



**April 19, 2018**

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**DEHESA**  
**Regular Governing**  
**Board Meeting**  
— — — — —  
**Agenda**

**Welcome**

Welcome to the meeting of the Dehesa School District Governing Board. Your interest in our school district is appreciated.

**Our Governing Board**

Our community elects five Board members who serve four-year terms. The Board members are responsible for the overall operation for the school district. Among its duties, the Board adopts and annual budget, approves expenditures, establishes policies and regulations, authorizes employment of all personnel, approves curriculum and textbooks, and appoints the Superintendent.

**Cindy White**

Mrs. White was first elected to the governing Board in November 2002, re-elected in 2006, 2010 and 2014. Her current term expires in 2018.

**Karl Becker**

Mr. Becker was elected to the board in 2010 and reelected in 2014. His current term expires in 2018.

**Christina Becker**

Mrs. Becker was first elected to the Governing Board in the year 2014. Her current term expires in 2018.

**Mark Zacovic**

Dr. Zacovic was first elected to the governing Board in November 2016. His current term expires in 2020.

**Karen Kirkpatrick**

Mrs. Kirkpatrick was appointed to the governing Board in December 2017. Her current term expires in 2018

# DEHESA SCHOOL DISTRICT

## LOCATION & TIME

CLOSED SESSION - 4:00 p.m.  
Dehesa School – Conf Room D4

## LOCATION & TIME -

OPEN SESSION - 5:00 p.m.  
Dehesa School - MPR

## **REGULAR GOVERNING BOARD MEETING**

**April 19, 2018**

### **AGENDA**

Accommodations: In compliance with the American with Disabilities Act 1990, if you need special assistance to participate in this meeting, please contact the office of the Superintendent at 619-444-2161. Notification of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to that meeting.

In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting, may be viewed at Dehesa School District, 4612 Dehesa Road, El Cajon, CA 92019, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Deborah Cagney.

Board of Education agendas and minutes are, by law, public documents. Please note the Dehesa School District posts Board agendas and minutes on the school website; <https://dehesasd.sdcoc.net>.

#### **I. Call to Order**

- A. Public Comment on Closed Session Items.

#### **II. Closed Session**

- A. PUPIL PERSONNEL MATTERS: The Governing Board will recess to Closed Session to consider pupil personnel matters pursuant to Government Code Section 35146, 72122, and 48918
- B. PERSONNEL MATTERS: The Governing Board will recess to Closed Session to consider personnel matters pursuant to Government Code Section 54957
  - 1. Appointment, Employment, Evaluation of Performance, Discipline, Leaves, or Dismissal of a Public Employee
- C. NEGOTIATIONS: The Governing Board will recess to Closed Session to consider negotiations and related matters pursuant to Government Code 54957.
  - 1. Employee Organizations: DTA, CSEA, and Unrepresented Employees
- D. POTENTIAL LITIGATION: Conference with Legal Counsel Regarding Anticipated Litigation-Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9. There is one potential lawsuit.
- E. REAL PROPERTY: The Governing Board will recess to Closed Session to consider real property pursuant to Government Code 54956.8 (b.)(1). Case No. 37-2015-00030843-CU-WM-CTL

### **III. Public Meeting**

- A. Call to Order and Establishing a Quorum
- B. Closed Session Report of Any Action Taken
- C. Pledge of Allegiance
- D. Agenda Approval

### **IV. Requests to Address the Board**

#### **District/Community Organization Reports**

1. VFW Donation
2. Diego Hills Central Charter School – Kevin Ogden
3. 3<sup>rd</sup> Grade Presentation – Lacey Rana
4. Parents' Club – Patience Stevens, President
5. Dehesa Teacher's Association – Christine Lavigne and Lacey Rana
6. California School Employees Association #663 – Jackie Finch, President
7. Method Schools – Jessica Spallino
8. Valiant Charter / California Academy of Sport Science – Justin Schmitt
9. Element Education – Terri Novacek, Director
  - a. Dehesa Charter School
  - b. Community Montessori
10. The Heights Charter School – Diana Whyte
11. Inspire Charter & Learning Latitudes – Nick Nichols
12. Citizen Input

#### **B. Board Input**

### **V. Routine Action Items**

The following items are considered by the Superintendent to be of a routine nature and are acted on with one motion. Any recommendation may be removed at the request of any Board Member and placed under new and/or unfinished business.

- A. Approval of Minutes** – It is recommended that the board of Trustees approve the minutes of the following meeting:
  1. Regular Board Meeting – March 8, 2018.
- B. Approval of Purchase Orders and Commercial Warrants**– It is recommended that the Board of Trustees approve the commercial warrants and purchase orders as presented.
- C. Conferences and Workshops** - None
- D.** It is recommended that the Board of Trustees approve the renewal of the District Interdistrict Attendance Agreement from Lakeside Union School District for the school years 2018-2022.

## **VI. Information & Proposals (Action may be taken)**

### **A. Correspondence**

1. Learn 4 Life Charter School Closures.
2. Learning Latitudes Charter School Special Board Meeting.
3. JPA Confidential Road Observation Report.
4. Gubernatorial Primary Election.
5. November 6, 2018 Governing Board Member Election.

### **B. Report, Information, and Presentations**

1. Budget Report
2. State School Building Report
3. Principal's Report
4. Enrollment
5. Williams Quarterly Report

### **C. Discussion**

## **VII. Action Items**

### **A. Public Hearings – None**

### **B. Old Business – None**

### **C. New Business**

1. The Board will consider the Approval of the New Agreement for Consulting Services with G. Wayne Oetken & Associates.
2. The Board will consider the Approval of the Agreement for Consulting Services with G. Wayne Oetken & Associates, Amendment 1.
3. The Board will consider the Approval of the Agreement for Legal Services with The Loftin Firm, P.C.
4. The Board will consider the Acceptance of Donations and Gifts.
5. The Board will consider the Approval of the County wide plan for student expulsion.
6. The Board will consider the Approval of the Citizens Bond Oversight Committee 2016-2017 Annual Report.
7. The Board will consider Ratification of the Filing of CEQA Notice of Exemption for Security Fence Replacement Project – 2018



8. The Board will consider the Approval of the Request Change Order Request 1098 for AB Blinds.
9. The Board will consider the Approval of the Waiver for Out of County Resource Centers.
10. The Board will consider the Approval of the Request Change Order Request for Electrical Service to Bus Gate Project.
11. The Board will consider the Approval of the Request Change Order Request for Marquee Project.
12. The Board will consider the Approval of Resolution to Utilize South County Support Services Agency Bid 14005.

**D. Negotiations-** None

**E. Board Policies**

1. The Board will review and consider the approval of Policy Updates BP 6153, 6170.1, AR 6173, BP/AR 6173.2, BP/AR 0420.4.
2. The Board will review and consider the approval of Policy Updates BP 1325, BP 3100, BP 3515.7, AR 3517, BP 4119.21/4219.21/4319.21.

**F. Personnel**

**Certificated:**

1. To accept the resignation of 2 certificated employees effective June 14, 2018.

**Classified:**

1. To hire a 3.75 hour Child Nutrition Assistant effective 3/14/2018.
2. To hire a 3.0 hour Business Services Specialist effective 4/09/2018.

**VIII. Advance Planning**

**A. Next Meeting**

1. Regular Board Meeting – May 17, 2018. Closed Session at 4:00 pm. Open Session at 5:00 pm.

**B. Agenda Items** – Trustees may request placing items on the next agenda.

**IX. Adjournment**

DEHESA SCHOOL DISTRICT  
REGULAR BOARD MEETING  
AMENDED MINUTES  
MARCH 8, 2018

**I. Call to Order**

President Cindy White called the meeting to order at 4:00 pm and the Board convened into Closed Session.

**II. Closed Session**

**III. Public Meeting**

The Board reconvened at 5:16 pm. President Cindy White called the meeting to order and reported no action was taken in Closed Session. 7<sup>th</sup> Grade Student, Shania G. led the Pledge of Allegiance. Mark Zacovic made a motion to approve the agenda. Seconded by Christina Becker. Board approved the agenda as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

**IV. Requests to Address the Board**

**A. District/Community Organization Reports**

1. **7<sup>th</sup> Grade Presentation:** Gretel Parks was in attendance with some of her students to present Science and Social Studies projects that they had done.
2. **Inspire Charter School:** Students from Inspire were in attendance and read speeches that they had prepared. The speeches were about what Inspire Charter School means to them and how they have grown while attending the school.
3. **Parents' Club:** Nancy Hauer spoke on behalf of Parents' Club. They had their meeting on Tuesday night and talked about the archery tournament that is this upcoming Saturday at 10:00 am. They are starting to discuss end of the year activities.
4. **Dehesa Teacher's Association:** President of the Dehesa Teacher's Association, Lacey Rana was in attendance. She wanted to praise Mr. Pinillos and Brandy Kelley for raising enough money in fundraising activities to fully fund the 6<sup>th</sup> grade camp. Lacey spoke about our new teachers and how they are doing an amazing job. Grace Klepin who is the EAK teacher is really connecting with the EAK kids and she does a

great job keeping them engaged in learning. Elizabeth Pauley our new Resource Teacher is building strong relationships with the kids and is really on top of the IEP's and the student's goals. Lori Reidy is doing the Destination Imagination program with students on Monday afternoon. The students are loving the program and Lori really keeps them interested in learning science. Alexandra Speck the long term substitute for 4<sup>th</sup> grade has really added to the campus and is really connecting with the students.

5. **California School Employees Association #663:** None
6. **Method Schools:** Nancy Hauer spoke on behalf of Method Schools. Enrollment as of March 5, 2018 is 168. They are preparing for state testing. They have implemented many new test prep resources and instructional sessions for enhanced preparation. They are preparing for a large summer school attendance- approximately 10 new schools joined to partner with Method for summer school. There is continued progress on Method's Student Information System (SIS) and Learning Management System (LMS).
7. **Valiant Academy of Southern California & California Academy of Sport Science:** Nancy Hauer spoke on behalf of Valiant Academy of Southern California and California Academy of Sport Science. Enrollment at Valiant Academy of Southern California is at 2,389 students. Enrollment at the California Academy of Sports Science is at 555. They are continuing to enroll students and are attending multiple events every month. Students recently participated in iReady Benchmark testing. School staff is in middle of administering Physical Fitness Testing (PFT). They are also gearing up for the California Assessment of Student Performance and Progress (CAASPP) testing. They just had their first school dance. They had a "caller" there to lead the dance and teach square dancing and line dancing. About 100 students attended the dance along with 16 teachers. They also had a photo booth and refreshments. Past field trips included a Fire Station Tour, USS Midway, Medieval Times, and the Santa Ana Zoo. On March 13<sup>th</sup> there is a field trip to the La Brea Tar Pits and Museum.
8. **Element Education:** None
9. **Diego Hills Central Charter School:** Nancy Hauer spoke on behalf of Diego Hills Central. Enrollment is at 590 students. Some of the monthly highlights are as follows:

- 1) JA Financial Fieldtrip, Economics and financial literacy.
- 2) Washington DC Interviews, weeklong trip at the beginning of April.
- 3) PAC/ELPAC Parent meeting and award ceremony for Credit Crushers, Reclassification, Honor Roll, and Principals List.
- 4) Fieldtrip to Grossmont College.
- 5) Think for Yourself Lunch Bunch, healthy living and ways to maintain positive relationships.
- 6) Let's Get Hired Workshop through their Access Partnership.
- 7) Soccer Games.
- 8) Senior Lunch.

10. **The Heights Charter School:** Nancy Hauer spoke on behalf of The Heights Charter School. Enrollment is at 244 students. Students attended the Christian Youth Theater (CYT) performance of "Seussical". Their Kinder and 1<sup>st</sup> grade students are performing "Nanny Goats Gruff" this week. Their 2<sup>nd</sup> and 3<sup>rd</sup> graders are performing "Rumpus in the Rainforest" next week. Transitional Kindergarten students completed a patriotic performance where they sang patriotic songs and did hand motions to go with the lyrics. There has been great parent turn-out for all the performances and The Heights Charter appreciates all of their support.
11. **Inspire Charter & Learning Latitudes:** See #2 above.
12. **Citizen Input:** Shania who is a 7<sup>th</sup> grade student spoke to the Board about possibly being able to have a middle school dance. Cindy White said for Shania to have a meeting with Heather Griffiths and discuss.

- B. **Board Input:** Christina Becker spoke about how much they loved the Hearty Party. It was a great turnout and a very successful community party. All the volunteered hours that were given to make this dance a success was greatly appreciated. Mark Zacovic mentioned that we are now at a 5 on Zillow so, our Target River campaign is working. Mark Zacovic mentioned that he will be attending the first 2 classes for Masters of Governance. Christina Becker said that Dehesa is moving up in the process for the Bond money. Karen Kirkpatrick mentioned that parents have been very responsive with the door opening in the morning. She also mentioned that her husband has been patrolling in front of school going 25 mph and getting people to slow down. Nancy Hauer mentioned that the county is going to be coming out on Monday to observe how the traffic is in the morning.

## V. Routine Action Items

Karl Becker made a motion to approve the routine action items A, B, C, and E. Seconded by Karen Kirkpatrick. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

Karl Becker made a motion to approve the routine action item D. Seconded by Mark Zacovic. Vote as follows:

**Ayes:** Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** Cindy White

## VI. Information & Proposals

A. **Correspondence:** None

### B. Report, Information, and Presentations:

1. **Budget Report:** Anna talked about the budget. Explained that the General fund is high right now but, that is due to funds passing through. Deferred Maintenance Fund and Building Fund will be going down also.
2. **Building Fund:** In the building fund the only change was a credit for a returned item. In the capital facilities fund there was a refund for an abandoned project. Anna Buxbaum also discussed updates that are going to be done in office and outside. We have gotten bids on fencing, marquee, electrical, carpet, and office furniture. Anna also introduced Tom Silva who is a consultant for the fencing project.
3. **Principal's Report:** Heather Griffiths was in attendance and spoke about the Target River campaign. We have had 14 leads and 2 people have called the office for more information. 1 EAK student has enrolled due to the campaign. La Jolla Playhouse came out and performed for the student and they were amazing. Love of Reading week was a huge success. Some of the highlights of the week were:
  - 1) Spirit days all week.
  - 2) Book Fair.
  - 3) Scott Sussman, author visit.

- 4) Reading under the Stars family event.

We are working on our Comprehensive Safety Plan. On April 18<sup>th</sup> we will be having an all staff training of what to do in case of an active shooter. Heather will be going to a Destination Imagination event on Saturday with Lori Reidy to see everything this program has to offer.

4. **Enrollment:** Nancy Hauer spoke about how enrollment is at 152 now.

C. **Discussion:** None

## VII. Action Items

A. **Public Hearings:** None

B. **Old Business:** None

C. **New Business:**

1. **MOU with Diego Hills Central:** Mark Zacovic made a motion to approve the MOU with Diego Hills Central. Seconded by Christina Becker. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

2. **Termination of Contract for G. Wayne Oetken & Associates:** Karen Kirkpatrick made a motion to approve the termination of contract for G. Wayne Oetken & Associates. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

3. **Agreement for Consulting with G. Wayne Oetken & Associates, Amendment 1:** Tabled
4. **New Agreement for Consulting Services with G. Wayne Oetken & Associates:** Tabled
5. **Second Interim Budget Report:** Karl Becker made a motion to approve the Second Interim Budget Report. Seconded by Karen Kirkpatrick. Anna Buxbaum presented the Second Interim Budget Report to the Board and explained the results. Vote as follows:  
  
**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick  
**Nays:** None  
**Absent:** None  
**Abstain:** None
6. **CARS Winter Release Packet:** Karl Becker made a motion to approve the CARS Winter Release Packet. Seconded by Christina Becker. Anna Buxbaum spoke about the Consolidated Application and Reporting System (CARS) Winter Release Packet and said that we need to do this packet in order to apply for federal funds. Vote as follows:  
  
**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick  
**Nays:** None  
**Absent:** None  
**Abstain:** None
7. **Purchase of Playground Wood Fiber:** Christina Becker made a motion to ratify the Purchase of Playground Wood Fiber. Seconded by Karen Kirkpatrick. Anna Buxbaum said that it should be delivered and placed during spring break. Vote as follows:  
  
**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick  
**Nays:** None  
**Absent:** None  
**Abstain:** None

8. **Contract for Front Office Security Fence and Entry System:** Mark Zacovic made a motion to approve the Contract for Front Office Security Fence and Entry System. Seconded by Karen Kirkpatrick. Christina Becker mentioned that there has been issues with the panic bars on the doors with some of the schools. She said after school hour's people would jump the fence and open the door from the inside. Fence should be a minimum of 6 feet high to deter climbing over. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

9. **Contract Agreement for Consultant Services for Security Fencing Project:** Karen Kirkpatrick made a motion to approve the Contract Agreement for Consultant Services for Security Fencing. Seconded by Mark Zacovic. Cindy White asked about making sure the fence went around the whole property. Mark Zacovic said we want the front to look nice so, use ornamental iron. Black Vinyl also is an option for the front. Thomas Silva said that if we are to fence the whole property we will be looking at a hard bid and those are more time consuming and more difficult. Tom mentioned that we could use the current fencing we have on the sides and in back and have the new be in front where people see.

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

10. **Quote for Purchase of Marquee:** Karen Kirkpatrick made a motion to approve the Quote for Purchase of Marquee. Seconded by Mark Zacovic. Karen Kirkpatrick asked about the legs of the Marquee. Anna said that they are going to be using the existing legs. Some of the money for the marquee will be used with Fund 40 (Special Reserves/Capital Projects). Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None



11. **Contract Agreement for Electric Service to Marquee:** Karl Becker made a motion to approve the Agreement for Electric Service to Marquee. Seconded by Karen Kirkpatrick. The Board would like to make sure that 1 empty 2 inch conduit is also installed for a light or other electrical means that may be needed. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

12. **Contract Agreement for Electrical Service to Bus Gate:** Karen Kirkpatrick made a motion to approve the Contract Agreement for Electrical Service to Bus Gate. Seconded by Mark Zacovic. Discussion that the electrical service to the bus gate also needs to have an extra conduit so we have options for lighting and other electrical needs that may arise in the future. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

13. **Contract for Purchase of Office Furniture:** Karen Kirkpatrick made a motion to approve the Contract for Purchase of Office Furniture. Seconded by Karl Becker. Christina Becker said to make sure about the sequencing and the teardown. Seems that you start one project and other items pop up that need to be done. Also, make sure that Asbestos Hazard Emergency Response Act (AHERA) sampling is done to make sure there is no asbestos in the building. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

14. **Contract for Purchase of Flooring:** Karen Kirkpatrick made a motion to approve the Contract for Purchase of Flooring. Seconded by Cindy white. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

**15. Agreement between Code to the Future and Dehesa School District:**

Christina Becker made a motion to approve the agreement between Code to the Future and Dehesa School District. Seconded by Cindy White. Nancy Hauer explained that by using this program and doing the training it provides will make Dehesa a Computer/Science Magnet School. We would be a part of the League of Innovative Schools. Based on Rio's School in Lakeside/El Cajon area, they have been using Code to the Future and are now adding another Kindergarten class. The company comes out and does training and development for teachers. Lacey Rana said that she learned part of it when she was at another district and said that the training is definitely needed in order to implement the program. Nancy Hauer said that we have budgeted for the computers but, not for the robotics yet. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

**D. Negotiations:** None

**E. Board Policies:**

**1. Board Policy Updates BP/AR 4116, AR 5125.2, BP 5131.6, and BP 6020:**

Karen Kirkpatrick made a motion to approve the Board Policy Updates BP/AR 4116, AR 5125.2, BP 5131.6, and BP 6020. Seconded by Karl Becker. Vote as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

**F. Personnel:** None

## **VIII. Advance planning**

### **A. Next Meeting:**

1. Regular Board Meeting- April 19, 2018. Closed Session at 4:00 pm. Open Session at 5:00 pm.

### **B. Agenda Items:** None

## **IX. Adjournment**

Cindy White adjourned the meeting at 7:29 pm. Cindy White announced that the Board would be returning into Closed Session.

## **X. Closed Session**

## **XI. Public Meeting**

The Board reconvened at 7:58 pm. Cindy White reported that in Closed Session, the Board took action to issue notice of non-reelection to probationary certificated employee Identification Numbers 600112 and 478099, pursuant to Education Code section 44921.21, subdivision b), effective at the end of the 2017-2018 school year, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was as follows:

**Ayes:** Cindy White, Mark Zacovic, Christina Becker, Karl Becker, Karen Kirkpatrick

**Nays:** None

**Absent:** None

**Abstain:** None

## **XII. Adjournment**

Cindy White adjourned the meeting at 8:00pm

Respectfully submitted and approved by:

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Deborah Cagney  
Administrative Secretary

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Christina Becker  
Clerk of the Board

**DEHESA SCHOOL DISTRICT  
PURCHASE ORDERS  
MARCH 2018**

DATE	PO NUMBER	VENDOR	DESCRIPTION	AMOUNT	BUDGET CATEGORY
03/05/18	7514	NextGen Math	Math Subscription	\$3,150.00	General Fund - Instruction
03/05/18	7515	Commission on Teacher Credentialing	Short Term Staff Permit (Shuman)	\$100.00	General Fund - Administration
03/06/18	7516	Gopher	Playground Equipment	\$332.86	General Fund - Instruction
03/06/18	7517	Document Tracking Services	Document Tracking/Templates	\$545.00	General Fund - Administration
03/09/18	7518	Hamel School Outfitters, Inc.	Office Furniture	\$36,215.18	Building Fund
03/09/18	7519	Village Carpets' FA	Flooring Office and MP Room	\$25,558.71	Building Fund
03/09/18	7520	South Bay fence, Inc.	Main Office Iron Fence/Gate	\$20,375.00	Building Fund
03/09/18	7521	Stewart Signs	Marquee Sign	\$18,892.00	Building Fund
03/09/18	7522	Precision Electric Co.	Bus Gate Operator Power	\$24,000.00	Building Fund
03/09/18	7523	Precision Electric Co.	Marquee Sign Power	\$23,190.00	Building Fund
03/09/18	7524	BorderLan Network Security	Contract for Forti-Gate	\$3,235.52	General Fund - Administration
03/09/18	7525	Virco	Student Desks	\$2,649.60	Building Fund
03/12/18	7526	Amazon	Cable for Teacher	\$7.53	General Fund - Technology
03/13/18	7527	MPLC	Movie License	\$153.00	General Fund - Instruction
03/13/18	7528	Dave Bang Associates, Inc	Wood Chips for playground	\$10,476.80	Building Fund
03/14/18	7529	Dunn Edwards	Paint - Office Remodel	\$495.49	Building Fund
03/14/18	7530	Extron Electronics	RMA #494382 Wall Plate Repair	\$150.00	General Fund - Routine Restricted Maintenance
03/16/18	7531	Quiver.com	Registration for Conference (Archery)	\$286.00	General Fund - Instruction
03/20/18	7532	STS Education	Computer Monitor - Business Manager	\$241.42	General Fund - Administration
03/20/18	7533	School Life	Award Dog Tags for Students	\$66.79	General Fund - Instruction
03/21/18	7534	Road One Towing	Bus Tow	\$270.00	General Fund - Transportation
03/21/18	7535	Proctor Construction	Installation of Drinking Fountains	\$11,200.00	Building Fund
03/22/18	7536	No Excuses University	Planners	\$345.07	General Fund - Instruction
03/23/18	7537	GovConnection.Inc	Dual Side by Side Arm Monitor Mount	\$305.36	General Fund - Administration
03/23/18	7538	Junior Library Guild	Books	\$1,680.69	General Fund - Instruction
03/23/18	7539	Office Depot	Furniture for Back Office	\$779.95	General Fund - Administration
<b>TOTAL</b>				<b>\$184,701.97</b>	



**DEHESA SCHOOL DISTRICT  
COMMERCIAL WARRANTS LISTING  
MARCH 2018**

Date	Warrant ID	Vendor Name	Fund	Invoice	Object Descr	Inv Amount	Warrant Amt
3/1/2018	14373089	STANDARD ELECTONICS	General Fund	2017-8 Service	Rent),Lease,Repair&Non-Cap Imp	360.00	360.00
3/1/2018	14373090	VEBA	General Fund	Jan 2018 Payroll_Retirees	Expenditure Suspense	16,784.20	16,784.20
3/5/2018	14374237	Cottonwood Electric Cart Service, Inc.	General Fund	123102	Rent),Lease,Repair&Non-Cap Imp	132.32	132.32
3/5/2018	14374238	AT & T	Child Care Fund	Nov2017-Jan2018	Telephone	136.66	136.66
3/6/2018	14374752	Gretel Parks	General Fund	Reimb_Art Supplies MS Elective	Materials And Supplies	44.17	44.17
3/6/2018	14374753	AT & T	General Fund	60473_Feb 2018	Telephone	1,122.40	2,415.16
3/6/2018	14374753	AT & T	General Fund	60473_6885_Jan 2018	Telephone	1,292.76	
3/6/2018	14374754	Commission on Teacher Credentialing	General Fund	Short Term Staff Permit_Shuman	Dues & Memberships	100.00	100.00
3/6/2018	14374755	NANCY HAUER	General Fund	SDDA Conf_Meal & Trans Reimb	Travel And Conferences	72.60	72.60
3/6/2018	14374756	NextGen Math	General Fund	Math Subscription 2018	Prof/Consult Srv&Operate Exp	3,150.00	3,150.00
3/6/2018	14374757	Target River	General Fund	1366_3 of 3	Prof/Consult Srv&Operate Exp	5,652.67	5,652.67
3/6/2018	14374758	WASTE MANAGEMENT	General Fund	Jan 2018	Operations & Housekeeping	445.93	445.93
3/6/2018	14374759	XEROX EDUCATION PUBLICATIONS	General Fund	01.22.18-02.21.18	Rent),Lease,Repair&Non-Cap Imp	783.91	783.91
3/7/2018	14375279	PURPOSEFUL PLAY, INC.	General Fund	Jan-Feb 2018	Prof/Consult Srv&Operate Exp	4,002.50	4,002.50
3/12/2018	14377310	VISTA HILL	General Fund	Feb 2018	Prof/Consult Srv&Operate Exp	1,417.00	1,417.00
3/13/2018	14377948	CASBO	General Fund	Buxbaum-Annual Conf Regist	Travel And Conferences	765.00	765.00
3/13/2018	14377949	Christine Lavigne	General Fund	Reimb_Heartly Party Supplies	Materials And Supplies	61.94	61.94
3/14/2018	14378590	STS-School TechSupply	General Fund	53864_Office Clerk Computer	Non-Capitalized Equipment	555.17	871.40
3/14/2018	14378590	STS-School TechSupply	General Fund	54317_4 Screens	Materials And Supplies	316.23	
3/16/2018	14379796	Diego Hills Central Public Charter	General Fund	FY 1718 Apportionment	Income Suspense	1,181,737.00	1,181,737.00
3/23/2018	14382875	Dominick Avera	General Fund	Mileage 03.01.18	Travel And Conferences	26.16	26.16
3/23/2018	14382876	ATKINSON, ANDELSON, LOYA, RUDD	General Fund	Nov 2017	Legal Expense	538.40	1,551.25
3/23/2018	14382876	ATKINSON, ANDELSON, LOYA, RUDD	General Fund	Jan 2018	Legal Expense	1,012.85	
3/23/2018	14382877	Document Tracking Services	General Fund	Lic Agrmt Inv 9201901	Prof/Consult Srv&Operate Exp	545.00	545.00
3/23/2018	14382878	MRC SMART TECHNOLOGY SERVICES	General Fund	01.22.18-02.21.18	Materials And Supplies	702.76	2,159.21
3/23/2018	14382878	MRC SMART TECHNOLOGY SERVICES	General Fund	Overage 10.17.17-01.16.18	Materials And Supplies	511.07	
3/23/2018	14382878	MRC SMART TECHNOLOGY SERVICES	General Fund	02.22.18-03.21.18	Materials And Supplies	482.27	
3/23/2018	14382878	MRC SMART TECHNOLOGY SERVICES	General Fund	12.22.17-01.21.18	Materials And Supplies	463.11	
3/23/2018	14382879	OTAY WATER DISTRICT	General Fund	Feb 2018	Operations & Housekeeping	485.29	926.06
3/23/2018	14382879	OTAY WATER DISTRICT	General Fund	March 2018	Operations & Housekeeping	440.77	
3/28/2018	14384637	BorderLAN Security	General Fund	Fortigate 2018	Prof/Consult Srv&Operate Exp	3,235.52	3,235.52
3/28/2018	14384638	AT & T	General Fund	6885_Feb 2018	Telephone	181.63	181.63
3/29/2018	14385327	SAN DIEGO CTY SPEECH PATHOLOGY	General Fund	Feb 2018	Prof/Consult Srv&Operate Exp	2,562.50	2,562.50
						<b>1,230,119.79</b>	<b>1,230,119.79</b>

# LAKE SIDE UNION SCHOOL DISTRICT

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**Governing Board Meeting Date:** March 8, 2018

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**Agenda Item:**

Request for renewal of Interdistrict Transfers/Attendance Agreements are valid for Five (5) years.  
Effective dates July 1, 2018 – June 30, 2022

**Background (Describe purpose/rationale of the agenda item):**

Renewing agreements of Interdistrict Attendance with school districts throughout the county. Application must be on file to apply, accept or deny Interdistrict transfer requests for student attendance. Agreement is valid for Five (5) years with mutual agreement between districts. See attached list of school districts

**Fiscal Impact (Cost):**

Click here to enter text.

