



## Encore JR/SR High School

### Regular Encore Board of Directors Meeting - December 18, 2023

Published on December 15, 2023 at 4:29 PM PST

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#### **Date and Time**

Monday December 18, 2023 at 6:30 PM PST

#### **Location**

Encore High School  
16955 Lemon Street  
Hesperia CA 92345

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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> |
| <b>A.</b> Call the Meeting to Order   |                 | Chandale Sutton    |                |
| <b>B.</b> Record Attendance   |                 | Chandale Sutton    | 1 m            |
| <b>C.</b> Public Comment  |                 | Chandale Sutton    | 1 m            |
| <b>D.</b> Approval of the Agenda  | Vote            | Chandale Sutton    | 1 m            |
| <b>E.</b> 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>             |                 |                    |                |
| <b>A.</b> Approval of Board Meeting Minutes   | Approve Minutes | Chandale Sutton    | 1 m            |
| <p>Approve minutes for Regular Encore Board of Directors Meeting - November 27, 2023 on November 27, 2023</p>   |                 |                    |                |
| <b>B.</b> Personnel Report  | Vote            | Sabrina Bow        | 1 m            |
| <b>C.</b> Fiscal Year 2022/2023 Williams Annual Report  | 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 annual report for the 2022-23 year.</p> |                 |                    |                |
| <b>III. Items Pulled From Consent Calendar</b>  |                 |                    | <b>6:42 PM</b> |
| <b>A.</b> Items Pulled From Consent Calendar  | Discuss         | Chandale Sutton    | 3 m            |
| <b>IV. Staff Reports</b>  |                 |                    | <b>6:45 PM</b> |
| <b>A.</b> Executive Director's Report   | Discuss         | Sabrina Bow        | 2 m            |
| <b>B.</b> Principal's Report  | Discuss         | St. Claire Adriaan | 3 m            |
| <b>C.</b> Staff Liaison Report  | Discuss         | Sandi Del Sole     | 3 m            |

|  | Purpose | Presenter                          | Time           |
|--|---------|------------------------------------|----------------|
| <b>V. Business and Finance</b>   |         |                                    | <b>6:53 PM</b> |
| <b>A.</b> Approval of 23-24 First Interim Budget Report  | Vote    | Daniel Lee, ICON School Management | 5 m            |
| <b>B.</b> Approval of Agreement for Consulting Services with Thrive Public Schools   | Vote    | Sabrina Bow                        | 1 m            |
| <b>C.</b> Ratification of Contract with CleanStart Cleaning Services   | Vote    | Sabrina Bow                        | 2 m            |
| <b>VI. Adjourn to Closed Session</b>   |         |                                    | <b>7:01 PM</b> |
| <p>Pursuant to Government Code Section 54957, the Board may adjourn to closed session as agenda item 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.</p> |         |                                    |                |
| <p><b>A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –</b> Significant exposure / Initiation of litigation pursuant to subdivision (c) of Section 54956.9: One Case.</p>  |         |                                    |                |
| <b>A.</b> Reconvene from closed session  | Discuss | Chandale Sutton                    | 2 m            |
| <p>After the closed session is complete, the Board will reconvene and report any action taken during closed session to the extent required by law.</p>   |         |                                    |                |
| <b>VII. Closing Items</b>  |         |                                    | <b>7:03 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. 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. 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 - November 27, 2023 on November 27, 2023

APPROVED



## Encore JR/SR High School

### Minutes

Regular Encore Board of Directors Meeting - November 27, 2023

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#### **Date and Time**

Monday November 27, 2023 at 6:30 PM

#### **Location**

Encore High School  
16955 Lemon Street  
Hesperia CA 92345

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#### **Directors Present**

C. Sutton, I. Rapier, K. Lutz, S. Adriaan, S. Bow (remote)

#### **Directors Absent**

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G. Hernandez, I. Garcia, J. Grant, P. Alaimalo, R. Hunt, R. Magana

**Guests Present**

J. Schwarck, J. Simmons (remote), Patricia Alaimalo, S. Del Sole, St. Claire Adriaan

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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 Nov 27, 2023 at 7:07 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**

|              |        |
|--------------|--------|
| P. Alaimalo  | Absent |
| J. Grant     | Absent |
| R. Hunt      | Absent |
| K. Lutz      | Aye    |
| C. Sutton    | Aye    |
| I. Rapier    | Aye    |
| G. Hernandez | Absent |
| I. Garcia    | Absent |
| R. Magana    | Absent |

**E. Board Member Comments**

No comments at this time.

**II. Consent Items**

**A. Approval of Board Meeting Minutes**

I. Rapier made a motion to approve the minutes from Regular Encore Board of Directors Meeting - October 23, 2023 on 10-23-23.

K. Lutz seconded the motion.

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

**Roll Call**

R. Magana Absent  
C. Sutton Aye  
R. Hunt Absent  
I. Rapier Aye  
I. Garcia Absent  
P. Alaimalo Absent  
K. Lutz Aye  
G. Hernandez Absent  
J. Grant Absent

**B. Personnel Report**

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

**Roll Call**

R. Magana Absent  
I. Rapier Aye  
G. Hernandez Absent  
C. Sutton Aye  
K. Lutz Aye  
I. Garcia Absent  
R. Hunt Absent  
P. Alaimalo Absent  
J. Grant Absent

**C. Williams Monitoring First Quarterly Report 2023-24**

**III. Staff Reports**

**A. Executive Director's Report**

Sabrina Bow discussed the budget. The First Interim budget for July 1- October 31 will be submitted to the district by the December deadline and sharing out at December Board Meeting.

An audit extension will be requested for mid January and will be presented at the January Board Meeting.

Vision reset meeting took place this morning with Chandale Sutton, St Claire Adriaan, and Sabrina Bow. The purpose was to discuss culture, systems, organization, the remainder of this school year, and resource alignment.

**B. Staff Liaison Report**

Sandi Del Sole reported out on the upcoming events. Barnes and Noble will be on December 2. This is a promotional event as well as a fundraising opportunity. December



9 will be the Holly Jolly Craft Fair. Legends of the Decades show will open on December 8 and runs through December 16. Kids Camp is being planned.

### C. Principal's Report

St. Claire Adriaan discussed a reset for the school in January 2024.

Preliminary WASC meeting on Tuesday, November 28.

Robert Hekel was invited to share out. Choir is participating in several events for the holidays.

The Palm Springs Aerial Tramway event is set for December 10.

Encore Women's Choir has been invited to the 2024 All State Choral Festival. Encore won the Superior rating in 2023 and the overall trophy for the last 3 years.

A proposal tour was presented to the board to approve the students to attend this trip.

This item was not on the agenda to vote on so it will be added to the next Board Meeting.

## IV. Governance

### A. Approval of School Nutrition Program Procurement Policy

I. Rapier made a motion to Approve.

K. Lutz seconded the motion.

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

#### Roll Call

|              |        |
|--------------|--------|
| I. Garcia    | Absent |
| G. Hernandez | Absent |
| J. Grant     | Absent |
| K. Lutz      | Aye    |
| C. Sutton    | Aye    |
| R. Magana    | Absent |
| I. Rapier    | Aye    |
| R. Hunt      | Absent |
| P. Alaimalo  | Absent |

### B. Approval of Food Service Department Code of Conduct

K. Lutz 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   | Absent |
| I. Garcia   | Absent |
| P. Alaimalo | Absent |
| R. Hunt     | Absent |

**Roll Call**

G. Hernandez Absent  
J. Grant Absent  
K. Lutz Aye

**C. First Reading of BP 1250 Visitor and Volunteer Policy**

These policies have been developed with our legal counsel as a first reading.

**D. First Reading of BP 3540 Transportation Safety Policy**

These policies have been developed with our legal counsel as a first reading.

**V. Business and Finance**

**A. Reimbursement to Executive Director**

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

**Roll Call**

I. Rapier Aye  
G. Hernandez Absent  
R. Hunt Absent  
P. Alaimalo Absent  
K. Lutz Aye  
C. Sutton Aye  
J. Grant Absent  
R. Magana Absent  
I. Garcia Absent

**VI. Adjourn to Closed Session**

**A. Reconvene from closed session**

The board took no action during closed session.

**VII. Closing Items**

**A. Adjourn Meeting**

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

**Roll Call**

K. Lutz Aye  
C. Sutton Aye

**Roll Call**

R. Magana Absent  
P. Alaimalo Absent  
G. Hernandez Absent  
I. Garcia Absent  
J. Grant Absent  
R. Hunt Absent  
I. Rapier Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:01 PM.

