



Encore JR/SR High School

Regular Encore Board of Directors Meeting - April 22, 2024

Published on April 19, 2024 at 3:15 PM PDT

Date and Time

Monday April 22, 2024 at 6:30 PM PDT

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.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:30 PM
A. Call the Meeting to Order		Chandale Sutton	
B. Record Attendance		Chandale Sutton	1 m
C. Public Comment		Chandale Sutton	1 m
D. Approval of the Agenda	Vote	Chandale Sutton	1 m
E. Board Member Comments	Discuss	Chandale Sutton	6 m
II. Consent Items			6:39 PM
<p>It is recommended that the board considers approving a number of agenda items as a consent list. These items can be enacted in one motion without further discussion. Consent items may be called up by any member at the meeting for clarification, discussion, or change.</p>			
A. Approval of Board Meeting Minutes	Approve Minutes	Chandale Sutton	1 m
<p>* 03/18/24 Regular Board Meeting * 04/10/24 Special Board Meeting</p> <p>Approve minutes for Regular Encore Board of Directors Meeting - March 18, 2024 on March 18, 2024</p>			
B. Personnel Report	Vote	Sabrina Bow	1 m
III. Items Pulled From Consent Calendar			6:41 PM
A. Items Pulled From Consent Calendar	Discuss	Chandale Sutton	3 m
IV. Staff Reports			6:44 PM
A. Executive Director's Report	Discuss	Sabrina Bow	2 m
B. Principal's Report	Discuss	St. Claire Adriaan	3 m
C. Staff Liaison Report	Discuss	Sandi Del Sole	3 m
V. Budget and Finance			6:52 PM

	Purpose	Presenter	Time
A. Approval of March 2024 Financials	Vote	Daniel Lee- ICON School Management	3 m
B. Expense Reimbursement to CEO/Executive Director	Vote	Patricia Alaimalo	1 m
Per the School's Fiscal Policies, expense reimbursement to the CEO/Executive Director shall be approved by the Encore Board of Directors.			
VI. Curriculum and Instruction			6:56 PM
A. Approval of Victor Valley College MOU College and Careers Access Pathways (CCAP) Partnership Agreement 2024-27	Vote	Sabrina Bow	2 m
VII. Operations			6:58 PM
A. Presentation of 2024-25 Insurance Renewals	FYI	IMA	5 m
B. Approval of 24-25 Measure Education Consulting Services Contract	Vote	Sabrina Bow	3 m
VIII. Adjourn to Closed Session			7:06 PM
Pursuant to Government Code Section 54957, the Board may adjourn to closed session as agenda items 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.			
A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Gov. Code section 54957(b)).			
A. Reconvene from closed session	FYI	Chandale Sutton	45 m
After the closed session is complete, the Board will reconvene and report any action taken during closed session to the extent required by law.			
IX. Closing Items			7:51 PM
A. 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 - March 18, 2024 on March 18, 2024

Minutes for Regular Encore Board of Directors Meeting- April 10, 2024 on April 10, 2024.pdf

DRAFT



Encore JR/SR High School

Minutes

Regular Encore Board of Directors Meeting - March 18, 2024

Date and Time

Monday March 18, 2024 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, R. Magana

Directors Absent

None

Guests Present

J. Schwarck, J. Simmons (remote), J. Thibodeaux, John Arndt (remote), P. Alaimalo, S. Adriaan, S. Bow (remote), S. Del Sole

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 Mar 18, 2024 at 6:39 PM.

B. Record Attendance

C. Public Comment

No public comment

D. Approval of the Agenda

I. Rapier made a motion to Approve.

R. Magana seconded the motion.

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

Roll Call

R. Magana Aye

K. Lutz Aye

C. Sutton Aye

I. Rapier Aye

E. Board Member Comments

No board comments.

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 - February 26, 2024 on 02-26-24.

K. Lutz seconded the motion.

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

Roll Call

R. Magana Aye

C. Sutton Aye

I. Rapier Aye

Roll Call

K. Lutz Aye

B. Personnel Report

I. Rapier made a motion to Approve.

K. Lutz seconded the motion.

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

Roll Call

K. Lutz Aye

C. Sutton Aye

I. Rapier Aye

R. Magana Aye

III. Items Pulled From Consent Calendar

A. Items Pulled From Consent Calendar

No items pulled.

IV. Staff Reports

A. Executive Director's Report

Sabrina Bow provided a written report.

B. Principal's Report

St. Claire Adriaan discussed a recent Professional Development trip, attendance, and CAASPP Data.

C. Staff Liaison Report

Sandi Del Sole provided a written report.

D. Student Services Report

Joseph Thibodeaux provided a written report.

V. Budget and Finance

A. Approval of February 2024 Financials

K. Lutz made a motion to Approve.

R. Magana seconded the motion.

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

Roll Call

R. Magana Aye

Roll Call

K. Lutz Aye
I. Rapier Aye
C. Sutton Aye

VI. Human Resources

A. Organizational Chart

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

Roll Call

I. Rapier Aye
R. Magana Aye
K. Lutz Aye
C. Sutton Aye

VII. Adjourn to Closed Session

A. Reconvene from closed session

Reconvened from Closed Session at 8:39pm. No action taken.

VIII. Closing Items

A. Adjourn Meeting

I. Rapier made a motion to Adjourn.
R. Magana seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

K. Lutz Aye
I. Rapier Aye
C. Sutton Aye
R. Magana Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:39 PM.

Respectfully Submitted,
C. Sutton

Documents used during the meeting

- Personnel Report BOARD MEETING 2024-03-18.pdf

- Executive Director Board Report 2024-03-18.pdf
 - CAASPP - Comparative Data - Sheet1.pdf
 - Staff Liaison Report for 03-18-2024.pdf
 - Student Services Board Report 03.18.24.pdf
 - Feb '24 Encore Financial Report.pdf
 - Organizational Chart 2024 presented to Board for approval March 18, 2024.pdf
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Encore JR/SR High School

Minutes

Special Encore Board of Directors Meeting- April 10, 2024

Date and Time

Wednesday April 10, 2024 at 1:00 PM

Location

Encore High School
16955 Lemon Street
Hesperia CA 92345

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Directors Present

C. Sutton, I. Rapier, K. Lutz

Directors Absent

R. Magana

Guests Present

J. Schwarck

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 Wednesday Apr 10, 2024 at 1:10 PM.

B. Record Attendance

C. Public Comment

No public comment.

D. Approval of the Agenda

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

Roll Call

K. Lutz Aye
C. Sutton Aye
I. Rapier Aye
R. Magana Absent

E. Board Member Comments

No board member comments.

II. Adjourn to Closed Session

A. Reconvene from closed session

Reconvened from Closed Session at 2:37pm.
No reportable action taken on Case 1.
Case 2- the board voted to close an investigation and return an employee to active status effective as of such date to be implemented and determined by Administration.
Motion to Approve.
The board **VOTED** to approve the motion.

Roll Call

K. Lutz Aye
I. Rapier Aye

Roll Call

R. Magana Absent

C. Sutton Aye

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:39 PM.

Respectfully Submitted,

C. Sutton

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Coversheet

Personnel Report

Section:	II. Consent Items
Item:	B. Personnel Report
Purpose:	Vote
Submitted by:	
Related Material:	Personnel Report BOARD MEETING 2024-04-22.pdf

2/13/2024	Employee	Position	Status	
3/22/2024	Gutierrez, Valerie	Instructional Aide: Physical Education	Resignation	Personnel Report for April 22, 2024

Coversheet

Staff Liaison Report

Section: IV. Staff Reports
Item: C. Staff Liaison Report
Purpose: Discuss
Submitted by:
Related Material: Staff Liaison Report for 04-21-2024.pdf

memorandum

date: 04/21/2024

to: Board of Directors

from: Sandi Del Sole

subject: Staff Liaison Report

We have just closed out Mary Poppins, our final production of the year. The show went well and was so popular that we sold out before the show run started and we ended up adding an extra showing to accommodate the additional audience. We also hosted 130 5th graders from Krystal Elementary School at our guest student show.

All of the school staff is working hard to get the students and campus ready for state testing. We have made every effort to set up our students for success. As the 7th, 8th, and 11th grade classes are testing the staff is setting up interesting and educational activities for our 9th, 10th, and 12th grade classes. We have planned field trips, workshops, activities, and even life lessons such as changing a tire and creating a budget.

With 5 weeks left in the school year, the entire staff is working on end of the year events and beginning to plan for the success of our next school year. We will be closing up the school year with many fun events and are looking forward to recital week, senior events, 8th grade promotion, and graduation.

Coversheet

Approval of March 2024 Financials

Section: V. Budget and Finance
Item: A. Approval of March 2024 Financials
Purpose: Vote
Submitted by:
Related Material: Mar '24 Encore Financial Report.pdf

ENCORE



Junior & Senior High School for the Arts

FINANCIAL REPORT AS OF: MARCH 31, 2024

PROVIDED BY: ICON School Management



BALANCE SHEET

Description	Actual Mar 2024
ASSETS	
Current Assets	
Cash	\$ 1,028,007.49
Accounts Receivable	1,155,460.29
Prepaid Expenditures (Expenses)	76,859.65
Total Current Assets	2,260,327.43
Deposits	1,500.00
Fixed Assets, Net of Depreciation	728,256.86
Right-To-Use Lease	16,682,396.40
Total Assets	\$19,672,480.69
LIABILITIES & NET ASSETS	
Current Liabilities	
Accounts Payables	\$ 131,330.21
Accrued Liabilities	379,136.22
Unearned Revenues	78,626.53
Total Current Liabilities	589,092.96
Long-Term Debt	15,168,604.20
Total Liabilities	15,757,697.16
Net Assets	
Economic Uncertainty (5%)	539,982.00
Net Investment in Cap. Assets	728,256.86
Unrestricted	2,646,544.67
Total Net Assets	3,914,783.53
Total Liabilities & Net Assets	\$19,672,480.69

- Account receivables include mainly State Aid, EPA and 22-23 revenue which has not been received as of Mar. 31st.
- Prepaid expenses – expenses incurred in prior periods and allocated on a month-to-month basis during the 23-24 FY.
- Accounts Payable – No issues noted.
- Accrued Liabilities – Payroll, payroll tax, and retirement contribution related to previous months.
- Unearned Revenue – there are a couple grants that were received in prior years and will recognize as revenue when spent this year.



CASH ANALYSIS

- \$1.7M received for 22-23 LCFF (received in July)
- \$972K received for Employee Retention Credit (received in July)

	Mar 2024	Feb 2024	Jun 2023
Operating (CHASE)	\$ 930,376.01	\$ 1,500,062.37	\$ -
Operating (Wells Fargo)	-	-	1,448,082.58
ASB (Wells Fargo)	-	61,793.64	76,987.03
Cash in Banks - Umpqua Bank	4,946.69	4,974.75	(359.48)
CHASE ASB (8916)	88,053.49	13,814.17	-
Emburse - Operations	4,631.30	5,390.63	
Total Cash in Banks	1,028,007.49	1,586,035.56	1,524,710.13
Days of Cash on Hand	37	57	48

PROFIT & LOSS (YTD)

- LCFF revenues consist of three different funding sources; State Aid, EPA, and In-Lieu of Property tax.
- Federal Revenue is made up of the Employee Retention Credit, ESSER Funding, and Cafeteria Program.
- Expenses appear to fall within budgetary guidelines.

Description	Actual YTD Mar 2024
REVENUES	
LCFF Revenues	\$ 5,084,088
Federal Revenues	1,416,240
State Revenues	634,867
Local Revenues	165,235
Total Revenues	7,300,430
EXPENDITURES	
Certificated Salaries	2,001,317
Classified Salaries	1,141,758
Employee Benefits	1,206,605
Books & Supplies	619,419
Services and Operations	2,943,043
Capital Outlay	110,937
Total Expenditures	8,023,079
NET INCOME (LOSS)	\$ (722,648)



BUDGET COMPARISON (YTD)

Description	Actual Mar 2024	2nd Interim Budget	% Used
REVENUES			
LCFF Revenues	\$ 5,084,088	\$ 6,601,842	77.01%
Federal Revenues	1,416,240	1,978,396	71.59%
State Revenues	634,867	1,673,670	37.93%
Local Revenues	165,235	180,000	91.80%
Total Revenues	7,300,430	10,433,908	69.97%
EXPENDITURES			
Certificated Salaries	2,001,317	2,807,987	71.27%
Classified Salaries	1,141,758	1,426,766	80.02%
Employee Benefits	1,206,605	1,555,874	77.55%
Books & Supplies	619,419	622,000	99.59%
Services and Operations	2,943,043	3,860,048	76.24%
Capital Outlay	110,937	150,000	73.96%
Total Expenditures	8,023,079	10,422,675	76.98%
NET INCOME (LOSS)	\$ (722,648)	\$ 11,233	-6433.26%

- LCFF appears to be on track with 77% received by the end of March.
- Expenses, in some areas, are starting to trend higher than expected budget. See Estimated Actuals.



ESTIMATED ACTUALS (YTD)

Description	Estimated Actuals	2nd Interim Budget	Variance
REVENUES			
LCFF Revenues	\$ 6,602,419	\$ 6,601,842	100.01%
Federal Revenues	2,039,155	1,978,396	103.07%
State Revenues	1,642,914	1,673,670	98.16%
Local Revenues	190,179	180,000	105.66%
Total Revenues	10,474,668	10,433,908	100.39%
EXPENDITURES			
Certificated Salaries	2,673,730	2,807,987	95.22%
Classified Salaries	1,518,009	1,426,766	106.40%
Employee Benefits	1,618,682	1,555,874	104.04%
Books & Supplies	711,471	622,000	114.38%
Services and Operations	3,899,508	3,860,048	101.02%
Capital Outlay	150,154	150,000	100.10%
Total Expenditures	10,571,555	10,422,675	101.43%
NET INCOME (LOSS)	\$ (96,888)	\$ 11,233	-862.53%

- Constant monthly analysis of the financials
- Shows where revenue is expected to exceed or fall short of Budgeted Projections
- Shows where expenses are expected to meet or exceed budgetary projections



OTHER MATTERS

- Check Register has been provided. Nothing noted in the monthly Check Registers.