**Funding Source:**

Click here to enter text.

**Recommended Action:**

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Informational</b>       | <input type="checkbox"/> <b>Denial</b>                                 |
| <input type="checkbox"/> <b>Discussion</b>          | <input type="checkbox"/> <b>Ratification</b>                           |
| <input checked="" type="checkbox"/> <b>Approval</b> | <input type="checkbox"/> <b>Explanation:</b> Click here to enter text. |

---

**Originating Department/School:** District Office

**Submitted/Recommended By:**  
Teri Cook/Erin Garcia/Andy Johnsen

**Approved for Submission to the Governing Board:**

---

**Principal/Department Head Signature**

  
**Dr. Andy Johnsen, Interim Superintendent**

This form must be typed written and have all signatures before it will be placed on the agenda. All agenda item requests must be submitted for approval 10 days prior to the board meeting.

**Board Meeting Date**

**Agenda Submittal Deadline**

Approved by the Governing Board

3/8/18



School Districts of San Diego County  
**INTERDISTRICT ATTENDANCE AGREEMENT**

**COPY**

This agreement made and entered into this 8<sup>th</sup> day of March, 2018 by and between the **Lakeside Union School District** School District of San Diego County and the Delmar School District of San Diego County is effective only for the school year(s) 2018 through 2022 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
  - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
  - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
  - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

**CONDITIONS**

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
  - Partial agreements to the end of the year
  - Locations of the school site, once admitted is at the discretion of the receiving district.
  - Other, specify \_\_\_\_\_

**APPEAL PROCESS**

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- 1 **IDT Appeal** \_\_\_\_\_
- 2 School Principal \_\_\_\_\_
- 3 Asst. Superintendent, Erin Garcia \_\_\_\_\_
- Interim Super, Andy Johnsen \_\_\_\_\_

The application deadline of January 1 has been waived  No

Signature Erin Garcia  
 Title Asst Superintendent

Approved by the Governing Board on: \_\_\_\_\_  
 Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement: \_\_\_\_\_

**DISTRICT APPEAL PROCESS AS FOLLOWS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The application deadline of January 1 has been waived  Yes  No

SIGNATURES  
 Signature Andy Johnsen  
 Title Interim Superintendent

Approved by the Governing Board on: \_\_\_\_\_  
 Date \_\_\_\_\_

District schools/programs known to be impacted at the time of this agreement: \_\_\_\_\_

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

\_\_\_\_\_ School District

\_\_\_\_\_ School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.





**Ed Manansala, Ed.D.**  
Superintendent of Schools  
El Dorado County

**David M. Toston**  
Associate Superintendent  
El Dorado County  
SELPA/Charter SELPA

March 14, 2018

Pat Hill  
Vice President of Student Services  
Learn 4 Life  
177 Holston Drive 2<sup>nd</sup> Floor  
Lancaster, CA 93535  
[phill@learn4life.org](mailto:phill@learn4life.org)

***Sent via email and U.S. Mail***

Re: Learn 4 Life Charter School Closures

Dear Mr. Hill,

The El Dorado Charter SELPA has been notified that the following Learn 4 Life schools will be closing after the 2017-18 school year.

- Ambassador Phillip V Sanchez Public Charter CDS: 10-62380-0124982
- Alta Vista South Public Charter CDS: 36-67736-0131151
- Crescent View South Charter CDS: 10-62547-0120535
- Crescent Valley Public Charter CDS: 54-72140-0123273
- Kings Valley Academy CDS: 16-63958-0132860
- Diego Hills Charter CDS: 37-68049-0119990
- Diego Springs Academy CDS: 37-67983-0131144
- Diego Valley Charter High School CDS: 37-68163-0124271

This letter confirms the above mentioned schools will no longer be listed in the El Dorado Charter SELPA's Local Plan, and it outlines your responsibilities and obligations in accordance with current education code and CDE guidelines:

#### **1. DOCUMENTATION AND NOTIFICATION OF THE CLOSURE**

Notice of a charter school's closure for any reason must be provided by the authorizing entity to the California Department of Education (CDE). In addition, the charter school must send notice of its closure (as applicable) to:

- Parents or guardians of students
- The County Office of Education (if the county board of education is not the authorizing entity)
- The geographical Special Education Local Plan Area (SELPA) of the authorizing entity
- The retirement systems in which the school's employees participate

Notification of all the parties above must include at least the following:

- The effective date of the closure
- The name(s) and contact information of the person(s) handling inquiries regarding the closure
- The students' school districts of residence
- How parents or guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

## 2. RECORD TRANSFER AND RETENTION

Per CDE, charter school closure procedures must include plans for the transfer and maintenance of school and student records, including any special education records. These records are to be transferred to the custody of the entity responsible for conducting the closure. The closing schools are responsible for the following:

1. Confirm the entity's responsibility for conducting the closure.
2. Verification that special education records have been appropriately transferred to the entity responsible for conducting the closure.

## 3. FINANCIAL CLOSEOUT

The closing schools are responsible to ensure the following:

1. All special education financial reports are filed appropriately, including Charter SELPA required end of year reporting and all required expenditure reports.
2. Maintenance of Effort (MOE) reporting is complete and the charter has passed MOE.
3. All federal special education financial reports are filed.
4. All attendance reports for the final year are filed (P-1, P-2, annual).
5. All required special education pupil count data and special education personnel data reports are filed appropriately.
6. Complete and submit a copy of the audit reports for the final year of operation.
7. Review of any other documentation that would be necessary to ensure the reliability of special education financial data.

Should any of the closing schools fail to satisfy any of the above requirements, the Charter SELPA will not release any withheld funding to the charter. The Charter SELPA will report the findings that prevent the release of funds to the CEO Executive Committee and CDE.

Please contact us to discuss the timely completion of the responsibilities outlined above or if you have any questions.

Sincerely,



David M. Toston  
Associate Superintendent

DMT:kc

cc: Steve Gocke, Learn 4 Life, Senior Vice President of Education  
Juan Sandoval, Raisin City Elementary, Charter Authorizer  
Ross Swearingen, Helendale Elementary, Charter Authorizer  
Baldomero Hernandez, Westside Elementary, Charter Authorizer  
Christopher Kemper, Stone Corral Elementary, Charter Authorizer  
Todd Barlow, Kit Carson Union Elementary, Charter Authorizer  
Nancy Hauer, Dehesa Elementary, Charter Authorizer  
Mark Stevens, Borrego Springs Unified, Charter Authorizer  
Brian Duffy, Julian Union Elementary, Charter Authorizer  
Lisa Constancio, Director, Charter School Division, CDE



***LEARNING LATITUDES CHARTER SCHOOL***

43517 Ridge Park Drive #100, Temecula, California 92590

Phone (951) 395-8940 \* Fax (951) 395-8941

Special Board Meeting - Learning Latitudes Charter School

March 21, 2018 - 3:00 pm - 3:20 pm

43517 Ridge Park Drive # 100

Temecula, CA 92590

Attendance: Karra Gordon, Colleen Sanden and Cindy Woodruff - Teleconference.

Absent: None

Also Present: Nick Nichols, Kimmi Buzzard, Shari Erlendson, Erika Vanderspek and Bryanna Brossman.

**Call to Order:**

Karra Gordon called the meeting to order at 3:07 pm.

**Public Comments:**

None

**Changing of Name for Learning Latitudes Charter School:**

Karra moved to approve changing the name of Learning Latitudes Charter School to Pacific Coast Academy. Colleen Sanden seconded.

-Unanimous

**Adjournment:**

Cindy Woodruff motioned to adjourn the meeting at 3:14 pm. Colleen Sanden seconded.

-Unanimous

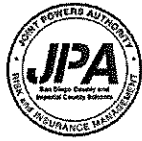
Prepared By:

Bryanna Brossman

Noted By:

Cindy Woodruff

Board Secretary



# Risk Management JPA Fringe Benefits Consortium



**SAN DIEGO COUNTY AND IMPERIAL COUNTY SCHOOLS**

## CONFIDENTIAL ROAD OBSERVATION REPORT

DATE: January 23, 2018 TIME: 1:36pm

DISTRICT: Dehesa School District

VEHICLE ID/LICENSE #: 10

TYPE OF VEHICLE: Bus

LOCATION/DIRECTION: Washington

ESTIMATED SPEED: N/A POSTED SPEED: N/A

WEATHER:  CLEAR  CLOUDY  RAIN  FOG

TRAFFIC:  LIGHT  MODERATE  HEAVY

ROADWAY:  FREEWAY  ARTERIAL  SIDESTREET  
 URBAN  SUBURBAN  RURAL  
 OTHER

OBVIOUS EQUIPMENT DEFECTS: \_\_\_\_\_

COMMENTS: Ample following distance. Good job.

SUBMITTED BY: Ben Flores Loss Control Analyst

April 07, 2018



# County of San Diego

**MICHAEL VU**  
Registrar of Voters

**REGISTRAR OF VOTERS**  
County Operations Center Campus  
5600 Overland Avenue, Suite 100, San Diego, California 92123-1278

**CYNTHIA L. PAES**  
Assistant Registrar of Voters

DEHESA SCHOOL DISTRICT  
DEHESA ELEMENTARY SCHOOL  
4612 DEHESA RD  
EL CAJON CA 92019

PRECINCT: 558980  
RATING: 12  
AREA: R1B

Dear Poll Owner:

Thank you for allowing your property (as described below) to be used as a polling place for the **Gubernatorial Primary Election** to be held on **Tuesday, June 5, 2018**.

DEHESA ELEMENTARY SCHOOL-BLDG D, RM 11  
4612 DEHESA RD

Mailing of Sample Ballots with the poll location printed on the back cover has begun. Any change will result in a costly re-mailing and voter confusion.

The poll workers will arrive at **6:00 a.m.** and will work until about **9:30 p.m.** The poll will be open for voting from 7:00 a.m. until 8:00 p.m. Please furnish space with adequate light, a work table and chairs, bathroom facilities and a telephone for poll workers only, from **6:00 a.m.** to **9:30 p.m.**

The poll site precinct inspector will contact you prior to Election Day to arrange with you an appropriate time to prepare the polling place. Set up may take place on **June 4**, the Monday prior to Election Day or at **6:00 a.m. election morning**. Currently the precinct inspector assigned to this location is:

<b>PREC. INSP.</b>	<b>DIANE HUNTER</b>	<b>(619) 659-0606</b>	<b>() -</b>
--------------------	---------------------	-----------------------	-------------

**Pursuant to E.C Section 15250.5** the Touchscreen Inspector will post a Certificate of Touchscreen Results and Report outside the polling place, which must remain posted for 48 hours from the closing of the polls. This posting may be removed by the poll owner after 48 hours from the closing of the polls.

If you have any questions, please call (858) 505-7389.

Thank you for your cooperation in helping us conduct this election. The Registrar of Voters and the voters in your neighborhood are grateful for your willingness to provide this valuable service.

Sincerely,  
Orlando Bermio  
Election Processing Supervisor

*Pursuant to Election Code Section 12287: "A candidate's residence shall not be designated as a polling place for an election at which that candidate's name will appear on the ballot." Contact us if you have any questions.*

*Pursuant to Election Code Section 12287.5: "A single-family residence shall not be designated as a polling place if elections officials determine that it has the registered address of a person who is required to register pursuant to the Sex Offender Registration Act."*

*Pursuant to Election Code Section 12288: "A polling place may not be connected by a door, window, or other opening with any place where any alcoholic beverage is sold or dispensed while the polls are open."*

*Pursuant to Election Code Section 18370 (d): "No person, on election day, or at any time that a voter may be casting a ballot, shall, within 100 feet of a polling place or an elections official's office, do any electioneering." Any persons who violates any of the provisions of this section is guilty of a misdemeanor.*





# SAN DIEGO COUNTY OFFICE OF EDUCATION


6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net  
San Diego County Superintendent of Schools Dr. Paul Gothold

## *Bulletin*

Topic: November 6, 2018 Governing Board Member Election

Date: April 2, 2018

To: Chief Administrative Officers

From: Michael Simonson   
Assistant Superintendent, Business Services

The office of the Registrar of Voters is preparing for the regular governing board member election to be held and consolidated with the statewide general election on November 6, 2018. This bulletin explains the Registrar of Voters' requirements for notification of your district's election regulations and provides related election information.

### DISTRICT ELECTION REGULATIONS

Please complete and send the *Transmittal of Governing Board Member Election Regulations* provided on page 3 to the Registrar of Voters before Friday, **May 25, 2018**. Please also send a copy of this transmittal to the San Diego County Office of Education as indicated. You are required to provide information on the following:

#### 1. Cost of Candidate's Statement

The governing board of the school or community college district must determine whether the candidate or the district will pay the cost of the candidate's statement included in the sample ballot that is sent to voters. All ballot materials will be translated into Spanish, Filipino, Vietnamese, and Chinese.

The governing board may authorize an increase in the number of words in a candidate's statement from 200 to 400, which doubles the cost for all candidates. The district board's decisions regarding the cost and number of words in candidate's statements must be provided on the transmittal form.

Elections Code sections 13307(a)(1) and 13307(e) related to candidate's statements are presented on page 5. Please contact Elvira Vargas at the Office of the Registrar of Voters, 858-505-7210, for fee information.

#### 2. Publication of Notice of Election

Elections Code section 12112 requires the Office of the Registrar of Voters to publish a notice of the election in a newspaper of general circulation that is published in your district. The notice must contain the date of the election, the name of the offices for which candidates may file, and procedures for filing.

*Service and leadership that maximize the success of all students*

San Diego County Board of Education

Paulette Donnellon    Guadalupe González    Alicia Muñoz    Mark Powell    Rick Shea

The Registrar of Voters requests notification from your district of the newspaper in which the notice of election should be published. Notices will also be published in a minority language newspaper in each of the translated languages (Spanish, Filipino, Vietnamese, and Chinese).

A copy of Elections Code section 12112 related to publication of the notice of election is presented on page 5.

### **3. Tie Vote Procedures**

The governing board must establish the procedure to be used in the event of a tie vote. In a governing board election, the board may either call a runoff election or determine the winner(s) by lot. Please provide the tie vote procedure adopted by your district board on the transmittal form. It is not necessary to submit a copy of your Board's written policy.

Education Code section 5016, which governs tie vote procedures, is provided on page 6.

## **INFORMATION FOR CANDIDATES**

### **1. Candidate Eligibility**

Eligibility requirements for governing board candidates, as specified in Education Code section 35107, appear on page 6. Information for candidates is presented in the *Candidate Filing Guide*, available no later than June 29, 2018, from the Registrar of Voters or online at [www.sdvote.com](http://www.sdvote.com).

### **2. Filing Procedure**

The candidate filing period is July 16 – August 10, 2018. Nomination papers must be picked up at the Office of the Registrar of Voters in person by either the candidate or a representative with written authorization from the candidate. The attached *Authorization for Candidate's Representative* form (page 4) can be used to permit another person to pick up nomination papers. This form may be duplicated as necessary.

### **3. Form 700 – Statement of Economic Interest**

Government Code section 87302.3 requires all candidates for governing board positions to file Form 700, Statement of Economic Interests, disclosing certain personal financial interests. This requirement applies even if the district's conflict of interest code does not specifically designate board candidates.

Governing board candidates must file Form 700 with the Office of the Registrar of Voters. If you have questions regarding this matter, contact David Morton in the Financial Disclosure Section at 858-505-7214.

Section 87302.3 of the Government Code is presented on page 6.

MS:AM

cc: Executive Assistant to the Governing Board



By Friday, **May 25, 2018**, submit this form to the Registrar of Voters by mail, fax (858-505-6876), or e-mail (Elvira.vargas@sdcounty.ca.gov) and

Send copies by mail, fax (858-541-0697), or e-mail (aaron.mccalmont@sdcoe.net) to Aaron McCalmont, Room 609, San Diego County Office of Education

**TRANSMITTAL OF GOVERNING BOARD MEMBER ELECTION REGULATIONS**

Michael Vu  
Registrar of Voters  
P.O. Box 85656  
San Diego, CA 92186-5656

ATTENTION: Elvira Vargas, Campaign Services

For the purposes of the November 6, 2018, governing board member elections, the governing board of the \_\_\_\_\_ District has established the following election regulations:

**COST OF CANDIDATE'S STATEMENT** (Elections Code § 13307)

- (1) \_\_\_\_\_ Candidates to pay all charges.
- \_\_\_\_\_ District will pay charges for all candidates.
- (2) \_\_\_\_\_ 200 Word Maximum
- \_\_\_\_\_ 400 Word Maximum (Doubles cost of statement for all candidates)

**PUBLICATION OF NOTICE OF ELECTION** (Elections Code § 12112)

Newspaper: \_\_\_\_\_

**TIE VOTE PROCEDURE** (Education Code § 5016)

- \_\_\_\_\_ Winner(s) determined by lot.
- \_\_\_\_\_ Runoff election to be called.

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**AUTHORIZATION FOR CANDIDATE'S REPRESENTATIVE**  
General Election, November 6, 2018

**Candidate's Name:**

As registered to vote: \_\_\_\_\_

To appear on the ballot: \_\_\_\_\_  
(If known at this time)

**Residence Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Mailing Address:**  
(If different)

\_\_\_\_\_  
\_\_\_\_\_

**Contact Information:**

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Daytime Phone Evening Phone  
( ) \_\_\_\_\_  
Fax E-Mail

**Office Sought:**

District Name: \_\_\_\_\_

Trustee Area/Seat No.: \_\_\_\_\_  
(If applicable)

Specify Term: \_\_\_\_\_ Full Term/4 years  
\_\_\_\_\_ Short Term/2 years  
(Not applicable to all districts; please refer to the *Candidate Filing Guide*.)

I authorize the following person(s) to act as my representative to obtain the necessary forms for my candidacy to the above-referenced office:

\_\_\_\_\_  
\_\_\_\_\_

I am aware of the filing dates. The forms must be completed and received by the Registrar of Voters no later than 5:00 p.m. on the deadline date. (A postmark is **not** acceptable.)

Filing Period: July 16 to August 10, 2018  
Write-in Filing Period: September 10 to October 23, 2018

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candidate's Signature

**ELECTIONS CODE § 13307(a)(1). Candidate's Statement; contents**

Each candidate for nonpartisan elective office in any local agency, including any city, county, city and county, or district, may prepare a candidate's statement on an appropriate form provided by the elections official. The statement may include the name, age, and occupation of the candidate and a brief description, of no more than 200 words, of the candidate's education and qualifications expressed by the candidate himself or herself. However, the governing body of the local agency may authorize an increase in the limitations on words for the statement from 200 to 400 words. The statement shall not include the party affiliation of the candidate, nor membership or activity in partisan political organizations.

**ELECTIONS CODE § 13307(f). Candidate's Statement; charge**

Before the nominating period opens, the local agency for that election shall determine whether a charge shall be levied against that candidate for the candidate's statement sent to each voter and, if authorized pursuant to subdivision (c), for the electronically distributed candidate's statement. This decision shall not be revoked or modified after the seventh day before the opening of the nominating period. A written statement of the regulations with respect to charges for handling, packaging, mailing, and electronic distribution shall be provided to each candidate or his or her representative, at the time he or she picks up the nomination papers.

**ELECTIONS CODE § 12112. Notice of election; publication**

(a) At least 90 days, and not more than 120 days, before the day fixed for the general district election, the elections official of the principal county shall publish a notice of the election once in a newspaper of general circulation published in the district or, if no such newspaper is published in the district, in a newspaper having general circulation in the district published in any affected county in the district. The notice shall contain the date of the general district election, name the offices for which candidates may file, and state the qualifications required by the principal act for each office. The notice shall state the location where official declarations of candidacy for eligible candidates desiring to file for any of the elective offices may be obtained, the office in which completed declarations of candidacy are required to be filed, and the date and time after which no declarations of candidacy may be accepted for filing. The notice shall state that appointment to each elective office will be made as prescribed by Section 10515 in the event there are no nominees or an insufficient number of nominees for the office and a petition for an election is not filed with the elections official within the time period prescribed by Section 10515.

(b) In addition to the requirements of subdivision (a), the county elections official shall, by a general press release, set forth both of the following:

(1) The elective offices of the district to be filled at the ensuing district election.

(2) A telephone number that voters of the district may utilize in order to obtain information regarding filing for the elective district office.

**EDUCATION CODE § 5016. Selection in case of tie vote**

(a) If a tie vote makes it impossible to determine either which of two or more candidates has been elected to the governing board or the term of office of a governing board member, the county superintendent of schools having jurisdiction shall so certify to the governing board.

(b) The governing board may either call a runoff election or determine the winner or winners by lot. Prior to conducting any school board election on or after March 1, 1977, the governing board of each school district shall establish which of such procedures is to be employed by the district in the event of a tie vote.

(c) If the governing board decides to determine the winner by lot, the governing board shall forthwith notify the candidates who have received the tie votes to appear before it either personally or by a representative at a time and place designated by the governing board. The governing board shall at that time and place determine the winner or winners by lot.

(d) If the governing board decides to call a runoff election, it shall call a runoff election to be held in the district on the sixth Tuesday following the election at which the tie vote occurred. Only the candidates receiving the tie votes shall appear on the ballots. Any member of the governing board who will be succeeded by a winner of the runoff election and whose term would expire before the winner of the runoff election would be determined shall continue to discharge the duties of his office until his successor has qualified. The runoff election shall be called and conducted substantially in the manner provided in Chapter 3 (commencing with Section 5300) of this part, provided, that the governing board shall determine the adjustments of the time requirements prescribed therein which would be necessary in order to conduct the runoff election.

**EDUCATION CODE § 35107(a)-(b)(1). Eligibility; school district employees**

(a) Any person, regardless of sex, who is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and who is not disqualified by the Constitution or laws of the state from holding a civil office, is eligible to be elected or appointed a member of a governing board of a school district without further qualifications.

(b)(1) An employee of a school district may not be sworn into office as an elected or appointed member of that school district's governing board unless and until he or she resigns as an employee. If the employee does not resign, the employment will automatically terminate upon being sworn into office.

**GOVERNMENT CODE § 87302.3(a). Candidate for an elective office; conflict of interest code; disclosure requirements**

Every candidate for an elective office that is designated in a conflict of interest code shall file a statement disclosing his or her investments, business positions, interests in real property, and income received during the immediately preceding 12 months, as enumerated in the disclosure requirements for that position. The statement shall be filed with the election official with whom the candidate's declaration of candidacy or other nomination documents to appear on the ballot are required to be filed and shall be filed no later than the final filing date for the declaration or nomination documents.

