



## Encore JR/SR High School

### Regular Encore Board of Directors Meeting - November 27, 2023

Published on November 24, 2023 at 2:51 PM PST

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#### **Date and Time**

Monday November 27, 2023 at 6:30 PM PST

#### **Location**

Encore High School  
16955 Lemon Street  
Hesperia CA 92345

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All public comment, both on agenda items and non-agenda items within the jurisdiction of the Board, should be provided during the agenda item titled, "Public Comment." Members of the public who wish to comment during the Board meeting may fill out a public comment card. Individual comments will be limited to three (3) minutes per agenda item and one three (3) minute period to address an item not on the agenda. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes per person per agenda item. The Board limits the total time for public comment to thirty minutes, and may extend this time at its sole discretion. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting after being warned by the Board Chair or designee that they are disrupting the meeting.

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

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#### **Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:30 PM</b>
A. Call the Meeting to Order		Chandale Sutton	
B. Record Attendance		Chandale Sutton	1 m
C. Public Comment		Chandale Sutton	1 m
D. Approval of the Agenda	Vote	Chandale Sutton	1 m
E. Board Member Comments	Discuss	Chandale Sutton	6 m
<b>II. Consent Items</b>			<b>6:39 PM</b>
<p>It is recommended that the board considers approving a number of agenda items as a consent list. These items can be <b>enacted in one motion</b> without further discussion. Consent items may be called up by any member at the meeting for clarification, discussion, or change.</p>			
A. Approval of Board Meeting Minutes	Approve Minutes	Chandale Sutton	1 m
<p>Approve minutes for Regular Encore Board of Directors Meeting - October 23, 2023 on October 23, 2023</p>			
B. Personnel Report	Vote	Sabrina Bow	1 m
C. Williams Monitoring First Quarterly Report 2023-24	FYI	Sabrina Bow	1 m
<p>As Williams-monitored school, Encore is required to provide its governing board with the Williams reports provided by the San Bernardino County Superintendent of Schools (SBCSS) each quarter (October, January, April, July). The attached report is the first quarterly report for the 2023-24 year.</p>			
<b>III. Items Pulled From Consent Calendar</b>			<b>6:42 PM</b>
A. Items Pulled From Consent Calendar	Discuss	Chandale Sutton	3 m
<b>IV. Staff Reports</b>			<b>6:45 PM</b>
A. Executive Director's Report	Discuss	Sabrina Bow	2 m
B. Principal's Report	Discuss	St. Claire Adriaan	3 m

	Purpose	Presenter	Time
<b>C.</b> Staff Liaison Report	Discuss	Sandi Del Sole	3 m
<b>V. Governance</b>			<b>6:53 PM</b>
<b>A.</b> Approval of School Nutrition Program Procurement Policy	Vote	Sabrina Bow	1 m
<b>B.</b> Approval of Food Service Department Code of Conduct	Vote	Sabrina Bow	1 m
<b>C.</b> First Reading of BP 1250 Visitor and Volunteer Policy	FYI	Sabrina Bow	2 m
<b>D.</b> First Reading of BP 3540 Transportation Safety Policy	FYI	Sabrina Bow	2 m
<b>VI. Business and Finance</b>			<b>6:59 PM</b>
<b>A.</b> Reimbursement to Executive Director	Vote	Sabrina Bow	1 m
Per the School's Fiscal Policies, expense reimbursements to the Executive Director shall be approved by the Encore Board of Directors.			
<b>VII. Adjourn to Closed Session</b>			<b>7:00 PM</b>
Pursuant to Government Code Section 54957, the Board may adjourn to closed session as agendised during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or acquisition of land or facilities as authorized under law. The Board will adjourn to closed session in a private area for discussion and may take action on the following closed session items.			
<b>A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure / Initiation of litigation pursuant to subdivision (c) of Section 54956.9: One Case.</b>			
<b>A.</b> Reconvene from closed session	Discuss	Chandale Sutton	2 m
After the closed session is complete, the Board will reconvene and report any action taken during closed session to the extent required by law.			
<b>VIII. Closing Items</b>			<b>7:02 PM</b>
<b>A.</b> Adjourn Meeting	Vote	Chandale Sutton	2 m

A copy of the agenda will be posted at least 72 hours before such meeting. A copy of the written materials which will be submitted to the Board of Encore Junior and Senior High School for the Arts is available along with this agenda following the posting of the agenda by emailing Sabrina Bow at [sbow@encorehighschool.com](mailto:sbow@encorehighschool.com). Any public records relating to an agenda item for an open session of the Board shall be available for inspection at 16955 Lemon Street, Hesperia CA 92345.

Requests for disability-related modifications or accommodations to participate in this public meeting shall be made 24 hours prior to the meeting by calling (760) 956-2632 or emailing Joseph Thibodeaux at [jthibodeaux@encorehighschool.com](mailto:jthibodeaux@encorehighschool.com). All efforts will be made for reasonable accommodations consistent with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

# Coversheet

## Approval of Board Meeting Minutes

**Section:** II. Consent Items  
**Item:** A. Approval of Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for Regular Encore Board of Directors Meeting - October 23, 2023 on October 23, 2023

DRAFT



## Encore JR/SR High School

### Minutes

#### Regular Encore Board of Directors Meeting - October 23, 2023

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##### **Date and Time**

Monday October 23, 2023 at 6:30 PM

##### **Location**

Encore High School  
16955 Lemon Street  
Hesperia CA 92345

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All public comment, both on agenda items and non-agenda items within the jurisdiction of the Board, should be provided during the agenda item titled, "Public Comment." Members of the public who wish to comment during the Board meeting may fill out a public comment card. Individual comments will be limited to three (3) minutes per agenda item and one three (3) minute period to address an item not on the agenda. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes per person per agenda item. The Board limits the total time for public comment to thirty minutes, and may extend this time at its sole discretion. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting after being warned by the Board Chair or designee that they are disrupting the meeting.

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##### **Directors Present**

C. Sutton, I. Rapier, K. Lutz, P. Alaimalo, R. Magana, S. Adriaan, S. Bow

##### **Directors Absent**

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I. Garcia, J. Grant, R. Hunt

**Guests Present**

J. Schwarck, J. Thibodeaux, S. Del Sole

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**I. Opening Items**

**A. Call the Meeting to Order**

C. Sutton called a meeting of the board of directors of Encore JR/SR High School to order on Monday Oct 23, 2023 at 6:38 PM.

**B. Record Attendance**

**C. Public Comment**

No public comment.

**D. Approval of the Agenda**

I. Rapier made a motion to Approve.

K. Lutz seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

R. Hunt Absent

I. Garcia Absent

K. Lutz Aye

C. Sutton Aye

I. Rapier Aye

R. Magana Aye

J. Grant Absent

**E. Board Member Comments**

Mr. Rapier commented on the emails being sent to the board. These emails should go to internal administration. When the internal administration has resolved the issue, please include the board in a follow-up email.