**ENCORE EDUCATION CORPORATION
BALANCE SHEET**

AS OF MARCH 31, 2024

FUND: 0971 - ENCORE JR./SR. HIGH SCHOOL FOR THE PERFORMING AND VISUAL ARTS

		Total
ASSETS		
9122	Umpqua Bank	\$ 4,946.69
9123	CHASE Operating (8332)	930,376.01
9124	CHASE ASB (8916)	88,053.49
9130	Revolving Cash Account - Operations	4,631.30
9290	Due from Grantor Governments	1,155,460.29
9330	Prepaid Expenditures (Expenses)	76,859.65
9340	Deposits	1,500.00
9430	Buildings	217,828.04
9435	Accumulated Depreciation - Buildings	(33,945.22)
9440	Equipment	2,261,989.35
9445	Accumulated Depreciation - Equipment	(1,775,719.31)
9450	Work in Progress	58,104.00
9460	Lease Assets	15,702,957.28
9461	Lease Adj for SL Amortization	1,212,101.66
9465	Accumulated Amortization - Lease Assets	(232,662.54)
TOTAL ASSETS		<u>\$ 19,672,480.69</u>
LIABILITIES AND EQUITY		
LIABILITIES		
9500	Accounts Payable (Current Liabilities)	\$ 131,330.21
9501	Accrued Liabilities	45,862.87
9504	PERS Payable	25,533.47
9505	STRS Payable	36,740.72
9506	403(B) Payable	10,700.00
9508	FSA Payable	3,686.20
9590	Due to Grantor Governments	256,612.96
9650	Unearned Revenue	78,626.53
9667	Lease Payable	15,168,604.20
TOTAL LIABILITIES		<u>15,757,697.16</u>
EQUITY		
9791	Beginning Balance	4,840,003.87
9793	Audit Adjustments	(208,119.93)
9795	Other Restatements	5,548.03
	Net Income (Loss)	(722,648.44)
TOTAL EQUITY		<u>3,914,783.53</u>
TOTAL LIABILITIES AND EQUITY		<u>\$ 19,672,480.69</u>

ENCORE EDUCATION CORPORATION
PROFIT & LOSS STATEMENT
JULY 01, 2023 THROUGH MARCH 31, 2024
FUND: 0971 - ENCORE JR./SR. HIGH SCHOOL FOR THE PERFORMING AND VISUAL ARTS

		YTD
REVENUES		
8011	LCFF State Aid - Current Year	\$ 3,446,205.00
8012	Education Protection Account State Aid - Current Year	1,436,037.00
8096	Transfers to Charter Schools in Lieu of Property Taxes	201,846.00
8010-8099	LCFF Sources	<u>5,084,088.00</u>
8220	Child Nutrition Programs	176,465.73
8290	All Other Federal Revenue	267,461.00
8299	All Other Federal Revenue	972,313.02
8100-8299	Federal Revenue	<u>1,416,239.75</u>
8311	Other State Apportionments - Current Year	287,395.00
8520	Child Nutrition	169,934.52
8550	Mandated Cost Reimbursements	24,614.00
8560	State Lottery Revenue	83,234.80
8590	All Other State Revenue	69,689.00
8300-8599	Other State Revenue	<u>634,867.32</u>
8696	Fundraising	604.72
8699	All Other Local Revenue	164,630.34
8600-8799	Other Local Revenue	<u>165,235.06</u>
	TOTAL, REVENUES	<u>7,300,430.13</u>
EXPENSES		
1100	Certificated Teachers' Salaries	1,477,487.77
1200	Certificated Pupil Support Salaries	198,262.00
1300	Certificated Supervisors' and Administrators' Salaries	325,566.99
1000-1999	Certificated Salaries	<u>2,001,316.76</u>
2100	Classified Instructional Salaries	183,976.64
2200	Classified Support Salaries	400,376.04
2300	Classified Supervisors' and Administrators' Salaries	469,089.10
2400	Clerical, Technical and Office Staff Salaries	88,316.70
2000-2999	Classified Salaries	<u>1,141,758.48</u>
3101	State Teachers' Retirement System, certificated positions	312,970.29
3102	State Teachers' Retirement System, classified positions	29,337.33
3201	Public Employees' Retirement System, certificated positions	82,229.66
3202	Public Employees' Retirement System, classified positions	255,567.89
3301	OASDI/Medicare/Alternative, certificated positions	49,200.55
3302	OASDI/Medicare/Alternative, classified positions	76,259.10
3401	Health & Welfare Benefits, certificated positions	312,859.72
3501	State Unemployment Insurance, certificated positions	24,834.92
3502	State Unemployment Insurance, classified positions	3,721.33
3601	Workers' Compensation Insurance, certificated positions	56,421.77
3602	Workers' Compensation Insurance, classified positions	3,201.98
3000-3999	Employee Benefits	<u>1,206,604.54</u>
4100	Approved Textbooks and Core Curricula Materials	128,055.25
4300	Materials and Supplies	16,127.57

ENCORE EDUCATION CORPORATION
PROFIT & LOSS STATEMENT
JULY 01, 2023 THROUGH MARCH 31, 2024
FUND: 0971 - ENCORE JR./SR. HIGH SCHOOL FOR THE PERFORMING AND VISUAL ARTS

		YTD
4310	Instructional Materials and Supplies	34,368.41
4320	Office Supplies	24,912.43
4330	Office Supplies	3,953.02
4340	Student Events	56,896.47
4370	Janitorial Supplies	17,744.12
4380	Kitchen Supplies	35,527.32
4390	Other Supplies	669.45
4400	Noncapitalized Equipment	91,351.32
4700	Food	209,813.38
4000-4999	Books and Supplies	619,418.74
5200	Travel and Conferences	8,685.77
5210	Travel	2,585.43
5300	Dues and Memberships	29,212.86
5400	Insurance	246,808.18
5500	Operations and Housekeeping Services	13,344.64
5510	Utilities	215,264.89
5520	Janitorial Services	21,413.62
5600	Rentals Leases, Repairs and Noncapitalized Improvements	716,715.71
5610	Rent, parking, other occupancy	60.87
5620	Equipment Leases	16,445.40
5630	Maintenance & Repair	82,976.31
5640	Repairs	2,177.48
5800	Professional/Consulting Services and Operating Expenditures	87,844.61
5810	Legal	127,866.94
5811	Instructional Consultants	1,296.00
5813	Business Services	101,700.00
5815	Bank Charges	4,172.15
5816	Payroll Fees	14,567.06
5820	Audits	20,182.50
5830	Non-Instructional Software Licenses/Fees	11,695.98
5835	Field Trips - Bus Transportation	23,730.88
5840	Advertising & Recruitment	83,315.72
5860	Service Fees	6,574.47
5862	SBC Tax Collector	8,340.90
5864	Fuel Costs	2,640.70
5865	Bus Transportation	705,040.80
5870	Fingerprinting	1,607.83
5880	Instructional Vendors & Consultants	42,790.75
5890	Substitute Teachers	165,235.00
5900	Communications	1,906.50
5910	Telephone	16,752.47
5913	Internet	40,579.57
5930	Postage, shipping, delivery	1,151.20
5940	Technology Services	118,360.00

ENCORE EDUCATION CORPORATION
PROFIT & LOSS STATEMENT
JULY 01, 2023 THROUGH MARCH 31, 2024
FUND: 0971 - ENCORE JR./SR. HIGH SCHOOL FOR THE PERFORMING AND VISUAL ARTS

		YTD
5000-5999	Services and Other Operating Expenses	2,943,043.19
6900	Depreciation Expense	110,936.86
6000-6999	Depreciation	110,936.86
	TOTAL, EXPENSES	8,023,078.57
NET INCREASE (DECREASE) IN NET POSITION		\$ (722,648.44)

ENCORE EDUCATION CORPORATION
PROFIT & LOSS STATEMENT
JULY 01, 2023 THROUGH MARCH 31, 2024
FUND: 0971 - ENCORE JR./SR. HIGH SCHOOL FOR THE PERFORMING AND VISUAL ARTS

		YTD	2ND INTERIM	%
REVENUES				
8011	LCFF State Aid - Current Year	\$ 3,446,205.00	\$ 4,647,304.00	74.15%
8012	Education Protection Account State Aid - Current Year	1,436,037.00	1,746,270.00	82.23%
8096	Transfers to Charter Schools in Lieu of Property Taxes	201,846.00	208,268.00	96.92%
8010-8099	LCFF Sources	5,084,088.00	6,601,842.00	77.01%
8181	Special Education - Entitlement	-	47,911.00	0.00%
8220	Child Nutrition Programs	176,465.73	200,732.00	87.91%
8290	All Other Federal Revenue	267,461.00	483,836.00	55.28%
8299	All Other Federal Revenue	972,313.02	1,245,917.00	78.04%
8100-8299	Federal Revenue	1,416,239.75	1,978,396.00	71.59%
8311	Other State Apportionments - Current Year	287,395.00	447,542.00	64.22%
8520	Child Nutrition	169,934.52	254,197.00	66.85%
8550	Mandated Cost Reimbursements	24,614.00	24,732.00	99.52%
8560	State Lottery Revenue	83,234.80	131,161.00	63.46%
8590	All Other State Revenue	69,689.00	816,038.00	8.54%
8300-8599	Other State Revenue	634,867.32	1,673,670.00	37.93%
8696	Fundraising	604.72	500.00	120.94%
8699	All Other Local Revenue	164,630.34	179,500.00	91.72%
8600-8799	Other Local Revenue	165,235.06	180,000.00	91.80%
TOTAL, REVENUES		7,300,430.13	10,433,908.00	69.97%
				N/A
EXPENSES				
1100	Certificated Teachers' Salaries	1,477,487.77	2,055,164.00	71.89%
1200	Certificated Pupil Support Salaries	198,262.00	228,814.00	86.65%
1300	Certificated Supervisors' and Administrators' Salaries	325,566.99	524,009.00	62.13%
1000-1999	Certificated Salaries	2,001,316.76	2,807,987.00	71.27%
2100	Classified Instructional Salaries	183,976.64	196,084.00	93.83%
2200	Classified Support Salaries	400,376.04	354,403.00	112.97%
2300	Classified Supervisors' and Administrators' Salaries	469,089.10	662,699.00	70.78%
2400	Clerical, Technical and Office Staff Salaries	88,316.70	213,580.00	41.35%
2000-2999	Classified Salaries	1,141,758.48	1,426,766.00	80.02%
3101	State Teachers' Retirement System, certificated positions	312,970.29	488,970.00	64.01%
3102	State Teachers' Retirement System, classified positions	29,337.33	22,949.00	127.84%
3201	Public Employees' Retirement System, certificated positions	82,229.66	39,000.00	210.85%
3202	Public Employees' Retirement System, classified positions	255,567.89	375,717.00	68.02%
3301	OASDI/Medicare/Alternative, certificated positions	49,200.55	40,716.00	120.84%
3302	OASDI/Medicare/Alternative, classified positions	76,259.10	106,171.00	71.83%
3401	Health & Welfare Benefits, certificated positions	312,859.72	384,000.00	81.47%
3501	State Unemployment Insurance, certificated positions	24,834.92	10,080.00	246.38%
3502	State Unemployment Insurance, classified positions	3,721.33	7,812.00	47.64%
3601	Workers' Compensation Insurance, certificated positions	56,421.77	80,459.00	70.12%
3602	Workers' Compensation Insurance, classified positions	3,201.98	-	N/A
3000-3999	Employee Benefits	1,206,604.54	1,555,874.00	77.55%
4100	Approved Textbooks and Core Curricula Materials	128,055.25	127,000.00	100.83%
4300	Materials and Supplies	16,127.57	19,000.00	84.88%
4310	Instructional Materials and Supplies	34,368.41	40,000.00	85.92%
4320	Office Supplies	24,912.43	25,000.00	99.65%
4330	Office Supplies	3,953.02	5,000.00	79.06%
4340	Student Activities & Supplies (Include Field Trips)	56,896.47	55,000.00	103.45%
4370	Janitorial Supplies	17,744.12	22,000.00	80.66%
4380	Kitchen Supplies	35,527.32	40,000.00	88.82%
4390	Other Supplies	669.45	2,000.00	33.47%
4400	Noncapitalized Equipment	91,351.32	12,000.00	761.26%
4700	Food	209,813.38	275,000.00	76.30%
4000-4999	Books and Supplies	619,418.74	622,000.00	99.59%
5110	District Oversight Fee	-	66,018.00	0.00%
5200	Travel and Conferences	8,685.77	10,000.00	86.86%
5210	Travel	2,585.43	2,500.00	103.42%
5300	Dues and Memberships	29,212.86	30,000.00	97.38%
5400	Insurance	246,808.18	354,842.00	69.55%
5500	Operations and Housekeeping Services	13,344.64	12,000.00	111.21%
5510	Utilities	215,264.89	250,000.00	86.11%
5520	Janitorial Services	21,413.62	40,000.00	53.53%
5600	Rentals Leases, Repairs and Noncapitalized Improvements	716,715.71	990,480.00	72.36%

ENCORE EDUCATION CORPORATION
PROFIT & LOSS STATEMENT
JULY 01, 2023 THROUGH MARCH 31, 2024
FUND: 0971 - ENCORE JR./SR. HIGH SCHOOL FOR THE PERFORMING AND VISUAL ARTS

		YTD	2ND INTERIM	%
5610	Rent, parking, other occupancy	60.87	-	N/A
5620	Equipment Leases	16,445.40	15,000.00	109.64%
5630	Maintenance & Repair	82,976.31	90,000.00	92.20%
5640	Repairs	2,177.48	6,000.00	36.29%
5800	Professional/Consulting Services and Operating Expenditures	87,844.61	105,000.00	83.66%
5810	Legal	127,866.94	125,000.00	102.29%
5811	Instructional Consultants	1,296.00	-	N/A
5813	Business Services	101,700.00	135,600.00	75.00%
5815	Bank Charges	4,172.15	5,000.00	83.44%
5816	Payroll Fees	14,567.06	17,000.00	85.69%
5820	Audits	20,182.50	25,925.00	77.85%
5830	Non-Instructional Software Licenses/Fees	11,695.98	15,000.00	77.97%
5835	Field Trips - Bus Transportation	23,730.88	25,000.00	94.92%
5840	Advertising & Recruitment	83,315.72	105,000.00	79.35%
5860	Service Fees	6,574.47	7,500.00	87.66%
5861	Student Fees	-	53,542.00	0.00%
5862	SBC Tax Collector	8,340.90	8,341.00	100.00%
5864	Fuel Costs	2,640.70	5,000.00	52.81%
5865	Bus Transportation	705,040.80	868,800.00	81.15%
5870	Fingerprinting	1,607.83	1,500.00	107.19%
5880	Instructional Vendors & Consultants	42,790.75	86,000.00	49.76%
5890	Substitute Teachers	165,235.00	200,000.00	82.62%
5900	Communications	1,906.50	2,500.00	76.26%
5910	Telephone	16,752.47	25,000.00	67.01%
5913	Internet	40,579.57	32,000.00	126.81%
5930	Postage, shipping, delivery	1,151.20	3,500.00	32.89%
5940	Telephone & Telecommunications	118,360.00	141,000.00	83.94%
5000-5999	Services and Other Operating Expenses	2,943,043.19	3,860,048.00	76.24%
6900	Depreciation Expense	110,936.86	150,000.00	73.96%
6000-6999	Depreciation	110,936.86	150,000.00	73.96%
	TOTAL, EXPENSES	8,023,078.57	10,422,675.00	76.98%
				N/A
	NET INCREASE (DECREASE) IN NET POSITION	\$ (722,648.44)	\$ 11,233.00	-6433.26%