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
and Supt. Nancy Hauer

**From:** Anna Buxbaum  
Business Manager

**Subject:** Monthly Budget Update

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

At the October 20, 2011 Board Meeting, Members were asked about their preferences for monthly budget updates. Consensus was that a statement of fund balances and clear, concise updates on key issues would be preferred during months falling in-between major reports.

**Report:**

Attached are 1) Fund balances (Cash in County Treasury), 2) Construction expenditure reports for the Bond and Developer Fee Funds

**Financial Impact:**

N/A-Form Informational Purposes Only

**Student Impact:**

NA – For Informational Purposes Only

**Recommendation:**

NA – For Informational Purposes Only

**Agenda Item #: VI.B.1**

# Dehesa School District

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## Fund Balances

(Cash in County Treasury as of March 27, 2018)

FUND	DESCRIPTION	BALANCE
01-00	GENERAL FUND	\$ 1,809,665.25
09-00	CHARTER SCHOOLS SPECIAL REVENUE FUND (FD 39)	\$ 130,673.62
12-06	CHILD DEVELOPMENT FUND	\$ 3,448.54
13-00	CAFETERIA SPECIAL REVENUE FUND	\$ 3,562.07
14-00	DEFERRED MAINTENANCE FUND	\$ 188.64
17-42	SPECIAL RESOURCE FUND (CHARTER OVERSIGHT)	\$ 1,039,706.68
20-00	SPECIAL RESERVE OPEB/RETIREE BENEFITS FUND	\$ 763,605.81
21-39	BUILDING FUND	\$ 200,293.28
25-19	CAPITAL FACILITIES/SB2068 FUND	\$ 17,247.43
40-00	SPECIAL RESERVES/CAPITAL PROJECTS	\$ 7,600.06
	<b>GRAND TOTAL</b>	<b>\$ 3,975,991.38</b>

Please note that cash balances in the General Fund fluctuate on a regular basis. This is a normal feature of the fluid budget/accounting process.

**Dehesa School District  
Building Fund 21-39**

3/31/2018

Date			Revenue Amount
7/1/2017	Beginning Balance		\$239,752.25
7/25/2017	Interest	2016-17 4th Qtr Interest	\$781.94
8/3/2017	Interest	2016-17 4th Qtr Interest - 2nd Distribution	\$58.36
10/25/2017	Interest	2017-18 1st Qtr Interest	\$522.60
11/15/2017	Interest	2017-18 1st Qtr Interest - 2nd Distribution	\$232.19
1/23/2018	Interest	2017-18 2nd Qtr Interest	\$440.55
3/21/2018	Interest	2017-18 2nd Qtr Interest - 2nd Distribution	\$405.37
<b>TOTAL</b>			<b>\$ 242,193.26</b>
Payment Date	Service Provider	Services Performed	Expenditure Amount
1/8/2018	Jeff Painting	Campus Exterior Paint Project	\$38,850.00
1/17/2018	Office Depot	Business Manager Office Project Final Expenses	\$1,140.31
2/6/2018	Jeff Painting	Retention Release - Final Payment	\$2,000.00
2/27/2018	Office Depot	Refund: Returned Item	-\$90.33
<b>TOTAL CURRENT YEAR EXPENSES</b>			<b>\$41,899.98</b>
<b>TOTAL FUNDS AVAILABLE AS OF 03/31/2018</b>			<b>\$ 200,293.28</b>



**Dehesa School District  
Capital Facilities Funds 25-19**

3/31/2018

Current Year Project Activity			Revenue Amount
7/1/2017	Beginning Fund Balance		12,224.35
7/25/2017	Interest	2016-17 4th Qtr Interest	42.92
8/3/2017	Interest	2016-17 4th Qtr Interest - 2nd Distribution	3.20
8/23/2017	Developer Fees	Residential Developer Fees	3,005.72
8/28/2017	Developer Fees	Residential Developer Fees	1,005.71
9/1/2017	Developer Fees	Residential Developer Fees	4,096.19
10/25/2017	Interest	2017-18 1st Qtr Interest	29.42
11/15/2017	Interest	2017-18 1st Qtr Interest - 2nd Distribution	13.07
1/11/2018	Developer Fees	Residential Developer Fees	5,574.60
1/23/2018	Interest	2017-18 2nd Qtr Interest	33.51
3/21/2018	Interest	2017-18 2nd Qtr Interest - 2nd Distribution	30.84
3/28/2018	Developer Fees	Residential Developer Fees	4,096.19
<b>Total</b>			<b>\$ 30,155.72</b>
Payment Date	Service Provider	Services Performed	Expenditure Amount
10/3/2017	G Wayne Oetken & Assoc	Consulting Services: June-July 2017	1,300.00
11/13/2017	G Wayne Oetken & Assoc	Consulting Services: Sept 2017, 08/23/17 Meeting	1,100.00
1/2/2018	G Wayne Oetken & Assoc	Consulting Services: Oct 2017, 10/12/17 Meeting	837.50
2/27/2018		Refund: Residential Developer Fees, Project Abandoned	5,574.60
<b>TOTAL CURRENT YEAR EXPENSES</b>			<b>\$ 8,812.10</b>
<b>TOTAL FUNDS AVAILABLE AS OF 03/31/2018</b>			<b>\$ 21,343.62</b>



**DEHESA SCHOOL DISTRICT  
DEVELOPER FEE REPORT  
Fiscal Year 2017-18**

DATE	ADDRESS	RES	COM	SQUARE FEET	AMOUNT
08/10/17	14606 Quail Haven Ln	X		1,844	\$ 3,005.72
08/28/17	2540 Vista Rodeo Dr	X		617	\$ 1,005.71
09/01/17	1914 Harbison Canyon Rd	X		2,513	\$ 4,096.19
1/11/2018	16245 Sequan Truck Tr	X		3,420	\$ 5,574.60
2/27/18	Refund: 16245 Sequan Truck Tr	X		3,420	\$ (5,574.60)
3/1/2018	1807 Vista De La Montana	X		2,513	\$ 4,096.19
<b>TOTAL</b>					<b>\$ 12,203.81</b>

Residential Rate \$ 1.63 Per Sq. Ft  
Commercial Rate \$ 0.26 Per Sq. Ft

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Dehesa School Enrollment  
as of April 19 , 2018

- Meeting Date: April 19, 2018
- Action
  - First Reading
  - Information
  - Presentation
  - Public Hearing
  - Roll Call Vote Required
  - Discussion

**Enrollment**  
**April 19, 2018**

**By Grade Level**

EAK.....	11
Kindergarten.....	15
1st Grade .....	16
2nd Grade .....	14
3rd Grade .....	16
4th Grade .....	16
5th Grade .....	21
6th Grade .....	14
7th .....	16
8th .....	13
	<b>152</b>

**Enrollment**  
**April 20, 2017**

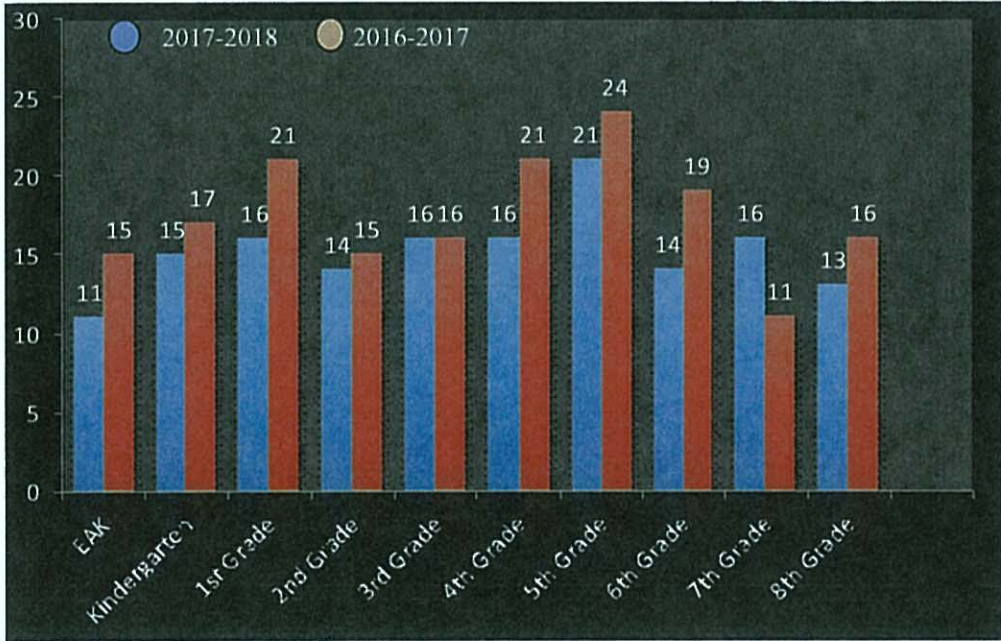
**By Grade Level**

EAK.....	15
Kindergarten .....	17
1st Grade .....	21
2nd Grade.....	15
3rd Grade.....	16
4th Grade.....	21
5th Grade.....	24
6th Grade.....	19
7th.....	11
8th.....	16
	<b>175</b>

**Inter District**  
**Transfers**

Students who live in our  
District but attend a  
different school  
**24**

Students who live in  
another district but attend  
our school  
**68**



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Williams Quarterly  
Complaint Report

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** Laws and board policy require a quarterly report to the Board of Trustees and the County Superintendent of Schools regarding complaints to the school covered under the Williams Settlement

**Report:** We received no complaints during the third quarter of the 2017-2018 school year in the areas which are addressed by the Williams Settlement.

**Financial Impact:** None

**Student Impact:** None

**Agenda Item #: VI.B.5**







Qtr Oct-Dec									
2013-14 3rd Qtr Jan-Mar	0	0	0	0	0	0	0	0	Yes
2013-14 4th Qtr Apr-Jun	0	0	0	0	0	0	0	0	Yes
2014-15 1st Qtr Jul-Sep	0	0	0	0	0	0	0	0	Yes
2014-15 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	Yes
2014-15 3rd Qtr Jan-Mar	0	0	0	0	0	0	0	0	Yes
2014-15 4th Qtr Apr-Jun	0	0	0	0	0	0	0	0	Yes
2015-16 1st Qtr July - Sept	0	0	0	0	0	0	0	0	Yes
2015-16 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	Yes
2015-16 3rd Qtr Jan-Mar	0	0	0	0	0	0	0	0	Yes
2015-16 4th Qtr Apr-Jun	0	0	0	0	0	0	0	0	Yes
2016-17 1st Qtr July-Sept	0	0	0	0	0	0	0	0	Yes
2016-17 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	Yes
2016-17 3rd Qtr Jan-Mar	0	0	0	0	0	0	0	0	Yes
2016-17 4th Qtr Apr-Jun	0	0	0	0	0	0	0	0	Yes
2017-18 1st Qtr July-Sept	0	0	0	0	0	0	0	0	Yes
2017-18 2nd Qtr Oct-Dec	0	0	0	0	0	0	0	0	Yes
2017-18 3rd Qtr Jan-Mar	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

[Add a New Quarter Record](#)

[Select a date for Change or Delete](#)

## Main Menu

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# DEHESA SCHOOL DISTRICT

**To:** Members of the Board

**From:** Nancy Hauer

**Subject:** New Agreement for  
Consulting Services with  
G. Wayne Oetken &  
Associates

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

G. Wayne and Associates has been our Facilities Project Oversight since 2012.

**Report:**

This contract will allow Wayne Oetken to take all necessary action locally, and with the State to advance the District's Application for Funding through the State School Building Program. This contract, if approved will commence on 2/1/18 and terminate on 12/31/18.

**Financial Impact:**

The proposed fee of \$150.00 per hour will not exceed \$20,000.00. This contract may be terminated at any time with 30 days' notice.

**Student Impact:**

None

**Recommendation:**

It is recommended that the Governing Board approve the Agreement for Consulting Services between G. Wayne Oetken & Associates and the District as presented.

**Agenda Item #: VII.C.1**



## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made between **Dehesa School District** (the "District") and **G. Wayne Oetken & Associates**, an independent contractor, PO Box 1161, La Mesa, CA, 91944-1161 ("Consultant").

WHEREAS, Consultant is skilled and experienced in the field of public school Business Administration, fiscal operations and facilities; and

WHEREAS, the District has Approved and Acknowledged State School Building Program Applications on file with the Office of Public School Construction; and

WHEREAS, the State School Building Program is undergoing major change and reorganization; and

WHEREAS, it is necessary to monitor such Program modification and take action with respect to the District's Application for Funding; and

WHEREAS, the District staff will require assistance with monitoring and taking of such actions regarding the State Program; and

WHEREAS, inasmuch as G. Wayne Oetken & Associates has recognized skills in representing the interest of School Districts with other agencies and organizations including a Consultant in Sacramento with expertise regarding the State School Building Program and contacts within the Office of Public School Construction; and

THEREFORE, in consideration of mutual covenants, conditions, and promises contained herein, the District and Consultant agree as follows:

1. Services to be Performed
  - A. Take all action necessary, locally and with the State, to advance the District's Application for Funding through the State School Building Program (SSBP).
  - B. Communicate with the District's Superintendent and Governing Board to obtain guidance and direction regarding action to be taken.
  - C. Coordinate with Organizations and Individuals locally and in Sacramento to support District objective. Represent the District with State Agencies.
  - D. Pursue an administrative solution to attain the District's funding objective; if that is not possible, coordinate an Appeal to the State Allocation Board.

6. Confidentiality of Information

- A. Consultant agrees to keep confidential and not disclose to third parties any confidential information provided by the District pursuant to this Agreement unless Consultant has received the prior written consent of the District to make such disclosure. This obligation of confidentiality does not extend to any information that:
1. Was in the possession of Consultant at the time of disclosure by the District, directly or indirectly;
  2. Is or shall become, through no fault of Consultant, available to the general public; or
  3. Is independently developed and hereafter supplied to Consultant by a third party without restriction or disclosure.
- B. This provision shall survive expiration and termination of this Agreement.

7. Property Rights and Reports

- A. Consultant agrees that any reports, documentation, copyrightable work, discoveries, inventions, or improvements developed by Consultant solely or with others, resulting from the performance of Consulting Services pursuant to this Agreement, are the property of the District, and Consultant agrees to assign all rights therein to the District.
- B. This provision shall survive expiration and termination of this Agreement.

8. Indemnification

To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party and any agents and employees of it from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the indemnifying party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

9. Termination

- A. Either party may at any time and for any reason terminate this Agreement upon not less than 30 days prior written notice to the other party.

from this Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.

- B. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- C. It is expressly understood by the parties hereto that any dispute hereunder, unless settled by the parties, shall be resolved by legal action brought in the Superior Court of the State of California.
- D. This Agreement constitutes the entire agreement between the parties and incorporates all prior understandings in connection with the subject matter hereof. This Agreement may not be changed, waived, or discharged except by an instrument in writing signed by the party against whom such change, waiver, or discharge is sought to be enforced.

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement by and through their respective representatives as of the date first above written.

Dated: \_\_\_\_\_

**THE DISTRICT**

DEHESA SCHOOL DISTRICT

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

Nancy Hauer  
Its Superintendent

Dated: \_\_\_\_\_

**CONSULTANT**

G. WAYNE OETKEN & ASSOCIATES

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

G. Wayne Oetken

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** **Agreement for Consulting Services with G. Wayne Oetken & Associates Amendment I**

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

G. Wayne and Associates has been our Facilities Project Oversight since 2012.

**Report:**

An extension to the Agreement for Services between G. Wayne and Associates and Dehesa School District was extended to June 30, 2018. This contract will be terminated upon vote of the Board. Amendment it will change the payment from 650.00 per month to 250.00 per month in which an analysis of the SAB meeting is provided.

**Financial Impact:**

The proposed fee will not exceed \$3,000.00 which can be discontinued any time with 60 days notice.

**Student Impact:**

None

**Recommendation:**

It is recommended that the Governing Board approve the Amendment I of the Agreement between G. Wayne Oetken & Associates and the District as presented.

**Agenda Item #: VII.C.2**

**AGREEMENT FOR CONSULTING SERVICES  
STATUS REPORTS REGARDING STATE SCHOOL BUILDING PROGRAM  
AMENDMENT 1**

The attached Agreement for Consulting Services between **Dehesa School District** (the "District") and **G. Wayne Oetken & Associates**, an independent contractor, PO Box 1161, La Mesa, CA, 91944-1161 ("Consultant") shall be amended as follows:

**Section 1. Services to be Performed**

- A. Provide an annotated version of the CASH Bulletin published following each meeting of the State Allocation Board (SAB).
- B. Annotated comments will explain all Actions taken by the SAB, which relate to the District's State School Building Program Application for funding.

**Section 2. Payment for Services**

The District shall pay the Consultant a fee of \$250.00 for each periodic Annotated CASH Bulletin following meetings of the SAB, as set forth in Section 1 above, payable upon receipt of invoices from the Consultant.

All other terms of the Agreement remain unchanged.

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement Amendment by and through their respective representatives.

Dated: \_\_\_\_\_

**THE DISTRICT**

DEHESA SCHOOL DISTRICT

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

Nancy Hauer  
Its Superintendent

Dated: \_\_\_\_\_

**CONSULTANT**

G. WAYNE OETKEN & ASSOCIATES

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

G. Wayne Oetken  
Its Proprietor

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board

**From:** Nancy Hauer

**Subject:** The Loftin Firm P.C.  
Engagement of Legal  
Services: Removal of  
Abandoned Mobile  
home

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

The District is seeking assistance with the removal of the abandoned mobile home that is located west of the school on district property.

**Report:**

The Loftin Firm, P.C. was recommended by Willian Fischbeck to assist the District with this process.

**Financial Impact:**

The financial impact for legal fees is always on an as needed basis. Costs for attorneys range from 285.00-300.00 per hour billed tenthly. In addition to this there are charges for mail, photocopying, facsimile, travel expenses and mileage.

**Student Impact:**

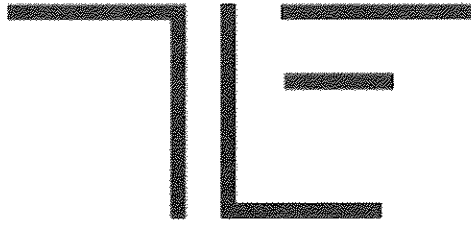
While there is no direct impact on our students, having the District receive outstanding counsel that ensures we meet all legal, moral, and ethical standards ultimately helps to provide a quality learning environment for our students.

**Recommendation:**

It is recommended that the Governing Board approve the Engagement of Legal Services for the removal of the abandoned mobile home with The Loftin Firm, P.C.

**Agenda Item #:VII.C.3**

The Loftin Firm, P.C.



Attorneys at Law

*Via Electronic Correspondence* (nancy.hauer@dehesasd.net)

March 15, 2018

Nancy Hauer, Superintendent  
Dehesa School District  
4612 Dehesa Road  
El Cajon, California 92019

RE: Engagement of Legal Services: Removal of Abandoned Mobilehome

Dear Ms. Hauer:

This letter will set forth the terms and conditions under which The Loftin Firm, P.C. (the “**Firm**”) agrees to represent the Dehesa School District (“**Client**” or “**District**”), in connection with the services described in Paragraph 1 below. Please read this letter agreement (“**Agreement**”) carefully before signing and returning it to us. If you do not understand any portion of this Agreement, or if you have any questions, please call us at your earliest opportunity. This Agreement will not take effect, and the Firm shall have no obligation to provide legal services to Client, until Client returns a signed copy of this Agreement and pays the Retainer Fee (if any) due under this Agreement.

1. **Services to be Rendered:** The Firm will render legal services on behalf of Client to provide the necessary legal notices and filing of any court proceedings as may be necessary to receive a court order to find the mobilehome located on the Dehesa School District property abandoned and have the mobilehome removed.

The Firm will provide those services reasonably required to represent Client for the services described above. The Firm will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. No legal services other than in connection with the above-described matter as set forth in this Paragraph 1 are covered by this Agreement. Specifically, this Agreement does not include any litigation or regulatory proceeding services of any kind, whether in court, arbitration, administrative hearings or governmental agency hearings.

2. **Entity Representation Disclosure:** As a result of representing a California quasi-governmental entity (a California school district), this Firm represents the District at the direction and discretion of the then-current Superintendent, Board of Directors or Members or as directed by said persons. This Firm’s responsibility is to the District and not any one



## THE LOFTIN FIRM, P.C.

### DEHESA SCHOOL DISTRICT

March 15, 2018

Page 2 of 6

individual employee or Board Member of the District. The Attorney-Client Privilege protects the District, through its Superintendent, Board of Directors or such others as may be designated from time to time, and information provided to this Firm by one person cannot be retained as confidential from others.

3. **Fees to be Paid by Client:** As compensation for our services, you agree to pay to us fees based on our regular hourly billing rates for the attorneys and personnel working on your matter. We bill for our time in increments of one-tenth of an hour. All time expended is billed, including, for example, research and consultation time, time spent in telephone discussions, conferences, and analysis of your matter, travel time, etc. The hourly rates for attorneys who may work on your matter are between three hundred dollars and no/cents and two hundred eighty-five dollars and no/cents \$300.00 and \$285.00. The hourly rates for paralegals and other non-attorney personnel range from \$45.00 to \$135.00. Attorneys and non-attorney personnel will work on your matter. It is our policy to have the legal services performed in each case by attorneys and paralegals at the lowest hourly rate consistent with a high quality of legal services. This policy necessitates, from time to time, conferences between the supervising attorney and associates, law clerks, or paralegals or other non-attorney personnel working on the matter. Although this may result in some duplication of time, it is our belief that it is ultimately in your best interest both in terms of quality of legal services and the cost-effectiveness for you. By this Agreement, you retain the legal services of the Firm and not of a particular attorney.
4. **Costs and Expenses to be Paid by Client:** In addition to our hourly fees, certain costs may be incurred. You authorize the Firm to incur on your behalf whatever costs and expenses are reasonably required in connection with the services to be rendered under this Agreement, without limitation, the costs and expenses may include any or all of the following:

- Mail, Federal Express, and messenger expenses
- Photocopying charges at \$.14 per page for black & white; \$.24 for color copies
- Facsimile charges at \$.50 per page
- Travel Expenses, including air, lodging, rental cars, and meals (in addition to hourly rates incurred during the periods of travel)
- Mileage at \$0.54 per mile (or as may be updated from time to time)
- All third-party charges and fees, including filing, recording and/or regulatory fees.

You shall pay and hold the Firm harmless from all such costs and expenses incurred by us on your behalf. We may, but shall not be obligated to, advance funds on your behalf to pay such costs and expenses. In such event, you agree to reimburse us upon demand for the amounts so advanced.

5. **Billings:** The Firm shall bill you for our services and for any costs and expenses advanced on your behalf monthly. Our billing cycle does not correspond to month end. You agree to notify the Firm promptly, and in writing, if you dispute any entry on such billing, and if you fail to do so within thirty (30) days after receipt thereof, all such entries shall be acknowledged as correct as between us.

**THE LOFTIN FIRM, P.C.**

**DEHESA SCHOOL DISTRICT**

March 15, 2018

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6. **Interest on Unpaid Bills:** The Firm's billing shall be due and payable immediately upon receipt by the Client. In the event any bill remains unpaid for thirty (30) days after the date of the invoice, interest thereon at the rate of ten percent (10%) per annum shall be due and payable from the date of the bill until the date of ultimate payment.
  
7. **Termination of Agreement:** Either the Firm or the Client shall have the right to terminate this Agreement at any time upon notification in writing to the other party. Upon such termination, you shall remain responsible for any unpaid billing for services rendered or costs advanced by the Firm.
  
8. **Insurance Disclosure:** The Firm maintains errors and omissions (malpractice) insurance coverage.
  
9. **Action to Enforce Payment:** In the event it is necessary for the Firm to file legal action to enforce this Agreement, the prevailing party in such action shall be entitled to recover all costs and expenses incurred in connection with such legal action, including reasonable attorneys' fees and court costs.
  
10. **Client Obligations:** In order for this Firm to completely and properly represent you and your interests it is imperative that you be truthful with the Firm, to cooperate with and keep the Firm informed of any information or developments which may come to your attention during the pendency of the Firm's representation of you and to provide us with any and all information or documents we request. Failure to provide us with such information or documents may negatively affect our ability to represent you. It is also important for you to keep us informed at all times of any changes in your phone number, address, or email address so that we may be able to timely contact you. By signing this Agreement, you hereby acknowledge this fact and agree to cooperate fully with any reasonable request for information and/or documents from this Firm.

**Client affirms that Client has reviewed and understands Client's obligations; and Client agrees to these terms.**

DEHESA SCHOOL DISTRICT

**Date:** \_\_\_\_\_

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

**Its:** \_\_\_\_\_

11. **Arbitration of Disputes:** *By initialing below, Client selects and accepts this Arbitration of Disputes provision. This provision is optional to the Client.* If a dispute arises between you and the Firm regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including claims of breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes relating to attorney's fees and/or costs (except

**DEHESA SCHOOL DISTRICT**

March 15, 2018

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as provided in the Mandatory Fee Arbitration provision below) charged under this Agreement, such disputes shall be submitted to binding arbitration upon service of a written request to the other party. Such arbitration shall be conducted in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. (JAMS). The parties shall mutually agree upon one arbitrator, whose decision shall be final and conclusive on all parties. The arbitrator shall have the discretion to order the losing party in the arbitration proceedings to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including, without limitation, attorneys' fees and the arbitrator's fee. The sole and exclusive venue for the arbitration and/or any legal dispute shall be San Diego County, California.

**YOUR INITIALS BELOW  
SIGNIFY ACKNOWLEDGMENT  
AND ACCEPTANCE OF THIS  
EXPLANATION:**

\_\_\_\_\_

\_\_\_\_\_  
(Client's Initials)

\_\_\_\_\_  
(Firm Initials)

By initialing here, Client and Attorney confirm that they have read and understand the first paragraph of this Paragraph above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to certain forms of discovery, to trial by judge or jury, and rights to appeal. Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

**12. Mandatory Fee Arbitration:** Notwithstanding the paragraph above, in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration procedures permit a court trial after arbitration or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph.