**II. Adjourn to Closed Session**

**A. Reconvene from closed session**

The board reconvened at 7:40pm. The board took action as follows:

1. To move forward with the decision to expel student. Case No. 100423-01. (Aye: Lutz, Rapier, Magana, Sutton. No: None. Absent: Hunt)

2. To utilize a third party investigation agency to investigate complaints. (Aye: Lutz, Rapier, Magana, Sutton. No: None. Absent: Hunt)

### III. Consent Items

#### A. Approval of Board Meeting Minutes

K. Lutz made a motion to Approve.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

##### Roll Call

C. Sutton Aye

R. Hunt Absent

J. Grant Absent

K. Lutz Aye

I. Garcia Absent

I. Rapier Aye

R. Magana Aye

K. Lutz made a motion to approve the minutes from Regular Encore Board of Directors Meeting - September 25, 2023 on 09-25-23.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

##### Roll Call

C. Sutton Aye

I. Garcia Absent

R. Magana Aye

J. Grant Absent

I. Rapier Aye

R. Hunt Absent

### IV. Items Pulled From Consent Calendar

#### A. Items Pulled From Consent Calendar

No items pulled from Consent Calendar.

### V. Staff Reports

#### A. Executive Director's Report

Sabrina Bow discussed enrollment. School meal program has reached month 2 of scratched cooked meals. Broadcasting on Social Media through our Social Media Partner: El Doradao Broadcasting.

#### B. Principal's Report



St. Claire Adriaan discussed the scores for Math and the goal for improvement. Discussed tutoring implementation. Mr. Rapier wanted to know what the plan would be for teacher development. Mrs. Magana wanted clarifying information on the student level. Mr. Sutton wanted to get a timeline for benchmarks. He also wanted to know about Saturday School and tutoring and how the school will utilize these programs.

### C. Staff Liaison Report

Sandi DeSole discussed Carnival and its success. Clue performance was another show success. Also put on a student show as well as a staff show as a thank you as well as a promotion for school pride and student support. Kitchen staff prepared a meal for our staff PD.

## VI. Curriculum and Instruction

### A. Approval of Student Learning Outcomes

I. Rapier made a motion to Approve.  
K. Lutz seconded the motion.  
The board **VOTED** to approve the motion.

#### Roll Call

J. Grant	Absent
R. Hunt	Absent
I. Rapier	Aye
I. Garcia	Absent
C. Sutton	Aye
K. Lutz	Aye
R. Magana	Aye

## VII. Governance

### A. Approval of Parent/Student Handbook- Revised

C. Sutton made a motion to Approve.  
I. Rapier seconded the motion.  
The board **VOTED** to approve the motion.

#### Roll Call

I. Rapier	Aye
C. Sutton	Aye
R. Magana	Aye
I. Garcia	Absent
J. Grant	Absent
K. Lutz	Aye
R. Hunt	Absent

### B. Approval of 5000 Series Policies - Students

C. Sutton made a motion to Approve.

K. Lutz seconded the motion.

5030, 5111, 5113 policies

The board **VOTED** to approve the motion.

**Roll Call**

I. Rapier Aye

I. Garcia Absent

K. Lutz Aye

R. Hunt Absent

J. Grant Absent

R. Magana Aye

C. Sutton Aye

**C. First Reading of 1000 Series Policies - Visitor and Complaint**

Postponed to the next scheduled board meeting.

**D. First Reading of 3000 Series Policies - Transportation and Meals**

Postponed to the next scheduled board meeting.

**E. First Reading of 6000 Series Policies - Instruction**

Postponed to the next scheduled board meeting.

**VIII. Business and Finance**

**A. Approval of August and September Financial Reports**

K. Lutz made a motion to Approve.

I. Rapier seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

C. Sutton Aye

I. Rapier Aye

K. Lutz Aye

R. Hunt Absent

J. Grant Absent

I. Garcia Absent

R. Magana Aye

**B. Approval of Fiscal Policies and Procedures**

I. Rapier made a motion to Approve.

R. Magana seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

I. Rapier Aye  
I. Garcia Absent  
K. Lutz Aye  
J. Grant Absent  
C. Sutton Aye  
R. Hunt Absent  
R. Magana Aye

**IX. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:34 PM.

Respectfully Submitted,  
C. Sutton

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**Documents used during the meeting**

- 2023\_09\_25\_board\_meeting\_minutes DRAFT (1).pdf
- Executive Director Board Report 2023-10-20.pdf
- MATHStrategic Plan.pdf
- Staff Liaison Report for 10-23-2023.pdf
- Student Learning Outcomes (SLOs).pdf
- Encore Student Handbook 23-24 for board approval 10-23-2023.pdf
- BP 5030 Student Wellness Policy (2023-10-23 Board approval).pdf
- BP 5111 ADMISSIONS POLICY (2023-10-23 Board Approval).pdf
- BP 5113 Classroom Based Attendance Policy (2023-10-23 Board Approval).pdf
- Aug '23 Encore Financial Report.pdf
- Sep '23 Encore Financial Report.pdf
- ENCORE\_Fiscal\_Policies\_and\_Procedures\_2023-10-23\_FOR\_BOARD\_APPROVAL\_BLACKLINE.pdf

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# Coversheet

## Personnel Report

<b>Section:</b>	II. Consent Items
<b>Item:</b>	B. Personnel Report
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Personnel Report July - October 2023.pdf

<b>Date</b>	<b>Employee</b>	<b>Position</b>	<b>Status</b>
7/26/2023	Martin, Rebecca	Instructional Aide- Costume Design	Resignation
7/27/2023	Grant, Jennifer	Assistant Principal	New Hire
7/28/2023	Lee, Kylie	Campus Aide	Resignation
7/31/2023	Rodriguez, Saria	Instructional Aide- Special Education	Resignation
8/1/2023	Gutierrez, Indra	Instructional Aide	Continuing employee, New Position
8/11/2023	Abdul-Khabir, Kareema	Teacher: Resource Specialist Program	Resignation
8/21/2023	Munoz, Raymond	Chef/Kitchen Manager	New Hire
8/24/2023	Watson, Jordan	Instructional Aide: Special Education (Individual support for one student)	New Hire
8/25/2023	Spinka, David	Teacher: Science and Social Studies	Resignation
9/1/2023	Gutierrez, Valerie	Campus Aide	Resignation
9/1/2023	Brown, Joshua	Instruction Aide: Special Education	Resignation
9/1/2023	Valdez, Mariana	Substitute Teacher	New Hire
9/5/2023	Gutierrez, Valerie	Instructional Aide: Physical Education	Continuing employee, New Position
9/7/2023	Lupercio, Janay	Campus Aide	Termination
9/7/2023	Rios, Citlali	Teacher (Spanish)	New Hire
9/15/2023	Hosea, Melinda	Health Technician	Resignation
9/18/2023	Hedger, Esperanza	Campus Aide	New Hire
9/25/2023	Adu, Bianca	Campus Aide	New Hire
10/2/2023	Adkins, Toni	Instructional Aide- Costume Design	New Hire
10/10/2023	Hitselberger, Sue	Teacher (Biology)	Resignation
10/14/2023	Dimas-Hernandez, Laura	Health Technician	Resignation
10/25/2023	Rose, Dasjah	Health Technician	New Hire
10/27/2023	Barkdull, Joshua	Teacher (Film)	Resignation