**ENCORE EDUCATION CORPORATION
PROFIT & LOSS ANALYSIS BY MONTH
JULY 01, 2023 THROUGH JUNE 30, 2024 (ACTUAL & BUDGET)**

Object	Description	Actual Jul'23	Actual Aug'23	Actual Sep'23	Actual Oct'23	Actual Nov'23	Actual Dec'23	Actual Jan'24	Actual Feb'24	Actual Mar'24	Budget Apr'24	Budget May'24	Budget Jun'24	Accruals 2024	Estimated Balance	2nd Interim Budget	Difference
REVENUES																	
8011	LCFF State Aid - Current Year	\$ 261,385.00	\$ 261,385.00	\$ 470,493.00	\$ 470,493.00	\$ 470,493.00	\$ 470,493.00	\$ 470,493.00	\$ 285,485.00	\$ 285,485.00	\$ 285,485.00	\$ 285,485.00	\$ 315,065.00	\$ 315,064.00	\$ 4,647,304.00	\$ 4,647,304.00	-
8012	Education Protection Account State Aid - Current Year	-	-	503,707.00	-	-	503,706.00	-	428,624.00	-	-	-	300,108.00	-	1,736,145.00	1,746,270.00	(10,125.00)
8096	Transfers to Charter Schools in Lieu of Property Taxes	-	48,849.00	28,616.00	19,078.00	24,732.00	19,078.00	20,408.00	20,677.00	9,975.00	7,149.00	-	-	-	218,970.00	208,268.00	10,702.00
8010-8099	LCFF Sources	261,385.00	310,234.00	1,002,816.00	489,571.00	495,225.00	993,277.00	490,901.00	305,893.00	734,786.00	295,460.00	292,634.00	615,173.00	315,064.00	6,602,419.00	6,601,842.00	577.00
8181	Special Education - Federal	-	-	-	-	-	-	-	-	-	-	-	-	47,911.00	47,911.00	47,911.00	-
8220	Child Nutrition Programs	-	20,422.05	24,530.03	30,726.58	22,537.21	18,005.40	20,878.02	21,256.78	18,109.66	21,600.00	21,600.00	-	-	219,665.73	200,732.00	18,933.73
8290	All Other Federal Revenue	153,464.00	-	-	-	-	-	99,177.00	5,602.00	9,218.00	40,123.00	36,707.00	-	-	181,370.00	483,836.00	41,825.00
8299	All Other Federal Revenue	972,313.02	-	-	-	-	-	-	-	-	4,135.00	-	-	-	269,468.98	1,245,917.00	1,245,917.00
8100-8299	Federal Revenue	1,125,777.02	20,422.05	24,530.03	30,726.58	22,537.21	18,005.40	120,055.02	26,858.78	27,327.66	65,858.00	58,307.00	-	-	498,749.98	2,039,154.73	1,978,396.00
8311	Other State Apportionments - Current Year	23,144.00	23,144.00	41,659.00	41,659.00	41,659.00	41,659.00	41,659.00	32,815.00	(3.00)	39,039.00	39,039.00	39,040.00	-	443,553.00	447,542.00	(3,989.00)
8520	Child Nutrition	-	11,390.72	84,975.36	17,194.39	12,644.49	10,051.35	11,612.39	11,864.10	10,201.72	12,820.00	12,820.20	-	-	195,574.72	254,197.00	(58,622.28)
8550	Mandated Cost Reimbursements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24,614.00	24,732.00
8560	State Lottery Revenue	-	-	51,260.21	-	-	31,974.59	-	-	-	-	-	-	-	28,640.79	163,135.59	31,974.59
8590	All Other State Revenue	2,354.00	2,354.00	4,237.00	4,237.00	4,237.00	4,237.00	4,237.00	21,898.00	21,898.00	26,136.00	190,497.00	264,858.00	264,857.00	816,037.00	816,038.00	(1.00)
8300-8599	Other State Revenue	25,498.00	36,888.72	182,131.57	63,090.39	83,154.49	87,921.94	57,508.39	66,577.10	32,096.72	129,255.00	242,356.20	303,898.00	332,537.79	1,642,914.31	1,673,670.00	(30,755.69)
8696	Fundraising	357.72	102.00	-	-	-	-	145.00	-	-	-	-	-	-	604.72	500.00	104.72
8699	All Other Local Revenue	20,377.62	12,636.75	48,393.33	31,049.14	12,173.99	4,670.27	9,366.05	7,574.44	18,388.75	8,314.00	8,314.00	8,316.41	-	189,574.75	179,500.00	10,074.75
8600-8799	Other Local Revenue	20,735.34	12,738.75	48,393.33	31,049.14	12,173.99	4,670.27	9,511.05	7,574.44	18,388.75	8,314.00	8,314.00	8,316.41	-	190,179.47	180,000.00	10,179.47
TOTAL, REVENUES		1,433,395.36	380,283.52	1,257,870.93	614,437.11	613,090.69	1,103,874.61	677,975.46	406,903.32	812,599.13	498,887.00	601,611.20	927,387.41	1,146,351.77	10,474,667.51	10,433,908.00	40,759.51
EXPENSES																	
1100	Certificated Teachers' Salaries	-	103,440.63	195,497.42	202,535.26	190,015.36	190,276.58	191,071.26	206,547.93	198,103.33	196,292.45	196,292.45	98,146.50	-	1,968,219.17	2,055,164.00	86,944.83
1200	Certificated Pupil Support Salaries	11,325.60	11,440.72	23,681.44	24,481.44	24,481.44	22,881.44	22,881.44	22,881.44	34,207.04	25,071.00	25,071.00	12,535.50	-	260,939.50	228,814.00	(32,125.50)
1300	Certificated Supervisors and Administrators' Salaries	7,808.33	39,661.69	39,670.02	39,670.02	39,670.02	39,670.02	39,670.02	41,170.02	38,576.85	39,668.00	39,668.00	39,668.00	-	444,570.94	524,009.00	79,438.01
1000-1999	Certificated Salaries	19,133.93	154,543.04	258,848.88	266,686.72	254,166.82	252,828.04	253,622.72	270,589.39	270,887.22	261,031.45	261,031.45	150,350.00	-	2,673,729.66	2,807,987.00	134,257.34
2100	Classified Instructional Salaries	-	11,320.06	22,993.57	25,280.16	28,665.24	22,434.04	15,433.60	28,788.42	29,061.55	24,665.00	24,665.00	12,332.50	-	245,639.14	196,084.00	(49,555.14)
2200	Classified Support Salaries	5,780.62	41,075.90	51,242.32	52,949.44	54,632.85	51,608.66	40,480.04	51,208.59	51,397.62	49,324.00	49,324.00	24,662.00	-	523,686.04	354,403.00	(169,283.04)
2300	Classified Supervisors and Administrators' Salaries	28,516.35	46,717.25	58,281.21	59,303.79	56,486.52	58,409.67	57,088.68	59,033.69	45,251.94	55,072.00	55,072.00	55,072.00	-	634,305.10	662,699.00	28,393.90
2400	Clerical, Technical, and Office Staff Salaries	4,919.26	9,622.40	9,243.56	8,899.16	8,922.12	8,899.16	8,899.16	8,899.16	20,012.72	10,425.00	10,425.00	5,212.50	-	114,379.20	213,580.00	99,200.80
2000-2999	Classified Salaries	39,216.23	108,735.61	141,760.66	146,432.55	148,706.73	141,351.53	121,901.48	147,929.86	145,723.83	139,486.00	139,486.00	97,279.00	-	1,518,009.48	1,426,766.00	(91,243.48)
3101	State Teachers' Retirement System, Certificated Positions	1,606.10	22,529.58	41,141.69	42,610.25	40,075.63	39,934.13	39,980.97	42,238.87	42,853.07	41,262.00	41,262.00	20,631.00	-	416,125.29	488,970.00	72,844.71
3102	State Teachers' Retirement System, Classified Positions	1,095.86	2,834.40	3,908.78	3,908.78	3,908.78	3,908.78	3,908.78	1,954.39	3,625.00	3,625.00	1,812.50	-	-	38,399.83	22,949.00	(15,450.83)
3201	Public Employees' Retirement System, Certificated Positions	2,861.43	7,822.33	10,203.03	10,042.69	10,077.42	10,550.26	10,369.64	10,372.18	9,930.68	9,921.00	9,921.00	9,921.00	-	111,992.66	39,000.00	(72,992.66)
3202	Public Employees' Retirement System, Classified Positions	8,932.12	24,412.78	31,084.51	31,759.48	32,760.83	30,893.69	25,738.46	34,007.66	35,978.36	31,746.00	31,746.00	31,746.00	-	350,805.89	375,717.00	24,911.11
3301	OASDI/Medicare/Alternative, Certificated Positions	938.33	4,016.88	6,099.45	6,225.47	5,385.94	5,080.62	5,996.63	9,314.99	6,142.24	6,321.00	6,321.00	3,160.50	-	65,003.00	40,716.00	(24,287.00)
3302	OASDI/Medicare/Alternative, Classified Positions	2,573.06	7,098.87	8,938.03	9,361.84	9,517.45	8,990.50	7,826.51	11,666.83	10,286.01	9,211.00	9,211.00	4,605.50	-	99,286.60	106,171.00	6,884.40
3401	Health & Welfare Benefits, Certificated Positions	42,605.93	32,648.07	32,456.79	29,758.93	28,327.17	29,637.31	27,030.39	43,183.50	47,211.63	34,762.00	34,762.00	34,762.00	-	417,145.72	384,000.00	(33,145.72)
3501	State Unemployment Insurance, Certificated Positions	15,022.24	175.76	34.52	51.47	2,317.57	3,530.06	3,156.03	475.27	72.00	2,760.00	2,760.00	2,760.00	-	33,114.92	10,080.00	(23,034.92)
3502	State Unemployment Insurance, Classified Positions	(0.10)	21.52	44.24	55.46	1,753.74	(759.92)	1,312.54	886.00	407.85	415.00	415.00	415.00	-	4,966.33	7,812.00	2,845.67
3601	Workers' Compensation Insurance, Certificated Positions	375.00	6,773.20	6,485.31	10,812.32	11,098.46	11,098.46	4,327.00	4,327.00	4,327.00	7,406.00	7,406.00	7,406.00	-	81,841.75	80,459.00	(1,382.75)
3000-3999	Employee Benefits	76,009.97	108,333.39	140,396.35	144,586.69	145,222.99	142,863.89	129,646.95	160,381.08	159,163.23	147,429.00	147,429.00	117,219.50	-	1,618,682.04	1,555,874.00	(62,808.04)
4100	Approved Textbooks & Core Curricula Materials	61,964.23	46,397.30	17,863.91	-	-	-	-	1,829.81	-	-	-	-	-	128,055.25	127,000.00	(1,055.25)
4300	Material and Supplies	-	3,443.32	738.58	866.14	1,215.13	725.75	1,550.28	5,885.56	1,702.81	1,138.50	1,138.50	1,138.88	-	19,543.45	19,000.00	(543.45)
4310	Instructional Materials and Supplies	3,311.02	9,454.42	8,983.57	231.13	4,079.78	2,203.07	1,539.76	948.16	3,617.50	2,322.67	2,322.67	2,322.65	-	41,336.40	40,000.00	(1,336.40)
4320	Office Supplies	3,247.85	1,879.48	3,252.31	3,957.46	2,947.65	732.53	2,758.18	3,284.02	2,852.95	1,206.80	1,206.79	-	-	28,532.82	25,000.00	(3,532.82)
4330	Staff Meals & Events	-	460.86	1,661.88	274.82	900.59	400.46	230.83	-	23.58	267.64	267.64	-	-	4,755.94	5,000.00	244.06
4340	Student Events	11,827.82	3,917.80	14,445.57	5,811.40	3,850.61	597.68	1,199.79	3,554.94	11,690.66	2,448.60	2,448.60	2,448.59	-	64,242.26	55,000.00	(9,242.26)
4370	Janitorial Supplies	2,860.27	4,187.65	1,996.41	1,431.04	2,534.63	429.81	2,022.11	1,774.98	507.22	1,201.29	1,201.29	-	-	21,347.97	22,000.00	652.03
4380	Kitchen Supplies	-	4,289.35	1,991.13	11,270.48	5,298.55	4,019.29	3,393.99	2,882.08	2,382.45	1,849.06	1,849.06	1,849.07	-	41,074.51	40,000.00	(1,074.51)
4390	Other Supplies	669.45	-	-	-	-	-	-	-	-	332.64	332.64	332.63	-	1,667.36	2,000.00	332.64
4400	Noncapitalized Equipment	-	-	-	-	-	2,108.64	9,280.32	3,989.01	75,973.35	-	-	-	-	91,351.32	12,000.00	(79,351.32)
4700	Food	115.05	55,837.74	38,647.49	26,988.98	25,889.10	11,927.11	18,530.91	17,748.87	14,128.1							