Respectfully Submitted,  
C. Sutton

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**Documents used during the meeting**

- Personnel Report July - October 2023.pdf
- WILL-Encore\_1stQuarterlyReportFINAL-2023-24.pdf
- School Nutrition Program Procurement Policy.pdf
- Food Service Department Code of Conduct.pdf
- BP 1250 Visitor and Volunteer Policy (November 27, 2023 First Reading).pdf
- BP 3540 Transportation Safety Policy (Nov 27 2023 first reading).pdf
- Encore High School Mail - Preapproval for reimbursement.pdf
- Employee Reimbursement-Bow, Sabrina 10.27.23.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 (November 1 - December 15, 2023).pdf |

| <b>Date</b> | <b>Employee</b>   | <b>Position</b>                        | <b>Status</b>                     |
|-------------|-------------------|--|-----------------------------------|
| 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                          |
| 11/28/2023  | Kelly, James      | Campus Aide                            | Resignation                       |
| 12/7/2023   | Haskins, Isaac    | Substitute Teacher                     | New Hire                          |
| 12/15/2023  | Arbittier, Jacob  | Teacher (Film)                         | New Hire                          |

# Coversheet

## Fiscal Year 2022/2023 Williams Annual Report

**Section:** II. Consent Items  
**Item:** C. Fiscal Year 2022/2023 Williams Annual Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Encore\_2022-23\_WilliamsAnnualReport.pdf



Ted Alejandre  
County Superintendent

November 30, 2023

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

**RE: Board Agenda Item: Fiscal Year 2022/2023 Williams Annual Report**

Dear Dr. Bow:

Per California Education Code section 1240, San Bernardino County Superintendent of Schools (SBCSS) staff continues to regularly monitor and report on the status of all Williams-monitored schools in the county to ensure compliance with the Williams legislation. Enclosed is a copy of the Williams Annual Report for your district as well as countywide findings by supervisorial district based on the **2022/2023** school year visitation and review findings.

Per Section 1240(c)(2)(A)(i), the annual report shall be submitted to the governing board of each school district, the county board of education, as well as the county board of supervisors at a regularly scheduled November meeting held in accordance with public notification requirements. Please note that the annual report has been submitted to the San Bernardino County Board of Education and the San Bernardino County Board of Supervisors in accordance with this provision. ***Please make sure to include this report as an agenda item for your next regularly scheduled Board meeting.***

As you may know, Education Code 1240 was modified to establish a new list of schools by the State Superintendent of Public Instruction (SSPI) for monitoring beginning with fiscal year 2022/2023 pursuant to Assembly Bill 599 (Chapter 667, Statutes of 2021). Additionally, Senate Bill 114 (Chapter 48, Statutes of 2023) further modified this statute to extend the duration of the new list for monitoring purposes. The list of schools is set to be reestablished by the SSPI in fiscal year 2024/2025 and every three (3) fiscal years thereafter.

Thank you and your staff for the continued efforts and collaboration in support of this important work.

Sincerely,

Ted Alejandre  
County Superintendent

Attachment: Fiscal Year 2022/2023 Williams Annual Report

cc: Mr. Chandale Sutton, Board President  
Mrs. Patricia Alaimalo, Williams Liaison  
Mr. Isaac Newman-Gomez, HUSD Asst. Superintendent - 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 Manager, Credential Services

Office of the Superintendent

601 North E Street • San Bernardino, CA 92415-0020 • P: 909.386.2406 • F: 909.888.5480 • www.sbcss.net



# **Williams Settlement Fiscal Year 2022/2023 Annual Report**

*for*

## **Encore Jr./Sr. High School for the Performing and Visual Arts**

**November 2023**



## **San Bernardino County Superintendent of Schools Williams Settlement Monitoring Fiscal Year 2022/2023 Annual Report**

### **Preface**

The Williams Lawsuit Settlement, reached and enacted into law in August 2004, has set the standard for providing equitable educational opportunities in San Bernardino County and throughout California. Williams legislation has provided an opportunity for county and district superintendents to work collaboratively to support and assist underperforming schools to improve student achievement.

The American Civil Liberties Union filed *Williams v. California* in 2000 on behalf of the plaintiffs – nearly 100 students from San Francisco County – as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public-school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issue of equity for disadvantaged and minority students, particularly in large and urban school districts, was the crux of the case.

The settlement covered four (4) key areas:

- **Instructional Materials:** All students, including English learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities:** All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment:** All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting:** All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their School Accountability Report Card (SARC). Additionally, all schools, not including charter schools, must post a notice in each classroom informing parents and guardians of their right to file a Uniform Complaint regarding instructional materials sufficiency, facilities repair, and teacher misassignments or vacancy.

In Fiscal Year 2013/2014, the Local Control Funding Formula was implemented and made significant changes to education statute. Williams Settlement requirements for all schools remained in effect and were further distinguished as the first of eight state priorities that must be addressed in mandated Local Control Accountability Plans (LCAPs). This means all schools (monitored and those that are not) must continue adhering to Williams requirements and all districts must identify and address actions that will be taken each year to achieve and/or correct any deficiencies related to Williams compliance in their LCAPs.

In Fiscal Year 2021/2022, new criteria were established with the passage of Assembly Bill 599, which replaced the previously used Academic Performance Index, to identify a list of schools, including charter schools, to be monitored by the County Superintendent to ensure Williams Settlement compliance. The criteria included schools identified for comprehensive support and improvement and additional targeted support and improvement pursuant to the Every Student Succeeds Act. In addition, the criteria included schools where fifteen (15) percent or more of the teachers held a permit or certificate lesser than a preliminary or clear California teaching credential. In accordance with Education Code 1240, the list of schools identified is set to be reestablished by the State Superintendent of Public Instruction in Fiscal Year 2024/2025 and every

three (3) fiscal years thereafter. Fiscal Year 2022/2023 was the first year of the fifth cohort. One hundred thirty-three (133) schools in San Bernardino County were subject to review and received at least one site visit.

San Bernardino County Superintendent of Schools review teams conducted the instructional materials and facilities reviews at all monitored schools within their first four weeks of the 2022/2023 school year based on district-specific start dates. At the conclusion of the instructional materials monitoring process, there were two (2) schools with instructional materials insufficiencies, meaning they could not resolve the shortages identified at the time of visitation by the eight-week deadline specified in Education Code.

Overall, the county review teams found facilities conditions to be in good repair. Eleven (11) emergency or extreme conditions were observed: six (6) cases of non-functional air conditioning systems, two (2) instances of play/sports equipment posed an extreme safety hazard, one (1) scenario where exposed broken glass or glass-like material was accessible to pupils and staff, one (1) observance of severe cracks, and one (1) instance where an emergency exit was covered or blocked. Two (2) of the conditions were remedied prior to the end of the site visit.

A separate in-office review was conducted to evaluate each monitored school's SARC for accuracy of information reported to the public pertaining to the sufficiency of instructional materials and the condition of school facilities based on statutory requirements and county monitoring findings. At the conclusion of the SARC review, all inaccuracies observed were communicated to districts/schools and they were provided an opportunity to resolve the inaccuracies. There were two (2) schools with inaccurate SARCs by the conclusion of the review period.

The annual assignment monitoring and review process for Fiscal Year 2022/2023 was significantly delayed due to changes in state reporting deadlines that impacted the new California Statewide Assignment Accountability System monitoring process. The 90-day review period for Fiscal Year 2022/2023 began August 1, 2023, and concluded on November 1, 2023. Due to the conclusion date of this review, the findings were not included in the Fiscal Year 2022/2023 Annual Report.

\*SB 6 (Alpert), SB 550 (Vasconcellos), AB 1550 (Daucher), AB 2727 (Daucher), AB 3001 (Goldberg), AB 831 (Committee on Education)

**San Bernardino County Superintendent of Schools  
Williams Settlement Monitoring  
Fiscal Year 2022/2023 School Year District Summary**

