s risk manager and as specified below. The Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation’s obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation’s right to operate as a charter school pursuant to its Charter or cause the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation to cease operations until the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation has fully complied with the Closure Protocol set forth in its Charter and any additional closure procedures required by law, regulation, agreement with the District, or required by the California Department of Education.

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation, throughout the life of the Charter, the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation shall obtain, pay for, bind 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 \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$10,000,000.00 per occurrence.

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 \$3,000,000.00 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.

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 \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate.

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 the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation. If any District property is leased, rented or borrowed, it shall also be insured by the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation in the same manner as (a), (b), and (c) above.

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 \$5,000,000.00 per person and per occurrence.

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

ERRORS AND OMISSIONS/EDUCATORS LEGAL LIABILITY insurance and/or coverage providing coverage for educators’ legal liability and errors and omissions in an amount not less than \$5,000,000.00 per “claim” with an aggregate policy limit of \$10,000,000.00.

FIDELITY BOND /CRIME Coverage shall be maintained by the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation to cover all Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation employees who handle, process or otherwise have responsibility for Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000.00 per occurrence.

The general liability, sexual abuse/molestation, and automobile liability insurance and/or coverage shall: (a) be endorsed to name the District, the District Board and Board members, the Superintendent, District officers, District appointed groups, committees, boards, and any other District 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 Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation’s insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation; (c) shall be on an “occurrence” basis rather than a “claims made” basis; and (d) 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 Charter shall be endorsed to 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, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation shall also provide the District with thirty (30) days’ prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the District’s option.

The acceptance by the District of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation or of any insurer or joint powers authority to the District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the District and/or the District Personnel are waived.

VERIFICATION OF COVERAGE

The Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation 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 Charter, including all declarations, forms, and endorsements, which shall be received and approved by the District risk manager within fifteen (15) days of the approval of this 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 the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

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 Charter shall not reduce or limit the obligation(s) of the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation 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 Charter shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

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

It is anticipated that the required levels and types of insurance coverage may change over time, which may necessitate the District and Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation negotiating revisions to the terms of the required coverage, and Encore is also encouraged to consult with the District on this issue prior to submitting any request for renewal of its Charter.

The Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation shall notify the District of any litigation or legal action taken by any party against Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 20 days of Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation's receiving said notice. The Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation shall promptly respond to all inquiries from the District regarding any claims against the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation and/or any obligation of the Encore Jr./Sr. High School for the Performing & Visual Arts/Encore Education Corporation under the foregoing provisions of this Charter.