**13. Consent to Use of E-mail and Cloud Services:** To provide Client with efficient and convenient legal services, Firm will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

**THE LOFTIN FIRM, P.C.**

**DEHESA SCHOOL DISTRICT**

March 15, 2018

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In addition, Firm uses a cloud computing service with servers located in a facility other than Firm office. Portions of Firm's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

**14. Miscellaneous:**

- a. **Recitals & Headings:** The recitals, titles, and headings of the various Paragraphs of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation on any of the provisions of this Agreement.
- b. **Time of Essence:** All times and dates in this Agreement or referred to in this Agreement are of the essence and wherever the approval or consent of a Party is requested or required, the same shall not be unreasonably withheld, delayed, or deterred.
- c. **Entire Agreement:** This Agreement contains all representations and the entire understanding and agreement between the Parties. Correspondence, memoranda, or agreements, whether written or oral, originating before the date of this Agreement, with respect to the Agreement, are replaced in total by this Agreement except as expressly stated in this Agreement.
- d. **Amendments:** This Agreement may not be altered or modified except by a writing signed by all the Parties.
- e. **Governing Law:** The Agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. **Warranty of Authority:** Those persons signing this Agreement on behalf of Client and the Firm warrant that they have the proper power and authority to do so.
- g. **Increase in Attorney Fees:** The Firm reserves the right to increase the fees for services upon thirty (30) days' written notice. This increase need not be signed by you to be binding upon you; however, you may contact us at the time of the notice of increase in the event you dispute the fee increase.
- h. **Counterparts:** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original. Electronic or facsimile signatures shall have the same force and effect as original signatures. The parties hereto intend to be bound by the signatures on the facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.

I have tried to cover everything in this letter about our agreement to provide legal services and about billing. If you have any questions, please call me. If you find everything in order, kindly

**THE LOFTIN FIRM, P.C.**

**DEHESA SCHOOL DISTRICT**

March 15, 2018

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sign and return this Agreement to us. You should keep a copy of this Agreement for your records. Our representation of you in this matter will become effective as of the date we receive this Agreement signed by you. Once effective, this Agreement will, however, apply to services provided by us relative to this matter before the Agreement's effective date.

Thank you for the opportunity to be of service to you in this matter.

Sincerely,

**THE LOFTIN FIRM, P.C.**

L. Sue Loftin, Esq.

**ACCEPTED AND AGREED TO BY CLIENT**

I/we on behalf of the Client hereby approve and agree to each of the terms and conditions set forth above and acknowledge receipt of a copy of this Agreement.

**DEHESA SCHOOL DISTRICT**

**Date:** \_\_\_\_\_

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

**[Print Name]** \_\_\_\_\_

**Its:** \_\_\_\_\_

cc: Mark J. Zacovic, Ph.D. (mark.zacovis@cox.net)

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Acceptance of Donations  
and Gifts

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

Board policy authorizes the District to accept gifts and/or donations from individuals, groups, or organizations. All gifts of personal property received and accepted become the property of the District.

**Report:**

A very generous donation was made for the benefit of the Dehesa School students by the following:

Donor	Description of Donation
Mr. Romero	\$200.00 donation to the Archery Program

**Financial Impact:**

**Student Impact:**

The donation to the archery program will help with the cost of tournament fees and supplies.

**Recommendation:**

It is recommended the Governing Board accept the generous gift/donation listed above and direct that letters of thanks be written.

**Agenda Item #:VII.C.4**

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** County wide plan for student expulsion

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** The countywide plan for expelled students must be completed every three years per education code 48926. The plan enumerates existing educational alternatives for expelled students, and indicates strategies for filling those service gaps in educational services to expelled pupils.

**Report:** Each school Board must adopt the countywide plan as well as their own plan, including the educational alternatives checklist. This plan needs to be Board adopted and returned to the County Office of Education prior to June 30, 2018.

**Financial Impact:** Dehesa has been fortunate to not have to utilize the expulsion contract previously, however if we need to, we have a plan in place to serve students. The costs would vary based on the number of students and the services that were needed.

**Student Impact:** Continuing to provide services for students who have been expelled is required and what is in the best interest of our students.

**Recommendation:** Administration recommends approval of the county plan and the local plan for serving expelled students.

**Agenda Item #: VII.C.5**





# SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • [www.sdcoe.net](http://www.sdcoe.net)  
San Diego County Superintendent of Schools Dr. Paul Gothold

Hello,

The county wide plan for expelled students must be completed every three years per ed code 48926. The plan enumerates existing educational alternatives for expelled pupils, identifies gaps in educational services to expelled pupils, and indicates strategies for filling those service gaps. The goal of each local school district's board must adopt the county wide plan as well as their individual plan. Attached to this letter are the county plan and your district plan, including the educational alternatives check list. Please review your plan and the checklist; make any appropriate changes or updates and then take it to your governing board for approval before May 1. The cover sheet requires the date the board approved your plan as well as your superintendent's signature. Please let me know what date you plan to put this item on your board's agenda.

The county wide plan and the 42 individual district plans must be submitted to the SDCOE Board prior to June 30. SDCOE will submit to the California Department of Education the County Wide Expulsion plans.

Thank you for your time and attention to this very important matter. If you have any questions, please call or email me and I will be happy to assist you!

Sincerely,

Barbara Higgins  
Director, Student Attendance, Safety and Well-Being  
San Diego County Office of Education  
858.292.3577 - office  
760.644.1504 - cell  
[barbara.higgins@sdcoe.net](mailto:barbara.higgins@sdcoe.net)

**PLAN FOR SERVING EXPELLED PUPILS**

**SAN DIEGO COUNTY OFFICE OF EDUCATION  
AND SAN DIEGO COUNTY DISTRICTS**

**2018 - 2021**

**San Diego County Office of Education**

**Superintendent**

**San Diego County Board of Education**

**Guadalupe González**

**Paulette Donnellon**

**Mark Powell**

**Alicia Muñoz**

**Rich Shea**

**Approved by the County Superintendent of Schools**

\_\_\_\_\_  
**Dr. Paul Gothold, Superintendent**

\_\_\_\_\_  
**Date**

## INTRODUCTION

Education Code - 49826

Each County superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the County, shall develop a plan for providing educational services to all expelled pupils in that County. The plan shall be adopted by the governing board of each school district within the County and by the County Board of Education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placement for pupils who are expelled and placed in district Community Day School programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each County superintendent of schools, in conjunction with the superintendents of the local school districts, shall submit to the Superintendent of Public Instruction the County plan for providing educational services to all expelled pupils in the County no later than June 30, 2003, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.(1) on June 30<sup>th</sup> thereafter.

Education Code - 48916.(1)

At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion, but only the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

### **San Diego County Plan**

Educational programs within San Diego County provide numerous opportunities for students who are in need of traditional and/or alternative educational programs. Individual school districts offer a broad spectrum of service and the San Diego County Office of Education offers additional options, this combination provides a continuum of alternatives to expelled students.

A student whose behavior has resulted in expulsion is given a rehabilitation plan created by their district of residence. This plan may involve one or more of the options outlined in the 3-year plan [see matrices on Education Alternatives and Services for expelled students]. A student who is simply in the need of an educational alternative may also access these programs through a District and/or County referral process.

## **Gaps in Educational Services to Expelled Pupils and Strategies for Filling the Service Gaps**

Four major gaps that were identified in 2003 and carried forward in subsequent plans through the 2012 - 15 version. Strategies were proposed and implemented to address these gaps over those years. For the 2015 - 18 plan, two of the original gaps remain, along with three new gaps that have been identified.

These gaps are addressed on pages 4 through 9. Current strategies to address each gap are followed by a summary of discussion on the effectiveness of the strategies. Discussion summaries from previous plans are also included. Discussion centers on the following questions:

- a. Were the strategies successful? If not, what were the obstacles?
- b. What additional strategies were implemented? Were they successful?

Strategies which will be used to address each gap during 2015 - 18, follow the discussion summary for each gap.

Alternative placements for pupils who are expelled and placed in district community day school programs but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board are outlined on page 11.

Finally, following the alternative placement (page 11) is the regional articulations between districts and the County Office of Education (page 12) that contains a discussion of the articulation and coordination between school districts and with the County office of education in providing educational placements for expelled pupils.

Has been done since 2003, the San Diego County Plan for Serving Expelled Students for 2018 - 21, is approved by local school boards, and is signed by local district superintendents and the County superintendent of schools.

Administrator Recommendation of Expulsion		
<p style="text-align: center;"><b>MUST RECOMMEND EXPULSION</b> (Mandatory Recommendation)</p> <p><b>Education Code 48915(c)</b> Limited to acts committed at school or at a school activity off school grounds.</p> <p>The principal or superintendent of schools shall immediately suspend and recommend expulsion of a pupil that he or she determines has committed any of the following acts:</p> <ul style="list-style-type: none"> <li>A. Possessing, selling, or otherwise furnishing a firearm. <ul style="list-style-type: none"> <li>• Does not apply to an act of possessing a firearm if the pupil had obtained prior written permission from the school.</li> <li>• Applies only if the act of possessing a firearm is verified by an employee of a school district.</li> <li>• Possessing an imitation firearm is not an offense for which suspension or expulsion is mandatory.</li> </ul> </li> <li>B. Brandishing a knife at another person.</li> <li>C. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.</li> <li>D. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.</li> <li>E. Possession of an explosive. <ul style="list-style-type: none"> <li>• The term "explosive" mean "destructive device" as described in Section 921 of Title 18 of the United States Code.</li> </ul> </li> </ul> <p>Per EC 48915(e) the recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> <li>(1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.</li> <li>(2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.</li> </ol>	<p style="text-align: center;"><b>SHALL RECOMMEND UNLESS PARTICULAR CIRCUMSTANCES RENDER INAPPROPRIATE</b> (Quasi-Mandatory Recommendation)</p> <p><b>Education Code 48915(a)(f)</b> Limited to acts committed at school or at a school activity off school grounds.</p> <p>The principal or the superintendent of schools shall recommend the expulsion, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct</p> <ol style="list-style-type: none"> <li>A. Causing serious physical injury to another person, except in self-defense.</li> <li>B. Possession of any knife or other dangerous object of no reasonable use to the pupil.</li> <li>C. Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following: <ol style="list-style-type: none"> <li>(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.</li> <li>(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.</li> </ol> </li> <li>D. Robbery or extortion.</li> <li>E. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.</li> </ol> <p>Per EC 48915(b) the recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> <li>(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.</li> <li>(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.</li> </ol>	<p style="text-align: center;"><b>MAY RECOMMEND EXPULSION</b> (Discretionary Recommendation)</p> <p><b>Education Code 48900.</b> Includes acts committed while at school, while going to or coming from school, during activity whether on or off campus, or while going to and from a school activity.</p> <ol style="list-style-type: none"> <li>A. Physical injury <ol style="list-style-type: none"> <li>1. caused, threatened or attempted</li> <li>2. willful force or violence</li> </ol> </li> <li>B. Dangerous objects</li> <li>C. Alcohol or other drugs - under the influence</li> <li>D. Sale of look-alike substance represented to be alcohol or other drugs.</li> <li>E. Robbery/extortion</li> <li>F. Damage to property</li> <li>G. Theft</li> <li>H. Tobacco</li> <li>I. Obscenity/profanity/vulgarity</li> <li>J. Drug paraphernalia</li> <li>K. Disruption/defiance</li> <li>L. Receipt of stolen property</li> <li>M. Imitation firearm possession</li> <li>N. Sexual assault or battery</li> <li>O. Harassment, threatening a pupil witnesses</li> <li>P. Selling the prescription drug soma</li> <li>Q. Engaged or attempted to engage in hazing</li> <li>R. Bullying (including an electronic act) toward student(s) or school personnel</li> <li>S. Aiding and abetting - infliction or attempted infliction of physical injury - (suspension only except as defined)</li> <li>Sexual harassment (EC 48900.2) (grades 4-12 only)</li> <li>Hate violence (EC 48900.3) (grades 4-12 only)</li> <li>Harassment, threats and intimidation (EC48900.4) (grades 4-12 only)</li> <li>Terrorist threats (EC 48900.7)</li> <li>Electronic devices (EC 48901.5)</li> </ol> <p>Per EC 48915(b) the recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> <li>(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.</li> <li>(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.</li> </ol>

**SAN DIEGO COUNTY AND DISTRICT GAPS AND STRATEGIES IN EDUCATIONAL SERVICES TO EXPELLED STUDENTS**

**SAN DIEGO COUNTY AND DISTRICT GAPS AND STRATEGIES IN EDUCATIONAL SERVICES TO EXPELLED STUDENTS**

Four gaps were initially identified in the 2003 and continued in subsequent versions of the plan. Of those, three gaps no longer exist. Three additional service gaps were also identified and addressed for the first time in the 2015 – 2018 version of the plan.

The following Gaps were identified in 2003 and carried forward in all subsequent versions of this plan. These Gaps are now considered to have been resolved.

- i. GAP: A full continuum of services is not available at each of the sites operated by the County Office of Education. Some of the Juvenile Court & Community School (JCCS) regions have more services to offer than others.

RESOLUTION: In 2009, JCCS maintained 66 sites. In 2012, the number of sites was 62. During 2014 - 2015, SDCOE reduced the number of community school sites to 24. As a result of the consolidation, all sites now offer a full continuum of services.

- ii. GAP: Placements may not always be available for expelled students in the nearest community school.

RESOLUTION: As a result of the consolidation of sites described above, all JCCS sites have the capacity a continuum of services needed to support the needs of their students in the site located closest to the student.

- iii. GAP: Students who have failed their placement in district community schools or do not have a community School must be referred to other district programs or to a County operated community school. If the student fails the program or commits another expulsion type offense, there may not be any viable alternative remaining.

RESOLUTION: SDCOE's Juvenile Court and Community Schools (JCCS) accepts referrals on students who have committed expulsion type offences while enrolled in district community schools. JCCS also retains students in their system, even when they've committed expulsion type offences, by altering their placement and services to respond to the issue at hand. Operating on a blended model of instruction, JCCS is able to provide a range of formats to meet the individual needs of each student ranging from daily attendance to distance learning. JCCS has also made major investments in and relies heavily on the effective use instructional technology as a component of their blended learning model. This approach allows JCCS to tailor their programs to the individual needs of their students.

The following Gaps in service were identified in the 2015 – 2018 plan; of those, one, Gap 2, was resolved, and though progress was made, four gaps remain within the County of San Diego and will remain the focus of our work for the 2018 – 2021 plan.

## Gap #1

Students in grades one through six who are expelled do not have the same educational options available as do expelled youth who are in grades seven through twelve, due to the limited numbers of students who are expelled in these lower grades. These younger students cannot attend programs designed for middle and high school students.

### A. Strategies that have been used to address this gap:

1. Expulsion and placement in district-operated community day school where available.
2. The K-6 school districts will continue to offer available options, which may include the following:
  - Suspended expulsion with placement at the same school with the **Other Means of Correction** contract.
  - Suspended expulsion with placement at a different school within the same district with the **Other Means of Correction** contract.
  - Suspended expulsion with placement in a district operated opportunity school with the **Other Means of Correction** contract. (see page 92 for a sample Other Means of Correction contract)
3. SDCOE offers placement at Monarch school as well as independent study based programs serving elementary students when appropriate.

### B. Discussion

- a) Were the strategies successful? If not, what were the obstacles?

#### 2009 - 12

Yes, however we will need to continue our efforts in expanding the numbers and kind of intervention strategies used with elementary students.

#### 2012 - 15

Yes, however will need to continue their efforts in *maintaining* the numbers and kind of intervention strategies used with elementary students.

#### 2015 - 18

CALPADS does not maintain expulsion data by grade level so there is no way to determine how many elementary students were expelled in the County last year. In 2013 - 14, elementary districts expelled just over 40 students. Almost all of those were from two districts that operate community day schools. Elementary districts that have very low expulsion rates (most have less than one case per year) still perceive this area to be a gap in service; however it isn't one they encounter often. We estimate this gap is experienced by about five students a year, Countywide.



2016 – 17

Cal Pads data now reflects expulsion data by grade level and Expulsion data and indicates the following expulsion rates:

Grade K-3: 0

Grade 4-6: 15

Grade 7-8: 78

- b) What additional strategies were implemented? Were they successful?
- Districts increased the number and kind of intervention strategies to prevent elementary students from being expelled.
  - SDCOE's Monarch School has been used as a placement option for students who are too young for Community School.
  - Independent Study has also been used by districts and JCCS as a placement option.

### **C. Strategies for 2015 - 18**

1. Expulsion and placement in district-operated community day school where available.
2. The K-6 school districts will continue to offer available options, which may include the following:
  - Suspended expulsion with placement at the same school with the **Other Means of Correction** contract.
  - Suspended expulsion with placement at a different school within the same district with the **Other Means of Correction** contract.
3. SDCOE will continue to offer placement at a centrally located community school serving elementary students.
4. Independent Study will also continue to be used as a placement option available through districts. When appropriate, JCCS will also offer elementary students independent study through their blended model.

### **D. Updated Information as of January, 2018**

- Districts continue to offer available placement options to students described above including the continued use of Other Means of Correction Contracts.
- SDCOE will continue to offer placement at Monarch school serving elementary students.
- Independent Study will also continue to be used as a placement option available through districts. When appropriate, JCCS will also offer elementary students independent study.

## **GAP #2 -- RESOLVED**

There is currently no single depository for student records available between districts and JCCS.

### **Discussion**

- a) The 2009 - 12 version of the plan proposed the development of a County-wide data warehouse with automation of student records concerning discipline and expulsion. The intention was to automate the acquisition of student records and data to facilitate placement in interim settings, and to facilitate reinstatement back into the referring school districts. This strategy was ultimately deemed to be too costly to pursue. No additional strategies were proposed for 2012 - 15.

Timely transfer of student records continues to be a challenge for students entering SDCOE Community School sites. Given this, the Gap is revised as follows for 2015 - 18:

## **GAP #2 (Revised as of 2015)**

Students entering the County Community School frequently lack complete records, impeding the ability of JCCS staff to develop properly supported personalized learning plans.

### **A. Strategies for 2015 - 18**

1. JCCS has developed a checklist of records that must accompany a Community School referral. All records provided to JCCS will be copies. Original student records will be maintained by the school districts. This checklist is included on page 137.

### **B. Updated Information 2017-18**

- In order to better serve the needs of our students, families, and partner districts, JCCS has implemented enrollment centers in our regional areas with intended goals of: increased communication on student enrollment, progress on goals, transition planning, improved coordination of services to support students and families.
- Due to significant progress in acquiring, maintaining and sharing records, the committee determined that this goal has been successfully resolved.

### **GAP #3**

Expelled students who live in rural areas of the County, and who would not be appropriately served through independent study contracts, do not always have access to traditional, seat time based, and classroom programs.

#### **A. Discussion**

- a) This Gap impacts a small number of students who live in very rural settings. There have been a few cases involving expelled students who live in areas that do not have internet access, and in some cases live without power or phone service.

#### **B. Strategies for 2015 - 18**

1. School districts will use independent study with more onsite meetings when appropriate.
2. JCCS will use schools operated at facilities operating by County probation when they are proximal to students in these circumstances.
3. Districts and JCCS will develop and implement the capacity to offer synchronous virtual instruction as a means of reaching student who live in remote areas but have access to internet.

#### **C. Updated Information 2017-18**

- Probation run facilities are not appropriate for community school services.
- Districts and JCCS will explore creating the capacity to offer synchronous virtual instruction as a means of reaching students who live in remote areas and have access to internet.

### **GAP #4**

Expelled students do not always have assistance in transitioning back to district schools. Personal, social and academic adjustment should be considered and supported to ensure successful re-entry.

#### **A. Discussion**

- a) Students returning from expulsion are in transition. When returning to district schools, expelled students require support to resist the tendency to return to old patterns and relationships. They also need help establishing new relationships and behaviors. Positive reinforcement should be present to validate positive choices and behavior.
- b) All too often students who have been expelled encounter school staff that are not receptive to have them returned to their campuses.
- c) Efforts made to connect students to caring adults on campus is the most powerful step a district can take to ensure successful re-entry and graduation from high school.

#### **B. Strategies for 2015 - 18**

1. SDCOE Student Support Services will convene a workgroup of Pupil Service Administrators to study the experiences and needs of students returning from, and who have returned from

expulsion. The committee will identify specific needs, propose strategies and promote the adoption of these strategies.

2. Administrators and counselors in alternative education settings serving expelled students will host re-entry plan meetings with the school counselors of students ready for return to district schools. Each meeting will involve the counselors, student and the student's parents in developing a plan to support the student's personal, social and academic needs as they re-enter the district.
3. Restorative Practices will be used, when appropriate, to help restore the relationships damaged by the act that lead to the expulsion, and to assist students in reintegration into the school communities from which they were expelled.
4. School districts and JCCS will train their employees:
  - a. To understand the impact of trauma
  - b. To recognize that negative behavior may be an expression of coping strategies learned in response to past or continuing trauma exposure
  - c. On strategies employees can use to avoid triggering negative coping strategies
  - d. On de-escalation strategies.
5. SDCOE Student Support Services will provide training for school personnel on restorative and trauma informed practices.

### **C. Updated information**

- There has been significant progress in JCCS staff training in all of the areas listed above and in the use of Restorative Practices and Other Means of Correction in lieu of suspension.
- SDCOE will work with Pupil Services Administrators to establish a re-entry workgroup to create policies, procedures and best practices for site administrators to help facilitate students' transition back to their school sites following expulsion.
- Administrators and counselors in alternative education settings serving expelled students will host re-entry plan meetings with the school counselors of students ready for return to district schools. Each meeting will involve the counselors, student and the student's parents in developing a plan to support the student's personal, social and academic needs as they re-enter the district.
- Detention facilities are reaching out to district liaisons to see if returning to school is best option.

## **GAP #5**

Districts do not always know when a student has enrolled in JCCS, another school system or when they have simply not enrolled anywhere.

### **A. Discussion**

- a) JCCS doesn't always contact districts when students who have been referred don't enroll.
- b) Districts don't always follow-up with JCCS when they don't receive confirmation a referred student hasn't enrolled.
- c) Records requests typically show when an expelled student has enrolled in a charter school.
- d) Expelled students are still subject to compulsory education and under the jurisdiction of the district of residences SARB.
- e) While students may be expelled from the district of residence they typically return to the district after they complete their rehabilitation plans.

### **B. Strategies for 2015 - 18**

1. JCCS will confirm with the district of residence, the enrollment of all students entering their system on the day they enroll.
2. In cases in which JCCS has not initiated contact with the school district to confirm enrollment, school districts will investigate whether or not expelled students are enrolled with JCCS or another school system, within five days of making the referral.
3. In cases in which a district finds that an expelled student is not enrolled, or is unable to determine the student's enrollment status, the case will be referred to the supervisor of attendance for the district, and when appropriate, to the district SARB.
4. Expand the use of enrollment centers to standardize the admissions process for JCCS.
5. JCCS will make "view only" access to their student information system (Promise) available for referring districts who request it.

**C. Updated Information**

- There has been a significant increase in communication between JCCS and Districts since the last plan was enacted.
- Enrollment procedures have been established for regions within the county and additional JCCS administrators have been added to manage school sites within each region.
- Because of conversation regarding mental health, we need to work with the students and their families to successfully facilitate their re-entry into districts.
- JCCS has expanded their offerings to expelled students which now includes counseling services and assistance with successful completion of their rehabilitation plan.
- Additionally, JCCS now has Social work Interns in each JCCS school, who are available to work with students as they complete their rehabilitation plans and reintegrate back into their home schools.

## ALTERNATIVE PLACEMENT

*(For those expelled students who have been placed in a district community day school but who fail to meet the term or conditions of their rehabilitation plan or who pose a continuing danger to the physical safety of district pupils or others)*

### Step I

The School District of residence continues to maintain responsibility for developing a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an educational program is provided either within or outside the school district.

### Step II

Expelled students who fail to meet the terms and conditions of the district rehabilitation plan may be referred to a different district school, another district program, a district-operated Community Day School Program, or the San Diego County Office of Education Community School.

For expelled students who are referred to a San Diego County Office of Education Community School (which is a permissive program) a Personalized Learning Plan will be developed with the students' parents and County Office of Education staff. Part of this plan will include a goal of returning to the school district of residence after the district expulsion term. If students are not successful in the County-operated program, they may be referred back to the district for possible review and re-placement.

**REGIONAL ARTICULATION BETWEEN DISTRICTS  
AND THE COUNTY OFFICE OF EDUCATION**

The consistent regional articulation between districts and the San Diego County Office of Education has been occurring over the past 17 years. The County Office of Education provides quarterly meetings for the Pupil Services administrators representing the County's 42 school districts and SDCOE's Juvenile Court and Community Schools (JCCS). The meeting is chaired by the Executive Director of Student Support Services and Director of Student Attendance, Safety & Well-Being for the County Office of Education. These meetings provide opportunities for articulation and coordination between SDCOE and school districts on a regular basis. In addition, school districts work with regionally identified JCCS staff for placements for expelled students.



## San Diego County Office of Education Overview

The San Diego County Office of Education will continue to provide an educational option for expelled students. The Juvenile Court and Community Schools facilitate the students' completion of the rehabilitation plan, while responsibility for the long-term educational needs of the student remains with the referring district. This program is one that fits in the continuum of educational care as outlined. The philosophy of each individual school district affects how the San Diego County Office of Education Community School program will meet the needs of that particular school district.

The Community School is a permissive educational program that provides the local school districts with another educational option for their expelled youth.

The following pages outline the process for referral and referral forms that enable districts to access San Diego County Office of Education School programs.

For placement information, please contact the Juvenile Court and Community School office nearest to your school district.