**ENCORE EDUCATION CORPORATION
PROFIT & LOSS ANALYSIS BY MONTH
JULY 01, 2023 THROUGH JUNE 30, 2024 (ACTUAL & BUDGET)**

Object	Description	Actual Jul'23	Actual Aug'23	Actual Sep'23	Actual Oct'23	Actual Nov'23	Actual Dec'23	Actual Jan'24	Actual Feb'24	Actual Mar'24	Budget Apr'24	Budget May'24	Budget Jun'24	Accruals 2024	Estimated Balance	2nd Interim Budget	Difference
5830	Non-Instructional Software Licenses/Fees	9,322.00	53.98	1,550.00	170.00	35.00	35.00	35.00	460.00	35.00	35.00	35.00	35.00	-	11,800.98	15,000.00	3,199.02
5835	Field Trips - Bus Transportation	-	-	-	4,755.53	-	161.09	15,932.26	-	2,882.00	-	5,500.00	-	-	29,230.88	25,000.00	(4,230.88)
5840	Advertising & Recruitment	17,796.00	7,596.00	9,539.00	13,129.72	-	5,920.00	2,175.00	20,008.00	7,152.00	9,525.00	9,525.00	9,525.00	-	111,890.72	105,000.00	(6,890.72)
5860	Service Fees	13.03	-	350.00	4,658.80	-	650.00	-	902.64	-	400.00	400.00	400.00	-	7,774.47	7,500.00	(274.47)
5861	Student Fees	-	-	-	-	-	-	-	-	-	-	-	-	53,542.00	53,542.00	53,542.00	-
5862	SBC Tax Collector	-	-	-	8,340.90	-	-	-	-	-	-	-	-	-	8,340.90	8,341.00	0.10
5864	Fuel Costs	177.06	305.00	459.02	389.49	172.97	247.25	272.09	138.31	479.51	270.00	270.00	270.00	-	3,450.70	5,000.00	1,549.30
5865	Bus Transportation	-	86,880.00	93,405.60	89,486.40	87,748.80	86,880.00	86,880.00	86,880.00	86,880.00	88,880.00	88,880.00	-	-	882,800.80	868,800.00	(14,000.80)
5870	Fingerprinting	-	134.50	473.50	220.00	129.00	213.50	174.33	179.00	84.00	220.00	220.00	220.00	-	2,267.83	1,500.00	(767.83)
5880	Instructional Vendors & Consultants	3,029.60	750.00	-	5,424.35	4,524.35	5,546.19	5,319.26	5,173.00	13,024.00	5,200.00	5,200.00	5,200.00	-	58,390.75	86,000.00	27,609.25
5890	Substitute Teachers	-	12,376.00	27,239.00	20,574.00	26,708.00	33,559.00	18,198.00	13,453.00	13,128.00	18,730.00	18,730.00	-	-	202,695.00	200,000.00	(2,695.00)
5900	Communications	552.00	-	-	552.00	-	-	-	-	250.50	552.00	-	-	-	2,458.50	2,500.00	41.50
5910	Telephone	4,787.11	1,763.15	250.50	751.50	1,729.93	1,929.97	1,930.27	1,930.27	1,679.77	2,073.00	2,073.00	2,073.00	-	22,971.47	25,000.00	2,028.53
5920	Internet	5,331.14	6,822.44	6,787.33	6,673.33	6,673.33	6,673.33	1,322.00	218.89	77.78	(26,000.00)	1,322.00	1,322.00	-	17,223.57	32,000.00	14,776.43
5930	Postage	-	-	315.88	37.45	184.35	85.24	62.63	17.58	448.07	156.00	156.00	156.00	-	1,619.20	3,500.00	1,880.80
5940	Technology Services	20,500.00	10,600.00	10,600.00	13,060.00	10,600.00	10,600.00	10,600.00	10,600.00	10,600.00	10,600.00	10,600.00	10,600.00	-	139,560.00	141,000.00	1,440.00
5000-5999	Services and Other Operating Expenses	235,459.14	287,001.23	354,110.14	433,286.31	295,702.45	298,858.01	343,544.24	339,321.57	355,760.10	303,320.10	329,847.60	203,737.30	119,560.00	3,899,508.19	3,860,048.00	(39,460.19)
6900	Depreciation	10,892.25	11,337.43	11,438.30	12,550.48	12,750.48	12,750.48	13,072.48	13,072.48	13,072.48	13,072.48	13,072.48	13,072.48	-	150,154.30	150,000.00	(154.30)
6000-6999	Depreciation	10,892.25	11,337.43	11,438.30	12,550.48	12,750.48	12,750.48	13,072.48	13,072.48	13,072.48	13,072.48	13,072.48	13,072.48	-	150,154.30	150,000.00	(154.30)
TOTAL, EXPENSES		464,707.21	799,818.62	996,135.18	1,054,374.20	903,265.51	871,796.29	902,294.04	971,372.00	1,059,315.52	895,023.14	921,550.64	612,342.71	119,560.00	10,571,555.06	10,422,675.00	(148,880.06)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES		968,688.15	(419,535.10)	261,735.75	(439,937.09)	(290,174.82)	232,078.32	(224,318.58)	(564,468.68)	(246,716.39)	(396,136.14)	(319,939.44)	315,044.70	1,026,791.77	(96,887.55)	11,233.00	108,120.55

**ENCORE EDUCATION CORPORATION
CHECK REGISTER
03/01/2024 - 03/31/2024**

No.	Date	Vendor/Payee	Memo	Description	Amount
10184	03-01-2024	ASCAP	Invoice #INV20240120	License Fee	318.00
10185	03-01-2024	AmTrust Financial Services Inc.	Invoice #INV20240131	Insurance - February 2024	848.55
10186	03-01-2024	American Family Life Assurance Company	Invoice #267272	Dec 2023 Health Insurance	177.34
10187	03-01-2024	American Heritage Life Insurance Company	Invoice #INV20240223	Feb 2024 Insurance	1,480.27
10188	03-01-2024	California Department of Education	Invoice #SF-4601100	School Lunches	222.30
10189	03-01-2024	Christy White, Inc	Invoice #20600	Audit Services	8,083.13
10190	03-01-2024	David Waldram	Invoice #REIMB20240228	Expense Reimbursement - Travel and Meals	229.86
10191	03-01-2024	El Dorado Broadcasters LLC	Invoice #MCC-1240259907	Advertising	5,308.00
10192	03-01-2024	Encore High School ASB	Payments processed on 03-01-2024	Student Incentive, WASC Google Bags	102.25
10193	03-01-2024	FRONTIER	Invoice #INV20240216	Internet	218.89
10194	03-01-2024	FedEx	Payments processed on 03-01-2024	Postage	37.12
10195	03-01-2024	ICON School Management	Invoice #1609	March 2024 Monthly Contract Fee	11,300.00
10196	03-01-2024	Keri Kimes	Invoice #REIMB20240228	Expense Reimbursement - Travel and Meals	173.63
10197	03-01-2024	LEAF	Invoice #16030636	Copier Lease	61.75
10198	03-01-2024	Quill LLC	Invoice #37138989	Classroom Supplies	40.68
10199	03-01-2024	Rachel Wells	Invoice #REIMB20240228	Expense Reimbursement - Travel and Meals	360.33
10200	03-01-2024	Scoot Education	Invoice #69276	Substitute Services	5,173.00
10201	03-01-2024	Troy Fresch	Invoice #REIMB20240228	Expense Reimbursement - Travel and Meals	216.37
10202	03-01-2024	San Bernardino County Superintendent of Schools	Feb 2024 - STRS/PERS Contributions	Feb 2024 - STRS/PERS Contributions	125,376.63
10203	03-04-2024	Amazon Capital Services	Payments processed on 03-04-2024	Office Equipment, Maintenance & Student Event Supplies	2,652.96
10204	03-04-2024	Hi Desert Alarm	Invoice #R 109361	Fire Alarm Monitoring	1,396.20
10205	03-04-2024	Imperial Dade West Coast	Invoice #15844347	Kitchen Supplies	543.17
10206	03-04-2024	Quill LLC	Payments processed on 03-04-2024	Office Supplies	383.63
10207	03-04-2024	US Foods, Inc.	Invoice #5242504	School Lunches	669.32
10208	03-04-2024	Bimbo Bakeries USA	Invoice #83233790002357	School Lunches	330.16
DB030424-01	03-04-2024	Chase Bank	Bankcard Discount	Bankcard Discount	131.28
DB030424-01	03-04-2024	Emburse	Emburse Transfer	Emburse Transfer	98.40
DB030424-02	03-04-2024	Chase Bank	Bankcard Discount	Bankcard Discount	42.89
10209	03-05-2024	American Family Life Assurance Company	Invoice #102131	Feb 2024 Health Insurance	177.34
10210	03-05-2024	CINTAS CORP	Invoice #4183437370	Janitorial Supplies	229.84
10211	03-05-2024	City of Hesperia	Invoice #INV20240215	Business License	117.00
10212	03-05-2024	Hesperia Unified School District	Invoice #240435	Office Supplies	490.66
10213	03-05-2024	Sysco Riverside, Inc	Invoice #420791144	School Lunches	1,282.88
10214	03-06-2024	US Foods, Inc.	Invoice #5319729	School Lunches	635.16
DB030624-01	03-06-2024	Emburse	Emburse Transfer	Emburse Transfer	297.56
10215	03-07-2024	J&G Wholesale Produce	Invoice #129585	School Lunches	616.40
DB030724-01	03-07-2024	Emburse	Emburse Transfer	Emburse Transfer	150.00
PACH030724	03-07-2024	Paycom Payroll, LLC	03-07-24 Payroll	03-07-24 Payroll	191,860.88
10216	03-08-2024	AmTrust Financial Services Inc.	Invoice #INV20240223	Worker's Comp	4,327.00
10217	03-08-2024	Charter Tech Services	Invoice #17142	Technology Services	10,600.00
10218	03-08-2024	CleanStart Cleaning Services, Inc.	Invoice #2024-0058	Janitorial Services	5,935.00
10219	03-08-2024	Dillon Kirschbaum	Invoice #REIMB20240227	Expense Reimbursement - Office Supplies	91.31
10220	03-08-2024	Encore High School ASB	Payments processed on 03-08-2024	Student Incentive	80.00
10221	03-08-2024	Encore High School ASB	Payments processed on 03-08-2024	Student Incentive	30.50
10222	03-08-2024	Encore High School ASB	Payments processed on 03-08-2024	Student Incentive	53.25
10223	03-08-2024	ProServe Mechanical	Invoice #2854	Maint & Repairs	5,075.00
10225	03-08-2024	Scoot Education	Payments processed on 03-08-2024	Substitute Services	6,594.00
10226	03-08-2024	Toni Hightower	Invoice #REIMB20240306	Expense Reimbursement - Mileage	154.10
10227	03-08-2024	Verizon Wireless	Invoice #9957408266	Communications	250.50
10228	03-08-2024	Young, Minney & Corr, LLP	Payments processed on 03-08-2024	Legal Service	50,056.56
DB030824-01	03-08-2024	Emburse	Emburse Transfer	Emburse Transfer	56.92
10229	03-11-2024	Bimbo Bakeries USA	Invoice #83233790002394	School Lunches	181.47
10230	03-11-2024	Renner Dairy Inc	Invoice #030623	School Lunches	1,008.10
10231	03-11-2024	US Foods, Inc.	Invoice #5412591	School Lunches	1,656.71

**ENCORE EDUCATION CORPORATION
CHECK REGISTER
03/01/2024 - 03/31/2024**

No.	Date	Vendor/Payee	Memo	Description	Amount
DB031124-01	03-11-2024	Wells Fargo	Client Analysis Service Charge	Client Analysis Service Charge	254.06
DB031124-01	03-11-2024	Emburse	Emburse Transfer	Emburse Transfer	1,441.72
DB031124-02	03-11-2024	Emburse	Emburse Transfer	Emburse Transfer	58.00
DB031124-03	03-11-2024	Emburse	Emburse Transfer	Emburse Transfer	30.00
10232	03-12-2024	CINTAS CORP	Invoice #4184145439	Janitorial Supplies	35.00
10233	03-12-2024	US Foods, Inc.	Invoice #5451879	School Lunches	835.78
DB031224-01	03-12-2024	Emburse	Emburse Transfer - ASB	Emburse Transfer - ASB	800.00
DB031224-01	03-12-2024	Emburse	Emburse Transfer	Emburse Transfer	148.46
DB031324-01	03-13-2024	Emburse	Emburse Transfer	Emburse Transfer	932.65
10234	03-14-2024	Ebmeyer Charter and Tour	Invoice #27681	Bus Transportation	86,880.00
DB031424-01	03-14-2024	Emburse	Emburse Transfer - ASB	Emburse Transfer - ASB	83.65
DB031424-01	03-14-2024	Emburse	Emburse Transfer	Emburse Transfer	60.00
DB031424-02	03-14-2024	Colonial Life	Life Insurance February 2024 - Payment Confirmation # 6077598031224001	Life Insurance February 2024 - Payment Confirmation # 6077598031224001	1,140.26
10235	03-15-2024	Afficient Academy, Inc	Invoice #1008	Afficient Math Licenses	2,000.00
10236	03-15-2024	Charter Tech Services	Invoice #17206	Office Supplies	1,422.66
10237	03-15-2024	Ebmeyer Charter and Tour	Invoice #1479	Student Event Fieldtrip	1,400.00
10238	03-15-2024	NaVaughn Simmons	Invoice #REIMB20240311	Expense Reimbursement: LiveScan	84.00
10239	03-15-2024	Robert Cordova	Invoice #REIMB20240311	Expense Reimbursement: Travel Meal	23.58
10240	03-15-2024	San Bernardino & RIVERSIDE COUNTIES FIRE EQUIPMENT	Invoice #142M 897413	Maint & Repairs	1,286.59
10241	03-15-2024	Scoot Education	Payments processed on 03-15-2024	Substitute Services	6,430.00
DB031524-01	03-15-2024	Emburse	Emburse Transfer	Emburse Transfer	184.77
10242	03-18-2024	Amazon Capital Services	Payments processed on 03-18-2024	Monitors, Office Supplies, Maint & Repairs	1,298.63
10243	03-18-2024	Imperial Dade West Coast	Payments processed on 03-18-2024	Kitchen Supplies	1,233.73
10244	03-18-2024	J&G Wholesale Produce	Invoice #129629	School Lunches	596.40
10245	03-18-2024	Metropolitan Life Insurance Company	November 2023 - April 2024 Insurance	November 2023 - April 2024 Insurance	6,271.21
10246	03-18-2024	Quill LLC	Invoice #37438197	Classroom Supplies	11.63
10247	03-18-2024	US Foods, Inc.	Invoice #5562998	School Lunches	797.32
DB031424-03	03-18-2024	City of Hesperia	Bill Date 02/23/2024 - Due 03/14/2024 - Water Utilities	Bill Date 02/23/2024 - Due 03/14/2024 - Water Utilities	79.85
DB031824-01	03-18-2024	City of Hesperia	Bill Date 02/23/2024 - Due 03/14/2024 - Water Utilities	Bill Date 02/23/2024 - Due 03/14/2024 - Water Utilities	3,197.13
DB031824-02	03-18-2024	Emburse	Emburse Transfer	Emburse Transfer	262.42
DB031824-03	03-18-2024	Terminix	Custodial Housekeeping & Additional Charge - Recurring Expense	Custodial Housekeeping & Additional Charge - Recurring Expense	133.00
DB031824-04	03-18-2024	Emburse	Emburse Transfer	Emburse Transfer	127.96
DB031824-06	03-18-2024	Emburse	Emburse Transfer	Emburse Transfer	41.00
10248	03-19-2024	Amazon Capital Services	Invoice #1M1M-33Y6-1JTL	Kitchen Supplies	256.32
10249	03-19-2024	CINTAS CORP	Invoice #4184866357	Janitorial Supplies	177.22
10250	03-19-2024	Melissa Manning	Invoice #1326	Kitchen Training	500.00
10251	03-19-2024	Sysco Riverside, Inc	Invoice #420814999	School Lunches	2,215.49
DB031924-01	03-19-2024	Emburse	Emburse Transfer	Emburse Transfer	536.09
10252	03-20-2024	Quill LLC	Invoice #37463959	Classroom Supplies	29.94
DB032024-01	03-20-2024	Emburse	Emburse Transfer	Emburse Transfer	282.47
DB032024-01	03-20-2024	Umpqua Bank	Maintenance Fee Analysis Activity - Feb 2024	Maintenance Fee Analysis Activity - Feb 2024	28.06
DB032024-02	03-20-2024	Employee Benefits Corporation	Health Care FSA	Health Care FSA	43.09
10253	03-21-2024	Advance Disposal Co. & Recycling Center	Invoice #0002238790	Mar 2024 Storage Rental	60.87
10254	03-21-2024	Dell Marketing L.P.	Invoice #10734551838	Computer Equipment	23,980.95
10255	03-21-2024	Measure Education Inc.	Invoice #201807012164	Data Management Services	2,306.88
DB032124-01	03-21-2024	Employee Benefits Corporation	Health Care FSA	Health Care FSA	33.39
DB032124-02	03-21-2024	The Hanover Insurance Group, Inc.	Insurance - Mar 2024	Insurance - Mar 2024	6,771.45
DB032124-03	03-21-2024	Fonality	Telephones - 02/20/2024 - 03/20/2024	Telephones - 02/20/2024 - 03/20/2024	1,679.77
DB032124-04	03-21-2024	Emburse	Emburse Transfer	Emburse Transfer	268.19
10256	03-22-2024	Renner Dairy Inc	Payments processed on 03-22-2024	School Lunch	1,130.82
10257	03-22-2024	Bimbo Bakeries USA	Invoice #83233790002433	School Lunch	340.91
10258	03-22-2024	LEAF	Payments processed on 03-22-2024	Copier Lease	2,420.57
10259	03-22-2024	Scoot Education	Invoice #72330	Substitute Services	7,775.00
10260	03-22-2024	United States Treasury	Invoice #CP161	Tax Period: December 31, 2023, Form 941	6.45

