

**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.