| School District                        | Total Enrollment | Total Schools | Total Williams-monitored Schools | Total Williams-monitored Charter Schools | Total "Good Repair" Facility Deficiencies | Remedied "Good Repair" Facility Deficiencies | Total "Emergency Repair" Facility Deficiencies | Remedied "Emergency Repair" Facility Deficiencies | Instructional Materials Insufficiencies | Inaccurate School Accountability Report Cards | Teacher Vacancies <sup>1</sup> | Teacher Vacancies Filled <sup>1</sup> | Overall Misassignments <sup>1</sup> | Overall Misassignments Corrected During CalSAAS Review <sup>1</sup> |
|--|------------------|---------------|----------------------------------|--|---|--|--|---|---|---|--------------------------------|---------------------------------------|-------------------------------------|---|
| Adelanto Elementary                    | 8,213            | 16            | 9                                | 0  | 69  | 29   | 1  | 1   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Apple Valley Unified                   | 15,087           | 16            | 4                                | 0  | 21  | 13   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Barstow Unified                        | 6,396            | 13            | 8                                | 0  | 20  | 12   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Bear Valley Unified                    | 2,145            | 6             | 2                                | 0  | 16  | 11   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Chaffey Joint Union High               | 23,145           | 12            | 2                                | 0  | 125                                       | 54   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Chino Valley Unified                   | 26,601           | 36            | 1                                | 1  | 30  | 20   | 0  | 0   | 60                                      | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Colton Joint Unified                   | 19,297           | 29            | 5                                | 0  | 53  | 25   | 2  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Fontana Unified                        | 34,170           | 47            | 1                                | 0  | 1   | 0  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Helendale                              | 6,824            | 8             | 1                                | 1  | 23  | 8  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Hesperia Unified                       | 25,006           | 31            | 9                                | 3  | 210                                       | 28   | 2  | 1   | 33                                      | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Lucerne Valley Unified                 | 11,145           | 11            | 2                                | 0  | 8   | 1  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Morongo Unified                        | 7,407            | 16            | 7                                | 0  | 30  | 11   | 1  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Needles Unified                        | 955              | 7             | 3                                | 0  | 2   | 0  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Ontario-Montclair                      | 18,471           | 34            | 4                                | 0  | 20  | 6  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Redlands Unified                       | 20,019           | 28            | 2                                | 1  | 15  | 9  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Rialto Unified                         | 24,132           | 30            | 11                               | 0  | 68  | 29   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Rim of the World Unified               | 2,890            | 10            | 1                                | 0  | 4   | 1  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| San Bernardino City Unified            | 50,434           | 87            | 28                               | 4  | 222                                       | 113  | 3  | 0   | 0                                       | 1   | N/A                            | N/A                                   | N/A                                 | N/A   |
| San Bernardino County Supt. of Schools | 6,461            | 8             | 0                                | 2  | 83  | 24   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Silver Valley Unified                  | 1,949            | 8             | 4                                | 0  | 84  | 15   | 2  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Snowline Joint Unified                 | 7,961            | 12            | 2                                | 0  | 7   | 5  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Trona Joint Unified                    | 247              | 2             | 1                                | 0  | 21  | 10   | 0  | 0   | 0                                       | 1   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Upland Unified                         | 10,079           | 15            | 2                                | 0  | 73  | 39   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Victor Elementary                      | 12,420           | 19            | 9                                | 0  | 33  | 15   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Victor Valley Union High               | 12,105           | 12            | 3                                | 0  | 20  | 18   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| <b>Totals</b>                          | <b>353,559</b>   | <b>513</b>    | <b>121</b>                       | <b>12</b>                                | <b>1,258</b>                              | <b>496</b>                                   | <b>11</b>                                      | <b>2</b>  | <b>93</b>                               | <b>2</b>                                      | <b>N/A</b>                     | <b>N/A</b>                            | <b>N/A</b>                          | <b>N/A</b>  |

<sup>1</sup>The annual teacher assignment monitoring and review process for the 2022/2023 fiscal year was postponed. The review process began on August 1, 2023, and concluded on November 1, 2023.

### Hesperia Unified School District Fiscal Year 2022/2023 Williams Annual Report

| School   | Total Enrollment | Monitoring Determinant(s)   |                                       |                             | Total "Good Repair" Facility Deficiencies | Remedied "Good Repair" Facility Deficiencies | Total "Emergency Repair" Facility Deficiencies | Remedied "Emergency Repair" Facility Deficiencies | Instructional Materials Insufficiencies | Inaccurate School Accountability Report Cards | Teacher Vacancies <sup>1</sup> | Teacher Vacancies Filled <sup>1</sup> | Overall Misassignments <sup>1</sup> | Overall Misassignments Corrected During CalSAAS Review <sup>1</sup> |
|--|------------------|-----------------------------|---------------------------------------|-----------------------------|---|--|--|---|---|---|--------------------------------|---------------------------------------|-------------------------------------|---|
|  |                  | ESSA Assistance Status 2019 | 15% or More Teachers Not Credentialed | % Teachers Not Credentialed |   |  |  |   |   |   |                                |                                       |                                     |   |
| Carmel Elementary  | 792              | ATSI                        | N/A                                   | 0                           | 0   | 0  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Cedar Middle   | 1,023            | ATSI                        | N/A                                   | 0                           | 0   | 0  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Encore Jr./Sr. High School for the Performing and Visual Arts* | 630              | N/A                         | Y                                     | 0.265                       | 103                                       | 5  | 0  | 0   | 33                                      | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Eucalyptus Elementary  | 728              | ATSI                        | N/A                                   | 0                           | 2   | 0  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Hesperia Junior High   | 1,164            | ATSI                        | N/A                                   | 0                           | 2   | 0  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Kingston Elementary  | 784              | ATSI                        | N/A                                   | 0                           | 0   | 0  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Lime Street Elementary   | 860              | ATSI                        | N/A                                   | 0                           | 2   | 0  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Maple Elementary   | 927              | ATSI                        | N/A                                   | 0                           | 1   | 1  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Mission Crest Elementary                                       | 926              | ATSI                        | N/A                                   | 0                           | 8   | 1  | 2  | 1   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Pathways to College*   | 372              | N/A                         | Y                                     | 0.3                         | 51  | 11   | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Ranchero Middle  | 1,160            | ATSI                        | N/A                                   | 0                           | 13  | 2  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| Summit Leadership Academy*                                     | 224              | CSI Grad                    | Y                                     | 0.167                       | 28  | 8  | 0  | 0   | 0                                       | 0   | N/A                            | N/A                                   | N/A                                 | N/A   |
| <b>Subtotals</b>   | <b>9,590</b>     |                             |                                       |                             | <b>210</b>                                | <b>28</b>                                    | <b>2</b>                                       | <b>1</b>  | <b>33</b>                               | <b>0</b>                                      | <b>N/A</b>                     | <b>N/A</b>                            | <b>N/A</b>                          | <b>N/A</b>  |

<sup>1</sup>The annual teacher assignment monitoring and review process for the 2022/2023 fiscal year was postponed. The review process began on August 1, 2023, and concluded on November 1, 2023.

\*District-authorized charter school

Refer to Williams Glossary of Terms

## Williams Glossary of Terms

**Academic Performance Index (API)** – A component of California’s Public Schools Accountability Act of 1999 formerly utilized to determine Williams-monitored schools. The API measured the academic performance and growth of schools. The API is no longer calculated due to the launch of the new accountability system known as the California School Dashboard, which has been designed to better measure the State’s educational goals based on a growth model. For more information on the current list of Williams-monitored schools, please see Monitoring Determinant(s).

**Additional Targeted Support and Improvement (ATSI)** – Pursuant to the Every Student Succeeds Act, a school that is not eligible for comprehensive support and improvement (CSI) and has one or more student group(s) that meet any of the criteria used to determine CSI Low Performing school.

**Annual Teacher Assignment Monitoring and Review** – An annual review conducted to ensure teachers are appropriately certificated for their specific teaching assignment, including English Learner Authorization. The 90-day review period for the 2022/2023 fiscal year began on August 1, 2023, and concluded on November 1, 2023.

**California Statewide Assignment Accountability System (CalSAAS)** – As defined by the Commission on Teacher Credentialing, “CalSAAS is a new system of Assignment Monitoring allowing annual monitoring of all certificated educator assignments. CalSAAS works through the comparison of the California Department of Education’s California Longitudinal Pupil Achievement Data System (CALPADS) assignment data and the Commission’s Credential authorization data by educator’s California Statewide Educator Identifier (SEID). Through this comparison the system identifies questionable assignments, referred to as “exceptions,” and provides Local Educational Agencies (LEAs) and County Offices of Education (COEs) with an opportunity to address anomalies, and correct misassignments.”

**Comprehensive Support and Improvement (CSI) Grad** – Pursuant to the Every Student Succeeds Act, a high school eligible to receive assistance in the CSI category based on low graduation rate.

**Comprehensive Support and Improvement (CSI) Low Performing** – Pursuant to the Every Student Succeeds Act, a school eligible to receive assistance in the CSI category based on the criteria for lowest-performing school.

**Emergency Repair** – Structures or systems of a facility are in a condition that poses an emergency or urgent threat to the health and safety of pupils or staff.

**Good Repair** – Good repair means a facility is maintained in a manner that ensures it is clean, safe, and functional. Good repair status is determined by a school facility inspection and evaluation instrument (known as the *Facilities Inspection Tool* [FIT]) developed by the Office of Public School Construction or a local evaluation instrument that meets the same criteria.

**Inaccurate School Accountability Report Card (SARC)** – SARCs with outstanding inaccuracies or missing information pertaining to the quality, currency, and availability of sufficient textbooks and/or instructional materials and the safety, cleanliness, and adequacy of school facilities. These areas are reviewed in accordance with the state’s data definitions and the previous year’s Williams visit findings. All California public schools must annually

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publish SARCs which contain specific information about themselves to the community allowing the public to evaluate and compare schools for student achievement, environment, resources, and demographics.

**Instructional Materials Insufficiencies** – The number of insufficiencies identified in the four core subject areas (English language arts, mathematics, science, and history-social science) at each school during the Williams site visit that were not corrected by the eighth week of school. Sufficient textbooks or instructional materials means, “each pupil, including English Learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.”

**Local Control Funding Formula (LCFF)** – The current K-12 funding system that provides funding to districts based on the demographic profile of the students they serve. Implementation of the formula began in Fiscal Year 2013/2014.

**Local Control and Accountability Plan (LCAP)** – Required under the LCFF, the LCAP is a locally developed three-year plan that describes how a local educational agency intends to meet annual goals for all pupils, including specific activities to address state and local priorities identified in Education Code.

**Local Control and Accountability Plan (LCAP) Priority 1** – One of the state-defined priorities that must be addressed in a local educational agency’s LCAP to capture local measurement of progress for meeting Williams Settlement requirements, including: the degree to which the teachers of the school district are appropriately assigned and fully credentialed in the subject areas, and, for the pupils they are teaching; ensuring every pupil in the school district has sufficient access to the standards-aligned instructional materials; and school facilities are maintained in good repair.