**ENCORE EDUCATION CORPORATION
CHECK REGISTER
03/01/2024 - 03/31/2024**

No.	Date	Vendor/Payee	Memo	Description	Amount
10261	03-22-2024	United States Treasury	Invoice #CP134B	Tax Period: December 31, 2023, Form 940	4,973.42
10262	03-22-2024	Mesquit's Supply, LLC	Invoice #00027047	Janitorial Supplies	42.04
2240	03-22-2024	Kyle Barkdull	Expense Reimbursement: Dinner for MtG/DnD Club	Expense Reimbursement: Dinner for MtG/DnD Club	60.17
2242	03-22-2024	The In-N-Out Foundation	The In-N-Out Fundraiser - Check was never received	The In-N-Out Fundraiser - Check was never received	726.25
2243	03-22-2024	Pure Banquet Hall	Prom Venue	Prom Venue	3,900.00
2257	03-22-2024	Valerie Gutierrez	Final Paycheck	Final Paycheck	1,370.04
DB032224-01	03-22-2024	Emburse	Emburse Transfer - ASB	Emburse Transfer - ASB	1,500.00
PACH032224	03-22-2024	Paycom Payroll, LLC	03-22-24 Payroll	03-22-24 Payroll	194,524.22
10263	03-25-2024	Amazon Capital Services	Invoice #1C1F-VYVL-WMFJ	Office Supplies	50.83
10264	03-25-2024	J&G Wholesale Produce	Invoice #129663	School Lunches	447.75
10265	03-25-2024	Quill LLC	Invoice #37533054	Office Supplies	209.81
10266	03-25-2024	Renner Dairy Inc	Invoice #032021	School Lunch	97.96
10267	03-25-2024	San Bernardino County Fire Department	Invoice #Record ID FANL-006481	Maint & Repairs	305.85
10268	03-25-2024	Thrive Public Schools	Invoice #1107	Consulting Services	15,296.00
10269	03-25-2024	US Foods, Inc.	Invoice #5750966	School Lunches	1,905.34
2241	03-25-2024	Janelle Porter	Expense Reimbursement: Refund of Senior Package Items	Expense Reimbursement: Refund of Senior Package Items	195.00
DB032524-01	03-25-2024	Emburse	Emburse Transfer	Emburse Transfer	2,970.73
DB032524-02	03-25-2024	Emburse	Emburse Transfer	Emburse Transfer	20.00
DB032524-03	03-25-2024	Anthem Insurance Companies, Inc.	Insurance 04/01/2024 - 05/01/2024	Insurance 04/01/2024 - 05/01/2024	48,608.23
10270	03-26-2024	Advance Disposal Co. & Recycling Center	Invoice #0002237049	Utilities-Trash	1,937.39
10271	03-26-2024	Apex Hesperia Rentals	Invoice #102158	Maint & Repairs	65.55
10272	03-26-2024	CINTAS CORP	Invoice #4185529971	Janitorial Supplies	54.25
10273	03-26-2024	Encore High School ASB	Payments processed on 03-26-2024	Student Incentive	170.75
10274	03-26-2024	Encore High School ASB	Payments processed on 03-26-2024	Student Incentive	90.00
10275	03-26-2024	Encore High School ASB	Payments processed on 03-26-2024	Student Incentive	119.50
10276	03-26-2024	Encore High School ASB	Payments processed on 03-26-2024	Student Incentive	97.00
10277	03-26-2024	Sysco Riverside, Inc	Invoice #420826862	School Lunches	1,064.17
DB032624-02	03-26-2024	BankDirect Capital Finance	Loan payment - Loan # 1035929	Loan payment - Loan # 1035929	22,880.88
DB032724-01	03-26-2024	SOUTHWEST GAS	Utilities -Act. 910000886540	Utilities -Act. 910000886540	2,107.03
10278	03-27-2024	Amazon Capital Services	Invoice #1C77-YHWG-11R7	Student Event Supplies	689.70
10279	03-27-2024	Hesperia Unified School District	Invoice #240481	Office Supplies	341.16
10280	03-27-2024	JD Ensz Electric Inc.	Invoice #27237	Maint & Repairs	250.00
10281	03-27-2024	PresenceLearning, Inc.	Invoice #INV68818	SLP Services	5,791.35
10282	03-27-2024	Quill LLC	Invoice #37586833	Office Supplies	555.96
DB032724-02	03-27-2024	SOUTHWEST GAS	Utilities -Act. 910000679632	Utilities -Act. 910000679632	1,276.89
DB032724-03	03-27-2024	SOUTHWEST GAS	Utilities -Act. 910000679633	Utilities -Act. 910000679633	1,235.87
DB032724-04	03-27-2024	SOUTHWEST GAS	Utilities -Act. 910000679631	Utilities -Act. 910000679631	1,200.30
DB032724-05	03-27-2024	SOUTHWEST GAS	Utilities -Act. 910000679629	Utilities -Act. 910000679629	766.63
DB032724-06	03-27-2024	SOUTHWEST GAS	Utilities -Act. 910000679630	Utilities -Act. 910000679630	11.00
10283	03-28-2024	Amazon Capital Services	Invoice #1XXM-1HD6-6V1H	Kitchen Supplies	141.86
10284	03-28-2024	Quill LLC	Invoice #37629752	Office Supplies	148.99
DB032924-01	03-29-2024	Employee Benefits Corporation	COBRA Secure	COBRA Secure	180.00
DB032924-01	03-29-2024	Emburse	Emburse Transfer - ASB	Emburse Transfer - ASB	1,007.72
DB032924-02	03-29-2024	Employee Benefits Corporation	COBRA Secure & BESTflex Plan	COBRA Secure & BESTflex Plan	120.00

Coversheet

Expense Reimbursement to CEO/Executive Director

Section: V. Budget and Finance
Item: B. Expense Reimbursement to CEO/Executive Director
Purpose: Vote
Submitted by:
Related Material: EE reimbursement Sabrina Bow (April 2, 2024) form.pdf



Employee Reimbursement

Employee Requesting Reimbursement: _____ Date _____

Date	Description	Total Amount
Grand Total		

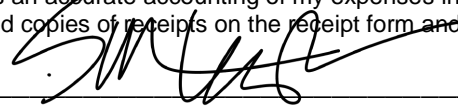
Name (make check payable to): _____

Address: _____

City, State, Zip: _____

(Check will be mailed to this address if the total amount is over \$100)

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

Employee's Signature: 

OFFICE USE ONLY

Rev. 3/21

Approval: Yes / No

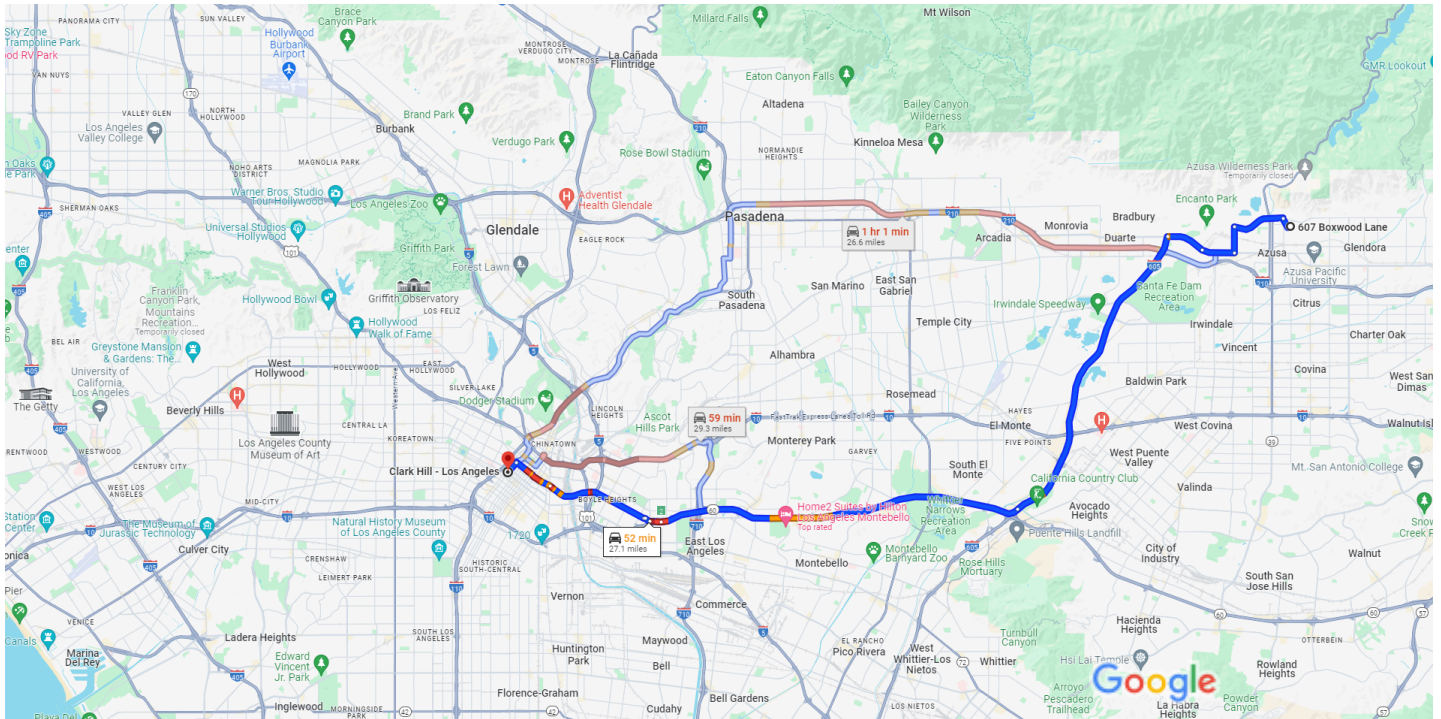
Administrator Signature: _____ Date: _____

Administrator Signature: _____ Date: _____



607 Boxwood Ln, Azusa, CA 91702 to Clark Hill - Los Angeles, 555 Flower St 24th Floor, Los Angeles, CA 90071 Drive 27.1 miles, 52 min

Sabrina Bow mileage reimbursement round trip for March 19 and 27, 2024. (27.1 x 2 = 54.2 miles) 54.2 miles x 2 days = 108.4 miles



Map data ©2024 Google 2 mi

via I-605 S/San Gabriel River Fwy and CA-60 W **52 min**
27.1 miles
Fastest route now, avoids slowdown on San Bernardino Fwy

via I-605 S/San Gabriel River Fwy, CA-60 W and San Bernardino Fwy **59 min**
29.3 miles
Slowdown on San Bernardino Fwy causing 16-min delay

via I-210 W **1 hr 1 min**
Heavier traffic than usual
26.6 miles

Explore nearby Clark Hill - Los Angeles



Sabrina Bow <sbow@encorehighschool.com>

pre-approval for reimbursement and swap out spring break day off

Chandale Sutton <csutton@encoreedcorp.com>
To: Sabrina Bow <sbow@encorehighschool.com>

Mon, Apr 8, 2024 at 11:58 AM

Good Morning Dr. Bow,

Yes, this reimbursement is pre-approved to submit.

Chandale
Sent from my iPhone

On Mar 18, 2024, at 6:53 PM, Sabrina Bow <sbow@encorehighschool.com> wrote:

Hi Chandale,

I am writing to request pre-approval for mileage reimbursement (round trip from my house) to attend the Griffin's depositions at our defense team's Los Angeles office. The depositions are scheduled for **March 19** and **27, 2024**.

Additionally, because March 27 is during Encore's spring break, I am requesting to instead take that day off on Friday April 5, 2024.

Please advise.

Thank you,
sabrina.

--

SABRINA BOW, Ed.D.

Executive Director

Direct [760-956-3800](tel:760-956-3800)

Book a [Zoom](#) meeting with me [here](#).

Book an [in-person](#) meeting with me by emailing our Executive Assistant [Joelle Schwarck](#).



CONFIDENTIALITY STATEMENT:

This electronic message contains information that may be confidential or privileged. The information is intended solely for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this e-mail in error, please notify us immediately by telephone at (760) 949-2036 or by e-mail reply and delete this message. Thank you.

Coversheet

Approval of Victor Valley College MOU College and Careers Access Pathways (CCAP) Partnership Agreement 2024-27

Section: VI. Curriculum and Instruction
Item: A. Approval of Victor Valley College MOU College and Careers Access
Pathways (CCAP) Partnership Agreement 2024-27
Purpose: Vote
Submitted by:
Related Material: Encore CCAP MOU 2024-2027-Final v. 2.pdf

Encore High School for the Arts AND Victor Valley College

Memorandum of Understanding: College and Careers Access Pathways (CCAP) Partnership Agreement **July 1, 2024-June 30, 2027**

This is a College and Career Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between Victor Valley Community College District (VVC) hereinafter known as "COLLEGE" and Encore High School for the Arts known as "SCHOOL DISTRICT".

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities with the Victor Valley Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, enroll in community colleges and four-year colleges, attend postsecondary education on a full-time basis, and complete degrees in those institutions than students without these experiences, and

WHEREAS, COLLEGE AND SCHOOL DISTRICT desire to enter into this CCAP Agreement to offer or expand dual enrollment opportunities, consistent with the provisions of AB 288, AB 30, and AB 368, for high school students "who may not already be college bound or who are underrepresented in higher education, to develop seamless pathways from high school to community college for career technical education or preparation for transfer, improve high school graduation rates, or helping high school pupils achieve college and career readiness." Sec.2 (a) AB 288

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor's Office and COLLEGE, and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the Agreement using the Appendix for purposes addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and

WHEREAS, the Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy cases, joint facilities use, and parental consent for high school pupils to enroll in community college courses and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW, THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1 This CCAP Agreement shall be for three years, beginning on July 1, 2024, and ending on June 30, 2027, unless otherwise terminated.