### **JCCS ADMINISTRATION OFFICE**

Tracy E. Thompson, Executive Director (858) 292-3898  
Bruce Petersen, Senior Director (858) 571-7274

### **JCCS ASSESSMENT & PUPIL SERVICES OFFICE**

Student assessment data, transcripts and archived records

Phone: (858) 569-3111  
FAX: (858) 279-0675  
JCCS Lead Registrar: Robin Mosby (858) 569-3189

### **EAST REGION ENROLLMENT OFFICE**

Serves the East regions of San Diego County for NEW admissions.

Principal: Valentin Escanuela  
8374 Hercules Street  
La Mesa, CA 91942  
Phone: (619) 668-4660  
FAX: (619) 460-4730  
Placement Contact: Gretchen Davis (619) 668-4660

- **MONARCH SCHOOL**

Serves homeless families in Downtown San Diego, admissions on site.

Principal: Joseph Wiseman

1325 Newton Avenue

San Diego, CA 92113

Phone: (619) 652-4100 ext. 1590

FAX: (619) 233-3458

Placement Contact: Delma Moreno (619) 652-4100 ext.1641

- **METRO REGION ENROLLMENT OFFICE**

Serves Downtown San Diego and San Diego Unified for NEW admissions.

Principal: Theresa Fox & Gretchen Rhoads

3720 El Cajon Blvd.

San Diego, CA 92105

Phone: (619) 233-2801

FAX: (619) 696-0377

Placement Contact: Michele Roman (619) 446-4680

Susana Moreno (619) 528-2789

Etella Estrada (619) 263-2607

- **NORTH REGION ENROLLMENT OFFICE**

Serves the North County School Districts for NEW admissions.

Principal: Joel Spengler

450 Melrose Drive

Vista, CA 92083

Phone: (760) 940-9002

FAX: (760) 940-9091

Placement Contact: Robyn Jones (760) 940-9012

- **SOUTH REGION ENROLLMENT OFFICE**

Serves the South County School Districts for READMISSIONS.

Program Administrator: Valentin Escanuela

800 National City Boulevard, Ste. 110

National City, CA 92150

Phone: (619) 470-5210

FAX: (619) 470-5278

Placement Contact: Ricardo Gonzalez (619) 470-5218

## **San Diego County Office of Education Educational Alternatives for Expelled Youth**

The San Diego County Office of Education Juvenile Court and Community Schools offer the following services for expelled youth:

1. Daily educational programs that meet for 300-360 minutes per day in community classrooms
2. Direct instruction and/or contracted blended learning programs (e.g. face-to-face, independent study and/or online courses). Students are required to complete a minimum of 80 hours of educational product per five-credit course completion
3. Trauma informed, restorative practices and mental health support
4. Early Childhood Development/Head Start with Teen Parent Specialized Academic Instruction
5. Community Schools \*(See page 16 for listing of community schools)
6. Special Education Services
7. Each site provides support to students in meeting the conditions of their rehabilitation plan, as well as wrap-around support to their families
8. Multiple career pathways, internship and concurrent college enrollment opportunities
9. Breakfast and lunch
10. An opportunity to earn a compass card for transportation

**San Diego County Office of Education  
Juvenile Community School Sites**

**EASTERN SAN DIEGO COUNTY**

Cuyamaca Prep  
East County Community School  
La Mesa Community School

**NORTHERN SAN DIEGO COUNTY**

Escondido Community School  
Innovations Academy of Empowerment  
North County Technology Academy  
North Tech & Science Academy

**METRO**

37ECB  
Bayside Community  
Bridges Community  
CTEC Community  
Lindsay Community  
Second Chance  
Monarch (K-12)

**SOUTHERN SAN DIEGO COUNTY**

South County Community School  
Victoria Community School  
Southland Community School

**As of January 2018**

[YOUR DISTRICT NAME HERE]  
**OTHER MEANS OF CORRECTION CONTRACT**  
(ALTERNATIVE TO SUSPENSION/EXPULSION)

NAME: \_\_\_\_\_  
                    Last                                    First                                    MI                                    DOB                                    Site                                    Grade                    Suspension Code

Actual day(s) to be served: \_\_\_\_\_ Number of days waived: \_\_\_\_\_ Length of imposed suspension: \_\_\_\_\_

**EXPECTATIONS:**

I will abide by this contract from \_\_\_\_\_ to \_\_\_\_\_

I agree to abstain from the use of alcohol, tobacco, and/or other drugs. (\_\_\_\_ *Initial*)

I will follow all school rules. (\_\_\_\_ *Initial*)

I will attend all my classes in school every day. (\_\_\_\_ *Initial*)

I will complete all assigned work in all my classes. (\_\_\_\_ *Initial*)

I will attend all intervention program sessions. (\_\_\_\_ *Initial*)

From site menu of services: I will complete the following:

\_\_\_\_\_  
\_\_\_\_\_

I understand the following consequences will occur if I fail to abide by the above expectations:

- My parents will be notified immediately.
- My one----- two----- three----- four----- five----- day suspension will be reinstated.
- My loss of eligibility to hold student office and/or participate in sports and/or any extracurricular program for 30 days will be extended to 90 days for a second offense.
- Probation, legal, and/or court authorities will be notified, if appropriate.
- A referral for other appropriate disciplinary procedures will be made. Further action will be determined by the principal or designee.
- A referral to the School Attendance Review Board (SARB)
- A referral for a comprehensive health assessment, including an alcohol and other drug addiction screening may be made as required for a second offense.
- A referral to the comprehensive student assistance program.
- Other (specify consequences):

\_\_\_\_\_  
\_\_\_\_\_

I understand that other school staff will be informed of the terms of this contract and will be asked to monitor my behavior.

**SIGNED:**

Student \_\_\_\_\_ Date

Parent \_\_\_\_\_ Date

Principal \_\_\_\_\_ Date  
or designee

This form must accompany original -Report on Suspension- form.

ORIGINAL TO: Parent/Guardian (by mail)

DUPLICATE TO: School File

Input and SIS Discipline History

[YOUR DISTRICT NAME HERE]  
**PRINCIPAL'S REPORT IN LIEU OF EXPULSION**  
(Quasi Mandatory)

Student Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Ethnic Code: \_\_\_\_\_

Grade: \_\_\_\_\_ School: \_\_\_\_\_ on \_\_\_\_\_, committed the following suspension/expulsion offense as set forth in Education Code 48915 or 48900.

EXPULSION: Education Code Section 48915(a):

Except as provided in subdivisions (c) and (d), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent finds that expulsion is inappropriate, due to the particular circumstance.

- (1) Causing **SERIOUS PHYSICAL INJURY** to another person (except in self-defense).
- (2) Possession of any **KNIFE, EXPLOSIVE, or other DANGEROUS OBJECT** of no reasonable use to the pupil at school or at a school activity off campus.
- (3) Unlawful possession of any **CONTROLLED SUBSTANCE** except first offense less than one ounce (20.5 grams) of marijuana, other than concentrated cannabis.
- (4) **ROBBERY OR EXTORTION**.
- (5) **ASSAULT OR BATTERY** on a school employee.

The principal or the superintendent of schools has determined that expulsion is inappropriate because neither of the following conditions exists:

Other means of correction are not feasible or have repeatedly failed to bring about proper conduct:

Due to the nature of the act the presence of the student causes a continuing danger to the physical safety of the student or others.

**OTHER MEANS OF CORRECTION (even if involuntary to other site)**

In lieu of recommending the above-named student for expulsion, the following other means of correction plan was developed on \_\_\_\_\_ (date).

Plan:

---

---

---

Parent

Student

Administrator

Distribution:

- |                             |                          |
|-----------------------------|--------------------------|
| 1. Student Support Services | 3. School Attendance     |
| 2. Parent                   | 4. Alternative Placement |

**PLAN FOR SERVING EXPELLED PUPILS**

**SAN DIEGO COUNTY OFFICE OF EDUCATION  
AND SAN DIEGO COUNTY DISTRICTS**

**2018 – 2021**

District Name: Dehesa School District

Superintendent: Nancy Hauer

\_\_\_\_\_  
District Superintendent's Signature

\_\_\_\_\_  
Date





**DEHESA SCHOOL DISTRICT**  
District Existing Educational Alternatives for Expelled Youth

**School District Overview**

*Board Approval Date*

4/19/2018

The Dehesa School District located within San Diego County has not expelled any students during the past three years. However, the following strategies could be utilized if an expulsion occurred.

**Grades K - 8**

The Dehesa School district offers the following options for expelled youth, depending on the nature of the offense and specific Education Code violation:

- A.
  - 1. Suspended expulsion with placement at the same school with Other Means of Correction or In-Lieu-of Expulsion contract (see samples).
  - 2. Expulsion referral to another elementary school within a district in which we have an agreement, with a rehabilitation plan for the expelled student.
  - 3. Suspended expulsion with placement on District Contracted Study (Independent Studies), if the parent agrees with other means of correction of In-Lieu-of Expulsion contract (see samples).

- B. When there are sufficient numbers of expelled K - 8 students in an area, a regional San Diego County Office of Education operated Community School (Summit School) may be developed with the following specifications:
  - to be centrally located in the region
  - parents must provide transportation

Actual referral to such a placement is made by the District Governing Board, with recommendations from the Student Study Team, SARB, or a similar district referral process. Rehabilitation plans are written for each individual student according to Education Code 48916.

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Citizens Bond Oversight  
Committee 2016-17  
Annual Report

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background/Report:**

The Citizens Bond Oversight Committee is required to present an Annual Report to the Governing Board and the Citizens of Dehesa for the 2016-17 school year. The template for this report was provided by Courtney Jones, our Bond Counsel.

**Financial Impact:**

There is no additional financial impact at this time.

**Recommendation:**

Administration recommends that the Governing Board give any suggestions for changes to the CBOC 2016-17 Annual Report and then approve the report as presented or based on any changes the Board requests.

**Agenda Item #:VII.C.6**

**ANNUAL REPORT OF THE CITIZENS' OVERSIGHT COMMITTEE OF  
THE DEHESA SCHOOL DISTRICT  
FOR FISCAL YEAR 2016 - 2017**

**RELATING TO MEASURES M and D**

**Introduction.** The Citizens' Oversight Committee of Dehesa School District (the "CBOC") was formed pursuant to Measures M & D for the purpose of actively reviewing and reporting on the expenditure of Measures M & D bond proceeds. The CBOC is required to advise the public, through at least one report per year which shall be made available on the District's web site, as to whether the District is in compliance with Article XIII A of the California Constitution, Measures M & D, and the provisions of Education Code Section 15278 and following.

**Public Meetings.** The CBOC has met on the following dates and locations:

<b>Meeting Date and Time</b>	<b>Meeting Location</b>
Monday, August 29, 2016 5:00 pm	Superintendent's Office
Monday, November 28, 2016 5:00 pm	Superintendent's Office
Monday, March 20, 2017 5:00 pm	Superintendent's Office
Monday, July 24, 2017 5:00 pm	Superintendent's Office
Monday, November 27, 2017 5:00 pm	Superintendent's Office

Each meeting has been in compliance with the Ralph M. Brown Act (Brown Act), in that the meetings were formally scheduled with agendas duly posted and noticed and open to the public. Minutes were taken and when approved at the subsequent meeting were posted on the District's web page via the tab District and link CBOC.

**Citizens' Bond Oversight Committee**

- Wally Riggs, Vice-chair, Dehesa Valley Community Council, Founder, Member
- Herb Krickhahn, Retired Community Member and DVCC, Board of Directors
- Michael Hunsaker, San Diego County Taxpayers Association Representative
- Gerry Hamilton, Parent, Business Owner
- Nathan Voth, Chairman, Parent
- Vincent Blanco, Parent, Business Owner
- Chuck Huskey, Retired Community Member

**District Support.** The District has, without spending bond funds, provided the CBOC with the administrative support it needs to meet and to perform its review and reporting duties.

**Activities**

*Review of Expenditures.* The first series of Measure M bonds was issued on July 12, 2012. The CBOC was provided with expenditure reports prepared by the District at each of its meetings. At each meeting, the CBOC reviewed the expenditure reports. Members of the CBOC had the opportunity to ask District personnel questions regarding the projects and expenditures. The reauthorization Measure D bonds were issued on June 4, 2014.

*Review of District Bond Audits.* In addition, the District provided the CBOC with a copy of the annual bond financial audit and performance audit, which is also available to the public on the District's web site. These audits were provided no later than March 31, 2016 with respect to the audit for the prior fiscal year. No irregularities or concerns were identified in the audits prepared by the auditor.

*Tour of Bond Facilities.* All CBOC meetings are conducted on the site where bond facilities will be constructed. Members of the CBOC (which did not comprise a quorum) were provided with a tour of bond financed future facilities site. The CBOC had a tour of the site at the March 20, 2015 meeting.

**Conclusion.** Based on the foregoing review of expenditures and other activities, the CBOC concludes that the District has complied with Article XIII A Section (1)(b)(3), the Measure and Education Code 15278 and following, in that bond proceeds spent to date have only been spent for the construction, reconstruction, rehabilitation, or replacement of school facilities, including furnishing and equipping of school facilities, or acquisition or lease of real property for school facilities, as identified in the project list presented to District voters. No proceeds were spent on teacher salaries, administrative salaries or on operational expenses.

\*\*\*\*\*

*Approved on*

*by the Citizen's Oversight Committee*

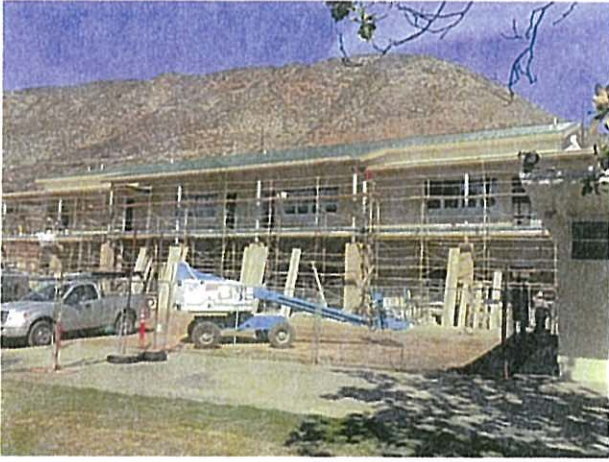
**CITIZENS' BOND OVERSIGHT  
COMMITTEE OF THE DEHESA SCHOOL  
DISTRICT**

BY: \_\_\_\_\_  
Chairperson

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



*Construction sheeting July 14, 2015*



*Roofing installation October 27, 2015*



*Grand Opening April 16, 2016*



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board and  
Supt. Nancy Hauer

**From:** Anna Buxbaum

**Subject:** Ratify Filing of CEQA Notice of  
Exemption for Security Fence  
Replacement Project - 2018

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

## **Background:**

The California Environmental Quality Act (CEQA) Guidelines set forth in Title 14 California Code of Regulations section 15000 et seq. identify 33 types or classes of projects that were determined by the State's Secretary of Resources to not cause significant environmental impacts and are exempted from further environmental review.

These classes are referred to as Categorical Exemptions. The Class 2 Categorical Exemption in CEQA Guidelines section 15302 "consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced".

The Class 3 Categorical Exemption in CEQA Guidelines section 15303e "consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure." Examples of this exemption include "(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences."

## **Report:**

The Security Fence Replacement Project fits within the Class 2 and 3 Categorical Exemptions because: (1) Replacement of an existing fence and gates will be with new fencing and gates of the same height and purpose; (2) A new segment of chain link fence will be added to the west side of campus to secure that segment of the school.

Based on these Categorical Exemptions, a Notice of Exemption for the project was filed with the San Diego County Recorder/County Clerk on March 23, 2018.

## **Financial Impact:**

The cost to file the exemption was \$50.00.

## **Student Impact:**

N/A

## **Recommendation:**

Administration recommends ratification of the filing of the Notice of Exemption from the California Environmental Quality Act (CEQA).

**Agenda Item #: VII.C.7**



Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: San Diego
1600 Pacific Coast Highway, #260
San Diego, CA 92101
From: (Public Agency): Dehesa School District
4612 Dehesa Road
El Cajon, CA 92019
(Address)

Project Title: Security Fence Replacement Project - 2018

Project Applicant: Dehesa School District

Project Location - Specific: Dehesa School and Administration Offices; 4612 Dehesa Road, El Cajon, CA 92019

Project Location - City: County of San Diego Project Location - County: San Diego

Description of Nature, Purpose and Beneficiaries of Project: Replacement of existing 6' high chain link fencing and gates with a combination of ornamental Iron security fence and chain link fencing. Existing gates will also be changed.

Name of Public Agency Approving Project: Dehesa School District

Name of Person or Agency Carrying Out Project: Anna Buxbaum, Business Manager

- Exempt Status: (check one):
[ ] Ministerial (Sec. 21080(b)(1); 15268);
[ ] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[ ] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: Classes 2 & 3: Sections 15303(e) & 15302
[ ] Statutory Exemptions. State code number:

Reasons why project is exempt: The project is the replacement of an existing fence and gates with a new fence and gates ( Section 15302) , and, a new segment of chain link fence will be added to the west side of the campus to secure that segment of the school (Section 15302).

Lead Agency Contact Person: Anna Buxbaum, Business Manag Area Code/Telephone/Extension: 619-444-2161

If filed by applicant: 1. Attach certified document of exemption finding. 2. Has a Notice of Exemption been filed by the public agency approving the project? [X] Yes [ ] No

Signature: Anna Buxbaum Date: 3/20/18 Title: Business Manager

[ ] Signed by Lead Agency [ ] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FILED Ernest J Dronenburg, Jr. Recorder County Clerk MAR 23 2018 BY M. Romero DEPUTY

FILED IN THE OFFICE OF THE COUNTY CLERK San Diego County on MAR 23 2018 Posted MAR 23 2018 Returned to agency on Deputy M. Romero

### **15302. REPLACEMENT OR RECONSTRUCTION**

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

- (a) Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.
- (b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.
- (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.
- (d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

**Note:** Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

### **15303. NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:

- (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.
- (b) A duplex or similar multi-family residential structure, totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes and similar structures designed for not more than six dwelling units.
- (c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.
- (d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.
- (e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.
- (f) An accessory steam sterilization unit for the treatment of medical waste at a facility occupied by a medical waste generator, provided that the unit is installed and operated in accordance with the Medical Waste Management Act (Section 117600, et seq., of the Health and Safety Code) and accepts no offsite waste.

**Note:** Authority cited: Section 21083, Public Resources Code; Reference: Sections 21084, Public Resources Code.

### **15304. MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:



State of California - Department of Fish and Wildlife  
**2018 ENVIRONMENTAL FILING FEE CASH RECEIPT**  
 DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER: 37-2018- 0255
STATE CLEARINGHOUSE NUMBER (If applicable) --

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY DEHESA SCHOOL DISTRICT	LEAD AGENCY EMAIL --	DATE 03/23/2018
COUNTY/STATE AGENCY OF FILING San Diego County	DOCUMENT NUMBER *20180255*	

PROJECT TITLE  
SECURITY FENCE REPLACEMENT PROJECT - 2018

PROJECT APPLICANT NAME DEHESA SCHOOL DISTRICT	PROJECT APPLICANT EMAIL --	PHONE NUMBER 619-444-2161
--	-------------------------------	------------------------------

PROJECT APPLICANT ADDRESS 4612 DEHESA ROAD	CITY EL CAJON	STATE CA	ZIP CODE 92019
---	------------------	-------------	-------------------

PROJECT APPLICANT (Check appropriate box)

Local Public Agency   
  School District   
  Other Special District   
  State Agency   
  Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$3,168.00 \$ \_\_\_\_\_
- Mitigated/Negative Declaration (MND)(ND) \$2,280.75 \$ \_\_\_\_\_
- Certified Regulatory Program document (CRP) \$1,077.00 \$ \_\_\_\_\_
- Exempt from fee
  - Notice of Exemption (attach)
  - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)

- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ \_\_\_\_\_
- County documentary handling fee \$ \_\_\_\_\_ \$50.00
- Other \$ \_\_\_\_\_

PAYMENT METHOD:

Cash   
  Credit   
  Check   
  Other 76950005   
 TOTAL RECEIVED \$ \_\_\_\_\_ \$50.00

SIGNATURE <b>X</b>	AGENCY OF FILING PRINTED NAME AND TITLE San Diego County    MONICA ROMERO    , Deputy
-----------------------	--





San Diego County



Transaction #: 3039272  
Receipt #: 2018130522

Ernest J. Dronenburg, Jr.  
Assessor/Recorder/County Clerk  
1600 Pacific Highway Suite 260  
P. O. Box 121750, San Diego, CA 92112-1750  
Tel. (619) 237-0502 Fax (619) 557-4155  
[www.sdarcc.com](http://www.sdarcc.com)

Cashier Date: 03/23/2018  
Cashier Location: SD

Print Date: 03/23/2018 2:49 pm

Payment Summary

Total Fees:	\$50.00
Total Payments:	\$50.00
Balance:	\$0.00

Payment	
VITALCHEK PAYMENT	\$50.00
Total Payments	\$50.00
Miscellaneous Item	
FISH & WILDLIFE FEES	
Fees: Fish & Wildlife County Administrative Fee	\$50.00
Total Fees Due:	\$50.00
Grand Total - All Documents:	\$50.00

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board and  
Supt. Nancy Hauer

**From:** Anna Buxbaum

**Subject:** Approve Request Change  
Order request 1098 for AB  
Blinds

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

The window coverings were installed by AB Blinds. Statute requires a Performance and Payment Bond from the vendor for projects over \$25,000.00. Both bonds were provided to the district before work began. A change order for the cost of the bonds has been submitted by the vendor.

**Report:**

N/A

**Financial Impact:**

The cost of the change order is \$1,300.00 from the Building Fund.

**Student Impact:**

N/A

**Recommendation:**

Administration recommends approval of the change order request 1098 from AB Blinds.

**Agenda Item #: VII.C.8**

AB blinds  
8445 Sheila Street  
El Cajon, CA 92021  
blindmann007@gmail.com

# ESTIMATE

**ADDRESS**  
Dehesa School

**ESTIMATE #** 1098  
**DATE** 02/22/2018  
**EXPIRATION DATE** 02/22/2018

---

ACTIVITY	AMOUNT
<b>Blind Sales</b>	1,300.00
Addendum	
Additional insurance bonds and live scan	

---

TOTAL **\$1,300.00**

Accepted By

Accepted Date

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Consideration of Waiver  
for Out of County  
Resource Centers

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** Waivers were granted to some of our charters who currently operate resource centers in order for them to be compliant with the Shasta decision.

**Report:** In accordance with California Education code 47605.1 (c)(2): A charter school may establish a resource center, meeting space, or other satellite facility located in a county adjacent to that in which the charter school is authorized if the charter provides its primary educational services in, and a majority of the pupils it serves are residents of, the county in which the school is authorized. Dehesa Charter and Community Montessori applied to, and were approved by the San Diego County Office of Education to become county-wide benefit charters. This transition will be in effect beginning 7/01/2018. Ms. Novacek, Director also applied for County-Wide Benefit for her resource centers in Riverside, to the Riverside County Office of Education. The vote was rejected at their meeting held on 4/11/2018. Ms. Novacek is requesting our Board approve filing a waiver to allow the Riverside resource centers for Dehesa Charter to remain open under Dehesa School authorization. .

**Financial Impact:** Oversight fees would continue to be collected from the Riverside sites.

**Student Impact:** If the charter school is granted, Dehesa Charter School will continue to serve students outside of San Diego County. Allowing students to continue to access their centers and education uninterrupted is what is best for their academic success.

**Recommendation:** Administration recommends approval of filing a waiver allowing Dehesa Charter to continue to operate in Riverside County.

**Agenda Item #: VII.C.9**



- Period of request from **September 1, 2018**
- Period of request to **indefinite**
- Renewal **No**
- Renewal Previous Waiver Number **N/A**
- Renewal Previous Date of SBE Approval **N/A**
- Waiver Topic (drop down menu) **Resource Center**
- Education Code Title **Location; geographic and site limitations**
- Education Code Section **California Education Code 47605.1 (c)(2)**
- Education Code Authority – for General Waivers will be 33050
- Education Code or California Code of Regulations section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived. [Put brackets around the phrases to strike out] **Notwithstanding any other provision, a charter school may establish a resource center, meeting space, or other satellite facility located in a county adjacent to that in which the charter school is authorized if the following conditions are met: 1. The facility is used exclusively for the educational support of pupils who are enrolled in nonclassroom-based independent study of the charter school. 2. ~~The charter school provides its primary educational services in, and a majority of the pupils it serves are residents of, the county in which the school is authorized.~~**
- Demographic Information **Dehesa Charter School is authorized by Dehesa School District in San Diego County and serves students in San Diego, Riverside, and Orange County.**
- Has a student population of **Current enrollment is: 540 San Diego County, 293, Riverside County, and 151 Orange County**
- Located in a **urban, rural, and small cities**
- Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional documents using the 'Attachments' section. **Education Code Sections 47605(d)(1), 47605(d)(2)(A), 51747.3(b) and 51746 obligate independent study charter schools to accept, serve and adequately support a particular class of students; however, the Shasta-Anderson decision forbids a charter from fulfilling mandates unless approved as a county-wide benefit. Dehesa Charter School received county-wide authorization from San Diego County as Dimensions Collaborative and will open in Fall 2018. Dehesa petitioned Riverside County for a county-wide benefit charter and was denied. Dehesa Charter School students in San Diego will likely transfer to the new school which could bring the in-county population below the out of county population, thus putting the school out of compliance with Ed Code 47605.1(c)(2).**
- What is the school name, if applicable? **Dehesa Charter School**
- Date of public hearing (**cannot be a future date**) **Charter Board: February 27, 2018;**
- How was the required public hearing advertised?
- Local board approval date (**cannot be a future date**) **Authorizer Board: April 19, 2018**

- Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver
- Date the committee/council reviewed the waiver request (**cannot be a future date**)
- Were there any objection(s) No or Yes
- If Yes, please specify
- Bargaining Units
- Does the district have any employee bargaining units?
- No or Yes
- If yes, please complete required information
- Bargaining unit(s) consulted on date(s) (**cannot be a future date**)
- Name of bargaining unit
- Representative First Name
- Representative Last Name
- Representative Title
- The position of the bargaining unit
- Neutral, Support, Oppose (Please specify why) Comments (if oppose)
- Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No or Yes
- (If yes, please attach explanation or copy of audit finding)
- Has there been a Categorical Program Monitoring (CPM) finding on this issue?
- No or Yes
- If yes, please attach explanation or copy of CPM finding)
- Contact First Name
- Contact Last Name
- Contact person's Position
- Contact person's E-mail
- Contact person's Phone
- District or County Certification – I hereby certify that the information provided on this application is correct and complete.