Date	Employee	Position	Status
11/1/2023	Esposito, Shannon	Teacher (8th grade Multiple Subject)	New Hire
11/1/2023	Cordova, Robert	Campus Aide/ Driver & Sound Technician	Continuing employee, New Position
11/13/2023	Valdez, Mariana	Substitute Teacher	Resignation
11/13/2023	Wanock, Thomas	Substitute Teacher	New Hire

# Coversheet

## Williams Monitoring First Quarterly Report 2023-24

<b>Section:</b>	II. Consent Items
<b>Item:</b>	C. Williams Monitoring First Quarterly Report 2023-24
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	WILL-Encore_1stQuarterlyReportFINAL-2023-24.pdf





Ted Alejandre  
County Superintendent

October 31, 2023

Dr. Sabrina Bow, Executive Director  
Encore Jr./Sr. High School for the Performing and Visual Arts  
16955 Lemon Street  
Hesperia, CA 92435

Dear Dr. Bow:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff has visited all schools subject to Williams Settlement monitoring for the 2023-24 fiscal year for instructional materials sufficiency and facility review purposes. Enclosed is a copy of the final report and Facility Inspection Tool for each of your monitored school site(s).

Additionally, Education Code section 1240(c)(2)(C), requires that the results of the visits be reported to the governing board of each school district at a regularly scheduled meeting held in accordance with public notification requirements. ***Please make sure to include the Williams reports as an agenda item for your next regularly scheduled Board meeting.***

On behalf of the SBCSS Williams team members, it has been a pleasure to work in partnership with you and the employees of the Encore Jr./Sr. High School for the Performing and Visual Arts.

Sincerely,

Ted Alejandre  
County Superintendent

Attachments

cc: Mr. Chandale Sutton, Board President  
Mrs. Patricia Alaimalo, Williams Liaison  
Mr. Isaac Newman-Gomez, HUSD Asst. Supt. - Innovative Technology & Communication  
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations  
Mr. James Fields, SBCSS Senior Manager, Intergovernmental Relations and Communications  
Ms. Amanda Shoffner, SBCSS Credentials Manager



Ted Alejandre  
County Superintendent

October 31, 2023

Dr. Sabrina Bow, Executive Director  
Encore Jr./Sr. High School for the Performing and Visual Arts  
16955 Lemon Street  
Hesperia, CA 92435

Dear Dr. Bow:

California Education Code section 1240 requires that I annually visit Williams-monitored schools identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). Schools, including charter schools, that meet any of the criteria listed below are subject to monitoring this fiscal year:

- Eligible for Comprehensive Support and Improvement or Additional Targeted Support and Improvement in the 2019-20 fiscal year.
- Fifteen percent or more of the school's teachers do not possess a valid and clear or preliminary teaching credential (teacher assignment data based on Census Date - October 2020).

Note: Dashboard Alternative School Status (DASS) are excluded from the Williams list.

This report includes first quarter findings for the visit to **Encore Jr./Sr. High School for the Performing and Visual Arts** on **8/24/2023**. Let me state at the outset that the visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Encore Jr./Sr. High School for the Performing and Visual Arts.

The purpose of my visit as specified in California Education Code section 1240 was to:

1. Determine if students have "sufficient" textbooks or instructional materials in the four core subject areas (English language arts, mathematics, history/social science, science) and, as appropriate, science laboratory equipment in grades 9-12, world languages, and health;
2. Determine if there is any facility condition that "poses an emergency or urgent threat to the health or safety of pupils or staff."

The law further requires the county superintendent:

1. Determine if each monitored school has provided accurate data for the annual School Accountability Report Card (SARC) related to sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities, including "good repair."

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Office of the Superintendent

601 North E Street • San Bernardino, CA 92415-0020 • P: 909.386.2406 • F: 909.888.5480 • [www.sbcss.net](http://www.sbcss.net)

Encore Jr./Sr. High School for the Performing and Visual Arts, Williams First Quarterly Report  
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2. Annually review teacher misassignments and teacher vacancies for monitored schools; and
3. Receive quarterly reports from all school districts in San Bernardino County on complaints filed within the school district concerning insufficient instructional materials, teacher vacancies and misassignments, and emergency or urgent facilities issues under the Uniform Complaint Procedures.

Before proceeding with the report, please see the list of definitions as described by law:

- “Sufficient textbooks or instructional materials” - each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and take home. This does not require two sets of textbooks or instructional materials for each pupil. The materials may be in a digital format as long as each pupil, at a minimum, has and can access the same materials in the class and to take home, as all other pupils in the same class or course in the school district. Education Code requires that school districts remedy insufficiencies of instructional materials in the four core subject areas within two months (eight weeks) of the beginning of the school year.
- School facility “emergency or urgent threat” - a condition poses a threat to the health or safety of pupils or staff.
- School facility “good repair” - the facility is clean, safe, and functional as determined by the Facility Inspection Tool (FIT) developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

In summary, my findings in the four required areas were as follows:

**Instructional Materials**

No insufficiencies were observed, or insufficiencies observed were resolved within two months (eight weeks) of the beginning of the school year.

**School Facilities**

The following **extreme deficiencies** were observed:

None.

The following **good repair deficiencies** were observed:

Section 4. Interior Surfaces

- E17 Band: Carpeting damaged, rippled, or stained
  - Deficiency was noted in prior year.
- Staff Lounge/Resource Room: Carpeting damaged, rippled, or stained

Section 10. Fire Safety

- B15: Fire extinguisher is not properly mounted
- C4: Fire extinguisher casing is damaged or broken

Encore Jr./Sr. High School for the Performing and Visual Arts, Williams First Quarterly Report  
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Deficiencies that were observed and remediated prior to the end of the visit are reflected in this report and the enclosed FIT. **Please be sure to include all findings on the appropriate SARC, including all dates of remedial action taken or planned.** Inclusion of this information will be verified during next fiscal year's SARC review process (if applicable).

**SARC**

No findings to report. The SARC review for the 2023-24 fiscal year began September 1, 2023, and will conclude by November 30, 2023. Findings will be included in the second quarterly report.

**Teacher Assignment Monitoring**

No findings to report. The annual assignment monitoring review for the 2022-23 fiscal year is currently in progress (August 1, 2023, through November 1, 2023) and findings will be included in the second quarterly report.

The annual assignment monitoring review for the 2023-24 fiscal year will begin on or after April 1, 2024, according to data availability from the Commission on Teacher Credentialing (CTC) and the California Department of Education (CDE), and findings will be included in the corresponding quarterly report.

In conclusion, San Bernardino County Superintendent of Schools is available to support your school as we work together to ensure compliance with the Williams Settlement requirements. If you have any questions or need assistance, please contact Intergovernmental Relations at (909) 386-2947.

Sincerely,



Ted Alejandre  
County Superintendent

Attachment: Facility Inspection Tool

cc: Mr. Chandale Sutton, Board President  
Mrs. Patricia Alaimalo, Williams Liaison  
Dr. St. Claire Adriaan, Principal  
Mr. Isaac Newman-Gomez, HUSD Asst. Supt. - Innovative Technology & Communication  
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations  
Mr. James Fields, SBCSS Senior Manager, Intergovernmental Relations and Communications  
Ms. Amanda Shoffner, SBCSS Credentials Manager

SBCSS Williams Facility Inspection Tool  
 School Facility Conditions Evaluation, Fiscal Year 2023/2024

**School Site:** Encore Jr./Sr. High School for the Performing and Visual Arts, San Bernardino County  
 16955 Lemon St., Hesperia CA 92345-5139  
**Grade Levels:** 7 – 12.