1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COLLEGE for those students; the scope, nature, time, location, and listing of community college course to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. The protocols shall only require shall only require a high school pupil participating in a CCAP partnership to submit one parental consent form and principal recommendation for the duration of the pupil's participation in the CCAP partnership. Sec. 2 (c) (1)

1.2 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. (c)(2)

1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS' DEFINITIONS

2.1 CCAP Agreement Courses – Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved.

2.2 Consistent with AB 288, this CCAP Agreement may include "underachieving students, those from groups underrepresented in postsecondary education, those seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee prohibited by Section 49011.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility – students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community

college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

- 3.2 Student Selection and Enrollment – Enrollment shall be open to all eligible students who have been admitted to the COLLEGE and meet all applicable prerequisites as part of the CCAP Agreement. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall comply with applicable law and COLLEGE standards and policies.
- 3.3 College Admission and Registration – Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall comply with the admissions and registration guidelines set forth in applicable law and V.V.C. policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment – A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course required for the pupil's CCAP partnership program.
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program in the Agreement designed to award students a high school diploma and an associate degree, certificate, or credential.
- 3.8 Minimum School Day – The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day according to Education Code §§ 46141 and 46142.
- 3.9 The district will provide a two-year proposal for courses it desires to offer each semester during the four semesters. District may ask for additional courses, but it must do so in writing to the Dual Enrollment Coordinator no later than ninety days before the start of the semester.
- 3.10 Minimum Course Enrollment - The SCHOOL DISTRICT shall enroll a minimum of 25 students per course. The COLLEGE shall reserve the right to allow lower course enrollment due to special

circumstances.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures, and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in admitting and registering SCHOOL DISTRICT students as necessary and required by COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee prohibited by Education Code Section 49011. See also Sec. 2 (f) (q). The governing board of a community district participating in a CCAP partnership agreement established according to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76104, 76223, 76300, 76350, and 79121.
- 5.2 The COLLEGE will work with book provider(s) to lower costs and give students quicker access to a course's textbook and materials. The SCHOOL DISTRICT will pay a set fee of \$70 per textbook. The COLLEGE will invoice the districts for the total number of books the SCHOOL DISTRICT uses per semester. The COLLEGE will work with the instructors to obtain their text and materials requests. The COLLEGE will also order and deliver the instructor's requested text and materials to the school. If a textbook is unavailable through an online provider, COLLEGE will be responsible for obtaining hardback or paperback versions of the requested book and other materials. The SCHOOL DISTRICT will be charged \$70 per textbook. The COLLEGE will cover any additional cost beyond the \$70.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will ensure that ancillary and support services are provided for students (e.g., Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)
- 5.4 According to a CCAP Agreement, units completed by a pupil may count toward determining a pupil's registration priority for enrollment and course registration at the COLLEGE.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if offered at a high school campus during the regular school day, and the community college course is offered according to a CCAP Agreement. Sec. 2 (o) (1).
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of the CCAP Agreement, regardless of whether the course and academic program are provided on-site at the SCHOOL DISTRICT or the COLLEGE.
- 6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this

Agreement—Sec. 2 (c) (1).

- 6.4 Course offered as part of a CCAP Agreement at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.5 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus and shall comply with V.V.C. academic standards and the Course Outline of Record (C.O.R.).
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designation, course descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.7 Instructors teaching courses offered by SCHOOL DISTRICT as part of this CCAP Agreement are/ will be considered college employees while teaching college courses and must complete an approved Instructional Services Agreement as required by V.V.C. Business Procedure.
- 6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COLLEGE and any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course-related regulations, policies, procedures, prerequisites, and standards and that of SCHOOL DISTRICT policies, practices, and requirements, the COLLEGE regulations, procedures, prerequisites, and standards shall prevail.
- 6.9 A student's withdrawal before completing a course offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.10 Classroom management and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors.
- 6.12 This CCAP Agreement certifies that any remedial course taught by community college faculty at a participating high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Any new courses must be approved in accordance with COLLEGE requirements, including approval by the COLLEGE Curriculum Committee.
- 6.13 Degree and certificate programs included in the CCAP agreement must have been approved by the California Community College Chancellor's Office, and courses that make up the programs must be

part of the approved programs, or the college must have received delegated authority to approve those courses locally separately.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California Community College as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for assignment monitoring and reporting to the county office of education. Sec. 2 (m)(2)
- 7.3 This CCAP Agreement specifies that the SCHOOL DISTRICT will assume reporting responsibilities under applicable federal teacher quality mandates. Sec. 2(m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of students' health and safety and not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person convicted of a violent or severe felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Before teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. The said training shall be approved and provided by the college.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional activities sponsored by the COLLEGE as required by the terms and conditions of the contract. They shall be encouraged to participate in ongoing collegial interaction to include, but not be limited to, the following: address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of V.V.C.
- 7.9 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel chosen to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of V.V.C., specifically concerning their duties as instructors.

7.10 The SCHOOL DISTRICT shall certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same achievement standards as students in classes taught on the COLLEGE campus.

8.2 Students enrolled in COLLEGE courses offered, as part of this CCAP Agreement at the SCHOOL DISTRICT, shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE Campus.

8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

9.1 The COLLEGE shall appoint an educational administrator, specified in the Appendix to this CCAP Agreement, who will be the point of contact to facilitate coordination and cooperation between the COLLEGE and SCHOOL DISTRICT in conformity with V.V.C. policies and standards. Sec. 2 (c)(2)

9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as the point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c) (2).

9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of the SCHOOL DISTRICT. Still, they will also be subject to the direction of COLLEGE, specifically concerning their duties pertaining to the COLLEGE courses.

9.4 This CCAP Agreement requires an annual report, as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Section. 2 (t)(1)(A-D)

- The total number of high school students by high school site enrolled in each partnership, aggregated by gender and ethnicity and reported in compliance with all applicable state and federal laws. Sec 2 (t)(1)(A)
- The total number of community college courses by course category, type, and school site

enrolled in by CCAP partnership participants. Sec. 2(t)(1)(B)

- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2(t)(1)(D)

10. APPORTIONMENT

- 10.1 V.V.C shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) to receive state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
- 10.2 For allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. (o)(2)
- 10.3 V.V.C. shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance for apportionment. Sec. (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed in accordance with Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Cal. Code Regs. and Title 5.

11. COMPLIANCE

- 11.1 The SCHOOL DISTRICT agrees to provide a district administrator to participate in the Victor Valley College CCAP Advisory Committee and to provide the college with a yearly report providing detailed information on compliance with the requirements of this Agreement.
- 11.2 The SCHOOL DISTRICT agrees that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through sources.
- 11.3 V.V.C. agrees that it has not received full compensation from other sources for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement.
- 11.4 The SCHOOL DISTRICT agrees and acknowledges that V.V.C. will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under the CCAP Agreement.
- 11.5 This CCAP Agreement requires that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.6 This CCAP Agreement requires that a qualified high school teacher teaching a course offered for

college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2(j)

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors to inform practice, make adjustments, and improve the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades, and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. COLLEGE shall maintain permanent records of student enrollment, grades, and achievements for COLLEGE students.

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

14.1 COLLEGE and SCHOOL DISTRICT shall ensure that operation protocols are consistent with the collection of participating student data and timely submission.

14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community College.

15. PRIVACY OF STUDENT RECORDS

15.1 COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course(s) and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy A.C.T. (FERPA) 20 U.S.C. § 1232g; 34 C.F.R Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

15.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that they may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

15.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing the maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

16. FACILITIES

16.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities or other mutually agreed upon locations to conduct the instruction and do so without charge to COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard its premises. SCHOOL DISTRICT warrants that its facilities comply with all applicable building, fire, and safety codes.

16.2 AT ITS OWN EXPENSE, the SCHOOL DISTRICT will furnish all course materials, specialized equipment, books, and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books, and materials for each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

17. INDEMNIFICATION

17.1 The SCHOOL DISTRICT agrees to and shall indemnify, save, and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents, and other representatives.

17.2 The COLLEGE agrees to and shall indemnify, save, and hold harmless the SCHOOL DISTRICT and its governing board, officer, employee, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of COLLEGE, its officers, employees, independent contractors, subcontractors, subcontractors agents, and other representatives.

18. INSURANCE

18.1 The SCHOOL DISTRICT, in order to protect COLLEGE, its agents, employees, and officers against claims and liability for death, injury, loss, and damage arising out of or in any manner connected with the performance and operation of the terms of this Agreement, shall secure and maintain in force during the entire term of this Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per

accident with an admitted California insurer duly licensed to engage in the business of insurance in the state of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through public entity risk management J.P.A., or program of self-insurance shall expressly name the COLLEGE, its agents, employees, and officers as an additional insured for the purpose of this Agreement. A certificate of insurance, including such endorsement, shall be furnished to the COLLEGE.

18.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims made by their respective SCHOOL DISTRICT personnel in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

19. NON-DISCRIMINATION

19.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

20. TERMINATION

20.1 Either party may terminate this Agreement by giving written notice specifying the effective date and the scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the person responsible for it listed in the CCAP Agreement.

20.2 This CCAP Agreement sets forth the entire Agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

21. MODIFICATION AND AMENDMENT

21.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

22. GOVERNING LAWS

22.1 This Agreement shall be interpreted according to the laws of the state of California.

23. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 5300 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

24. SEVERABILITY

24.1 This CCAP Agreement shall be considered severable. If any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law. All other provisions or parts shall remain in full force and effect.

25. COUNTERPARTS

25.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

Signed: _____
Superintendent, School District

Date: _____

Signed: _____
Superintendent/President, Victor Valley College

Date: _____

APPENDIX: COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT

1.0 COLLEGE AND SCHOOL DISTRICT INFORMATION

1.1 COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

<u>College/District</u>	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Victor Valley College	Chris Piercy	760-559-6991	Chris.Piercy@vvc.edu
Encore	St. Claire Adriaan	760-956-2632	sadriaan@encorehighschool.com

PROGRAM YEAR: 2024-2025

COLLEGE: Victor Valley College

1.2 APPROVED CCAP COURSES

The COLLEGE and the SCHOOL DISTRICT agree to the following courses being approved and available to participating schools as part of their CCAP offering. Availability may be limited due to the ability of the COLLEGE to staff the requested course. **No course that is not on this approved list will be offered during the duration of this M.O.U.**

1.3 DATE, TIME, AND LOCATION OF ALL CCAP COURSES

All VVC CCAP courses will be taught on the school site designated for each course. Classrooms will be assigned by the site administrator and will posse all required equipment. CCAP classes will be taught during the official school day, Monday through Friday. CCAP courses can be taught on Saturday if the SCHOOL DISTRICT designates it as an official school day and part of their overall instructional plan.

VVC APPROVED CCAP COURSES 2024-2027				
	SUBJECT	COURSE	UNIT	DESCRIPTION
1	AGNR	60	1	HORTICULTURE LABORATORY
2	AGNR	74A	1	SUSTAINABLE COMMUNITY LEADERSHIP
3	AGNR	74B	1	BIODIVERSITY MANAGEMENT & TECHNOLOGY
4	AGNR	74D	1	HABITAT RESTORATION
5	AGNR	100	3	GENERAL ANIMAL SCIENCE
6	AGNR	102	4	EQUINE SCIENCE
7	AGNR	105	3	EQUINE HEALTH
8	AGNR	106	3	VETERINARY TERMINOLOGY & TECHNOLOGY
9	AGNR	107	3	LIVESTOCK SELECTION & EVALUATION
10	AGNR	108	3	ANIMAL HEALTH & SANITATION
11	AGNR	120	3	INTEGRATED PEST MANAGEMENT
12	AGNR	121	3	INTRODUCTION TO ENVIRONMENTAL HORTICULTURE
13	AGNR	122	3	PLANT PROPAGATION & GREENHOUSE PRODUCTION
14	AGNR	123	4	INTRODUCTION TO PLANT SCIENCE
15	AGNR	131	3	INTRODUCTION TO SOIL SCIENCE
16	AGNR	140	3	PLANT MATERIAL AND USAGE I
17	AGNR	141	4	PLANT MATERIAL AND USAGE II
18	AGNR	170	4	ENVIRONMENTAL SCIENCE & SUSTAINABILITY
19	AGNR	150	3	LANDSCAPE DESIGN

20	AGNR	153	3	NATURAL LANDSCAPE MAINTENANCE
21	AGNR	172	3	NAT RES REMOTE SENSING & GEOGRAPHIC INF SYST (G.I.S.)
22	AGNR	173	3	WATERSHED MANAGEMENT & RESTORATION
23	AGNR	175	3	SUSTAINABLE AGRICULTURE, ENVIRONMENT, AND SOCIE
24	AGNR	177	3	PRINCIPLES OF WILDLIFE MANAGEMENT
25	AGNR	178	3	AGRICULTURE ECONOMICS
26	ANIM	160	3	3D MAX FUNDAMENTALS
27	ANTH	101	3	INTRODUCTION TO PHYSICAL ANTHROPOLOGY
28	ANTH	101L	1	PHYSICAL ANTHROPOLOGY LAN
29	ART	101	3	SURVEY OF ART HISTORY-PREHISTORIC TO MEDIEVAL
30	ART	102	3	SURVEY OF ART HISTORY-RENAISSANCE TO CONTEMPORARY
31	ART	104	3	FILM AS AN ART FORM
32	ART	105	3	INTRODUCTION TO ART
33	ART	125	3	DRAWING 1
34	ASL	122	4	AMERICAN SIGN LANGUAGE 1
35	ASL	123	4	AMERICAN SIGN LANGUAGE 2
36	ASL	124	4	AMERICAN SIGN LANGUAGE 3
37	ASL	125	4	AMERICAN SIGN LANGUAGE 4
38	ASTR	101	3	DESCRIPTIVE ASTRONOMY
39	AUTO	50.4	0	AUTO 911
40	AUTO	50.5	0	AUTO 911 LAB
41	AUTO	58	2	LUBRICATION TECHNICIAN
42	AUTO	59	3	AUTOMOTIVE TIRE TECHNICIAN
43	AUTO	77.3	2	AUTOMOTIVE WORKPLACE PROFESSIONALISM
44	AUTO	89.3	4	INTO TO HYBRID, ELECTRIC VEHIC, AND PROPULSION VEH
45	A.V.A.	50	4	AVIATION TECHNOLOGY SURVEY
46	A.V.A.	50B	4	AIRCRAFT METALLIC FABRICATION
47	BADM	100	2	INTRODUCTIONS TO BUSINESS ORGANIZATIONS
48	BADM	109	3	HUMAN RESOURCE MANAGEMENT
49	BADM	112	3	INTRODUCTION TO MARKETING
50	BADM	118	3	BUSINESS LAW
51	BIOL	100	4	GENERAL BIOLOGY
52	BIOL	107	4	INTRODUCTION TO HUMAN BIOLOGY
53	CHDV	100	3	CHILD GROWTH AND DEVELOPMENT
54	CHDV	106	3	CHILD, FAMILY, AND COMMUNITY
55	CHDV	133	3	ART EXPERIENCES FOR YOUNG CHILDREN
56	CHDV	134	3	LANGUAGE AND EARLY LITERARY DEVELOPMENT
57	CHDV	144	2	MATH AND SCIENCE EXPERIENCES FOR YOUNG CHILDREN
58	CHDV	145	2	MUSIC AND MOVEMENT EXPERIENCES FOR YOUNG CHILD
59	CHEM	100	4	INTRODUCTORY CHEMISTRY
60	CIS	101	4	COMPUTER LITERACY