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board and  
Supt. Nancy Hauer

**From:** Anna Buxbaum

**Subject:** Approve Request Change  
Order request for Electrical  
Service to Bus Gate Project

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

On March 8, 2018 the Dehesa School District Governing Board approved a contract with Precision Electric for the Electrical Service to Bus Gate Project. Location of the Bus Gate will be relocated to the East side of the driveway, therefore requiring saw cutting across drive-way, patching, and additional conduit and electrical. During this work, it was recommended that an additional 2-inch conduit be laid for future utility needs.

**Report:**

Change orders have been issued for the saw cutting and additional conduit.

**Financial Impact:**

The cost of the change orders will be paid from the Building Fund:

- \$1,700.00 for saw cutting
- \$2,294.00 for additional conduit.

**Student Impact:**

N/A

**Recommendation:**

Administration recommends approval of the change order for saw cutting and additional conduit to the bus gate site.

**Agenda Item #: VII.C.10**



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## Saw Cut, Patch Back and Run Conduits Across Driveway for Bus Gate

1 message

pco@pecsd.com <pco@pecsd.com>  
To: anna.buxbaum@dehesasd.net

Fri, Mar 23, 2018 at 8:16 AM



4612 Dehesa Rd.  
El Cajon, California  
92019  
Phone: (619) 390-2991  
Fax: (619) 390-1003  
[www.precisionelectricco.com](http://www.precisionelectricco.com)

### Proposed Change Order

---

03/23/2018

Dehesa School District  
4612 Dehesa Rd.  
El Cajon, California 92019  
Phone: 619-444-2105  
Fax: 619-444-2161

Attn: Anna Buxbaum

Project Name: Dehesa School Bus Gate  
Project Number: 18008  
Description: Saw Cut, Patch Back and Run Conduits Across Driveway for Bus Gate  
Subject: Dehesa School Bus Gate  
PCO No.: 03  
RE:

G.A. Abell, Inc. dba Precision Electric Company has reviewed the above referenced change(s) and we have determined that our work is impacted as follows:

<b>Net Amount of this Proposed Change:</b>	<b>\$1,700.00</b>
<b>Schedule Impact:</b>	<b>To Be Determined</b>
<b>Proceeded with proposed work:</b>	<b>No</b>
<b>Response due date:</b>	<b>04/02/2018</b>

---

This proposal is based on the Terms and Conditions as follows:

**Description of work:**

Saw Cut, Patch Back and Run Conduits Across Driveway for Bus Gate

**Inclusions:**

saw cut driveway, Patch back the asphalt, run (1)1" & (1)2" conduit across the driveway to the new gate motor location

---

If you have any questions, please contact G.A. Abell, Inc. dba Precision Electric Company as soon as possible. This proposal remains in effect for 30 days.

Sincerely,

3/26/2018

Dehesa Elementary School District Mail - Saw Cut, Patch Back and Run Conduits Across Driveway for Bus Gate

Adam Cox  
Estimating  
G.A. Abell, Inc. dba Precision Electric Company  
(619) 966-9663

**Enclosure** (click link to download):

[18008 - PCO#03.pdf](#) 87 KB

AC/ac

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 **Trimble ConstructJob**

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## Add 2" Conduit to Bus Gate

1 message

pco@pecsd.com <pco@pecsd.com>  
To: anna.buxbaum@dehesasd.net

Fri, Mar 23, 2018 at 8:02 AM



4612 Dehesa Rd.  
El Cajon, California  
92019  
Phone: (619) 390-2991  
Fax: (619) 390-1003  
[www.precisionelectricco.com](http://www.precisionelectricco.com)

---

### Proposed Change Order

03/23/2018

Dehesa School District  
4612 Dehesa Rd.  
El Cajon, California 92019  
Phone: 619-444-2105  
Fax: 619-444-2161

Attn: Anna Buxbaum

Project Name: Dehesa School Bus Gate  
Project Number: 18008  
Description: Add 2" Conduit to Bus Gate  
Subject: Dehesa School Bus Gate  
PCO No.: 01  
RE:

G.A. Abell, Inc. dba Precision Electric Company has reviewed the above referenced change(s) and we have determined that our work is impacted as follows:

<b>Net Amount of this Proposed Change:</b>	<b>\$2,294.00</b>
<b>Schedule Impact:</b>	<b>To Be Determined</b>
<b>Proceeded with proposed work:</b>	<b>Yes</b>
<b>Response due date:</b>	<b>04/02/2018</b>

---

This proposal is based on the Terms and Conditions as follows:

**Description of work:**  
Add 2" Conduit to Bus Gate

**Inclusions:**  
Stubbing a 2" conduit from existing electric panel to just outside new gate motor.

---

If you have any questions, please contact G.A. Abell, Inc. dba Precision Electric Company as soon as possible. This proposal remains in effect for 30 days.

Sincerely,

Adam Cox

3/26/2018

Dehesa Elementary School District Mail - Add 2" Conduit to Bus Gate

Estimating  
G.A. Abell, Inc. dba Precision Electric Company  
(619) 966-9663

**Enclosure** (click link to download):

[18008 - PCO#01.pdf](#) 87 KB  
AC/ac



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board and  
Supt. Nancy Hauer

**From:** Anna Buxbaum

**Subject:** Approve Request Change  
Order request for Marquee  
Project

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

On March 8, 2018 the Dehesa School District Governing Board approved a contract with Precision Electric for the Electrical Service to Marquee Project. It was recommended that an additional 2-inch conduit be laid for future utility needs.

**Report:**

A change order has been issued for the additional conduit.

**Financial Impact:**

The cost of the change order is \$2,315.00 from the Building Fund.

**Student Impact:**

N/A

**Recommendation:**

Administration recommends approval of the change order for additional conduit to the marquee site.

**Agenda Item #: VII.C.11**



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## Add 2

1 message

pco@pecsd.com <pco@pecsd.com>  
To: anna.buxbaum@dehesasd.net

Fri, Mar 23, 2018 at 8:05 AM



4612 Dehesa Rd.  
El Cajon, California  
92019  
Phone: (619) 390-2991  
Fax: (619) 390-1003  
[www.precisionelectricco.com](http://www.precisionelectricco.com)

---

### Proposed Change Order

03/23/2018

Dehesa School District  
4612 Dehesa Rd.  
El Cajon, California 92019  
Phone: 619-444-2105  
Fax: 619-444-2161

Attn: Anna Buxbaum

Project Name: Dehesa School Marquee  
Project Number: 18008  
Description: Add 2" Conduit to New Sign  
Subject: Dehesa School Marquee  
PCO No.: 02  
RE:

G.A. Abell, Inc. dba Precision Electric Company has reviewed the above referenced change(s) and we have determined that our work is impacted as follows:

<b>Net Amount of this Proposed Change:</b>	<b>\$2,315.00</b>
<b>Schedule Impact:</b>	<b>To Be Determined</b>
<b>Proceeded with proposed work:</b>	<b>Yes</b>
<b>Response due date:</b>	<b>04/02/2018</b>

---

This proposal is based on the Terms and Conditions as follows:

**Description of work:**  
Add 2" Conduit to New Sign

**Inclusions:**  
Stubbing a 2" conduit from grass area in front of the electric room to just outside the new sign.

---

If you have any questions, please contact G.A. Abell, Inc. dba Precision Electric Company as soon as possible. This proposal remains in effect for 30 days.

Sincerely,

Adam Cox

3/26/2018

Dehesa Elementary School District Mail - Add 2

Estimating  
G.A. Abell, Inc. dba Precision Electric Company  
(619) 966-9663

**Enclosure** (click link to download):

[18008 - PCO#02.pdf](#) 87 KB

AC/ac



# DEHESA SCHOOL DISTRICT

**To:** Members of the Board and  
Supt. Nancy Hauer

**From:** Anna Buxbaum

**Subject:** Approve Resolution to Utilize  
South County Support  
Services Agency Bid 14005

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:**

Public Contract Code Section 20118 authorizes school districts to utilize other public agency competitively bid contracts, generally known as using a "piggyback" bid.

**Report:**

Dehesa School District awarded a competitively bid contract to Creative Bus Sales for the procurement of a school bus at a competitive price. It is in the best interest of the District to award a contract to Creative Bus Sales pursuant to the South County Support Services Agency Bid No. 14005 ("piggyback" bid), valid through March 12, 2019 for the procurement of a school bus as specified under the terms and conditions of the contract awarded by South County Support Services Agency.

**Financial Impact:**

N/A

**Student Impact:**

N/A

**Recommendation:**

Administration recommends approval of the resolution to utilize the South County Support Agency "piggyback" bid number 14005 to procure a school bus through Creative Bus Sales.

**Agenda Item #: VII.C.12**

# SOUTH COUNTY SUPPORT SERVICES AGENCY

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MINUTES  
BOARD OF DIRECTORS  
Regular Meeting  
February 7, 2018

## PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschorn at 9:05 A.M.

## ATTENDANCE...

Orin Hirschorn, President  
Jeff Percell, Vice President  
Shelly Manser, Clerk  
Victor Villar, Member  
Reatha Martinez, Member  
Dennis Divine, Member  
Dan Conway, Member  
Sandra Robles, Agency Director  
Maricela Ordoñez, Business Manager  
Lynn Hill, Administrative Assistant

**ADOPTED**  
**DATE** March 12, 2018

## ...PUBLIC PRESENTATION – NONE

**Amend Agenda to Show “Future Item – First Interim” corrected to read “Future Item – Second Interim**

Motion to approve amending Agenda with correction to Future Item to read “Future Item – Second Interim

MSC: Shelly Manser, Jeff Percell

Yes: 7 No: 0



**CONSENT ITEMS... 1381**

**1381.2 THRU 1381.4 CONSENT ITEMS**

Motion to approve consent items of the Regular Meeting of the Board of Directors

MSC: Jeff Percell, Shelley Manser

Yes: 7 No: 0

**DISCUSSION ITEMS...1382**

**1382.1 IT Update** – Director's report for the IT Department: IT installed a HDMI wireless transmitter for use in the conference room. This allows any device with an HDMI port to connect to the TV with a 30 foot range as well as the use of our existing TV and laptop. During the past month, our IT has pushed out a major Trend Micro update to protect against ransomware and other malicious malware. In addition, they have been working on implementing new DNS web filtering for inappropriate sites. The department has also been active installing new camera systems, setting up new Chromebook carts, setting up Rosetta Stone, participated in an E-rate walk through, assisting with conducting test runs for the CAASSP test and adding a wireless bridge for one district.

**A. Shop Rates Review** – A Maintenance/Shop Rate Analysis power point presentation was presented to the Board to review our current rates vs the current surrounding market rates. Proposed rates were introduced for FY 2018-2019 for Board consideration and discussion

**B. Field Trip Rate Review** – Field Trip Rate Analysis - Review the proposed annual field trip rate increases for Board consideration and discussion.

**1382.2 Board Policy Review** – The following Board Policies (BP) were reviewed:.

- BP 4000
- BP 4001
- BP 4002
- BP 4003
- BP 4004
- BP 4007a
- BP 4007b
- BP 4007R

It was suggested to eliminate BP 4007a, BP 4007b as they are incorporated in BP 4007. Legal counsel will be consulted as part of the review process, as needed.

**1382.3 FORM 700** – Form 700 is due no later than April 2, 2018. They can be submitted electronically through site designated by Fresno County Board of Supervisors.

**1382.4 Bid 14005 – Extension** - South County received a request from Creative Bus for a one year extension on Bid 14005.

**1382.5 Bid 170201 – Extension** – Creative Bus is requesting a one year extension on Bid 170201 for electric buses.

**ACTION ITEMS... 1383**

**1383.1 Bid 14005 Extension – Creative Bus Sales**

Motion for the Board of Directors to approve a one year extension of Bid 14005 with Creative Bus Sales to include a 2.5% increase in pricing

MSC: Jeff Percell, Shelley Manser

Yes: 7 No: 0

**1383.2 Bid 170201 Extension – Creative Bus Sales - Electric Buses**

Motion for the Board of Directors to approve a one year extension of Bid 170201 for electric buses with Creative Bus Sales, no increase in pricing

MSC: Jeff Percell, Shelley Manser

Yes: 7 No: 0

**MISCELLANEOUS ITEMS... 1384**

No Items

**ITEMS FROM THE BOARD MEMBERS...1385**

No Items

**FUTURE AGENDA ITEMS...1386**

March – Second Interim

**CLOSED SESSION...1387**

Motion for the Board of Directors of the South County Support Services Agency to adjourn to closed session at 9:54 A.M

MSC: Dan Conway, Dennis Divine

Yes: 7 No: 0

**Reconvene**

The Board of Directors of the South County Support Services Agency reconvened to regular session at 10:27 A.M.

MSC: Victor Villar, Shelley Manser

Yes: 7 No: 0



**CLOSED SESSION ACTION...1388**

**SECTION 54957**

Motion for the Board of Directors of the South County Support Services Agency to accept letter of resignation from employee #0622

MSC: Jeff Percell, Reatha Martinez

Yes: 7 No: 0

Motion for the Board of Directors of the South County Support Services Agency to accept letter of resignation from employee #7717

MSC: Dennis Divine, Dan Conway

Yes: 7 No: 0

Motion for the Board of Directors of the South County Support Services Agency for assignment of employee #3578

MSC: Reatha Martinez, Jeff Percell

Yes: 7 No: 0

**ADJOURNMENT...1389**

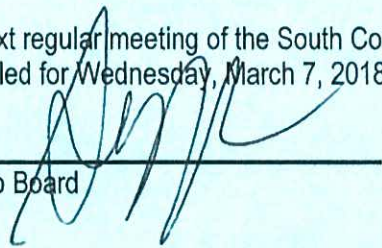
Motion to adjourn the Wednesday, February 7, 2018 regular meeting of the Board of Directors at 10:28 AM

MSC: Dan Conway, Reatha Martinez

Yes: 6 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, March 7, 2018 at 9:00 A.M

\_\_\_\_\_  
Clerk to Board



# INSTRUCTIONS TO BIDDERS

## SECURING DOCUMENTS:

Drawings and Specifications are available at:

**South County Support Services Agency  
16644 S. Elm Avenue  
Caruthers, CA 93609  
(559) 644-1000**

## **BID # 14005**

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form obtained from the Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the **Agency Director** who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.
5. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured



by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact the business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc., or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Vendor and to require Vendor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Agreement if awarded the Contract, and in case of refusal or failure to enter into said Agreement, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

6. To ensure accountability in warranty and after sales service any distributor submitting a bid must own and operate a minimum of one full-service maintenance facility in California. Additional services facilities throughout California are preferred. The Distributor owned facility must have been in full operation for a minimum of 12 consecutive months immediately preceding the date of the award.
7. The Distributor agrees to establish the South County Support Services Agency as an official authorized full-service after sales service and warranty facility.
8. Owner may purchase one or more School Bus(s). This is an indefinite quantity bid. All public school districts in all Counties in the State of California may purchase identical items at the same unit price under the terms and conditions of the Contract and pursuant to Public Contract Code section 20118, as amended by Chapter 730 of the Statutes of 2006 (A.B. 1967) for 365 days following **March 12, 2014**. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extensions shall not exceed five years from **March 12, 2014**.
9. Bids shall be sealed and filed at the location designated in the Notice to Bidders on **March 12, 2014 before 8:00 a.m.** on the clock designated by the Owner or its representative as the bid clock. Facsimile copies of the bid will not be accepted. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Notice to Bidders for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

#### **WITHDRAWAL OF BIDS:**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids. The Owner reserves the right to take more than 30 days to make a decision regarding the rejection of bids or the award of the Contract.

**OPENING OF BIDS:**

Bids will be opened on **March 12, 2014 at South County Support Services Agency, at 8:00 a.m.** as calculated by the clock designated by the Owner or its representative as the bid clock. Opening of bids shall be as soon after the hour set as will be possible. Any and all bidders will be permitted to attend.

**EXAMINATION OF CONTRACT:**

Before submitting a bid, bidders shall examine the drawings, read the specifications and the other Contract documents. Bidders shall fully inform themselves as to all requirements for the Contract and shall include in the bid a sum to cover all of the requirements. All bids shall be F.O.B. the delivery location, **South County Support Services Agency**. All costs for delivery and any packaging of School Bus(s) are the responsibility of Vendor and shall not be included in the bid.

**OR EQUAL:**

The use of a name of a manufacturer, or any special brand or make, in describing a product does not restrict bidders to that manufacturer or specific product. An equal of the named product will always be given due consideration. The "or equal" product must be equal or better in quality, utility and all other requirements to the manufacturers or brands Owner specified. Bidders must submit a request for substitution, supporting data and requested samples **5 days** before the bid opening. Samples are to be provided at bidders' cost. Samples may be destroyed during testing. If not destroyed, they may be returned, upon request, at bidders' expense. The make or brand and grade of the product must be stated in the bid form if it is not the specific product the Owner named. When the make or brand or grade is not stated, it is understood to be the specific product the Owner named.

**FORM OF AGREEMENT BETWEEN OWNER AND VENDOR:**

The form of Agreement between Owner and Vendor that the successful bidder will be required to execute, if awarded the Contract, is a part of this bid package.

**ADDENDA OR BULLETINS:**

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications, shall be covered in the bid, and shall be made a part of the Contract.

**EVIDENCE OF RESPONSIBILITY:**

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in performing the type of Contract required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its

decision awarding the proposed Contract. Failure to submit evidence of the bidder's responsibility to perform the proposed Contract may result in rejection of the bid.

**BIDDERS INTERESTED IN MORE THAN ONE BID:**

No person, firm or corporation shall be allowed to make or file or to be interested in more than one bid. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on material to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

**AWARD OF CONTRACT:**

Rejection of any or all bids, to contract with whomever and in whatever manner, to abandon the Contract entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may, at its sole discretion, require from the proposed successful bidder further evidence of its reasonable qualifications to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner and specified herein and shall be entered into by the successful bidder within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of the Contract at any time before the full execution of the Agreement between Owner and Vendor.

**EXECUTION OF AGREEMENT BETWEEN OWNER AND VENDOR:**

The Agreement between Owner and Vendor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the successful bidder does not comply with this paragraph, Owner may award the Contract to the next lowest bidder or otherwise proceed as allowed by law.

**INSPECTION:**

All products furnished under the Contract are subject to inspection and rejection. Vendor bears all expenses incurred in connection with furnishing products for inspection.

**PAYMENT:**

Payment to the Vendor on account of the Contract shall be made in accordance with the terms of the Contract.

**TAXES:**

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Vendor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the bid.

**EARLY TERMINATION:**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for payment under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order performance on the Contract to cease. The Owner will remain obligated to pay for the work already performed, but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

**TIME OF DELIVERY AND ACCEPTANCE; LIQUIDATED DAMAGES:**

Vendor agrees 240 days from the date of the purchase order as on-time delivery. Delivery shall be deemed complete only upon Owner's written acceptance of the School Bus(s).

AGREEMENT BETWEEN OWNER AND VENDOR

**BID # 14005**

This Agreement effective 4-2-2014, by and between South County Support Services Agency, Fresno County, California, hereinafter called the "Owner" and Creative Bus Sales hereinafter called the "Vendor".

**WITNESSETH:** That the Vendor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE.** The Vendor agrees to supply and deliver School Bus(s) free from any and all liens and claims, all in strict compliance with the drawings and specifications therefore and other Contract documents relating thereto. Any School Bus(s) ordered after the initial order will require only a purchase order from Owner to Vendor, which purchase order shall modify this Agreement.

**ARTICLE II. CONTRACT.** The Vendor and the Owner agree that the following documents constitute the Contract: Notice to Bidders, Instructions to Bidders, Bid Form, Bid Bond, Agreement between Owner and Vendor, Drawings, Specifications, addenda issued prior to bid, and other documents referred to in this Agreement. The Contract documents are complementary, and each obligation of the Vendor in any one shall be binding as if specified in all.

**ARTICLE III. TIME TO DELIVER AND WRITTEN ACCEPTANCE.** Time is of the essence in this Contract, and the time of delivery shall be within 240 days after full execution of this Agreement or Owner's forwarding a purchase order for additional School Bus(s) to Vendor, whichever is applicable; provided however that delivery shall be deemed completed only upon Owner's written acceptance of the School Bus(s).

If the Vendor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold payment, and to collect the interest thereon, which would otherwise be or become due the Vendor until the liability of the Vendor under this section has been finally determined. If the withheld amount is not sufficient to discharge all liabilities of the Vendor incurred under this Article, the Vendor shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

**ARTICLE IV. PAYMENT.** The Owner agrees to pay the Vendor in current funds for the performance of the Contract \_\_\_\_\_ (\$\_\_\_\_\_) ("Contract Sum") within 30 days after the later of the delivery of the School Bus(s), which is not deemed to be completed until Owner accepts the School Bus(s) in writing, and Vendor's submission of a satisfactory invoice.

**ARTICLE V. TERMINATION.** Owner reserves the right to terminate the Contract if Vendor fails to carry out any obligation, term, or condition of the Contract. Owner shall give 10 days written notice to Vendor to cure a default. If Vendor fails to cure within that time period to Owner's satisfaction, Owner may terminate the Contract.

**ARTICLE VI. INSPECTION.** School Bus(s) must conform to the specifications and other Contract documents and will be subject to Owner's inspection and written acceptance. Owner will inspect School Bus(s) within 10 days of it reaching South County Support Services Agency and if the School Bus(s) is acceptable, shall issue written acceptance within 1 day after the inspection. Owner reserves the right to reject, at Vendor's expense, the School Bus(s) if it fails to comply with the specifications and other Contract documents.

If another public school district desires to purchase School Bus(s) pursuant to Article X of this Agreement, the School Bus(s) shall be delivered to South County Support Services Agency for Owner's inspection for compliance with the specifications and other Contract documents. The Vendor shall pay a fee to the Owner in an amount of \$450.00 \_\_\_\_\_ per school bus ordered, less sales tax of the School Bus(s) ("Inspection Fee") in consideration of Owner's inspection of the School Bus(s). The Vendor agrees to pay the Owner the inspection fee within 30 days of the issuance of the purchase order. Owner will inspect School Bus(s) within 10 days of it reaching South County Support Services Agency and if the School Bus(s) is in compliance, shall issue a written determination of compliance within 1 day after the inspection. Owner reserves the right to reject, at Vendor's expense and without the other public school district's concurrence, the School Bus(s) if it fails to comply with the specifications and other Contract documents. The vendor agrees to provide the owner with an un-redacted copy of either Polk Registration Data and/or Cross-Sell quarterly showing all school bus sales in California.

**ARTICLE VII. WARRANTY.** Vendor warrants that the School Bus(s) will be free from all defects of materials and workmanship and shall be fit and sufficient for the purposes intended. Vendor shall replace defective materials and workmanship at no cost to Owner.

**ARTICLE VIII. OPERATIONS AND MAINTENANCE MANUALS.** Vendor shall provide Owner with all operations and maintenance manuals at the same time it provides the School Bus(s) to Owner.

**ARTICLE IX. INDEMNIFICATION AND RISK OF LOSS.** The Vendor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property resulting from or arising out of or in any way connected with the performance by the Vendor of the Contract or for any infringement of any patent rights, copyright or trademark of any person or persons in consequence of the use by Owner of the School Bus(s) provided pursuant to the Contract and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against Owner arising out of the performance by the Vendor of the Contract. This indemnification shall be in addition to any other indemnification provisions contained in the Contract.

Ownership and risk of loss of the School Bus(s) shall not transfer to Owner until Owner has paid the full price for the School Bus(s) and received in return signed and executed DMV documentation. Until transfer of ownership occurs, Vendor shall maintain sufficient liability insurance to insure against loss, damage, destruction, injury or death that may result while the

School Bus(s) is, among other things, being manufactured, transported, delivered, inspected and accepted. Ownership and risk of loss do not transfer to Owner if the School Bus(s) is delivered pursuant to Article VI and Article X, and Vendor shall maintain sufficient liability insurance to insure against loss, damage, destruction, injury or death that may result until removed by Vendor or the other public school district from South County Support Services Agency.

#### **ARTICLE X. PIGGYBACK CLAUSE.**

A. All public school districts in all Counties in the State of California ("Other Agency (ies)") may lease or purchase School Bus(s) at the same price under the terms and conditions of this Contract and Public Contract Code section 20118, as amended by Chapter 730 of the Statutes of 2006 ("A.B. 1967") for 365 days following the date of the award of this Contract. Vendor shall promptly inform Owner in writing of all agreements by contract, lease, requisition, or purchase order for leases or purchases authorized by Other Agencies under the terms and conditions of this Contract and Public Contract Code section 20118, as amended by A.B. 1967, and of School Bus(s) expected delivery date to South County Support Services Agency for inspection. Vendor shall provide for final delivery of School Bus(s) to Other Agency, or shall ensure that School Bus(s) is accepted and removed from South County Support Services Agency. If not removed from South County Support Services Agency within 10 days of Owner's completion of inspection, Owner may remove and sell School Bus(s) and keep an amount of the proceeds of the sale to compensate for the Inspection Fee and all other costs incidental to the storage and sale of School Bus(s), or may store School Bus(s) and back-charge Vendor for costs incurred in storage and transportation. Owner may also take any other action in order to cover costs owed. Owner maintains the right to cancel the provisions of Article X at any time without cause.