**Monitoring Determinant(s)** – In 2021/2022, new monitoring criteria was established with the passage of Assembly Bill 599, which replaced the previously used Academic Performance Index, to identify the list of schools, including charter schools, for the county superintendent's annual Williams Settlement monitoring. The criteria included schools identified for comprehensive support and improvement (CSI) and additional targeted support and improvement (ATSI) pursuant to the Every Student Succeeds Act. In addition, the criteria included schools where fifteen (15) percent or more of the teachers held a permit, certificate, or any other authorization that are lesser certifications than a preliminary or clear California teaching credential. In accordance with Education Code 1240, the list of schools is set to be reestablished by the Superintendent of Public Instruction in the 2024/2025 fiscal year and every three (3) fiscal years thereafter.

The monitoring determinant(s) identified in the Annual Report are as follows:

- **ESSA Assistance Status** – Any school identified as CSI Low Performing, CSI Grad or ATSI.
- **15% or More Teachers Not Credentialed** – “Y” identifies schools that have 15 percent or more teachers not credentialed. “N/A” indicates schools that have not been identified for Williams-monitoring based on this criteria.
- **% of Teachers Not Credentialed** – The percentage of teachers not credentialed at a specific school.

**Overall Misassignments** – Total vacancies and corrected or uncorrected assignments based on Census Date identified during the Fiscal Year 2022/2023 Assignment Monitoring process utilizing the CalSAAS program. “Misassignment” means the placement of a certificated

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employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold (Education Code 35186[h][2]).

Please note more than one misassignment may be identified within a certificated assignment (e.g., a special education teacher lacking authorization for potentially more than one disability). English learners misassignments are one per teacher of record and included with the overall misassignments.

**Overall Misassignments Corrected During CalSAAS Review** – Total misassignments corrected by the local education agency after Census Date and prior to the monitoring process utilizing the CalSAAS program. “Misassignment” means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold (E.C. 35186[h][2]).

Please note more than one misassignment may be identified within a certificated assignment (e.g., a special education teacher lacking authorization for potentially more than one disability). English learners misassignments are one per teacher of record and included with the overall misassignments.

**Remedied “Emergency Repair” Facility Deficiencies** – The number of facility deficiencies identified as emergency repair issues that were corrected prior to the completion of the Williams site visit.

**Remedied “Good Repair” Facility Deficiencies** – The number of facility deficiencies identified as good repair issues that were corrected prior to the completion of the Williams site visit.

**Teacher Vacancies** – Total number of Fiscal Year 2022/2023 teacher vacancies which are based on SARC data annually reported by local educational agencies to the California Department of Education.

“Teacher vacancy” means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester (E.C. Section 35186[h][3] and C.C.R. Title 5 Section 4600[b]).

**Teacher Vacancies Filled** – Total number of Fiscal Year 2022/2023 teacher vacancies that were filled after the beginning of the year or semester. “Teacher vacancy” means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester (E.C. Section 35186[h][3] and C.C.R. Title 5 Section 4600[b]).

Per the California Department of Education’s SARC Data Definitions for 2021-2022 regarding teacher vacancies, “Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single-designated certificated

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employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester.”

**Total “Emergency Repair” Facility Deficiencies** – The total number of facility deficiencies identified as emergency repair issues at the time of the site visit.

**Total Enrollment** – Total enrollment figures for districts overall and individual schools based on the California Department of Education’s Fiscal Year 2022/2023 DataQuest District and School Enrollment Reports.

**Total “Good Repair” Facility Deficiencies** – The total number of facility deficiencies identified as good repair issues at the time of the site visit.

**Total Schools** – Total number of schools in each district based on the California Department of Education’s Fiscal Year 2022/2023 DataQuest District and School Enrollment Reports.

**Total Williams-monitored Charter Schools** – The total number of charter schools within a district identified to receive oversight from the County Superintendent to ensure compliance with the Williams Settlement.

**Total Williams-monitored District Schools** – The total number of schools within a district identified to receive oversight from the County Superintendent to ensure compliance with the Williams Settlement.

**Williams Settlement** – The American Civil Liberties Union filed *Williams v. California* on behalf of the plaintiffs (nearly 100 students from San Francisco County) as a class action lawsuit against the State of California and its educational agencies. The basis of the lawsuit was that public school agencies failed to provide public school students with equal access to instructional materials, safe and clean school facilities, and qualified teachers. The issues of equity for disadvantaged and minority students, particularly in large and urban school districts, were the crux of the case.

The Williams Lawsuit Settlement was reached and enacted into law in August 2004. County superintendents must annually monitor and report on the lowest performing schools (based on statewide decile rankings for the 2021/2022 fiscal year) for each of the following areas:

- **Instructional Materials**—All students, including English Learners, must have sufficient access to standards-aligned instructional materials or textbooks in all core subject areas for use in class and at home.
- **Facilities**—All schools must be safe, clean, and in good repair.
- **Teacher Credentialing and Assignment**—All schools must have teachers that are appropriately certificated for their specific teaching assignment, including English Learner Authorization.
- **Public Reporting**—All schools must include information on the sufficiency of instructional materials, repair of school facilities, and teacher misassignments and vacancies in their SARC. Additionally, all schools, not including charter schools, must post a notice in each classroom informing parents and guardians of their right to file a Uniform Complaint regarding instructional materials sufficiency, facilities repair, and teacher vacancy or misassignments.

*Note: All schools, regardless of identification on the monitored schools list, must adhere to Williams requirements.*



# Coversheet

## Staff Liaison Report

**Section:** IV. Staff Reports  
**Item:** C. Staff Liaison Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Staff Liaison Report for 12-18-2023.pdf

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**memorandum**

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**date:** 12/18/2023  
**to:** Board of Directors  
**from:** Sandi Del Sole  
**subject:** Staff Liaison Report

The staff has been so busy working on finishing up first semester, looking forward to events and academic testing in second semester, working on productions, and doing community events. At this time of year our performing arts are in high demand for holiday events and performances.

On Dec 2<sup>nd</sup> the school put on our annual Barnes and Noble event. We spent the day sharing our school vision, performances, and free gift wrapping with mall goers! We drew a large crowd and a lot of interest in our program. Through the event we earned \$2655.06 in store credit to be used towards novels and other classroom educational items.

On Dec 9<sup>th</sup> we participated in the Holly Jolly Holiday Craft Fair at the SBC fairgrounds in Victorville where we had a booth to promote our program as well as offering a free craft to all of the visiting kids. We had our performers dazzle the audience and our own Kylee Lambert impressed the event coordinators with her beautiful voice so much that they have now invited her to sing the National Anthem at the opening ceremony for the County fair this year in May.

Legends of the decades just had their closing weekend where the dance and cirque artists performed to sold out audiences. On Thursday morning we hosted 120 elementary students and 25 staff/chaperones from West Palms Conservatory who came to watch the show. They loved it and left with promotional Encore items.

# Coversheet

## Approval of 23-24 First Interim Budget Report

**Section:** V. Business and Finance  
**Item:** A. Approval of 23-24 First Interim Budget Report  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 23-24 First Interim Budget ENCORE.xlsx

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

23-24 First Interim Budget ENCORE.xlsx

# Coversheet

## Approval of Agreement for Consulting Services with Thrive Public Schools

**Section:** V. Business and Finance  
**Item:** B. Approval of Agreement for Consulting Services with Thrive Public Schools  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Thrive x Encore Contract 2023-12-11.pdf



# THRIVE

## AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is entered into as of 12/11/23 (“Effective Date”) by and between Thrive Public Schools (“Thrive”) and Encore Jr./Sr. High School for the Performing and Visual Arts (“Encore” or “Client”), collectively the “Parties” and each a “Party”, with respect to the following recitals:

A. Thrive has developed expertise in professional development with a focus on supporting leaders and teams to design and implement innovation within the educational setting;

B. The Parties desire to enter into this Agreement for Thrive to provide consulting services to Client as set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. **Consulting Services.** During the term of this Agreement and as requested by Client, Thrive shall provide consulting services to the Client as described in Exhibit A to this Agreement (“Services”). The Parties may agree to modify the Services at any time by amending Exhibit A in writing.

2. **Term and Termination.** This Agreement commences upon the Effective Date above and continues through 6/30/24. Either Party may terminate this Agreement with or without cause upon thirty (30) days' written notice. In the event of termination for any reason, Client shall pay to Thrive any unpaid portion of the Services performed by Thrive and Services-related expenses incurred by Thrive through the effective date of the termination.

3. **Compensation.** Client shall pay to Thrive a fee of \$42,730.00 as stated in the fee schedule attached hereto as Exhibit B, payable 30 days after timely completion. In the event that an expense is disputed, the Parties agree to meet and confer to resolve the dispute in accordance with Section 14 of this Agreement.

4. **Relationship of the Parties.** This Agreement shall not be interpreted or construed as creating or establishing an agency relationship, or establishing a partnership or joint venture, between the Parties. Neither Party nor its officers, directors, or employees shall be the agent, employee, or representative of the other Party, except as specially provided in this Agreement.