61	C.J.	92	3	WRITING FOR CRIMINAL JUSTICE
62	CJ	101	3	INTRODUCTION TO CRIMINAL JUSTICE
63	CJ	103	3	CRIMINAL LAW
64	CJ	104	3	LEGAL ASPECTS OF EVIDENCE
65	CJ	135	3	JUVENILE LAW AND PROCEDURES
66	CMST	105	3	INTERCULTURAL COMMUNICATION
67	CMST	106	3	INTERPERSONAL COMMUNICATION
68	CMST	109	3	PUBLIC SPEAKING
69	CMST	107	3	FAMILY COMMUNICATION
70	CT	130	3	RESIDENTIAL REMODELING
71	CTMF	121A	3	WOODWORKING
72	CTMF	121B	3	INTERMEDIATE WOODWORKING
73	CTMF	120	4	RESIDENTIAL MAINTENANCE AND REPAIR
74	ECON	101	3	PRINCIPALS OF ECONOMICS: MACRO
75	ECON	100	3	INTRODUCTION OF ECONOMICS
76	EDUC	101	3	INTRODUCTION TO TEACHING
77	E.M.S.	50	2.5	EMERGENCY MEDICAL RESPONDER
78	E.M.S.	60	9.5	EMERGENCY MEDICAL TECHNICIAN
79	ENGD	101	3	INTRODUCTION TO DRAFTING
80	ENGD	103	3	BLUEPRINT READING FOR CONSTRUCTION
81	ENGD	110	3	INTRODUCTION TO 2-D AUTOCAD
82	ENGL	81	2	COREQUISITE SUPPORT FOR ENGLISH 101
83	ENGL	101	4	ENGLISH COMPOSITION AND READING
84	ENGL	102	3	COMPOSITION AND LITERATURE
85	ENGL	104	3	CRITICAL THINKING AND COMPOSITION
86	ENGL	109	3	CREATIVE WRITING
87	ETH	101	3	INTRODUCTION TO CHICANA/O STUDIES
88	ETH	102	3	INTRODUCTION TO AFRICAN AMERICAN STUDIES
89	FIRE	100	3	PRINCIPLES OF EMERGENCY SERVICES
90	FIRE	101	3	FUNDAMENTALS OF FIRE SERVICE OPERATIONS
91	FIRE	102	3	FIRE PREVENTION TECHNOLOGY
92	FIRE	109	3	WILDLAND FIRE CONTROL
93	FIRE	110	3	PRINC OF FIRE AND EMER SERVICES SAFETY AND SURVIVAL
94	GEOG	101	3	INTRODUCTION TO PHYSICAL GEOGRAPHY
95	GEOG	101L	1	GEOGRAPHY 1 LABORATORY
96	GEOG	104	3	WORLD REGIONAL GEOGRAPHY
97	GEOL	101	4	PHYSICAL GEOLOGY
98	GUID	50	1	COLLEGE SUCCESS
99	GUID	51	1	ORIENTATION TO COLLEGE
100	GUID	81	1	CAREER PLANNING: STAGE II
101	GUID	82	1	CAREER PLANNING: STAGE II
102	HIST	103	3	WORLD HISTORY TO 1500

103	HIST	104	3	WORLD HISTORY SINCE 1500
104	HIST	115	3	HISTORY OF CALIFORNIA
105	HIST	117	3	HISTORY OF THE UNITED STATES TO 1876
106	HIST	118	3	HISTORY OF THE UNITED STATES FROM 1876
107	HIST	130	3	LATIN AMERICAN HISTORY TO 1822
108	HIST	131	3	LATIN AMERICAN HISTORY FROM 1822
109	LIBR	110	3	INFO LITERACY IN DIGITAL AGE
110	MATH	104	4	TRIGONOMETRY
111	MATH	105	4	COLLEGE ALGEBRA
112	MATH	85	2	COREQUISITE SUPPORT FOR COLLEGE ALGEBRA
113	MATH	120	4	INTRODUCTION TO STATISTICS
114	MATH	132	3	THE IDEAS OF MATH
115	MATH	80	2	COREQUISITE SUPPORT FOR INTRODUCTORY STATISTICS
116	MUSC	100	3	INTRODUCTION TO MUSIC
117	MUSC	101	3	THE FUNDAMENTALS OF MUSIC
118	MUSC	116	3	MUSIC IN AMERICA
119	MUSC	117	3	HISTORY OF JAZZ
120	MUSC	118	3	SURVEY OF ROCK AND ROLL
121	OCEA	101	3	OCEANOGRAPHY
122	PAL	100	3	INTRODUCTION TO PARALEGAL STUDIES
123	PAL	102	3	BEGINNING LEGAL RESEARCH FOR PARALEGALS
124	PAL	103	3	BEGINNING LEGAL WRITING
125	PAL	104	3	LEGAL ETHICS FOR PARALEGALS
126	PHIL	101	3	INTRODUCTION TO PHILOSOPHY
127	PHOT	101	3	INTERMEDIATE PHOTOGRAPHY
128	PHOT	111	3	BEGINNING DIGITAL PHOTOGRAPHY
129	PHYS	100	4	INTRODUCTORY PHYSICS
130	POLS	101	3	INTRODUCTION TO POLITICAL SCIENCE
131	POLS	102	3	INTRODUCTION TO AMERICAN GOVERNMENT AND POLITI
132	POLS	114	3	POLITICAL PHILOSOPHY
133	PSCI	101	3	PRINCIPLES OF PHYSICAL SCIENCE
134	PSYC	101	3	INTRODUCTION TO PSYCHOLOGY
135	PSYC	110	3	DEVELOPMENTAL PSYCHOLOGY
136	RLST	101	3	INTRODUCTION TO RELIGIOUS STUDIES
137	RLST	113	3	RELIGION AND SOCIETY
138	RMGT	2	4.5	PREP/LINE COOK
139	RMGT	7	4.5	BAKERY/PASTRY TRAINING
140	SOC	101	3	INTRODUCTION TO SOCIOLOGY
141	SOC	102	3	SOCIAL PROBLEMS
142	SPAN	101	5	ELEMENTARY SPANISH
143	SPAN	102	5	ELEMENTARY SPANISH
144	TA	101	3	INTRODUCTION TO THEATRE

145	TA	106	3	BEGINNING ACTING
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1.4 BEGINNING AND ENDING DATES FOR ALL CCAP COURSES IN THE SCHOOL DISTRICT(S)

Fall 2024 classes will begin the week of August 12, 2024, and run through the week of December 9, 2024. Spring 2024 classes will start the week of January 13, 2024, and run through the week of May 8, 2024. Starting and ending dates for Fall and Spring 2025, 2026, and 2027 will be determined 120 days prior to the start of the Fall semester for each school year.

1.5 CCAP 2024-2027 COURSE TIMES

Encore's courses will begin at 8:30 AM and end by 3:00 PM.

1.6 COURSES REQUESTED Fall 2024: PSYC 101, ASTR 101, GUID 50, GUID 81. Spring 2025, PSYC 110, CMST 109, TA 106, and GUID 82.

1.7 FTES 2024-2025 ESTIMATE

Based on the number of requested courses for 2024-2025 and estimating an average of 25 students per class (taking into consideration potential special circumstances, see 3.10), approximately 8 CCAP courses will be offered at Encore, with an estimated 200 students enrolled. This number does not reflect students taking multiple courses; it is just an estimated total enrollment in the courses provided. Encore's total annual FTES estimate is 20.

2. PROGRAM SCOPE/GOAL

SCHOOL DISTRICT will provide both C.T.E. and transfer courses to students who may not be college-bound and who are underrepresented in higher education through this CCAP agreement. The goal of the program will be to develop seamless pathways that prepare students for transfer to COLLEGE and CSU/UC, as well as C.T.E. pathways that are aligned with the particular high school programs. C.T.E. pathways at the high schools include Computer Science, Manufacturing/Construction Tech, Engineering, Information and Communication Technologies, Family and Consumer Science, Automotive, Healthcare, and Environmental Studies.

3. BOOKS AND INSTRUCTIONAL MATERIALS

The COLLEGE will work with book provider(s) to lower costs and give students quicker access to a course's textbook and materials. The SCHOOL DISTRICT will pay a set fee of \$70 per textbook. The COLLEGE will invoice the districts for the total number of books the SCHOOL DISTRICT uses per semester. The COLLEGE will work with the instructors to obtain their text and materials requests. The COLLEGE will also order and deliver the instructor's requested text and materials to the school.

If a textbook is unavailable through an online provider, COLLEGE will be responsible for obtaining hardback or paperback versions of the requested book and other materials. The SCHOOL DISTRICT will be charged \$70 per textbook. The COLLEGE will cover any additional cost beyond the \$70.

4. ASSESSMENT OF BENEFIT TO STUDENTS

The COLLEGE is responsible for the tracking of students from the SCHOOL DISTRICT to the college in order to assess the benefit gained from the courses in this Agreement. Criteria will include, but are not limited to, the number of high school students enrolled in partnership, number of college courses offered, number and percentage of successful course completions, and number of FTES generated.

5. EMPLOYER OF RECORD

COLLEGE will be the employer of record for purposes of assignment monitoring.

6. EDUCATIONAL PROGRAMS(S) AND COURSE(S)

COLLEGE is responsible for all educational programs(s) and course(s) offered as part of this CCAP Agreement, whether the academic programs(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE. The School District is responsible for providing COLLEGE with a two-year course plan 150 days before the start of the first semester of this Agreement. Requests for additional courses must be made no later than 90 days prior to the start of the semester. It is understood that COLLEGE has the option of filling or not filling requested courses based on the availability of instructors.

Coversheet

Approval of 24-25 Measure Education Consulting Services Contract

Section: VII. Operations
Item: B. Approval of 24-25 Measure Education Consulting Services Contract
Purpose: Vote
Submitted by:
Related Material: 24-25 Measure Education Consulting Services Contract.pdf



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement"), dated as of **July 1, 2024** (the "Effective Date"), is between Measure Education Inc. ("Measure Education"), EIN 81-4622301, and **Encore Jr./Sr. High School for the Performing and Visual Arts** with offices at **16955 Lemon Street, Hesperia, CA 92345** ("Client"), each individually referred to as a "Party" and collectively referred to as the "Parties." The parties previously executed Consulting Services Agreement(s), the latest Consulting Services Agreement is dated July 1, 2023 ("Previous Consulting Services Agreement"). This Consulting Services Agreement dated July 1, 2024, shall amend, replace and supersede the Previous Consulting Services Agreement in its entirety.

1. **Scope of Agreement and Services**

(a) This Agreement describes the process by which Client engages Measure Education to perform consulting services, and sets out the terms and conditions applicable to those services. Client may procure services under this Agreement for itself and for its affiliates that Client binds to this Agreement by its signature (collectively, the "Affiliates").

(b) Measure Education shall perform such services (the "Services") as agreed in one or more statements of work issued under this Agreement, a form of which is attached and incorporated herein as Exhibit A ("Statement of Work"). Each Statement of Work shall describe the Services to be performed, the expected schedule for performance, the amounts that Client shall pay for those Services, and any other relevant information. This Agreement does not obligate either Party to enter into any Statement of Work and does not create an exclusive arrangement between the Parties. If there is a conflict between the Agreement and the Statement of Work, the Statement of Work shall prevail. If Measure Education commenced Services prior to execution of this Agreement or a particular Statement of Work, the terms of this Agreement and relevant Statement of Work shall govern such Services.

(c) Measure Education and Client recognize that Measure Education's Services may include working on various projects for Client outside of the Statement of Work. Measure Education shall obtain Client's approval prior to the commencement of a new project and the Parties shall agree to a new and/or amended Statement of Work for such new project. Other than the Services set forth in Statement of Work(s), Measure Education is not responsible for any other services, unless mutually agreed to in writing.

2. **Deliverables and Performance of Services**

(a) Measure Education shall determine the manner, location, and specific hours for performance of the Services, subject to the limits specified in this Agreement. Measure Education shall coordinate with Client's designee regarding the performance of the Services.

(b) Client shall own all written material that is prepared for and delivered to it under this Agreement ("Deliverables"), except as follows: Measure Education shall own its working papers, preexisting materials and software, as well as any general skills, know-how, trade secrets, processes, or other intellectual property (including a non-Client specific version of any Deliverables, proprietary software, etc.) which may be discovered or created by Measure Education as a result of providing Services ("Measure Education Materials"). Client has a nonexclusive, non-transferable license to use any Measure Education Materials included in the Deliverables for Client's own internal use of those Deliverables.

(c) Measure Education is providing the Services and Deliverables solely for Client's internal use and benefit. The Services and Deliverables are not for a third party's use, benefit or reliance and Measure Education disclaims any contractual or other responsibility or duty of care to others based upon the Services or Deliverables.



3. Client Responsibilities. Client acknowledges that by providing the Services, Measure Education performs an advisory and task-related function, and therefore provides the Services at the direction of Client. Client is responsible for all management functions and decisions relating to the Services.

In order to provide the Services, Measure Education relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with Measure Education. Client shall provide reasonable support services, including providing adequate and timely documentation and information required in order to allow Measure Education to provide the Services. Measure Education shall not be responsible for any missed deadlines if Client and/or Client's employees, agents, or contractors fails to timely provide necessary information and materials to Measure Education.

Client shall immediately inform Measure Education of any material change in Client's operations that might impact Measure Education's ability to provide the Services under this Agreement. Client also is solely responsible for the results achieved from using the Services or Deliverables. Client shall designate a competent member of Client's management to oversee the Services.

4. Fees, Expenses and Payment. Client shall pay the amounts described in the Statement(s) of Work for the Services. Measure Education shall invoice Client on a regular basis, and Client shall pay each invoice within thirty (30) days after the invoice date or incur a late fee of 1.5% of the outstanding balance for each 30-day period overdue. Notwithstanding any other provision herein, Measure Education may promptly terminate the Agreement if Client has an unpaid invoice that is outstanding for more than thirty (30) days.