**Visit Date/Time:** 8/24/23, 8:30 am. **Inspection Type:** Unannounced  
**Number of Classrooms on Site:** 47. **Number of Restrooms on Site:** 34.  
**Site Enrollment:** 563.

**Total Estimated Building Volume:** 983,690 cu ft.  
**Total Estimated Site Square Footage/Acreage:** 12.22 acres.  
**Total Estimated Building Square Footage:** 98,369 sq ft.  
**Weather Conditions at Time of Inspection:** Clear & Hot.

<b>Inspector(s), Classrooms</b> Krystal Ramirez; Amber Arias	<b>Inspector(s), Ancillary and Other Instructional Areas</b> James Fields; Lorena Gutierrez
<b>Representative(s) of District Who Accompanied the Evaluator</b> Joe Patricia Alaimalo	

Course-Based Classrooms: Evaluation Detail

OK = Good Repair, D = Deficiency, X = Extreme Deficiency, N/A = Not Applicable

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: B17 Parker	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: B15 Roach	OK	OK	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK
§10: Fire extinguisher is not properly mounted.															
Room: G4 Sprinka	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: C14 Swingle	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: C17 Watkins	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: C16 Capella	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: B14 Warren	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: B18 Gutierrez	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: C4 Hitselberger	OK	OK	OK	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK
§10: Fire extinguisher casing is damaged or broken.															
Room: C4 Hitselberger	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: B18 Gutierrez	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: B14 Warren	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: C16 Capella	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: G6 Greene	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: C17 Watkins	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: B17 Parker	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: C14 Swingle	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Classroom	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
Room: C16 Capella	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: B17 Parker	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: B15 Roach	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: G4 Spinka	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: G6 Greene	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: G6 Greene	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: Documentation Review Documentation Review	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: Documentation Review Documentation Review	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: Documentation Review Documentation Review	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: Documentation Review Documentation Review	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Room: G5 Buzzard	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Ancillary Areas: Evaluation Detail

OK = Good Repair, D = Deficiency, X = Extreme Deficiency, N/A = Not Applicable

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
B1	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
B2	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Gym	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Rm G7 Counseling	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
F19 Hallway	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Performing Arts Center/Theater	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Staff Lounge/Resource Room	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	§4: Carpeting damaged, rippled, or stained.														
F Building Hallway	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
F2 Dance	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
E17 Band	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	§4: Carpeting damaged, rippled, or stained.														
D Building Outside Girls' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
D Building Outside Boys' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
E Building Outside Boys' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
E Building Outside Girls' Restroom	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Ancillary Area	1 Gas Leaks	2 Mech HVAC	3 Sewer	4 Interior Surfaces	5 Overall Cleanliness	6 Pest Vermin Infestation	7 Electrical	8 Restrooms	9 Sinks Fountains	10 Fire Safety	11 Hazardous Materials	12 Structural Damage	13 Roofs	14 Playground School Grounds	15 Windows Doors Gates Fences
C Building Outside Boys' Restrooms	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
C Building Outside Girls' Restrooms	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
B Building Outside Girls' Restrooms	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
B Building Outside Boys' Restrooms	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Main Office Building	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Cafeteria/Kitchen	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Multi-purpose Room	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Unisex Restroom 1	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Unisex Restroom 2	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Unisex Restroom 3	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Unisex Restroom 4	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Unisex Restroom 5	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Modeled after State of California School Facility Inspection Tool.

# Coversheet

## Approval of School Nutrition Program Procurement Policy

**Section:** V. Governance  
**Item:** A. Approval of School Nutrition Program Procurement Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** School Nutrition Program Procurement Policy.pdf





## School Nutrition Program Procurement Policy

### Procurement Procedures General Information

Procurement is a multi-step process for acquiring the best possible goods and services at the lowest possible price. **Encore Education Corporation (“Encore”)** will purchase goods and services for use in the School Nutrition Programs in compliance with Title 2, *Code of Federal Regulations (2 CFR)*, sections 200.318–200.326, Title 7, *Code of Federal Regulations (7 CFR)*, parts 210 and 220, and all applicable state and local rules.

When making procurement decisions, Encore will follow the following four fundamental principles of procurement:

1. Comply with the Buy American Provision by purchasing, to the maximum extent possible, agricultural commodities and products grown and processed in the United States.
2. Understand and comply with federal, state, and local requirements
3. Ensure that full and open competition exists to the maximum extent possible as outlined in 2 *CFR*, Section 200.319(a)
4. Award contracts to responsible and responsive bidders

### Methods of Procurement

#### 1. Micro-purchase Method (2 *CFR*, Section 200.320[a])

Micro-purchases may be awarded without soliciting competitive quotations or comparing prices among qualified suppliers if the following two conditions are met:

- a. The aggregate value of a single transaction is \$50,000 or less, effective August 1, 2020.
- b. Encore staff consider the price to be reasonable. Documentation (e.g., receipts and invoices) must be maintained for the prior three years plus the current program year or until the next California Department of Education (CDE) review, to document costs that are reasonable.

Encore will distribute micro-purchases equitably among qualified suppliers to the extent practical. Encore will ensure that purchases are made at a variety of stores. Encore will not limit its purchases to only one store unless it is not practical due to the distance of another store from the school office. Micro-purchases are used for goods and services that are needed on an emergency basis or for items needed occasionally (e.g., gluten-free products). It is not intended to be used to avoid a small/informal or formal procurement.

#### 2. Small Purchase Method (2 *CFR*, Section 200.320[b])

The small purchase method is used to procure goods and services when the aggregate value of the purchase is equal to or less than the small purchase threshold adhered to by the **district**.

Encore **does** not have a local small purchase threshold; therefore, Encore is required to adhere to the federal small purchase threshold of \$250,000 effective August 1, 2018. Encore will check the Federal Acquisition Regulation (FAR), Part 2, on the Acquisition.gov Web page at <https://www.acquisition.gov/?q=browsefar> annually on January 1 to verify the federal small purchase threshold.

Encore will follow the following steps when conducting procurements using the small purchase method:

**Step 1:** Encore administrator acting as Food Service Director (FSD), will develop and provide a clear and accurate description of the technical requirements of the goods or services to be procured to potential sources per 2 *CFR*, Section 200.319(c)(1), including the requirement to comply with the Buy American Provision per 7 *CFR*, sections 210.21(d) and 220.16(d). The same specifications will be provided to each potential vendor so that each vendor can provide price quotes on the same goods or services.

**Step 2:** Price or rate quotations will be obtained from a minimum of two responsible and responsive sources. Price quotes must be documented in writing per Encore's policy. Price quotes provided verbally by a vendor must be documented by the FSD on Encore Small Purchase Quotation form, available at the district administrative office. Encore Small Purchase Quotation forms and other forms of written quotes submitted by potential vendors will be retained by FSD with other related procurement documentation (e.g., invoices) for the term of the contract plus extensions and three additional school years or until the next review by the CDE.