5. **Insurance.** Thrive shall not provide any insurance coverage to Client in relation to the Services under this Agreement, nor to Client’s directors, officers, employees, and agents, nor to any participants in any training program provided pursuant to this Agreement.

6. **Intellectual Property.** All Services and training provided under this Agreement and all materials, products, inventions, works, and deliverables developed or prepared by Thrive pursuant to this Agreement are and shall remain the exclusive property of Thrive.

7. **Confidentiality.** As a material term and condition of this Agreement, Client agrees at all times, both during and after Thrive’s Services, to hold in the strictest confidence, and not publish, or disclose to any other person, firm, business entity, organization, or any other party, without prior written authorization from Thrive, any Confidential Information. “Confidential Information” shall mean all information, data, or knowledge regarding Thrive, its operations, employees, members, contractors, or vendors, including, but not limited to, research and development, trade secrets, existing or proposed programs, purchases, sales, third party identifying information, financial and marketing information, employment records, business plans, fundraising strategies, or benefits information. Client agrees that

Thrive's Confidential Information may only be used during Thrive's Services and as directed by Thrive, and may not be used after Thrive's Services end, in whole or in part, in any form for any reason or purpose whatsoever.

**8. Indemnification.** Client agrees to defend, indemnify, and hold Thrive, its directors, officers, employees, and agents harmless against and from all costs, expenses, damages, injury, or loss (including reasonable attorneys' fees) of every kind or nature arising out of the performance of its obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of Thrive. The indemnity, defense and hold harmless obligations in this Section 8 shall survive the termination of this Agreement.

**9. Amendment.** This Agreement may not be modified in any manner other than by an agreement in writing signed by the Parties.

**10. Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations, and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement.

**11. Assignment.** Neither Party shall have the right to assign this Agreement, or any rights or obligations hereunder, without the consent of the other Party.

**12. Severability.** The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions will not be affected or impaired. Additionally, the Parties expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

**13. Governing Law.** The interpretation, validity, and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflicts of laws principles. The Parties shall comply with all federal, state, and local laws whether or not said laws are expressly stated or referred to herein.

**14. Dispute Resolution.** If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint will give written notice of the failure to resolve the dispute to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with each of the principal Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the dispute will be arbitrated in San Diego County, California, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS. The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to fully and finally resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, as well as any dispute as to the arbitrability of any such claims. The arbitration proceedings and any arbitration award that results from those proceedings shall be confidential unless disclosure is otherwise required by law or judicial decision. Please note, by agreeing to this binding arbitration provision, the Parties waive certain

essential rights and protections that otherwise may have been available if the dispute were determined by a court of law in a proceeding governed by judicial procedures, including the right to a jury trial and to appeal. An arbitration award is final and subject to a limited right of appeal, and arbitration may not include procedures, such as discovery, typically available in a judicial proceeding.

**15. Attorneys' Fees.** In the event of any action or other proceeding to interpret or enforce this Agreement, or in connection with any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

**16. Notices.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered, including by electronic delivery, or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

To Thrive: Thrive Public Schools  
PO Box 7935  
San Diego, CA 92167  
w.frye@thrivesd.org

To Client: Encore Jr./Sr. High School for the  
Performing and Visual Arts  
Address: 16955 Lemon St.  
Hesperia, CA 92345-5139  
Contact: Sabrina Bow, Ed.D.  
Email: sbow@encorehighschool.com

**17. Authority.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of their respective legal entities.

**18. Counterparts.** This Agreement may be executed in the original or in any number of electronic counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. A facsimile, scanned, .pdf, and/or electronic signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date stated above.

THRIVE PUBLIC SCHOOLS, a California nonprofit  
public benefit corporation

Encore Jr./Sr. High School for the Performing and  
Visual Arts

Signature:



Signature:

William Frye  
Director of Operations, Thrive Public Schools  
Date: 12/11/2023

Name:  
Role:  
Date:



## **EXHIBIT A DESCRIPTION OF CONSULTING SERVICES**

Thrive will provide professional services to Encore leaders and teams to help create a more connected, effective, and dynamic organization. Thrive's consulting services pursuant to this Agreement include:

### **Item 1: Context Building & Evidence Gathering**

Purpose: To gain evidence and develop context around the school's model for learning

Deliverable:

1. Presentation of Findings

### **Item 2: Strengthening Frameworks for Success**

Purpose: To review existing frameworks and provide critical feedback to increase the efficacy of plans

Deliverables:

1. Master English Learner Plan review
2. LCAP review
3. Co-develop Master CTE Plan with school leadership and staff
4. 1 extended workshop for the leadership team

### **Item 3: Building Capacity to Empower Leaders for Transformation**

Purpose: To coach and develop the capacity of Encore's site leaders so they can develop and support team members in moving toward a cohesive and aligned educational program

Deliverables:

1. Co-develop a year-long professional learning plan with school leadership
2. Co-develop data analysis framework and identify local success indicators with school leadership
3. 3 extended workshops for the leadership team
4. Once a month leadership check-ins and coaching
5. Participate in quarterly meetings with authorizing District

**EXHIBIT B  
FEE SCHEDULE**

Encore will pay Thrive:

\$42,730 for the completion of the project as scoped below.

**Item 1: \$15,296**

**Item 2: \$9,460**

**Item 3: \$17,974**

Other services and projects can be negotiated by mutual agreement of both parties.

# Coversheet

## Ratification of Contract with CleanStart Cleaning Services

**Section:** V. Business and Finance  
**Item:** C. Ratification of Contract with CleanStart Cleaning Services  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CleanStart\_Encore\_JanitorialProposal and Contract 20231103.pdf



CLEANSTART CLEANING SERVICES



Submitted: 11/03/2023

By: Joshua Hacker





# ABOUT US

The CleanStart team is grateful for being considered and for the opportunity to present this proposal to Encore Junior & Senior High School of the Arts. Through our solutions, incredible team and dedication, CleanStart seeks to enhance our customer's experience and to exceed their needs and expectations.

Relationships are the base of all successful partnerships and CleanStart prides itself on strong relationships and being a true partner with our customers and not just a provider for hire. The CleanStart team is driven to provide customized, sustainable solutions and safe environments driven with a Green Platform supported by technology.

Here are some key highlights of CleanStart for your review.

- **Consistent, Certified and Knowledgeable Account Management / Team Members**
  - **Account Management Team**
    - Professional and extensively certified managers perform site audits ensuring consistent compliance and delivery of CleanStart services
    - Real time reporting of services completed coupled with monthly, quarterly and annual reporting
    - Consistent communication from management team and 24/7 availability to your team for concerns, requests, emergencies, etc.
  - **Account Team Members**
    - Perform site services supported with technology ensuring 100% compliance to scope of work
    - Real time reporting of services completed with arrival and departure times
    - Extensive cross training, certification in all service offerings and employee recognition programs



- **Sustainable and Safe Environment Cleaning Operations**
  - **Green Cleaning**
    - Green Cleaning Company Certification
    - Green Certified equipment, products and materials
    - Trained and certified employees in all Green program compliance
    - Appropriate Green processes and measures implemented for each customer location
  - **Technology**
    - Fully integrated management platform with client access
    - Team member site photo clock in/out with GPS
    - Scope checklist per customer visit
    - Communication access during each customer site visit
  
- **Clean Start Certifications**
  - International Janitorial Cleaning Services Association Master Certification
  - **Green Cleaning Company Certification**
  - Carpet Cleaning Certification
  - Customer Service Certification
  - Chemical Hazards Certification
  - Bloodborne Certification

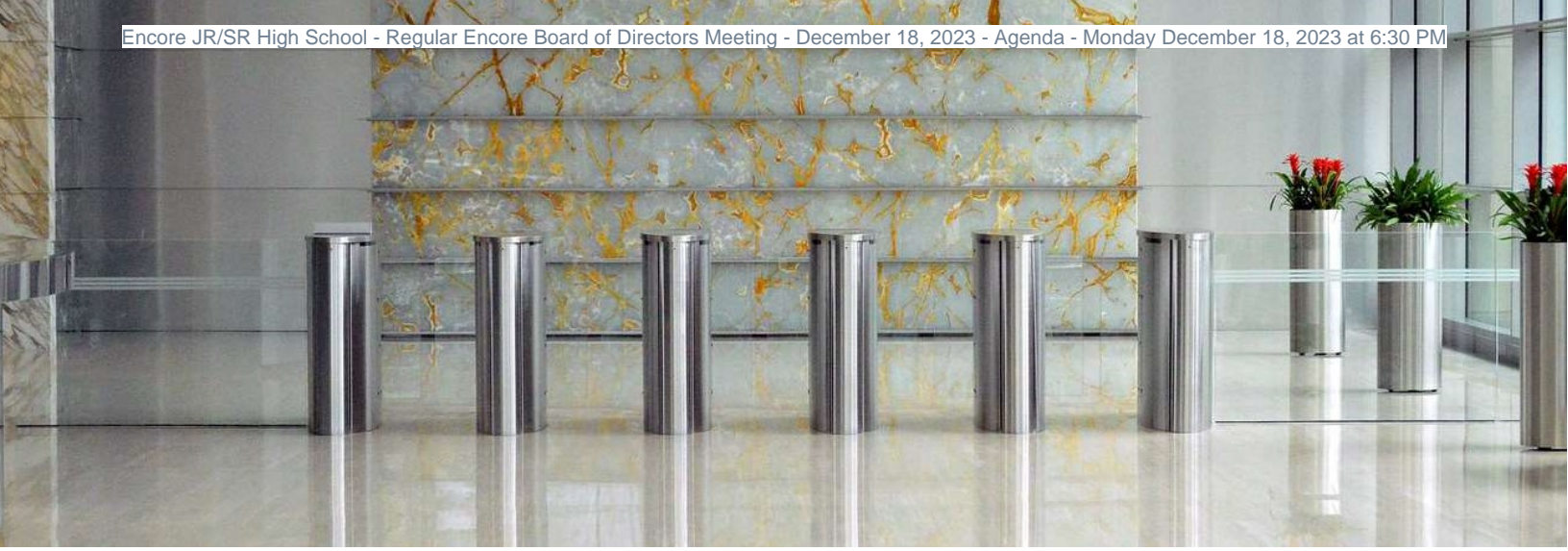
Each client is unique and CleanStart is able to deliver expertise, customized solutions, flexibility and dedication to building an ideal and tailored cleaning operation.