5. Confidentiality and Protection of Data. "Confidential Information" means non-public information marked "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a Party or on its behalf. Confidential information may include but is not limited to trade secrets, policies, procedures student records, intellectual property, business or strategic plans, contractual agreements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party. Each Party shall protect the confidentiality of Confidential Information that it receives and, neither Party shall use or disclose any Confidential Information for any purpose other than to perform this Agreement or as required by applicable law, statute, rule, regulation or professional standard, without the other Party's prior consent. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other Party to seek a restraining order or other appropriate relief. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Notwithstanding and in addition to the paragraph above, the Parties agree to the following terms related to the protection of Client's education records.

The Client acknowledges that they have reviewed the Measure Education Privacy Policy located at <http://www.measured.com/privacy/>, which applies to the Client's use of Measure Education's Services.



Client and Measure Education acknowledge and agree that pursuant to the Family Educational Rights and Privacy Act (“FERPA”) and applicable state law, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of “personally identifiable information” in student “education records”, as those terms are defined by FERPA (referred to herein as “Student Records”). The Parties acknowledge that the Client at all times retains ownership of Student Records and that each party must perform its obligations under this agreement in compliance with FERPA. Measure Education shall use Student Records only for those purposes required or permitted by this agreement.

Client acknowledges and agrees Measure Education, its agents, employees, and contractors, can access Student Records without parental consent as a “school official” under FERPA because Measure Education is performing an institutional services or function for which the Client would otherwise use its employees to perform, is under the direct control of the Client with respect to the use and maintenance of Student Records, and is subject to FERPA’s redisclosure requirements. Further, Measure Education has a legitimate educational interest in accessing Student Records to provide the Services set forth herein.

Client agrees to distribute its Annual Notification of FERPA Rights in compliance with FERPA (34 CFR § 99.7). Client shall ensure its Annual Notification of FERPA Rights defines “school official” so that it includes Measure Education, its employees, agents, and contractors who are responsible for providing the institutional services set forth herein.

Measure Education will maintain and enforce commercially reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of Client’s student records and other sensitive information.

6. Term and Termination. This Agreement is effective as of the Effective Date stated above. The term of this Agreement shall be from the Effective Date until **June 30, 2025** (the “Initial Term”). This Agreement shall automatically renew for consecutive additional one (1) year terms unless either Party provides written notice of non-renewal to the other at least thirty (30) days prior to the expiration of the then-current term (each, a “Renewal Term”). The Initial Term and any Renewal Term(s) are referred to as the Term.

Either Party may terminate this Agreement or any Statement of Work without penalty with thirty (30) days’ written notice to the other Party. Upon any termination under this section, Client shall pay Measure Education for all services rendered by Measure Education prior to the effective date of termination.

Any provisions of this Agreement that should be reasonably intended to survive its termination or expiration shall do so.

7. Limitations of Liability. Measure Education’s aggregate liability for all claims, losses, liability or damages in connection with this Agreement or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Measure Education by the Client for the particular Service giving rise to the liability under the relevant Statement of Work under this Agreement. In addition, Measure Education shall not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, Measure Education shall have no liability to Client arising from or relating to any third-party hardware, software, information or materials selected or supplied by Client.

8. Disclaimer of Warranties. ANY SERVICES AND SPREADSHEETS, ELECTRONIC MATERIALS, SOFTWARE TOOLS, DELIVERABLES, OR OTHER MATERIALS THAT MEASURE EDUCATION PROVIDES TO CLIENT ARE PROVIDED ON AN “AS IS” and “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON- INFRINGEMENT. Measure Education shall not be responsible for results obtained by anyone other than Measure Education from the access, distribution, or use of such Deliverables and materials.



9. Waiver. The failure of either Party to enforce any provision of this Agreement 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 agreement.

10. Relationship of Parties. The Parties understand that Measure Education is an independent contractor with respect to Client. Client shall not provide fringe benefits, including health insurance benefits, paid vacation, workers' compensation coverage, or any other employee benefit, for Measure Education's benefit. The Parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established herein.

11. Governing Law. This Agreement and any dispute relating to the Services shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California (United States of America), without giving effect to any provisions that would require the laws of another jurisdiction to apply. Measure Education and Client agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Each party agrees to equally split the costs of the arbitration. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in San Francisco, California (United States of America). The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law. With the mutual written consent of the parties, the parties may waive the arbitration requirement herein and pursue other methods of dispute resolution (e.g., mediation).

12. Indemnification. Each Party (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party (an "Indemnified Party"), and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of the Indemnifying Party's duties under this Agreement and/or negligence or willful misconduct of the Indemnifying Party, including that of its employees, officers, directors, and agents. In no event shall an Indemnifying Party be required to defend, indemnify or hold harmless an Indemnified Party for the Indemnified Party's sole negligence or willful misconduct. This term shall survive the termination of the Agreement.

13. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, fire, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Measure Education), provided that the delayed Party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

14. Notice. All notices, requests, offers or demands or other communications (each, a "Notice") given to or by the Parties under this Agreement and each Statement of Work shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the Party to whom Notice is to be given, by electronic mail at the address below, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below, or such other address for such Party as shall be specified in a Notice given in accordance with this Section:



For Measure Education:

For Client:

Measure Education
Attn: Curtis Loo
4 W 4th Ave, STE 431
San Mateo, CA 94402
Email: cloo@measureed.com

Encore Jr./Sr. High School for the Performing and Visual Arts
Attn: Sabrina Bow
16955 Lemon Street
Hesperia, CA 92345
Email: sbow@encorehighschool.com

15. Additional Terms. No Party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without prior written consent of the other Party, and any attempted assignment without such consent shall be void and invalid. Measure Education may use Client's name and logo in experience citations and recruiting materials. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall be enforced to the extent permitted by law. This Agreement, including the executed Statement of Works attached and incorporated 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. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. Paragraph headings are for reference only and will not be considered as parts of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed copy or electronic (e.g., .pdf) copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

Measure Education Inc.

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

By: _____

By: _____

Name: Curtis Loo

Name: _____

Title: President

Title: _____

Date: _____

Date: _____



EXHIBIT A

STATEMENT OF WORK: 2024-07-01

This Statement of Work is governed by and subject to the provisions of the Consulting Services Agreement dated **July 1, 2024** (the “Agreement”), the terms of which are incorporated herein, between **Encore Jr./Sr. High School for the Performing and Visual Arts** (“Client”) and **Measure Education Inc.** (“Measure Education”). The parties previously executed Statement of Work(s), the latest Statement of Work is dated July 1, 2023 (“Previous Statement of Work”). This Statement of Work, dated July 1, 2024, shall amend, replace and supersede the Previous Statement of Work in its entirety. The term “Client” in the Agreement shall include the entity signing this Statement of Work. Any terms used in this Statement of Work and not otherwise defined shall have the same meaning as in the Agreement. If there is a conflict between the Agreement and the Statement of Work, this Statement of Work shall prevail.

1.0 SCOPE OF SERVICES

Measure Education offers a wide range of support services for schools. The following services (“Services”) shall be provided by Measure Education to Client pursuant to the terms of the Agreement and this Statement of Work:

Definition of Schools in Scope

- Measure Education will be providing services for the following:
 - Encore Jr./Sr. High School for the Performing and Visual Arts (CDS Code 36750440116707)

Consultant Support

- Main Point of Contact
 - Measure Education will assign a main point of contact who will serve as Client’s primary contact with Measure Education. If that point of contact is unavailable or cannot answer your question in a timely manner, Measure Education leadership’s will ensure that Client’s questions are answered.
 - Measure Education limits access to Client data to individuals that require access to perform job functions and Services for Client. This may include the Client’s primary contact and other Measure Education employees tasked to support Client. In cases where Measure Education requires additional access accounts to Client Information Systems, Measure Education will notify the Client.
- Helpdesk
 - Phone and Email support is officially available from 10 AM to 4 PM (Pacific Time Zone), Monday through Friday, except when Measure Education is closed due to federal or state holidays. Client-site contacts who can utilize this service can include Client leadership responsible for data management related areas within scope of this Statement of Work.

Compliance Support

- Compliance Support - California
 - California Longitudinal Pupil Achievement Data System (“CALPADS”)
 - Student Enrollment Maintenance
 - Measure Education will provide regular uploads of student information associated with school enrollment to the CALPADS system and will send a report of anomalies or errors to Client for resolution.
 - Client will communicate all resolution actions to Measure Education associated with enrollment anomalies or errors **within one week of receiving the report from Measure Education.**
 - Client will provide Measure Education with a school administrator account to CALPADS **upon the signing of this Statement of Work.**
 - State Testing Support



- During specified testing dates, Measure Education will upload complete and accurate data provided by Client in the SIS to State-Provided databases within 24 hours of request.
- Client will provide test names, dates and required fields to Measure Education **at least five weeks before the start of the testing period.**
- Direct Certification Extraction
 - Measure Education will provide a report to Client that contains the direct certification results from the CALPADS system. The schedule of this report will be based on the availability of this report from the State.
- Data Submissions
 - Fall 1
 - Measure Education will upload CALPADS Fall 1 related files from Client's SIS to the CALPADS system.
 - Client will confirm that student data in the SIS is complete and accurate **on the CALPADS census day.**
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
 - Fall 2
 - Measure Education will upload CALPADS Fall 2 related files from Client's SIS to the CALPADS system.
 - Client will confirm that staff and course data in the SIS is complete and accurate **on the CALPADS census day.**
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
 - End of Year
 - Measure Education will upload CALPADS End of Year related files from Client's SIS to the CALPADS system.
 - Client will confirm that student data in the SIS is complete and accurate **within one week of the final day of the current school year.**
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
 - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by



Measure Education) and the end of the Statement of Work term.

- Review and Certification
 - Measure Education will review the uploaded files with school leadership for Client’s certification.
 - Client will meet with Measure Education to review and certify the school data **within one week of a request.**
 - Measure Education is not responsible for the accuracy of data within the Student Information System or timely certification by Client.
- Special Education Data
 - Measure Education is not responsible for the management of or timely submission of CALPADS data from the Special Education Data System (“SEDS”).
 - Client will communicate all resolution actions for Special Education Data to Measure Education associated with data anomalies or errors **within one week of receiving an error report from Measure Education.**
 - Client will provide Measure Education with the name of the responsible contact for the SEDS **upon the signing of this Statement of Work.**
 - Client will provide Measure Education with the name of the responsible contact for the management of Special Education data **upon the signing of this Statement of Work.**
- Data Review
 - During the submission window, Measure Education will download and restructure aggregate and detailed reports from CALPADS for ease of review and communication to Client leadership related to CALPADS submissions.
 - Client will agree to upload and post a complete set of required data files to CALPADS **at least 30 days before the end of the submission window.**
 - Measure Education will facilitate regular CALPADS data review meetings with relevant Client staff to help ensure the accuracy of data reported before certification.
 - Client will meet with Measure Education to review or certify school data **within one week of a request.**
- CA School Dashboard Data Support
 - Measure Education will provide phone and email support for CALPADS data sets if used for the CA School Dashboard.
- School Accountability Report Card (“SARC”) Data Support
 - Measure Education will provide phone and email support for CALPADS data sets if used for the SARC report.
 - Measure Education is not responsible for the timely submission and publication of SARC by the Client.

System Access

- Upon the execution of this Statement of Work, it is Client’s responsibility to provide Measure Education administrative access to any data systems that Measure Education needs in order to complete the Services. This will also include access to any direct contact support services that may be offered by these data systems.

Unauthorized Changes to SIS

- Measure Education provides services that depend on the consistent operation of the Student Information System. Client agrees to consult with Measure Education before making any changes to the Student Information System that will have a material impact on Measure Education services. In the event that issues arise from Client’s changes made to the SIS without



consultation with Measure Education, the Parties agree Measure Education shall not be responsible for issues stemming from these unauthorized changes. Further, Client agrees Measure Education may not be able to resolve issues caused by unauthorized modifications without an additional statement of work.



2.0 TIMING AND DURATION

2.1 Timing

Timing for future projects shall vary and shall be agreed upon by the Parties based upon particular objectives and deliverables.

2.2 Duration

The Statement of Work is effective upon execution and shall then be coterminous with the Agreement. The term of this Statement of Work shall renew and/or terminate consistent with Section 7 of the Agreement.

3.0 FEES AND PAYMENT

3.1 Professional Fees

For Services listed in this Statement of Work, a fee will be charged on a monthly basis for work performed. This monthly fee shall be invoiced on the 1st of each calendar month for the amount of **\$2,387.62** (U.S. Dollars) with the first invoice sent on **August 1, 2024**.

On-site services are not part of the Services set forth above and, if requested by Client, will be billed at a daily rate of **\$2,500.00** (U.S. Dollars), which includes reasonable travel, lodging, food, and other expenses.

For additional services outside the scope of the Services set forth above or otherwise agreed to by the Parties, the hourly rate for services provided by Measure Education during our weekday business hours (10:00A.M. to 4:00 P.M. Pacific Time Zone) will be **\$200.00** (U.S. Dollars) and invoiced on a monthly schedule. For services requested that require work during out-of-business hours and the weekend, the hourly rate will be **\$400.00** (U.S. Dollars).

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Client's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

Notwithstanding any other provision in any Statement of Work or the Agreement, Measure Education may revise the monthly fee and other fees set forth in this section on an annual basis for the subsequent term with written notice. Measure Education will not change the fees mid-term, except with the mutual written consent of the Parties. Measure Education will provide written notice to the Client of fee changes at least thirty (30) days before the effective date of the fee change. The Parties agree that they do not need to execute a new Statement of Work or other written instrument in order for Measure Education to effectuate a change in fees pursuant to this section for subsequent terms.

3.2 Payment Terms

Consistent with the terms of the Agreement, payment shall be made within thirty (30) days of receipt of invoice, by check to the order of Measure Education Inc., and sent to:

MEASURE EDUCATION INC.
4 W 4TH AVE, STE 431
SAN MATEO, CA 94402



Measure Education may also allow Client to make Automated Clearing House (ACH) payments or other means of electronic payment. Client will be responsible for paying any fees associated with electronic payment processing.

This Statement of Work may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed copy or electronic (e.g., .pdf) copy of the fully executed original version of this Statement of Work shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, each of the Parties has caused this Statement of Work to be executed on its behalf by its duly authorized representative as of the date first above written.

Measure Education Inc.

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

By: _____

By: _____

Name: Curtis Loo

Name: _____

Title: President

Title: _____

Date: _____

Date: _____



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MEASURE EDUCATION INC.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 4 W 4TH AVE, STE 431</p> <p>6 City, state, and ZIP code SAN MATEO, CA 94402</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
8	1								
-				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.