**Step 3:** FSD will evaluate the written quotes received.

**Step 4:** FSD will award small purchases to the lowest priced responsible and responsive vendor that meets the requirements of the program outlined in the written technical requirements.

**Step 5:** FSD will monitor the contract to ensure goods or services solicited for are the ones received and all deliverables are met per 2 *CFR*, Section 200.318(b). Encore will be notified by the CDE of any changes to the micro-purchase and small purchase thresholds approved by the federal awarding ABCSD, the U.S. Department of Agriculture, (USDA).

### **3. Formal Purchase Methods (2 *CFR*, Section 200.320[c][d])**

The formal purchase method, used to procure goods and services when the estimated purchase price is above the federal small purchase threshold, is currently set at above \$250,000 effective August 1, 2018. Both Invitation for Bid (IFB) and Request for Proposal (RFP) methods are used by Encore. FSD will check the FAR, Part 2, web page at <https://www.acquisition.gov/?q=browsefar> annually on January 1 to verify the federal small purchase threshold.

The terms of formal contracts will be one year with four one-year renewal options. Encore will complete the following steps when conducting formal procurements:

**Step 1:** FSD will develop a written solicitation, which will incorporate:

- a. A clear and accurate description of the technical requirements for the goods or services to be procured per 2 *CFR*, Section 200.319(c)(1).
- b. The requirement to comply with the Buy American Provision per 7 *CFR*, sections 210.21(d) and 220.16(d).
- c. All requirements that the offerors must fulfill, and all other factors (IFBs and RFPs) and their relative importance (RFPs only) used in evaluating bids or proposals per 2 *CFR*, Section 200.319(c)(2) to judge responsive and responsible firms.
- d. Instructions for responding vendors.
- e. The general terms and conditions of the contract.

**Step 2:** Encore's **purchasing manager (PM)** will advertise the solicitation in print and on websites six weeks prior to the deadline for submission of bids and proposals.

**Step 3:** FSD and purchasing manager will publicly open bids resulting from IFBs at the time and place prescribed in the solicitation. Encore will not publicly open proposals resulting from RFPs.

FSD and purchasing manager will evaluate offers from responding firms by using the evaluation criteria outlined in the solicitation for both IFBs and RFPs. Encore **should** receive at least two bids or proposals to evaluate the offers. If there is not a minimum of two respondents, FSD and purchasing manager will review the solicitation to ensure that it is not limiting competition as outlined in 2 *CFR*, Section 200.319, and consider expanding advertising efforts before reissuing the solicitation.

The offers will be ranked based on cost only for IFBs and on evaluation criteria (i.e., technical criteria) and cost for RFPs for all responsible and responsive responders. FSD and purchasing manager will use the School's RFP Technical Evaluation form, available at the district administrative office, to conduct a technical evaluation of all proposals received, as required by 2 *CFR*, Section 200.320(d)(1) for RFPs only. Encore's purchasing manager will negotiate the technical aspects of each RFP prior to negotiating the cost aspect of the RFP. Any or all bids may be rejected if there is sound documented reason.

**Step 4:** FSD will award the contract to the responsible and responsive bidder who offers the lowest price for IFBs. All IFBs will result in a firm, fixed-price contract.

FSD will award the contract to the responsible and responsive respondent whose proposal is most advantageous to Encore, with price and other factors considered, for RFPs. All RFPs will result in either a fixed-price or cost reimbursable contract. **Cost plus a percentage of cost contracts will never be used.**

**Step 5:** FSD will monitor the contract per 2 *CFR*, Section 200.318[b], by:

- a. Overseeing deliveries to ensure that the goods solicited for were received.
- b. Reviewing the contract's terms, conditions, and deliverables monthly to ensure that they are being met and done so in accordance with all federal, state, and local rules.
- c. Ensuring that discounts, rebates, and credits in cost reimbursable contracts are provided

**4. Noncompetitive Procurement Method (2 *CFR*, Section 200.320[f])**

Encore will only enter into a noncompetitive agreement when one or more of the following circumstances apply:

- The item is available only from a single source
- An emergency exists, and the urgency for the requirement will not permit the delay resulting from competitive solicitation
- Encore received prior approval from the CDE after submitting a written request to the CDE with justification for conducting a noncompetitive procurement
- After solicitation from several sources, competition is determined inadequate

**Purchasing Cooperatives and Intergovernmental Procurement (2 *CFR*, Section 200.318[e])**

If applicable, Encore may choose to make purchases through a cooperative agreement with a group of other schools to increase purchasing power or Encore may piggyback on contracts awarded to a vendor from another school district when all procurement principles are followed.

- a. While intergovernmental agreements can benefit Encore, the School may only enter into an intergovernmental agreement with a local government SFA (e.g., school district) which allows other schools to join or piggyback onto the local governmental entity when that agreement was procured and awarded consistent with federal and state procurement regulations.
- b. PM and school counsel will need to carefully review the solicitation issued by a cooperative or local government. PM and school counsel must ensure compliance with applicable federal, state, and local procurement rules. PM and school counsel will confirm that the addition of their purchasing power to the procurement does not create a material change in scope or in services.
- c. For cooperative purchasing, PM must maintain on file for the term of the contract plus extensions and three additional school years, or until the next review by the CDE, a copy of the solicitation and contract, proof of advertising, and bid award documents (e.g., evaluation documentation) from the lead SFA.
- d. For piggybacking, PM must obtain prior written permission from the lead SFA awarding the bid and the vendor awarded the bid. A copy of the solicitation and contract, including the piggyback clause, proof of advertising, and bid award documents (e.g., evaluation

documentation) for the term of the contract plus extensions and three additional school years, or until the next review by the CDE.

A copy of all documents listed above will be made available during a procurement review.

**Buy American Provision (7 CFR, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP38-2017)**

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 *United States Code* Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

When funds are used from the nonprofit school food service account, SFAs must ensure that procurement transactions for food products comply with the Buy American Provision requirement in 7 CFR, sections 210.21(d) and 220.16(d), whether food products are purchased by SFAs or entities that are purchasing on their behalf.

*Note: The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components.*

FSD will ensure that the solicitation and contract language include the requirement for domestic agricultural commodities and products and retain records documenting any exceptions in advance of accepting deliveries. Implementation of the Buy American Provision by FSD will be ensured by:

- Including the Buy American Provision requirement in bid specifications, IFBs, RFPs, contracts, purchase orders, and other procurement documents issued
- Monitoring the contract to ensure that the domestic products solicited are the ones received.
- Requiring suppliers to provide certification of domestic origin for all food products, from bids and proposals through receipts and invoices.
- Conducting monthly reviews on storage facilities to ensure the domestic products received are the ones solicited for and awarded.

Exceptions to the Buy American Provision should be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memo SP 38-2017, Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product

**Note:** Ingredients used to flavor, enhance, or prepare products (e.g., oil, spices, herbs, condiments, salad dressing) are not considered components that contribute to a reimbursable meal and should not be considered when determining the percent of domestic food components by weight or volume.