We greatly appreciate the opportunity of presenting this proposal to you and look forward to discussing further very soon.

Warmest Regards,

Joshua Hacker  
Founder & President





# GETTING STARTED

*The CleanStart system of establishing and maintaining the highest standards of cleanliness and hygiene has three steps.*

## 1. CONSULTATION

Our team of cleaning professionals will visit your sites to determine the current state of cleanliness. Based on a ten-point checklist, they create a deep cleaning plan to establish a baseline for future maintenance. They also outline the daily, weekly, and monthly maintenance routine for the upcoming year.

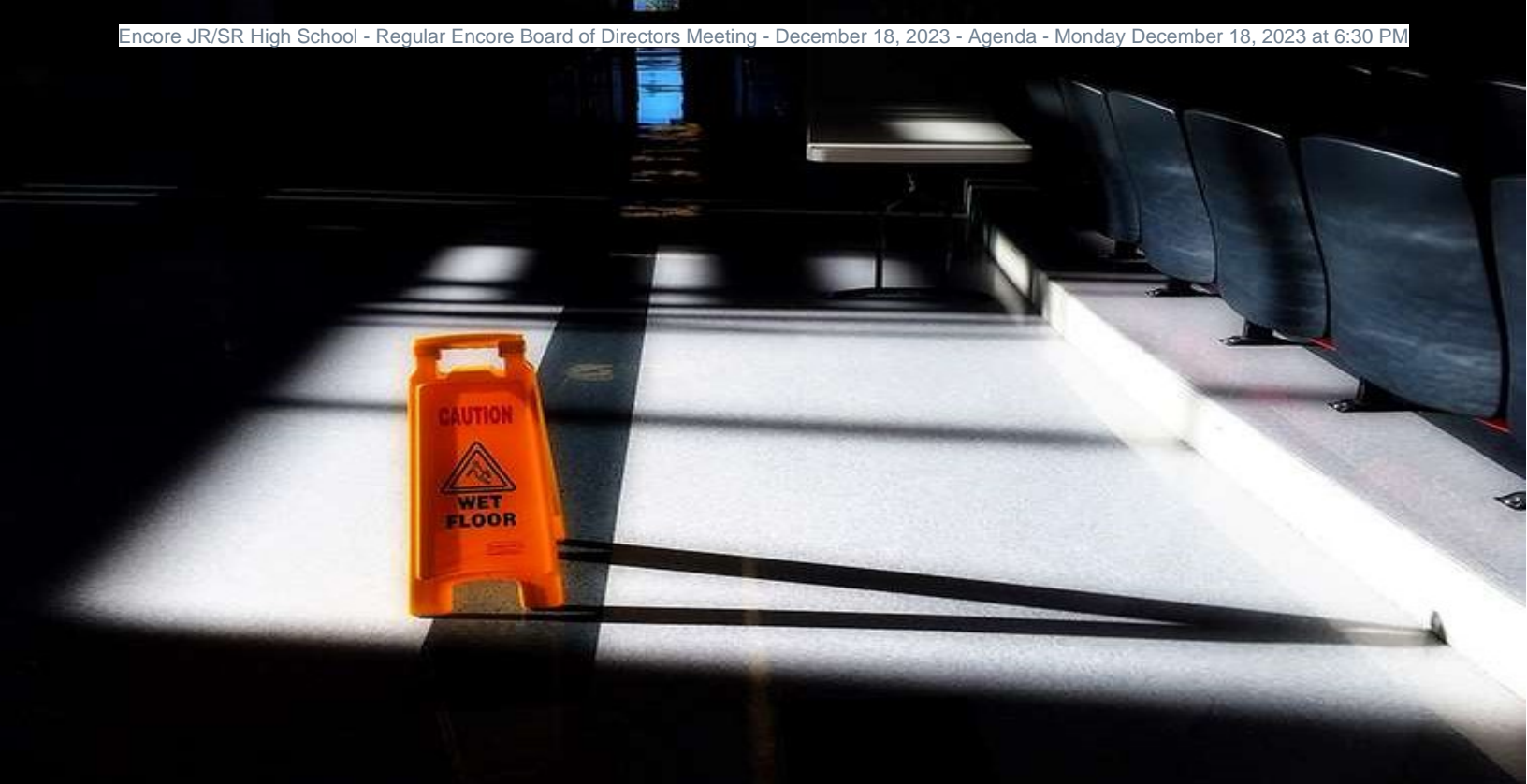
## 2. DEEP CLEAN

The deep clean is the first step in establishing a routine of daily, weekly, monthly, and yearly maintenance. It sets the stage for maintaining the sanitation of your buildings and properties over the long term. Depending on how your properties are used, we'll schedule additional deep cleans quarterly, biannually, or yearly.

## 3. MAINTENANCE

Your customized janitorial maintenance plan begins right away. Supervisors continuously monitor our cleaning teams to ensure the plan continues to meet your needs and modify the plan to accommodate changes to building demands and use.





# OUR SERVICES

*CleanStart offers a full range of cleaning services for commercial and institutional properties.*

**JANITORIAL CLEANING SERVICES**

**DAYPORTER SERVICES**

**TEMPORARY LABOR**

**FLOOR MAINTENANCE**

**FLOOR REFINISHING**

**CARPET CLEANING**

**CONSTRUCTION CLEANUP**

**UPHOLSTERY CLEANING**

**POWER WASHING**

**HIGH DUSTING**

**PARKING LOT CLEANUP**

**CONCRETE STAINING**

**CONCRETE POLISHING**

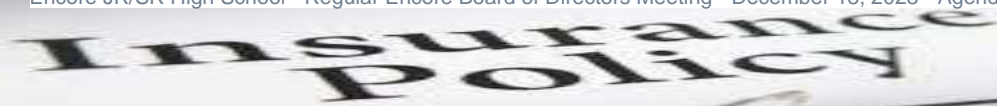
**EPOXY FLOORING**

**WINDOW WASHING**

**RECYCLE PROGRAMS**







# WE ARE COVERED

|   |   | <b>CERTIFICATE OF LIABILITY INSURANCE</b> |  | DATE (MM/DD/YYYY)<br>03/29/2022  |                         |  |
|---|---|---|--|--|-------------------------|--|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.   |   |   |  |  |                         |  |
| <b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).  |   |   |  |  |                         |  |
| <b>PRODUCER</b><br>PYA Insurance Brokerage<br>3110 E Guasti Rd Ste 410<br><br>Ontario CA 91761  |   |   | <b>CONTACT NAME:</b> Ariana Bonilla<br><b>PHONE (A/C, No, Ext):</b> 877-446-2071 <b>FAX (A/C, No):</b> 877-841-1246<br><b>E-MAIL ADDRESS:</b> COI@PYAIB.COM                |  |                         |  |
| <b>INSURED</b><br>Cleanstart Cleaning Services, Inc<br><br>9117 Carrari Ct<br>Rancho Cucamonga CA 91737-1522  |   |   | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Ategrity Specialty Insurance Company NAIC # 16427<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |                         |  |
| <b>COVERAGES</b>  |   | <b>CERTIFICATE NUMBER:</b>                |  | <b>REVISION NUMBER:</b>  |                         |  |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |   |   |  |  |                         |  |
| INSR LTR  | TYPE OF INSURANCE   | ADDL SUBR INSD WVD                        | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY) | LIMITS   |
| A   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |   | 01-C-PK-P20050467-0  | 04/16/2022   | 04/16/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPIOP AGG \$ 2,000,000<br>Sexual Molestation \$ Included |
|   | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY   |   |  |  |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|   | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |   |  |  |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |   |  |  |                         | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  |   |   |  |  |                         |  |
| <b>CERTIFICATE HOLDER</b><br>Insured's Copy   |   |   |  | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE <i>Ariana Bonilla</i> |                         |  |