B. All documents, warrants or checks shall be delivered to South County Support Services Agency.

C. Contract prices and terms for piggyback purposes remain firm for 365 days following the date of the award of this Contract. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extensions shall not exceed five years from the date of the award of this Contract.

D. Failure or refusal of Vendor to pay the Inspection Fee is grounds for termination of this Contract, including the piggyback provision. If this Contract is terminated for this or any other reason, Vendor shall give notice of such termination to Other Agencies that are piggybacking pursuant to the Contract.

E. Owner makes no representation that the use of this Contract by any Other Agency is, in fact, authorized by law. Vendor and Other Agency should seek their own independent legal determination as to the lawfulness of this Contract.

**ARTICLE XI. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Vendor, unless such agreement is



expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIII. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XIV. BINDING EFFECT.** Vendor, by execution of this Agreement, acknowledges that Vendor has read this Agreement and the other Contract documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Vendor and the Owner and their respective successors and assigns.

**ARTICLE XV. SEVERABILITY.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**ARTICLE XVI. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by Owner's Board.

**ARTICLE XVII. ASSIGNMENT OF CONTRACT.** The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the Owner.

**ARTICLE XVIII. SAFETY REGULATIONS.** School Bus(s) shall comply with all applicable safety ordinances, regulations, and statutes.

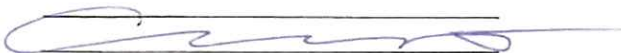
**ARTICLE XIX. LAW AND VENUE.** The Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state court located in Fresno County, California.

**ARTICLE XX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE XXI. NO WAIVER.** No action of failure to act by the Owner shall constitute a waiver of a right or duty afforded it under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.


**(VENDOR)**

\_\_\_\_\_  
Creative Bus Sales  
\_\_\_\_\_  
13501 Benson Avenue  
\_\_\_\_\_  
Chino, CA 91710  
\_\_\_\_\_



SIGNED BY (Vendor) Anthony Matijevich

**(OWNER)**



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED BY (Owner)

**NOTE:** Vendor must give the full business address of the Vendor and sign with Vendor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president, or any vice president, and then followed by a second signature by the secretary, assistant secretary, and the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

# BID FORM

**BID # 14005-A**

DATE: March 7, 2014

SOUTH COUNTY SUPPORT SERVICES AGENCY

WE RESPECTFULLY SUBMIT FOR YOUR CONSIDERATION OUR BID TO SUPPLY  
AND DELIVER One or more **SCHOOL BUS(S)** AS FOLLOWS:

CHASSIS: <u>Duel rear wheel</u>	MODEL: <u>4500</u>	
MAKE : <u>General Motors</u>	YEAR OF MANUFACTURE: <u>2014</u>	
WHEELBASE: <u>159"</u>	ENGINE: <u>V-8 gasoline</u>	HP: <u>300</u>
BODY MAKE: <u>Starcraft</u>	MODEL: <u>Quest</u>	CAPACITY: <u>21</u>
TRANSMISSION: <u>Automatic</u>		<u>20</u> AMBULATORY
		<u>1</u> WHEELCHAIR

CASH PURCHASE PRICE:	\$ <u>68,939.00 per bus</u>
STATE SALES TAX:	\$ <u>5,670.23</u>
2007 CA TIRE TAX:	\$ <u>10.50</u>
<b>TOTAL BID:</b>	<b>\$ <u>74,619.73</u></b>

Escalator for each subsequent  
year: [Owner to fill in] Up to 5%

I/WE HAVE EXAMINED THE DETAILED MINIMUM SPECIFICATIONS AND GUARANTEE THIS BID TO BE IN ACCORDANCE THEREWITH. THE ABOVE PRICE INCLUDES ALL DEALER PREP, PRE-DELIVERY SERVICE, NECESSARY LETTERING, F.O.B. DELIVERY, AND DOCUMENTATION FEE.

If written Notice of Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of Agreement present in the Contract documents in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Creative Bus Sales, 13501 Benson Avenue in Chino, California, 91710.

Phone: 909.465.5528; Fax: 909.465.5529; E-mail: joea@creativebussales.com

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name	<u>Anthony Matijevich</u>
Title	<u>President</u>
Name of Company	<u>Creative Bus Sales, Inc.</u>
Business Address	<u>13501 Benson Avenue</u>
	<u>Chino, CA 91710</u>
Telephone Number	<u>909.465.5528</u>

State of Incorporation, if Applicable California

(X) Evidence of authority to bind corporation is attached.

Dated: March 10, 2014

Signed



Additional Signature Lines if Applicable:

Print or Type Name	Terry McCrea
Title	Chief Financial Officer
Name of Company	Creative Bus Sales, Inc.
Business Address	13501 Benson Avenue
	Chino, CA 91710
Telephone Number	909.465.5528


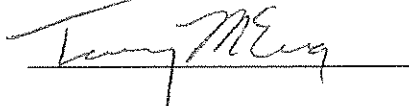
Dated: March 10, 2014

Signed  \_\_\_\_\_

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**Resolution of Board of Directors of  
Creative Bus Sales, Inc., a California Corporation**

- (1) RESOLVED, that any one of the officers of this corporation named below are authorized to execute contracts on the behalf of the corporation;
- (2) FURTHER RESOLVED, that the officers referred to in the foregoing resolution are as follows:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Anthony Matijevich, Jr.	President	
Terry McCrea	CFO	

FURTHER RESOLVED, that vendors of the corporation are authorized to rely upon the aforesaid resolutions until receipt of written notice of any change.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the Board of Directors of Creative Bus Sales, Inc. at a meeting duly called and held at Chino, California on the 22nd day of January, 2008 at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation, that the officers named in said resolution have been duly elected or appointed, and are the present incumbents of, the respective offices set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.

  
Secretary, Victoria Matijevich



**BRAKKE-SCHAFNITZ INSURANCE BROKERS, INC.**



**SIGNATURE INSURANCE GROUP AGENCY**

PROFESSIONAL INSURANCE SERVICES SINCE 1969

March 5, 2014

Joe Angeli  
Creative Bus Sales, Inc.  
13501 Benson Ave.  
Chino, CA 91710

Re: Bid Bond  
Surety: Great American Insurance Company  
Bid Estimate: \$100,000.00

Dear Joe:

I am pleased to enclose your Bid Bond for your Bid to the South County Support Services Agency, for Bid No. 14005-A - One School Bus. Please have the Bond signed by an authorized representative of your company, where indicated, and forward to the Obligee along with your other paperwork for this bid.

Should your bid exceed the bid estimate noted above by more than ten (10) percent, please notify us so that we may inform the surety, and obtain approval for the increase.

Once the bids have been opened, please notify us within five (5) days of the bid results so we may properly inform the surety. Your prompt attention to this matter is most appreciated. Should you have any questions or need any additional information, please don't hesitate to call us. Thank you for this opportunity to be of service.

Best regards,

Brad L. Settgast  
Surety Account Manager  
Direct Line (949)365-5121  
Facsimile (949)365-0740  
e-mail bsettgast@brakkeschafnitz.com



# BID BOND

BID #14005-A

KNOW ALL MEN BY THESE PRESENTS that we the undersigned CREATIVE BUS SALES, INC., as Principal, and GREAT AMERICAN INSURANCE COMPANY, as Surety, are held and firmly bound unto the SOUTH COUNTY SUPPORR SERVICES AGENCY "Owner" in the sum of **Ten Percent of the Total Amount of the Bid** Dollars (**\$10%**) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing to supply and deliver One School Bus [item] in strict accordance with the Contract.

NOW, THEREFORE,

- a. If said bid shall be rejected; or, in the alternative,
- b. If said bid shall be accepted and the Principal shall executed and deliver a contract in the form of Agreement attached hereto properly completed in accordance with said bid, and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 5<sup>th</sup> day of March, 2014, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Notary Seal)

CREATIVE BUS SALES, INC.

(Principal)

**13501 Benson Ave.**

**Chino, CA 91710**

(Business Address)



GREAT AMERICAN INSURANCE COMPANY

(Corporate Surety)

**950 Tower Lane, Suite 340**

**Foster City, CA 94404**

(Business Address)

By:



**Matthew F. Schafnitz**

**Attorney-in-Fact**

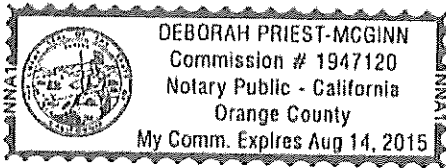
The rate or premium of this bond is \$0.00 per thousand, the total amount of premium charged is, \$ 0.00.

(The above must be completed by Corporate Surety).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange }

On **March 5, 2014** before me, **Deborah Priest-McGinn**, Notary Public  
personally appeared **Matthew F. Schafnitz**



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document:                      Number of Pages:

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

- Individual
- Corporate Officer – Title(s):
- Partner -  Limited     General
- Attorney-in-Fact
- Guardian or Conservator
- Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER

Signer's Name:

- Individual
- Corporate Officer – Title(s):
- Partner -  Limited     General
- Attorney-in-Fact
- Guardian or Conservator
- Other :

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

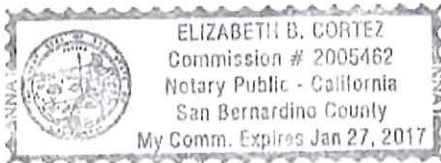
State of California

County of San Bernardino }

On 3/7/14 before me, Elizabeth B Cortez  
Date Here Insert Name and Title of the Officer

personally appeared Terry McCrean  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Bid Bono

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Terry McCrean Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): CFO  Corporate Officer — Title(s): \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14803

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES G. BRAKKE	ALL OF	ALL
MATTHEW F. SCHAFNITZ	LAGUNA NIGUEL,	\$100,000,000.00
FRANCINE L. HEBERT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **28TH** day of **AUGUST**, 2012  
Attest **GREAT AMERICAN INSURANCE COMPANY**



*[Signature]*  
Assistant Secretary

*[Signature]*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **28TH** day of **AUGUST**, 2012, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*[Signature]*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **5th** day of **March**, 2014



*[Signature]*  
Assistant Secretary



# SPECIFICATIONS

## Bid #14005-A

**School Bus Bid**

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of manufacture. Additionally, the South County Support Service Agency (SCSSA) is requiring the following supplementary specifications. Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of the SCSSA.

Bus shall be delivered within 180 days from the date of order, F.O.B. Destination to SCSSA. Prior to delivery, the bus shall be prepared for California Highway Patrol inspection and certification.

Minimum Specifications Required	Specifications furnished
New school bus capable of transporting up to 21 passengers in a proper and safe manner. Bidder must be a valid franchised dealer in the State of California for the unit(s) bid. Bus must be new with transportation miles only. No alternative bids will be accepted.	Year: 2013 or newer Manufacturer: Starcraft/GM Capacity: 21
<b>Vehicle Dimensions</b> G.V.W.R.: Minimum 11,500 lbs. Minimum wheelbase: 138" Maximum overall length: 271" Maximum overall width: 96" Maximum overall height: 115" Minimum headroom: 73"	G.V.W.R.: 12,300 lbs. Wheelbase: 159" Overall length: 265" Overall width: 96" Overall height: 115" Headroom: 73"

**Specifications**

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide aisle from the entrance door to emergency door.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door, one mounted forward and one aft.	Comply
Back-up alarm	Bus shall be equipped with back-up alarm with a minimum of 97db.	Comply
Bumper - Rear	Shall be formed steel and shall wrap around corners of bus.	Comply
Chassis	General Motors or Ford chassis with the following: <ul style="list-style-type: none"> <li>• Four-wheel disc brakes</li> <li>• Spring suspension</li> <li>• Minimum 4.8L V8 gasoline engine</li> <li>• Minimum 125 amp alternator</li> <li>• Six LT225/75R16D tires</li> <li>• Automatic transmission</li> <li>• Six 16" X 6" disc wheels</li> </ul>	Comply
Color	Exterior shall be National School Bus Yellow, with white roof, yellow wheels, black guard rails and black window frames.	Comply
Construction	The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture.  There shall be a ½" plywood sub-floor above the floor pan.	Comply
Dimensions	Exterior width 96", interior width 90", and interior height with a minimum of 73".	Comply
Doors	Service Door: Service door shall be electrically operated and outward opening. All passenger doors shall be equipped with padding at the top edge of each door opening.  Lift Door: Single lift door mounted in right side rear.	Comply
Electrical	Body electrical circuits shall be protected by fuses.	Comply



Item	Minimum Specifications Required	Specifications furnished
	A noise suppression switch, to temporarily disable passenger heater, passenger air-conditioning, fan and radio shall be provided.	Comply
Emergency Exits	<p>Emergency Door: There shall be an emergency door located in the center rear of the bus. Door to be equipped with vandal lock with starter interlock. Include an audible buzzer that sounds and a pilot light in the driver's area that activates when latch is moved toward open position.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position.</p> <p>Roof hatch: A combination roof hatch emergency exit shall be installed in the center of the passenger compartment.</p>	Comply
Fenderettes and Mud Flaps	<p>The rear wheel openings shall be equipped with rubber fenderettes.</p> <p>Mud flaps shall be installed behind the front and rear wheels.</p>	Comply
First Aid Kit, Body Fluid Kit and Triangle Flares	Bus shall be equipped with a first aid kit, a body fluid clean-up kit and a set of three triangle flares.	Comply
Fire Extinguishers	Bus shall be equipped with two dry-type 2½ lb. fire extinguishers.	Comply
Floor Covering	Floor covering shall be heavy-duty rubber or vinyl. The entrance steps shall be covered with pebble tread or comparable non-slip material.	Comply
Guard Rails	Four guard rails to be supplied and are to be located just below the windows, seat cushion level, floor level and at the bottom of the skirt.	Comply
Heater and Air Conditioning	<p>Front: Supplied by the chassis manufacturer.</p> <p>Passenger compartment heater shall be a minimum of 30,000 BTUs.</p> <p>Passenger compartment air-conditioning system shall be installed into the rear bulkhead. System will have a minimum 40,000 BTU evaporator and a ten cubic-inch compressor.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Instruments Gauges & Switches	The body function switches shall be located below dash level for easy and safe access. The chassis instruments and gauges to be located within easy view of the seated driver.	Comply
Insulation	Ceiling, sides, and rear panels shall be insulated properly to deaden sound, reduce vibration, and provide a thermal barrier.	Comply
Interior	All interior panels to have lapped edges. Interior side panels to be embossed aluminum and shall extend from the window line to the floor.	Comply
Labels and Certificate Holder	<p>The bus shall be lettered and numbered to comply with Federal and State regulations.</p> <p>One certificate holder measuring 6" X 9" shall be mounted on the front bulkhead.</p>	Comply
Lamps and Signals	<p>Lights and signals to include:</p> <ul style="list-style-type: none"> <li>• LED Cluster lights - three amber front and three red rear</li> <li>• LED Marker - two front and two rear</li> <li>• LED Stop/Tail lights - two right rear and two left rear</li> <li>• LED back up lamps – one clear lens left rear and one right rear</li> <li>• Stepwell light - one light that operates with the ignition switch on and the entrance door open</li> <li>• Dome lights - one located over the driver's area and four over the passenger area. Passenger compartment dome lights are wired to battery</li> <li>• LED rear directional lights - one right and one left</li> <li>• Side directional lights - one right and one left</li> <li>• Warning lights - eight light system with black visors</li> <li>• Strobe light - strobe light with clear lens mounted over rear axle</li> <li>• Stop Arm – electric with incandescent lights</li> </ul>	Comply
Mirrors	Interior mirror to be 6" x 16" safety glass with protected edges.	Comply

Item	Minimum Specifications Required	Specifications furnished
	Rearview mirrors shall be remotely operated and heated with controls located in the driver's area. Cross view mirrors shall be heated.	Comply
Radio	Bus shall be equipped with an AM/FM/CD and four premium quality speakers.	Comply
Seats and Barriers	Passenger Seats: Seating for twenty seated passengers in flexible-capacity seats and one open wheelchair position. Two seats shall be equipped with integrated child seats (ICS). Include track-mounted seats to allow for three additional wheelchair positions. Driver's seat and seatbelt: As supplied by the chassis manufacturer. Barriers: Barriers and modesty panels, as required. Upholstery shall match seats.	Comply
Special needs equipment	Wheelchair lift with padded cover. Two occupant restraint systems with seven-point tiedowns and pouches. The tiedowns shall be retractable and have positive locks. The shoulder harness shall be retractable and adjustable. Shoulder track shall be installed above the windows.	Comply
Storage Compartment	An overhead storage compartment shall be located above the driver's area.	Comply
Stepwell	The stepwell shall include two full-depth steps.	Comply
Sun Visor	Visor to be supplied by the chassis manufacturer.	Comply
Warranty	Manufacturer's standard warranty	Comply
Windows	Two-piece passenger side windows with safety tempered and tinted glass.	Comply
Windshield	As supplied by the chassis manufacturer.	Comply
Windshield Wipers	As supplied by the chassis manufacturer.	Comply

## Additional approved options available

Item #	Description	Price
1.	Change to single rear wheel chassis with narrow-width bus body	(\$2,900)
2.	Decrease GVWR	(\$400)
3.	Increase GVWR	\$400
4.	Increase wheelbase down to 159"	\$400
5.	Increase wheelbase up to 195"	\$3,000
6.	Increase wheelbase up to 218"	\$4,000
7.	Increase wheelbase up to 276"	\$6,000
8.	Change chassis manufacturer to Ford	\$1,514
9.	Change chassis manufacturer to International	\$19,614
10.	Change chassis manufacturer to Hino	\$16,400
11.	Change to diesel powered drive train	\$13,616
12.	Change body manufacturer to TransTech	\$2,800
13.	Add charge-depleting hybrid package	\$44,000
14.	Add charge-sustaining hybrid package	\$28,000
15.	Add CNG package	\$35,000
16.	Add propane package	\$16,000
17.	Add drive-line retarder	\$9,300
18.	Add transmission retarder	\$5,500
19.	Add raised flat floor	\$458
20.	Change to activity bus	\$288
21.	Add exhaust brake	\$1,400
22.	Remove strobe light	(\$105)
23.	Add fog lights	\$88
24.	Remove acoustic-type perforated headliner	(\$214)
25.	Add brake interlock system	\$1,895
26.	Add or remove 30" seats	\$600
27.	Add or remove 36"/39" seats	\$750
28.	Add or remove 45" seats	\$850

Item #	Description	Price
29.	Add or remove barrier	\$150
30.	Add track and track mountings for passenger seats (per seat)	\$250
31.	Add ISO latch to passenger seat	\$75
32.	Add integrated child seat (ICS) to passenger seat (per seat)	\$300
33.	Add Safeguard Star seat	\$150
34.	Automatic tire chains	\$3,000
35.	Remove remote operated mirrors	(\$225)
36.	Remove heated mirrors	(\$40)
37.	LED eight light warning system	\$1,200
38.	LED stop arm	\$400
39.	LED strobe stop arm	\$300
40.	Remove LED lights	(\$200)
41.	Remove wheelchair lift, lift door and lift accessories	(\$3,900)
42.	Add or remove wheelchair station	(\$920)
43.	Add lift door	\$1,200
44.	Remove all wheelchair transportation equipment and increase capacity to 24 or 25 passengers	(\$4,262)
45.	112 db back-up alarm	\$112
46.	Digital color two-head camera system	\$1,700
47.	Additional camera heads for camera system (price per camera)	\$400
48.	Checkmate child safety system	\$245
49.	DVD player with flip down monitors	\$4,650
50.	Spare wheel	\$95
51.	Remove specified AC system	(\$1,100)
52.	Remove 40,000 BTU free-blow A/C system with single compressor	(\$400)
53.	60,000 BTU free-blow A/C system with single compressor	\$1,100
54.	68,000 BTU free-blow A/C system with dual compressors	\$2,200
55.	80,000 BTU free-blow A/C system with dual compressors	\$3,100
56.	Pre-trip inspection system (ship loose)	\$1,280

Item #	Description	Price
57.	Install pre-trip inspection system	\$1,500
58.	GPS/fleet management tracking system	\$1,190
59.	Additional passenger heater	\$355
60.	Add parcel racks (both sides)	\$1,200
61.	Add luggage compartment	\$400
62.	Change to manually-operated entrance door	No charge
63.	Increase engine warranty (price per year)	\$1,500
64.	Increase transmission warranty to five years/unlimited miles	\$900
65.	Increase chassis warranty (price per year)	\$1,900
66.	Increase body warranty (price per year)	\$1,900
67.	Add battery box	\$300
68.	Change to 170-amp alternator	\$1,100
69.	Change to dual 145-amp alternators	\$800
70.	Add air-ride suspension	\$4,960
71.	Add block heater	\$400
72.	Change wheel color to black, silver or white	No charge
73.	Back-up camera with monitor in mirror	\$1,600
74.	Install high-definition camera heads on surveillance system (per head)	\$600
75.		
76.		
77.		

# BID FORM

**BID # 14005-B**

DATE: March 7, 2014

SOUTH COUNTY SUPPORT SERVICES AGENCY

WE RESPECTFULLY SUBMIT FOR YOUR CONSIDERATION OUR BID TO SUPPLY  
AND DELIVER One or more **SCHOOL BUS(S)** AS FOLLOWS:

CHASSIS: <u>Duel rear wheel</u>	MODEL: <u>F-59</u>	
MAKE : <u>Ford</u>	YEAR OF MANUFACTURE: <u>2014</u>	
WHEELBASE: <u>158"</u>	ENGINE: <u>V-8 gasoline</u>	HP: <u>300</u>
BODY MAKE: <u>Starcraft</u>	MODEL: <u>Quest XL</u>	CAPACITY: <u>24</u>
TRANSMISSION: <u>Automatic</u>		<u>24</u> AMBULATORY
		<u>0</u> WHEELCHAIR

CASH PURCHASE PRICE:	\$ <u>113,820.00 per bus</u>
STATE SALES TAX:	\$ <u>9,361.69</u>
2007 CA TIRE TAX:	\$ <u>10.50</u>
<b>TOTAL BID:</b>	\$ <u><u>123,192.19</u></u>

Escalator for each subsequent  
year: [Owner to fill in] Up to 5%

I/WE HAVE EXAMINED THE DETAILED MINIMUM SPECIFICATIONS AND GUARANTEE THIS BID TO BE IN ACCORDANCE THEREWITH. THE ABOVE PRICE INCLUDES ALL DEALER PREP, PRE-DELIVERY SERVICE, NECESSARY LETTERING, F.O.B. DELIVERY, AND DOCUMENTATION FEE.

If written Notice of Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of Agreement present in the Contract documents in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Creative Bus Sales, 13501 Benson Avenue in Chino, California, 91710.

Phone: 909.465.5528; Fax: 909.465.5529; E-mail: joea@creativebussales.com

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.



The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

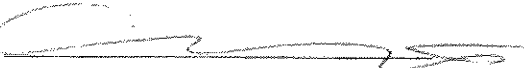
The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name	<u>Anthony Matijevich</u>
Title	<u>President</u>
Name of Company	<u>Creative Bus Sales, Inc.</u>
Business Address	<u>13501 Benson Avenue</u>
	<u>Chino, CA 91710</u>
Telephone Number	<u>909.465.5528</u>

State of Incorporation, if Applicable California

Evidence of authority to bind corporation is attached.


Dated: March 10, 2014

Signed 

Additional Signature Lines if Applicable:

Print or Type Name	<u>Terry McCrea</u>
Title	<u>Chief Financial Officer</u>
Name of Company	<u>Creative Bus Sales, Inc.</u>
Business Address	<u>13501 Benson Avenue</u>
	<u>Chino, CA 91710</u>
Telephone Number	<u>909.465.5528</u>

Dated: March 10, 2014

Signed  \_\_\_\_\_

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**Resolution of Board of Directors of  
Creative Bus Sales, Inc., a California Corporation**

- (1) RESOLVED, that any one of the officers of this corporation named below are authorized to execute contracts on the behalf of the corporation;  
(2) FURTHER RESOLVED, that the officers referred to in the foregoing resolution are as follows:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Anthony Matijevich, Jr.	President	
Terry McCrea	CFO	

FURTHER RESOLVED, that vendors of the corporation are authorized to rely upon the aforesaid resolutions until receipt of written notice of any change.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the Board of Directors of Creative Bus Sales, Inc. at a meeting duly called and held at Chino, California on the 22nd day of January, 2008 at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation, that the officers named in said resolution have been duly elected or appointed, and are the present incumbents of, the respective offices set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.

  
Secretary, Victoria Matijevich



**BRAKKE-SCHAFNITZ INSURANCE BROKERS, INC.**



**SIGNATURE INSURANCE GROUP AGENCY**

PROFESSIONAL INSURANCE SERVICES SINCE 1969

March 5, 2014

Joe Angeli  
Creative Bus Sales, Inc.  
13501 Benson Ave.  
Chino, CA 91710

Re: Bid Bond  
Surety: Great American Insurance Company  
Bid Estimate: \$125,000.00

Dear Joe:

I am pleased to enclose your Bid Bond for your Bid to the South County Support Services Agency, for Bid No. 14005-B - One School Bus. Please have the Bond signed by an authorized representative of your company, where indicated, and forward to the Obligee along with your other paperwork for this bid.

Should your bid exceed the bid estimate noted above by more than ten (10) percent, please notify us so that we may inform the surety, and obtain approval for the increase.

Once the bids have been opened, please notify us within five (5) days of the bid results so we may properly inform the surety. Your prompt attention to this matter is most appreciated. Should you have any questions or need any additional information, please don't hesitate to call us. Thank you for this opportunity to be of service.

Best regards,

Brad L. Settgast  
Surety Account Manager  
Direct Line (949)365-5121  
Facsimile (949)365-0740  
e-mail bsettgast@brakkeschafnitz.com

# BID BOND

BID #14005-B

KNOW ALL MEN BY THESE PRESENTS that we the undersigned CREATIVE BUS SALES, INC., as Principal, and GREAT AMERICAN INSURANCE COMPANY, as Surety, are held and firmly bound unto the SOUTH COUNTY SUPPORR SERVICES AGENCY "Owner" in the sum of Ten Percent of the Total Amount of the Bid Dollars (\$10%) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing to supply and deliver One School Bus [item] in strict accordance with the Contract.