FSD or vendor must document exceptions to the Buy American Provision requirement prior to accepting each and every nondomestic agricultural commodity or product. This documentation must be on file for at least three years including the current school year, or until the next CDE review, and must be made available during an on-site administrative review and an off-site procurement review.

The documented exception will include the following:

- a. A description of the nondomestic item
- b. Alternative domestic commodities or products that FSD considered or the vendor offered, and the reason why they were not substituted for the nondomestic item.
- c. A synopsis of what third-party verification (e.g., USDA Agricultural Marketing Service [AMS] Run a Custom Report web page at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>) was done by the vendor or FSD to determine cost and availability
- d. Documentation by the vendor or FSD outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception
- e. The dates that the: (1) vendor informed FSD of the nondomestic commodity or product, (2) FSD agreed to accept this food item in advance of delivery, and (3) commodity or product was received by the School.

**Small and Minority Businesses, Women’s Business Enterprises (2 CFR, Section 200.321)**

PM will ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, by taking the following affirmative steps:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
- b. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources.

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- e. Using the services and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development of the Department of Commerce

#### **Duplication of Goods or Services (2 CFR, Section 200.318[d])**

Encore will avoid the acquisition of unnecessary or duplicative items by determining whether the goods or services are necessary and ensuring that their purchase does not duplicate items or bids that Encore **already** has in place. FSD will provide PM with documentation justifying that the purchase of all goods and services requested are required and not duplicative prior to conducting a procurement.

#### **Cost and Price Analysis (2 CFR, Section 200.323)**

FSD will perform a cost or price analysis for every procurement in excess of the federal small purchase threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, FSD will make independent estimates before receiving bids or proposals to ensure the bids or proposals received are reasonable.

#### **Competition (2 CFR, Section 200.319[a][1–5, 7])**

Encore will conduct all procurement transactions in a manner providing full and open competition. Situations where competition is limited will be avoided by Encore. Some of these situations include but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business
- b. Requiring unnecessary experience and excessive bonding
- c. Organizational conflicts of interest
- d. Specifying only a brand name product instead of allowing an equivalent product to be offered
- e. Any arbitrary action in the procurement process

#### **Brand Name or Equivalent (2 CFR, Section 200.319[a][6])**

When using a brand name or product code in the specification, Encore will adhere to the following procedures:

1. FSD will ensure that the description in the specification will always include a clause that an equivalent product is acceptable.
2. A copy of the specified brand or code will be posted on Encore's **website** by the purchasing manager so vendors can verify that the product they are bidding on is actually an equal.

3. Vendors bidding an item as an equal product to the brand name specified will be required to provide FSD with a product specification sheet and a sample case of the product for taste testing and verification by all **Encore nutrition department staff and a selected number of students** to ensure that the product is an equal product to the brand name specified.

#### **Contractor Involvement (2 CFR, Section 200.319[a])**

Encore will ensure objective contractor performance and eliminate unfair competitive advantage by excluding contractors that develop or draft specifications, requirements, statements of work, and IFBs and RFPs from competing for such procurements. Open and free competition cannot be circumvented. FSD will maintain documentation to prove that the appropriate procurement procedures were used and that the final selection is the most efficient and economical for the school.

#### **Clear and Accurate Description of Technical Requirements Required (2 CFR, Section 200.319[c][1–2])**

The nonfederal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided, if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a **brand name** or **equivalent** description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand, which must be met by offers, must be clearly stated and identify all requirements which the offers must fulfill and all other factors to be used in evaluating bids or proposals.

#### **Bid Protest (2 CFR, Section 200.318[k])**

Encore **is** responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve Encore of any contractual responsibilities under its contracts. Violations of law will be referred to local, state, or federal authority having proper jurisdiction.

Encore **accepts** a prospective bidder's protest to a bid award if they believe the award is not in compliance with the law, does not follow bid procedures, or does not meet bid specifications. A protest must be filed with Encore Executive Director. Such protests must be made in writing and received by Encore's **Main** Office within five working days of bid award date and shall include all



documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to Encore's Main Office. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the contract.

**Responsible and Responsive Contractors (2 CFR, Section 200.318[h])**

Encore will award contracts only to responsive and responsible contractors possessing the ability to conform to all of the SFA's stated terms and conditions and to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**Maintenance of Records (2 CFR, Section 200.318[i])**

Encore will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, a copy of the solicitation and contract, the basis for the contract price (the bidding history), rationale and approval for noncompetitive procurements, any contract amendments, billing and payment records, and a history of contractor claims and breaches for the term of the contract plus extensions and three additional school years, or until the next review by the CDE. The CDE and USDA reviewers shall have full access to and the right to examine all procurement documentation occurring during this time period.

**Contract Management [2 CFR, Section 200.318(b)]**

Encore **must** maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**Certifications (including, but not limited to 2 CFR, Appendix II)**

Encore will require any successful respondent to provide proof of having and maintaining during the life of any contract with Encore , Public Liability and Property Damage Insurance to protect themselves and Encore from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations any contract that Encore enters into. Encore will not enter into a contract with any company or individual that has been debarred or suspended. Encore will require that vendors and potential vendors certify their compliance with the Lunsford Act which prohibits anyone required to register as a sex offender under Article 27A of Chapter 4 of the General Statutes from knowingly being on the premises of any school.

Vendors awarded contracts are required to submit a completed Affidavit of Non-collusion, Debarment and Suspension Certificate, and Disclosure of Lobbying Activities. These forms will be included in the proposal package and must be completed prior to commencement of work.

**Continuing Education/Training Standards (7 CFR, Section 210.30[d][1-6])**

Encore has staff responsible for School Nutrition Programs (SNP) are required to engage in continuing education. Each school year, the SFA must ensure that all staff with responsibility for

SNPs that work an average of at least 20 hours per week, other than SNP directors and managers, completes annual training in areas applicable to their job. Beginning July 1, 2016, six hours of annual training are required. Part-time staff working an average of less than 20 hours per week must complete four hours of annual training beginning July 1, 2015. The annual training must include, but is not limited to, the following topics, as applicable to their position and responsibilities:

1. Free and reduced-price eligibility
2. Application, certification, and verification procedures
3. The identification of reimbursable meals at the point of service
4. Nutrition
5. Health and safety standards
6. Any specific topics identified by the USDA Food and Nutrition Service, as needed, to address program integrity or other critical issues.

**Contact Information**

For questions and concerns regarding procurement solicitations, contract evaluations, and awards, please contact the following Encore staff:

Patricia Alaimalo, Director of Operations & Finance

[palaimalo@encorehighschool.com](mailto:palaimalo@encorehighschool.com)

direct (760) 818-7070

# Coversheet

## Approval of Food Service Department Code of Conduct

**Section:** V. Governance  
**Item:** B. Approval of Food Service Department Code of Conduct  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Food Service Department Code of Conduct.pdf



## FOOD SERVICE DEPARTMENT CODE OF CONDUCT

Encore Education Corporation will conduct all procurement transactions in compliance with the regulations and state laws included in Title 2, *Code of Federal Regulations (2 CFR)*, sections 200.318(c)(1)(2), and 400.2(b)(1), and *California Government Code (GC)*, sections 1090 and 87100 et seq.