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |
|---|---|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Services for CoAdvantage<br>Jeffrey Rendel<br>250 Tequesta Drive<br>Tequesta, FL 33418  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (888) 854-5423 FAX (A/C, No):<br>E-MAIL: coi@coadvantage.com<br>ADDRESS:                              |
|   | INSURER(S) AFFORDING COVERAGE<br>INSURER A: American Zurich Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| <b>INSURED</b><br>CoAdvantage Corporation Labor Contractor, for co-employees of: Cleanstart Cleaning Services Inc<br>101 Riverfront Blvd Suite 300<br>Bradenton, FL 34205 |   |

COVERAGES CERTIFICATE NUMBER: 22FL0901130854 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NR | LTR | TYPE OF INSURANCE  | ADDL SUBR<br>NR, Y, VD          | POLICY NUMBER          | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS  |
|----|-----|--|---------------------------------|------------------------|----------------------------|----------------------------|---|
|    |     | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                 |                        |                            |                            | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/PO P AGG \$<br>\$                 |
|    |     | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY               |                                 |                        |                            |                            | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|    |     | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><br>DED RETENTION \$   |                                 |                        |                            |                            | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|    | A   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | N/A<br>WC 23-35-474-00 | 10/17/2022                 | 04/01/2023                 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
|    |     | Location Coverage Period:  |                                 |                        | 10/17/2022                 | 04/01/2023                 | Client# 611829-CA   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Coverage is provided for only those co-employees of, but not subcontractors to:  
 Cleanstart Cleaning Services Inc  
 9117 Carrari Ct.  
 Rancho Cucamonga, CA 91737

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Cleanstart Cleaning Services Inc<br>9117 Carrari Ct.<br>Rancho Cucamonga, CA 91737 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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# YOUR CUSTOMIZED PLAN

## Cleaning Specifications

SPECIFICATIONS (These specifications can be amended to reflect final tenant finishes.)

### SCOPE

#### COVERAGE

- CleanStart Cleaning Services will perform all services stated in specification outline, including but not limited to all **entryways, lobbies, reception, office spaces, conference rooms, corridors, stairwells, restrooms, and break areas.**

#### QUALITY

- This specification will ensure that we provide you services that meet and exceed expectations and ensure 100% compliance



## GENERAL

### SCHEDULE OPTIONS

- CleanStart will perform nightly cleaning services **Four to Five (4 - 5) days per week**. Nightly cleaning operations will begin after 5:00pm.
  1. A two-week rotation is suggested. Half the school will be cleaned 1 night and half the school cleaned the following night, 5 NIGHTS PER WEEK. This provides a rotation that completes on a two week schedule and delivers half the school being cleaned 3x one week and the other half of the school cleaned 3x the following week.
  2. Requested rotation. Half of the school cleaned 2x/Week and the other half of the school cleaned 2x/Week.
  3. Big Top and Bldg A have been added as additional options in the pricing schedule. Options of 1x/Week, 2x/Week, and 2 Week Rotation have been provided.

### SUPERVISION

- CleanStart will provide trained and certified supervisory personnel who will manage the team members, audit checks, compliance adherence and prepare all reports.

### PERSONNEL

- All team members that perform services are highly trained, cross trained and certified in all tasks assigned to them.
- Should the need arise that replacement personnel be required, replacements will be furnished immediately.

### REPORTING

- Monthly reports are available if desired on performance and audits / quality control checks
- Quarterly reports are available if desired on performance and audit / quality control checks

### APPEARANCE AND EQUIPMENT

- All team members will wear approved company and professional attire.
- All team members will always display proper identification.
- CleanStart shall furnish company only approved and pristine appearance cleaning products, equipment, machinery, and supplies.



### STORAGE

- Encore shall provide CleanStart with secured space on their premises for storage of cleaning materials, equipment and machinery.

### RULES

- All CleanStart team members will maintain professional and friendly order and shall ensure compliance with all building rules and regulations.

### SECURITY

- While CleanStart is on premise at the Encore campus, all team members will not admit anyone into the facility, except authorized personnel or those having keys to the facility.
- CleanStart will perform a security check of the Encore buildings to ensure all doors are locked upon leaving.
- Upon completion of nightly services, all designated lights will be turned off, doors locked and closed, offices left in a neat/orderly condition, while adhering to all facility requirements.
- CleanStart will immediately report any irregularities such as doors left unlocked after hours, etc.

### KEYS

- Three (3) copies of keys and/or access cards will be supplied by Encore.
- One set for janitorial crew, another for manager, and the final set for Clean Start Office Lock Box.



**LOBBY / ENTRYWAYS /**  
**CLASSROOMS**

**NIGHTLY**

- Carpeted Floors – All carpeted floors, rugs & mats will be vacuumed. All furniture will be placed back in its original position.
- Uncarpeted Floors – All hard-surface floors will be swept, dust mopped and then wet mopped, moving all light furniture. All furniture will be moved back to its original position.
- Waste Containers – Waste baskets will be emptied and plastic liners replaced. All bagged trash will be taken to specified area. All items not in a trash can must be marked “TRASH” before they will be removed.

**HALLWAYS, CORRIDORS &**  
**STAIRWAYS**

**NIGHTLY**

- Carpeted Floors – All carpeted floors, rugs & mats will be vacuumed. All furniture will be placed back in its original position.
- Uncarpeted Floors – All hard-surface floors will be swept, dust mopped and then wet mopped, moving all light furniture. All furniture will be moved back to its original position.
- Waste Containers – Waste baskets will be emptied and plastic liners replaced. All bagged trash will be taken to specified area. All items not in a trash can must be marked “TRASH” before they will be removed.



**OFFICES, CUBICLES, CONFERENCE  
ROOMS & MAIL ROOMS  
BUILDING A**

**NIGHTLY**

- Carpeted Floors – All carpeted floors, rugs & mats will be vacuumed. All furniture will be placed back in its original position.
- Uncarpeted Floors – All hard-surface floors will be swept, dust mopped and then wet mopped, moving all light furniture. All furniture will be moved back to its original position.
- Furniture – All furniture will have debris removed.
- Counters, Tables & Coffee Areas – All counters and tables will be dusted and cleaned. Coffee pots will be rinsed and coffee makers will be sanitized and polished.
- Waste Containers – Waste baskets will be emptied and plastic liners replaced. All bagged trash will be taken to specified area. All items not in a trash can must be marked “TRASH” before they will be removed.
- Interior Glass – Glass doors & windows will be spot cleaned, removing smudges and fingerprints.

**WEEKLY**

- High & Low Dusting – All accessible horizontal surfaces will be dusted. This will include ledges, sills, partitions, decorations, furniture and file cabinets (free of interfering objects).
- Interior Glass – Glass doors & windows will be cleaned and left streak free inside and out. Metal framing will be cleaned and left streak free inside in out.

**MONTHLY**

- High & Low Dusting – High areas, walls and ceiling vents will be dusted. Cobwebs will be removed.
- Walls – Walls will be spot cleaned around light switches, door frames, and door knobs.
- Doors & Jambs – All doors and jambs will be spot cleaned to remove any hand marks, stains, spills, and smudges. Door tops and returns will be dusted and cobwebs removed.



**KITCHEN / BREAKROOM AREA'S**  
**BUILDING A**

**NIGHTLY**

- Flooring – All hard-surface floors will be swept, dust mopped and wet mopped. All light furniture will be moved and put back to its original position. All rugs and/or carpeted areas will be vacuumed.
- Counters, Tables & Coffee Areas – All counters and tables will be dusted and cleaned. Coffee pots will be rinsed and coffee makers will be sanitized and polished.
- Furniture & Cabinets – All furniture will have debris removed. Cabinets will be spot cleaned removing smudges, fingerprints and debris inside.
- Sinks, Fixtures & Water Dispensers – Sinks, Faucets and Dispensers will be sanitized and polished.
- Bright Work – All bright work metal accessories will be cleaned and polished.
- Appliances – Refrigerator & Microwaves will be sanitized and polished (inside and out).
- Receptacles – All receptacles will be emptied, disinfected and new liners installed. Soap dispensers and towel dispensers will be checked and filled as necessary.
- Interior Glass – Internal windows will be spot cleaned.
- Walls – Walls around sinks, waste receptacles and dispensers will be spot cleaned removing spills, smudges and fingerprints.

**WEEKLY**

- High & Low Dusting – All accessible horizontal surfaces will be dusted. This will include ledges, sills, partitions, decorations, furniture and file cabinets (free of interfering objects).
- Interior Glass – Glass doors & windows will be cleaned and left streak free inside and out. Metal framing will be cleaned and left streak free inside in out.

**MONTHLY**

- High & Low Dusting – High areas, walls and ceiling vents will be dusted. Cobwebs will be removed.
- Walls, Doors & Jambs – Walls will be spot cleaned around light switches, door frames, and door knobs. All doors and jambs will be spot cleaned to remove any smudges and fingerprints. Door tops and returns will be dusted and cobwebs removed.
- Sinks, Fixtures & Water Dispensers – Buildup around fixtures, sink drains and dispensers will be removed.