Employees, officers, and agents of Encore Education Corporation who participate in the selection, award, or administration of a contract must read, sign, and agree to abide by the Encore Education Corporation Code of Conduct annually, by September 1 of each year.

**Encore Education Corporation Conflict of Interest Policy:** No employee, officer, or agent of Encore Education Corporation may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

**Encore Education Corporation Gratuities, Favors, and Gifts Policy:** The officers, employees, and agents of Encore Education Corporation may never solicit gratuities, favors, gifts or anything of monetary value from contractors or parties to subcontracts. However, officers, employees, and agents of Encore Education Corporation may accept unsolicited gratuities, favors, and gifts when the value is nominal, which Encore Education Corporation has established as \$25 or less per gift, not to exceed \$200 per vendor per school year.

The terms gratuities, favors, and gifts include discounts, entertainment, hospitality, loans, forbearance, services, training, transportation, lodging, and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

No gift or prize over the documented value of over \$25 can be accepted. If a gift or prize is received that is over the \$25 limit, the gift must be returned to the vendor with an explanation provided as follows: Thank you for your gift; however, the Encore Education Corporation staff is not allowed to accept gratuities, favors, or gifts that exceed \$25 per gift or \$200 cumulatively per school year.

All gifts are to be documented and reported on the Encore Education Corporation Gift Form, maintained by the Encore Education Corporation Food Service Department's Administrative Assistant. These forms are to be kept for a minimum of the current year plus three additional years.

**Encore Education Corporation Disciplinary Action Policy:** Penalties for violations of the Encore Education Corporation Code of Conduct may include any or all of the following:

- Reprimand or other disciplinary action (e.g., suspension without pay) by the Encore Education Corporation school board
- Dismissal by the Encore Education Corporation school board
- Additional legal action necessary

**Encore Education Corporation Volunteer Policy:** If an employee, officer, or agent of Encore Education Corporation is found to be in a paid or volunteer capacity in any organization that does business with or receives funds from Encore Education Corporation, the employee, officer, or agent is subject to suspension or possible termination.

**Encore Education Corporation Organizational Conflict of Interest Policy:** Agencies with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, must maintain written standards of conduct covering organizational conflicts of interest.

**California GC, Section 87100 et seq.:** Requirements that each designated employee, other than those specified in California GC, Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by sections 87206 and 87207. The first statement filed under a Conflict of Interest Code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code, disclosing investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12 months before the effective date of the Conflict of Interest Code.

- If applicable, **Encore Education Corporation** employees who make or influence governmental decisions are to submit a Statement of Economic Interest, Form 700, annually.

By signing below annually, I acknowledge that I fully understand and agree to abide by the policies of the Encore Education Corporation Code of Conduct.

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Officer, Agent, or Employee Name	Title
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Signature	Date
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***This institution is an equal opportunity provider.***

# Coversheet

## First Reading of BP 1250 Visitor and Volunteer Policy

**Section:** V. Governance  
**Item:** C. First Reading of BP 1250 Visitor and Volunteer Policy  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:**  
BP 1250 Visitor and Volunteer Policy (November 27, 2023 First Reading).pdf

# ENCORE



**Junior & Senior High School for the Arts**

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BP 1250

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**VISITOR AND VOLUNTEER POLICY**



## CLASSROOM AND SCHOOL VOLUNTEER, VISITATION, AND REMOVAL POLICY

While Encore Jr. & Sr. High School of Performing & Visual Arts (“Encore” or the “Charter School”) encourages parents/guardians and interested members of the community to visit the Charter School and view the educational program, Encore also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, the Encore Board of Directors has established the following procedures, to facilitate volunteering and visitations during regular school days:

### Definitions

- A “*visitor*” is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.
- A “*volunteer*” is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

### Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with Encore a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Encore Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.



3. Volunteering must be arranged with the classroom teacher and Executive Director or designee.
4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.
5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.
6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
7. Volunteerism by parents is encouraged but not mandatory. Any volunteer hours are tracked for purposes of maintaining data on the parent participation at the School.

## Visitation

1. Visits during school hours should first be arranged with the teacher and Executive Director, Principal or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the classroom teacher and Principal or designee.
2. All visitors (including volunteers) shall register in the visitor management system (Raptor) in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide their name, address, age (if under 21), their purpose for entering school grounds, and proof of identity. The School shall issue a visitor's badge, which must be worn during the visit.
3. For purposes of school safety and security, the Executive Director or designee may design a visible means of identification for visitors while on school premises.

4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Encore reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.
5. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Encore shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Encore, consistent with the law. The Encore Board of Directors and Bureau of Children's Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.
6. Except for unusual circumstances, approved by the Executive Director, Encore visits should not exceed approximately ninety (90) minutes in length and may not occur more than twice per semester.
7. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Executive Director's written permission.
8. Before leaving campus, the visitor shall return or discard the visitor's badge and sign out the visitor management system (Raptor) in the main office.

#### Limitations of Volunteering or Visitation

1. The Executive Director or designee may seek the assistance of the police in managing or reporting any visitor or volunteer in violation of this Policy.

2. The Executive Director, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
3. The Executive Director may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Executive Director or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.
4. The Executive Director or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Encore's orderly operation. Consent shall be reinstated whenever the Executive Director has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Executive Director shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.
5. The Executive Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Executive Director or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.
6. This Policy does not authorize Encore to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

### Posted Notifications

At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the offices of the Executive Director and Principal or designee/s are located, and what route to take to that office, and setting forth the penalties for violation of this Policy.

## Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Encore's pursuit of a restraining order against a visitor, which would prohibit the visitor from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

# Coversheet

## First Reading of BP 3540 Transportation Safety Policy

**Section:** V. Governance  
**Item:** D. First Reading of BP 3540 Transportation Safety Policy  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** BP 3540 Transportation Safety Policy (Nov 27 2023 first reading).pdf

# ENCORE



**Junior & Senior High School for the Arts**

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BP 3540

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**TRANSPORTATION SAFETY POLICY**



Because Encore Jr. & Sr. High School for the Performing & Visual Arts (“Encore” or the “Charter School”) provides transportation to or from school or a Encore school activity, the Encore Board of Directors (“Board”) approved the following transportation safety plan, which contains procedures for Encore personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at the School’s main office and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Encore policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the Encore discipline policy.

### **Definitions**

- “*School bus*” is any motor vehicle designed, used, or maintained for the transportation of a Encore student at or below the grade 12 level to or from Encore or to and from Encore activities. “*School bus*” does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more students who use wheelchairs.
- “*School activity bus*” is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between Encore and carrier to transport Encore students at or below the grade 12 level to or from an Encore activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

### **Determining Whether a Student Requires an Escort**

If the school site or school activity destination is located on the opposite side of the street of the actual bus stop, then Encore and California Vehicle Code section 22112(d) require the student to be physically escorted by the bus driver across that street and under the bus drivers’ direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. Encore requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

### **Procedures for Seventh and Eighth Grade Students Regarding Boarding and Exiting the Bus**

Encore has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus. Encore is not required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

Boarding:

1. Students shall board or exit the school bus ONLY at their assigned bus stop or school activity destination.
2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
3. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
4. Students are to remain seated at all times while the bus is in motion.
5. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
6. Students are to follow the directions of the bus driver while they are aboard the bus.
7. Students are responsible to follow all rules and regulations.

Exiting:

1. Students shall stay seated until the bus comes to a complete stop.
2. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
3. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop or school activity destination.
4. Students will unload in an orderly manner using the handrails.
5. Students shall exit the bus only at their assigned bus stop or school activity destination. Exceptions will only be allowed when the student presents the bus driver with a note signed by the student's parent and endorsed by the Principal.
6. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
7. Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
8. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

**Procedures for All Students to Follow as They Board or Exit a School Bus at Encore or Other School Activity Location**

Encore has created the following procedures to govern the safe entry and exit of all students at Encore or other school activity location.

Boarding Buses at School Site or School Activity Location:

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.



3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the Encore staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the Encore teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

#### Exiting Buses at School Site or School Activity Location:

1. Upon arrival at Encore, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
3. Upon arrival at the school or school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the Encore teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
  - c. When the Encore teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either Encore or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from Encore staff and the bus driver.

#### **Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus**

Encore staff members should always be involved and active in the supervision of the loading and unloading of students at Encore and on activity trips to ensure no student is left unattended on the school bus or school activity bus. To do this, Encore staff shall adhere to the following procedures:

1. Before leaving the school site for a school activity, the Encore teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
2. Once the bus reaches the destination, a Encore teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.

3. A Encore staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are left on board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the Encore teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student of being present.
5. The Encore teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

### **Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus**

Encore shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus or a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity bus.

### **Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety**

Encore shall ensure that all students who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

### **Instruction for Students who were not Previously Transported in a School Bus**

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

1. A list of school bus stops near the student's home.
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line.
  - b. Students are not to play in or be in the street or private property.
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop.
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time.
  - e. If the student is late and needs to cross the street that the bus is stopped on, the student must wait for the bus driver to escort the student across the street.
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving.
  - h. Students should understand the bus driver is in charge at all times, and students should follow the bus driver's directions.

- i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped.
- j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
- k. Red light crossing instructions, consistent with this Plan.
- l. School bus danger zone(s).
- m. Walking to and from school bus stops.

### **Instruction for all Students Prior to Departure on School Trip**

Finally, prior to departure on a school activity trip, Encore shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

- 1. Location of emergency exits; and
- 2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.
- 3. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.

### **Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less**

Pursuant to Vehicle Code section 34501.6, Encore is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

- 1. The school bus driver will notify the Principal or designee that atmospheric conditions have reduced visibility to 200 feet or less.
- 2. The Principal may consult with legal counsel as needed.
- 3. The Principal may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the Principal.

# Coversheet

## Reimbursement to Executive Director

**Section:** VI. Business and Finance  
**Item:** A. Reimbursement to Executive Director  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Encore High School Mail - Preapproval for reimbursement.pdf  
Employee Reimbursement-Bow, Sabrina 10.27.23.pdf



Patricia Alaimalo <palaimalo@encorehighschool.com>

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## Preapproval for reimbursement

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Patricia Alaimalo <palaimalo@encorehighschool.com>

Thu, Oct 26, 2023 at 2:09 PM

To: Sabrina Bow <sbow@encorehighschool.com>

Cc: Chandale Sutton <csutton@encoreedcorp.com>, "St. Claire Adriaan" <sadriaan@encorehighschool.com>

Dr. Bow,

I authorize approval for this purchase and will forward your reimbursement request to the board for final approval once submitted.

On Thu, Oct 26, 2023 at 1:56 PM Sabrina Bow <sbow@encorehighschool.com> wrote:

I am requesting preapproval for reimbursement of up to \$600 (six hundred dollars) to purchase candy for enrollment marketing purposes. This candy will be used at tomorrow's, Cottonwood Elementary School event and Saturday's Hesperia Lake trunk or treat event.

SABRINA BOW, Ed.D.  
Executive Director  
Encore Jr. & Sr. HS for the Arts

~sent from my mobile~

--

### **Patricia Alaimalo**

#### **Director of Operations & Finance**

Encore Education Corporation  
16955 Lemon Street  
Hesperia, CA 92345

Email: [palaimalo@encorehighschool.com](mailto:palaimalo@encorehighschool.com)

Direct Line: (760) 818-7070

School Phone: (760) 956-2632

<http://www.encorehighschool.com/>

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# ENCORE



## Junior & Senior High School for the Arts

### Employee Reimbursement

Employee Requesting Reimbursement: Dr. Sabrina Bow 10/27/23  
Date

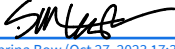
Date	Description	Total Amount
10/26	Smart N Final	\$508.73
	Student Event-Cottonwood Elem Festival	
	Street Band Performance	
<b>Grand Total</b>		<b>\$508.73</b>

Name (make check payable to): Sabrina Bow

Address: 607 E. Boxwood Lane

City, State, Zip: Azusa, CA 91702  
(Check will be mailed to this address if the total amount is over \$100)

I hereby certify that the above is an accurate accounting of my expenses incurred on behalf of Encore Education Corporation, and I have attached copies of receipts on the receipt form and/or proof of payment.

Employee's Signature:  Sabrina Bow (Oct 27, 2023 17:33 PDT)

#### OFFICE USE ONLY

Rev. 3/21

Approval:    Yes / No

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Baw  
reimbursement*

**Smart & Final.** &  
Warehouse & Market. Friend & Neighbor.

Smart And Final  
Store 794  
303 E. FOOTHILL BLVD.  
AZUSA, CA 91702  
Telephone (626) 334-5189

**Grocery**

H Choc Miniatures Asst	29.99	F
H Choc Miniatures Asst	29.99	F
H Choc Miniatures Asst	29.99	F
H Choc Miniatures Asst	29.99	F
Childs Play Candy	9.99	F
Childs Play Candy	9.99	F
Childs Play Candy	9.99	F
Childs Play Candy	9.99	F
H HSY Snack Size Assort	17.99	F
H HSY Snack Size Assort	17.99	F
H HSY Snack Size Assort	17.99	F
H HSY Snack Size Assort	17.99	F
Mars Chocolate Variety	19.99	F
Mars Chocolate Variety	19.99	F
Mars Chocolate Variety	19.99	F
Tootsie Pops	16.99	F
Tootsie Roll Berry Pops	16.99	F
Tootsie Pops	16.99	F
Tootsie Pops	16.99	F
Tootsie Pops	16.99	F
H Chocolate/Sweet Asst	22.99	F
Regular Price \$23.99		
Mars Chocolate Variety	19.99	F
Childs Play Candy	9.99	F
Childs Play Candy	9.99	F
Kiddie Mix	22.99	F
Kiddie Mix	22.99	F
Kiddie Mix	22.99	F

SUBTOTAL 508.73

Total # Items Sold 27

508.73 @ 0.000% = 0.00

TOTAL 508.73  
Amex 508.73

PURCHASE \$508.73  
\*\*\*\*\*4005 AmEx  
CHIP CONTACTLESS  
REF#: 884287 APPROVED  
AMERICAN EXPRESS  
ARQC - A96093EF90455BA3  
Mode: Issuer  
IAD: 06570103A0A002