## **RESTROOMS**

### **NIGHTLY**

- Flooring – All hard-surface floors will be swept, dust mopped and wet mopped. All light furniture will be moved and put back to its original position. All rugs and/or carpeted areas will be vacuumed.
- Counters, Sinks & Shelves – All countertops, sinks, shelves & ledges will be cleaned and sanitized.
- Metal Fixtures/Mirrors – All bright work, mirrors, powder shelves, towel dispensers, receptacles, kick/push plates and any other metal accessories will be cleaned and polished.
- Ceramic Fixtures – All basins, bowls, and urinals will be scoured, washed, and sanitized, including tile walls near urinals and basins. Both sides of all toilets seats will be cleaned and sanitized.
- Receptacles – All waste paper and refuse including soiled sanitary items will be removed. All receptacles will be cleaned, sanitized and new liners installed. Toilet tissue holders, seat cover containers, soap/hand lotion dispensers, towel dispensers and sanitary vending dispensers will be refilled as necessary.
- Walls & Partitions – Walls around sinks, urinals, toilets, partitions, waste receptacles, sinks and dispensers will be spot cleaned removing spills, smudges and fingerprints.
- Interior Glass – Internal windows will be spot cleaned.

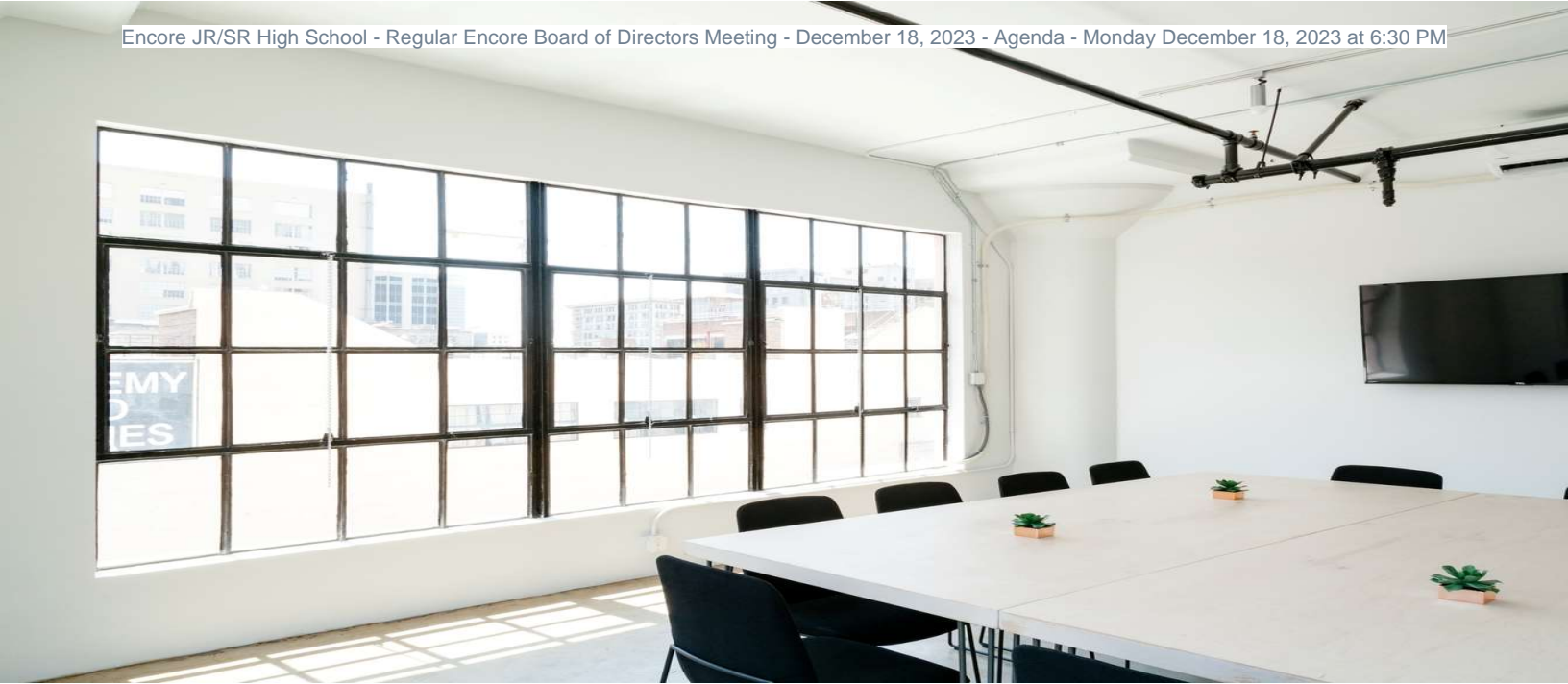
### **WEEKLY**

- High & Low Dusting – All accessible horizontal surfaces will be dusted. This will include ledges, sills, partitions, decorations, furniture and file cabinets (free of interfering objects)
- Tile & Partition Walls – All tile walls will be fully cleaned and disinfected.

### **MONTHLY**

- High & Low Dusting – High areas, walls and ceiling vents will be dusted. Cobwebs will be removed.
- Walls, Doors & Jambs – Walls will be spot cleaned around light switches, door frames, and door knobs. All doors and jambs will be spot cleaned to remove any smudges and fingerprints. Door tops and returns will be dusted and cobwebs removed.
- Sinks, Fixtures & Dispensers – Buildup around fixtures, sink drains and dispensers will be removed.





# YOUR INVESTMENT

A team of cleaners and a supervisor will be assigned to you. It's important that your cleaning team knows your buildings and facilities as well as you do, so we make every effort to keep the CleanStart team consistent.

## NIGHTLY JANITORIAL SERVICES FEE OPTIONS:

### CLASSROOMS

- 2 Week Rotation (provide 2x and 3x per week cleaning alternating) - **\$4,075 / month**

### BUILDING "A"

- 2 Week Rotation (provide 2x and 3x per week cleaning alternating) - **\$675 / month**

### BUILDING "B & D" Breakroom

- 2 Week Rotation (provide 2x and 3x per week cleaning alternating) - **\$675 / month**

### BUILDING "BIG TOP"

- 2 Week Rotation (provide 2x and 3x per week cleaning alternating) - **\$510 / month**





# CONTRACT AGREEMENT

## JANITORIAL CONTRACT

This Janitorial Contract for Services is made effective as of November 3rd, 2023, by and between Encore Junior & Senior High School for the Arts ("Encore") located at 16955 Lemon St., Hesperia, CA 92345 and CleanStart Cleaning Services, Inc. ("CSCS") of 9300 Santa Anita Ave., #108, Rancho Cucamonga, CA 91730.

**DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, 2022, CSCS will provide Encore the janitorial services described in the presented "Cleaning Specifications". All Services included in this agreement will be completed at 16955 Lemon St., Hesperia, CA 92345 (service address).

**MATERIALS AND SUPPLIES.** CSCS shall furnish all materials and equipment necessary to perform the services described in Paragraph 2 of this agreement.

**SUPERVISION.** Scheduled monthly and additional random quality assurance inspections will be conducted by CSCS to ensure all services are being properly performed and absolute compliance is being met. To ensure that any concerns or issues that may arise are addressed and rectified immediately, Encore will promptly communicate any problems or observations to CSCS.

**PAYMENT.** Payment shall be made to Clean Start Cleaning Services, Rancho Cucamonga, California 91737, in the amount outlined below upon completion of monthly services and receipt of CSCS invoice to Encore.

- Janitorial services monthly invoice amount - \$5,935.00
- Additional services quoted upon request.



The foregoing compensation complies and exceeds the state minimum scale for employees of CSCS. In the event of any increase or decrease in the minimum wage scale, the compensation to be paid CSCS will be adjusted accordingly; such adjustment shall be operative from the date of such increase or decrease.

In addition to any other right or remedy provided by law, if Encore fails to pay for the Services when due, CSCS has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

**TERM.** Either party may terminate this contract, without cause or penalty, by giving the other sixty (60) days advance written notice of its intent to terminate this agreement.

**COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS.** In performing the services required of it under this agreement, CSCS shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations.

**SERVICE CONTRACT ADJUSTMENTS.** The recurring monthly fees for janitorial services are based on current payroll, required vacation and sick, mandatory insurances (Worker's Compensation, general liability insurance) FUTA and SUI rates. If and when there may be a state mandated increase in these cost components, CSCS reserves the right to negotiate with Encore for an adjustment in terms to accommodate such increases.

**INSURANCE.** CSCS shall procure and maintain throughout the term of this agreement a workers' compensation insurance policy for the protection of its employees engaged in work under this agreement.

**CONFIDENTIALITY.** CSCS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CSCS, or divulge, disclose, or communicate in any manner, any information that is proprietary to Encore. CSCS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**WARRANTY.** CSCS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in CSCS's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to CSCS on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have three (3) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Contract.



**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and two (2) arbitrators in turn shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT.** The Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.



**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of Encore Junior & Senior High School for the Arts by \_\_\_\_\_ and on behalf of CSCS by Joshua Hacker, and effective as of the date first above written.

Service Recipient:  
Encore Junior & Senior High School for the Arts

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

Name of Signer:

Title of Signer:

Service Provider:  
Clean Start Cleaning Services

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

Joshua Hacker

President