NOW, THEREFORE,

- a. If said bid shall be rejected; or, in the alternative,
- b. If said bid shall be accepted and the Principal shall executed and deliver a contract in the form of Agreement attached hereto properly completed in accordance with said bid, and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 5<sup>th</sup> day of March, 2014, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Notary Seal)

CREATIVE BUS SALES, INC.

(Principal)

**13501 Benson Ave.**

**Chino, CA 91710**

(Business Address)

*Ty Men, CFO*

GREAT AMERICAN INSURANCE COMPANY

(Corporate Surety)

**950 Tower Lane, Suite 340**

**Foster City, CA 94404**

(Business Address)

By: *Matthew F. Schafnitz*  
**Matthew F. Schafnitz**  
**Attorney-in-Fact**

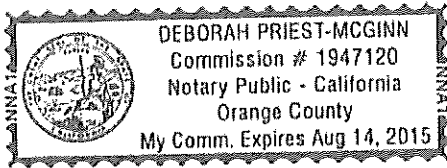
The rate or premium of this bond is \$0.00 per thousand, the total amount of premium charged is, \$ 0.00.

(The above must be completed by Corporate Surety).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange }

On **March 5, 2014** before me, **Deborah Priest-McGinn**, Notary Public  
personally appeared **Matthew F. Schafnitz**



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah Priest-McGinn  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document:                      Number of Pages:

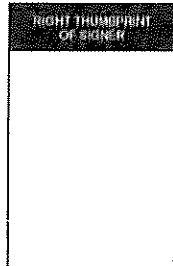
Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

- Individual
- Corporate Officer – Title(s):
- Partner -  Limited  General
- Attorney-in-Fact
- Guardian or Conservator
- Other:

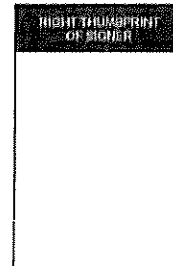
Signer is Representing:



Signer's Name:

- Individual
- Corporate Officer – Title(s):
- Partner -  Limited  General
- Attorney-in-Fact
- Guardian or Conservator
- Other :

Signer is Representing:





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

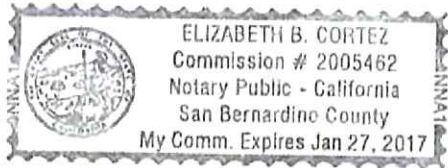
State of California

County of SAN BERNARDINO }

On 3/7/14 before me, Elizabeth B. Cortez  
Date Here Insert Name and Title of the Officer

personally appeared Terry McCREA  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Bio Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Terry McCreA Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): CFO  Corporate Officer — Title(s): \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14803

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES G. BRAKKE	ALL OF	ALL
MATTHEW F. SCHAFNITZ	LAGUNA NIGUEL,	\$100,000,000.00
FRANCINE L. HEBERT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **28TH** day of **AUGUST**, 2012  
Attest **GREAT AMERICAN INSURANCE COMPANY**



*[Signature]*  
Assistant Secretary

*[Signature]*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **28TH** day of **AUGUST**, 2012, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*[Signature]*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **5th** day of **March**, 2014



*[Signature]*  
Assistant Secretary

# SPECIFICATIONS

## Bid #14005-B

**School Bus Bid**

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, the South County Support Service Agency (SCSSA) is requiring the following supplementary specifications. Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of the SCSSA.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. The SCSSA will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
2014 or newer school bus capable of transporting up to 24 passengers in a proper and safe manner.  Acceptable manufacturers include Blue Bird, IC Corp., Starcraft, Thomas Built and TransTech.  Bidder must be a valid franchised dealer in the State of California for the unit(s) bid.  Bus must be new with transportation miles only.  No alternative bids will be accepted.	Year: 2014  Manufacturer: Starcraft/ Ford  Capacity: 24 passengers
<b>Vehicle Dimensions</b>  G.V.W.R.: Minimum 16,000 lbs.  Minimum wheelbase: 158"  Maximum overall length: 30'  Maximum overall width: 8'  Maximum overall height: 11'  Minimum headroom: 74"	G.V.W.R.: 16,000 lbs.  Wheelbase: 158"  Overall length: 30'  Overall width: 8'  Overall height: 11'  Headroom: 74"

**Chassis Specifications**

<b>Item</b>	<b>Minimum Specifications Required</b>	<b>Specifications furnished</b>
Accelerator Controls	Accelerator to be electrically operated.	Comply
Air Cleaner	Shall be a single-stage air cleaner, with replacement element. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 175 amps.	Comply
Axle, Front	Shall be heavy-duty "I" beam design. Minimum 6,500 lb. axle capacity.	Comply
Axle, Rear	Shall be a full-floating type and have a minimum gross weight capacity of 11,000 lbs.	Comply
Batteries	Shall be a minimum two 12-volt type Group 31 maintenance-free. A lock shall be provided for the battery box door.	Comply
Brakes	Air brakes or hydraulic four-wheel disc anti-lock brakes	Comply
Cooling System	Radiator to be heavy-duty construction with serpentine fins. Radiator to be mounted on shock absorbing cushions for easy service and extended life.	Comply
Cruise Control	Electronic cruise control	Comply
Design	Type B bus with front-mounted engine.	Comply
Drive Line	Driveline is booted and has a permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps. Guard to prevent damage to under carriage of bus in the event of failure.	Comply
Electrical	System shall be 12-volt with negative ground. All chassis circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex wiring system.	Comply
Engine	V-8 or V-10 gasoline engine. Maximum speed shall be limited to 65 mph.	Comply
Frame	All welded and bolted construction with 36,000 PSI yield strength.	Comply
Fuel System	40-gallon fuel tank.	Comply

Item	Minimum Specifications Required	Specifications furnished
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> <li>• Speedometer/Odometer</li> <li>• Oil pressure gauge</li> <li>• Water temperature gauge</li> <li>• Fuel gauge</li> <li>• Combination directional signal/headlight dimmer switch on steering column.</li> <li>• Hazard warning switch</li> <li>• Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit.</li> </ul>	Comply
Rust proofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty gas-pressurized shocks; two front and two rear.	Comply
Suspensions	Tapered multi-leaf front and rear spring suspensions.	Comply
Steering	Power TRW TAS-40 or comparable.	Comply
Tires	Single front and dual rear low-profile radial tubeless type tires.	Comply
Transmission	Five-speed automatic. The transmission shall have a capacity rating compatible with the power output of the engine furnished.	Comply
Wheels	Six 6" x 19.5" hub-piloted wheels. All wheels to be interchangeable.	Comply
Wiring	All chassis wiring to be color-coded and numbered and shall be routed through convoluted tubing for protection.	Comply

**Body Specifications**

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus.	Comply
Assist Rail	Front side and back side of stepwell.	Comply

Item	Minimum Specifications Required	Specifications furnished
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	<p>Exterior: Shall be National School Bus Chrome Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Chrome Yellow on both sides.</p> <p>Roof shall be white.</p>	Comply
Construction	The bus body shall be constructed of prime commercial quality aluminum or steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded.	Comply
Defrosters	Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.	Comply
Doors	<p>The entrance door shall be an air- or electric-operated outward opening, two-panel door. The entrance door shall include a vandal lock.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" pads located above the door opening.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>Interior body wiring shall be routed down the side of the bus, above the windows, and behind a removable cover.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply



Item	Minimum Specifications Required	Specifications furnished
Emergency Exits	<p>Emergency Door: There shall be one emergency door located on the rear of the bus. There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills.</p> <p>Emergency door and any required emergency windows shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency door shall be equipped with a vandal lock with starter interlock.</p> <p>Roof Hatch: One combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with warning buzzer. One inch of reflective material shall extend around the perimeter.</p>	Comply
Exterior Paneling	<p>Roof: The roof panels shall be one-piece (side to side),</p> <p>The exterior side panels shall be at least 20-gauge, flat sheet aluminum or steel. The side panels shall be primed on both sides before assembly.</p>	Comply
Fenderettes	The rear wheel openings shall be equipped with fenderettes.	Comply
Fire Extinguisher	Each bus shall be equipped with one dry-type chemical fire extinguisher.	Comply
First Aid Kit & Other Safety Equipment	Bus shall be equipped with a 24-unit first aid kit, a set of triangle flares and a hand held stop sign and vinyl pouch.	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty rubber or vinyl.</p> <p>The sub-floor shall be water resistant exterior-grade plywood.</p>	Comply
Guard Rails	Minimum of four guard rails to be supplied: One located below windows, one at seat cushion level, one located at floor level and one at bottom of skirt	Comply
Heaters	<p>Heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>The front heater shall be the chassis manufacturer standard and the rear heater shall have a minimum rating of 30,000 BTU's.</p>	Comply
Horns	Electric horn shall be provided.	Comply



Item	Minimum Specifications Required	Specifications furnished
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>One 6" X 9" certificate holder shall be installed in the front bulkhead area.</p>	Comply
Instruments Gauges & Switches	<p>The chassis instruments and gauges shall be located within easy view of the seated driver.</p>	Comply
Insulation	<p>Ceiling, sides, roof bows and rear panels shall be insulated to deaden sound, reduce vibration, and provide a thermal barrier.</p>	Comply
Interior	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 74".</p>	Comply
Lamps & Signals	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> <li>• Headlights: Single sealed beam halogen lights with daytime running lights</li> <li>• Cluster (LED): Three amber front and three red rear</li> <li>• Marker (LED): Two amber front corners and two amber rear corners.</li> <li>• Stop and tail (LED): One red right rear and one left rear.</li> <li>• Back up lamps (LED): One clear right rear and one left rear.</li> <li>• Stepwell: One minimum operating with entrance door open.</li> <li>• Dome: Up to six mounted over seats.</li> <li>• Driver's Dome: One mounted over driver's seat and operated with separate switch.</li> <li>• Directional Front: Chassis standard.</li> <li>• Directional Side lights: One amber right and one left.</li> <li>• Directional Rear (LED): One amber right rear and one left.</li> <li>• License plate light.</li> <li>• Stop Arm: Electric stop sign mounted rear.</li> <li>• Warning Lights: Halogen eight-light warning system, four amber and four red alternately flashing warning lights. Warning lights shall be equipped with black hoods.</li> </ul>	Comply

Item	Minimum Specifications Required	Specifications furnished
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	Interior mirror shall be 6" x 16" safety glass with protected edges. Exterior rear-view mirror assemblies heated and operated remotely from the driver's compartment.	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/CD with antenna and four interior speakers.	Comply
Seats and Barriers	Passenger Seats: Bus shall accommodate up to of twenty-four passengers in flexible-capacity seats with three-point passenger restraints. Two passenger seats shall have two integrated child safety seats per seat. Upholstery to be 42 oz. vinyl. Barriers: 45" high barriers with upholstery to match seats. Driver's seat: Manufacturer's standard. Driver's seat belt: three-point belt with height adjustment.	Comply
Special needs equipment	Lift door Braun or Ricon lift with padded lift cover Fire extinguisher mounted in lift area Floor and shoulder track to accommodate two wheelchair positions (seats mounted into track). Restraints shall be Sure-Lok or Q-Straint seven-point retractable tiedowns with mesh pouch, quantity of two sets. Dual compressor, dual condenser and dual evaporator system with a minimum of 68K BTUs.	Comply
Stepwell	Three-step entrance covered with black pebble tread rubber with white nosing	Comply
Storage	The driver's area shall have a locking storage compartment.	Comply
Sun Visor	Visor to be manufacturer's standard	Comply

Item	Minimum Specifications Required	Specifications furnished
Switch Panel	Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
Warranty	School Bus Warranty: A copy of the manufacturer's standard warranty shall be enclosed with and become a part of bid.	Comply
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass.	Comply
Windshield	Manufacturer's standard.	Comply
Windshield Washer	Manufacturer's standard.	Comply
Windshield Wipers	Manufacturer's standard.	Comply

**Approved Optional Items**

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
1.	Change to plug-in hybrid electric motor/controller drive system	\$90,000
2.	Change to charge-sustaining-type hybrid drive system	\$60,000
3.	Change to CNG drive train and fuel storage system	\$38,000
4.	Fuel fill for CNG, evacuation port and gauge package	\$1,800
5.	Change to LPG drive train and fuel storage system	\$18,500
6.	Change to electric motor and battery storage system	\$95,000
7.	Change to diesel engine	\$12,558
8.	Increase wheelbase up to 180"	\$1,200
9.	Increase wheelbase up to 200"	\$2,200
10.	Increase wheelbase up to 220"	\$3,200
11.	Increase wheelbase up to 240"	\$4,200
12.	Increase wheelbase over 240"	\$5,200
13.	Fire suppression system	\$4,800
14.	Non-Euro style mirrors	\$2,200
15.	Under floor wheelchair lift	\$14,000
16.	Increase capacity of axles/suspensions	\$2,800
17.	Change to two 8-D batteries	\$650
18.	Change to activity bus	\$450
19.	Adjustable pedals	\$440
20.	Strobe light	\$100
21.	Fog lights	\$60
22.	Remove acoustic-type perforated headliner	N/C
23.	Extend manufacturer's body warranty (price per year)	\$1,200
24.	Extend manufacturer's chassis warranty (price per year)	\$1,500

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
25.	Extend engine and engine electronics warranty (price per year)	\$1,500
26.	Extend manufacturer's transmission warranty (price per year)	\$600
27.	Extend standard towing warranty	\$300
28.	Electromagnetic retarder	\$9,360
29.	Transmission retarder	\$4,300
30.	Hand-control for retarder	\$1,200
31.	Increase alternator capacity	\$600
32.	Add second alternator	\$550
33.	Add or remove passenger seat	\$750
34.	Change to three-point activity seats	\$1,100/seat
35.	Add barrier	\$130
36.	Add track and track mountings for passenger seats (per seat)	\$250
37.	Add infant child restraint seat (ICS) to passenger seat (per seat)	\$300
38.	Add ISO Latch to passenger seat (per seat)	\$80
39.	Interior luggage racks (each side)	\$800
40.	Add exterior luggage compartment	\$800
41.	Aluminum wheels (each)	\$560
42.	Change wheel color to green black, silver or white	\$500
43.	80-gallon fuel tank	\$300
44.	100-gallon fuel tank	\$860
45.	Automatic tire chains	\$3,000
46.	Air-operated driver's seat	\$525
47.	Remove remote operation on mirrors	(\$200)
48.	Remove heated mirrors	(\$30)

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
49.	LED eight light warning system	\$1,200
50.	LED stop arm	\$425
51.	LED strobe stop arm	\$430
52.	Front-mounted stop arm	\$525
53.	Remove LED lights	(\$400)
54.	Wheelchair lift door, lights, buzzer and interlocks	(\$1,800)
55.	Wheelchair lift, pad and fire extinguisher	(\$2,800)
56.	Wheelchair station	\$920
57.	Wheelchair evacuation ramp	\$600
58.	112 DB. back-up alarm	\$65
59.	Cruise control	\$30
60.	Severe-duty package	\$435
61.	Digital color camera system (two camera heads)	\$1,700
62.	Additional camera heads for camera system (per head)	\$400
63.	Checkmate child safety system	\$145
64.	DVD Player with flip-down monitors	\$4,650
65.	Change tire size to 11R22.5 (quantity six)	\$700
66.	Add spare wheel	\$200
67.	Add spare tire	\$400
68.	Remove specified A/C system	(\$4,500)
69.	110,000 BTU air-conditioning system	\$8,500
70.	136,000 BTU air-conditioning system	\$13,000
71.	150,000 BTU air-conditioning system	\$18,000
72.	Transit compressor for air-conditioning system	\$3,500

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
73.	Side emergency door	\$429
74.	Change to air suspension	\$4,500
75.	Change to air brakes	\$1,800
76.	Add flat floor	\$380
77.	Roof hatch	\$320
78.	Pre-trip inspection system	\$1,248
79.	Install pre-trip inspection system	\$1,500
80.	GPS/fleet management tracking system	\$1,700
81.	Engine diagnostic software	\$1,950
82.	Diagnostic, storage, data retrieval device	\$1,550
83.	Connector cables	\$1,225
84.	Passenger heater	\$308
85.	Add block heater	\$308
86.	Add back-up camera system with monitor in mirror	\$1,600
87.	Change tires to Goodyear or Michelin	\$800
88.	Install high-definition camera heads on surveillance system (per head)	\$600
89.	Increase CNG tank package from three to four	\$5,700
90.		
91.		



# BID FORM

BID # 14005-C

DATE: March 7, 2014

SOUTH COUNTY SUPPORT SERVICES AGENCY

WE RESPECTFULLY SUBMIT FOR YOUR CONSIDERATION OUR BID TO SUPPLY  
AND DELIVER One or more **SCHOOL BUS(S)** AS FOLLOWS:

CHASSIS: <u>Dual Rear wheel</u>	MODEL: <u>Conventional</u>	
MAKE : <u>IC Bus</u>	YEAR OF MANUFACTURE: <u>2014</u>	
WHEELBASE: <u>170"</u>	ENGINE: <u>V-8 diesel</u>	HP: <u>200</u>
BODY MAKE: <u>IC Bus</u>	MODEL: <u>Conventional</u>	CAPACITY: <u>24</u>
TRANSMISSION: <u>Automatic</u>		<u>24</u> AMBULATORY <u>0</u> WHEELCHAIR

CASH PURCHASE PRICE:	\$ <u>118,920.00 per bus</u>
STATE SALES TAX:	\$ <u>9,781.17</u>
2007 CA TIRE TAX:	\$ <u>10.50</u>
<b>TOTAL BID:</b>	<b>\$ <u>128,711.67</u></b>

Escalator for each subsequent  
year: [Owner to fill in] Up to 5%

I/WE HAVE EXAMINED THE DETAILED MINIMUM SPECIFICATIONS AND  
GUARANTEE THIS BID TO BE IN ACCORDANCE THEREWITH. THE ABOVE PRICE  
INCLUDES ALL DEALER PREP, PRE-DELIVERY SERVICE, NECESSARY LETTERING,  
F.O.B. DELIVERY, AND DOCUMENTATION FEE.

If written Notice of Award of Contract is mailed, faxed, or delivered to the undersigned at any  
time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of  
such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form  
of Agreement present in the Contract documents in accordance with the specifications and bid as  
accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may  
be mailed, faxed, or delivered:

Creative Bus Sales, 13501 Benson Avenue in Chino, California, 91710.  
Phone: 909.465.5528; Fax: 909.465.5529; E-mail: joea@creativebussales.com

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time  
of bidding are included in the bid, and, in completing the Contract, they are to become a part  
thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name	<u>Anthony Matijevich</u>
Title	<u>President</u>
Name of Company	<u>Creative Bus Sales, Inc.</u>
Business Address	<u>13501 Benson Avenue</u>
	<u>Chino, CA 91710</u>
Telephone Number	<u>909.465.5528</u>

State of Incorporation, if Applicable California

Evidence of authority to bind corporation is attached.

Dated: March 10, 2014

Signed 

Additional Signature Lines if Applicable:

Print or Type Name	Terry McCrea
Title	Chief Financial Officer
Name of Company	Creative Bus Sales, Inc.
Business Address	13501 Benson Avenue
	Chino, CA 91710
Telephone Number	909.465.5528

Dated: March 10, 2014

Signed 

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**Resolution of Board of Directors of  
Creative Bus Sales, Inc., a California Corporation**

- (1) RESOLVED, that any one of the officers of this corporation named below are authorized to execute contracts on the behalf of the corporation;
- (2) FURTHER RESOLVED, that the officers referred to in the foregoing resolution are as follows:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Anthony Matijevich, Jr.	President	
Terry McCrea	CFO	

FURTHER RESOLVED, that vendors of the corporation are authorized to rely upon the aforesaid resolutions until receipt of written notice of any change.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the Board of Directors of Creative Bus Sales, Inc. at a meeting duly called and held at Chino, California on the 22nd day of January, 2008 at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation, that the officers named in said resolution have been duly elected or appointed, and are the present incumbents of, the respective offices set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.

  
Secretary, Victoria Matijevich



**BRAKKE-SCHAFNITZ INSURANCE BROKERS, INC.**



**SIGNATURE INSURANCE GROUP AGENCY**

PROFESSIONAL INSURANCE SERVICES SINCE 1969

March 5, 2014

Joe Angeli  
Creative Bus Sales, Inc.  
13501 Benson Ave.  
Chino, CA 91710

Re: Bid Bond  
Surety: Great American Insurance Company  
Bid Estimate: \$150,000.00

Dear Joe:

I am pleased to enclose your Bid Bond for your Bid to the South County Support Services Agency, for Bid No. 14005-C - One School Bus. Please have the Bond signed by an authorized representative of your company, where indicated, and forward to the Obligee along with your other paperwork for this bid.

Should your bid exceed the bid estimate noted above by more than ten (10) percent, please notify us so that we may inform the surety, and obtain approval for the increase.

Once the bids have been opened, please notify us within five (5) days of the bid results so we may properly inform the surety. Your prompt attention to this matter is most appreciated. Should you have any questions or need any additional information, please don't hesitate to call us. Thank you for this opportunity to be of service.

Best regards,

Brad L. Settgast  
Surety Account Manager  
Direct Line (949)365-5121  
Facsimile (949)365-0740  
e-mail bsettgast@brakkeschafnitz.com

# BID BOND

BID #14005-C

KNOW ALL MEN BY THESE PRESENTS that we the undersigned CREATIVE BUS SALES, INC., as Principal, and GREAT AMERICAN INSURANCE COMPANY, as Surety, are held and firmly bound unto the SOUTH COUNTY SUPPORR SERVICES AGENCY "Owner" in the sum of **Ten Percent of the Total Amount of the Bid** Dollars (**\$10%**) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing to supply and deliver One School Bus [item] in strict accordance with the Contract.

NOW, THEREFORE,

- a. If said bid shall be rejected; or, in the alternative,
- b. If said bid shall be accepted and the Principal shall executed and deliver a contract in the form of Agreement attached hereto properly completed in accordance with said bid, and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 5<sup>th</sup> day of March, 2014, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Notary Seal)

CREATIVE BUS SALES, INC.  
(Principal)  
**13501 Benson Ave.**  
**Chino, CA 91710**  
(Business Address)

*Ty McKey, CFO*

GREAT AMERICAN INSURANCE COMPANY  
(Corporate Surety)  
**950 Tower Lane, Suite 340**  
**Foster City, CA 94404**  
(Business Address)

By: *Matthew F. Schafnitz*  
**Matthew F. Schafnitz**  
**Attorney-in-Fact**

The rate or premium of this bond is \$0.00 per thousand, the total amount of premium charged is, \$ 0.00.

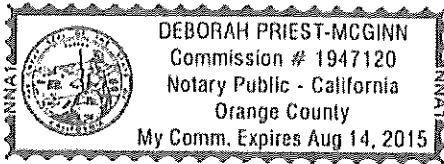
(The above must be completed by Corporate Surety).



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Orange }

On March 5, 2014 before me, Deborah Priest-McGinn, Notary Public  
personally appeared Matthew F. Schafnitz



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah Priest-McGinn  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name:

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Bernardino

On 3/7/14  
Date

before me, Elizabeth Cortez  
Here Insert Name and Title of the Officer

personally appeared Terry McCrea  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Bio Band

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Terry McCrea

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): CFO

Corporate Officer – Title(s): \_\_\_\_\_

Individual

Individual

Partner –  Limited  General

Partner –  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

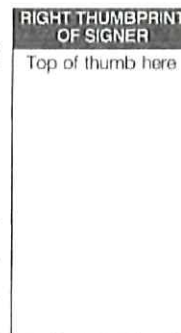
Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 14803

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES G. BRAKKE	ALL OF	ALL
MATTHEW F. SCHAFNITZ	LAGUNA NIGUEL,	\$100,000,000.00
FRANCINE L. HEBERT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of AUGUST 2012  
Attest  
GREAT AMERICAN INSURANCE COMPANY



*[Handwritten Signature]*  
Assistant Secretary

*[Handwritten Signature]*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of AUGUST, 2012, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*[Handwritten Signature]*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of March 2014



*[Handwritten Signature]*  
Assistant Secretary

# BID BOND

BID #14005-C

KNOW ALL MEN BY THESE PRESENTS that we the undersigned CREATIVE BUS SALES, INC., as Principal, and GREAT AMERICAN INSURANCE COMPANY, as Surety, are held and firmly bound unto the SOUTH COUNTY SUPPORR SERVICES AGENCY "Owner" in the sum of Ten Percent of the Total Amount of the Bid Dollars (\$10%) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing to supply and deliver One School Bus [item] in strict accordance with the Contract.

NOW, THEREFORE,

- a. If said bid shall be rejected; or, in the alternative,
- b. If said bid shall be accepted and the Principal shall executed and deliver a contract in the form of Agreement attached hereto properly completed in accordance with said bid, and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 5<sup>th</sup> day of March, 2014, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Notary Seal)

**CREATIVE BUS SALES, INC.**  
\_\_\_\_\_  
(Principal)  
**13501 Benson Ave.**  
**Chino, CA 91710**  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY**  
\_\_\_\_\_  
(Corporate Surety)  
**950 Tower Lane, Suite 340**  
**Foster City, CA 94404**  
\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
**Matthew F. Schafnitz**  
**Attorney-in-Fact**  
\_\_\_\_\_

The rate or premium of this bond is \$0.00 per thousand, the total amount of premium charged is, \$ 0.00.

(The above must be completed by Corporate Surety).



# SPECIFICATIONS

## Bid #14005-C

**School Bus Bid**

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of manufacture. Additionally, the South County Support Service Agency (SCSSA) is requiring the following supplementary specifications. Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of the SCSSA.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. SCSSA will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
2014 or newer school bus capable of transporting up to 24 passengers in a proper and safe manner.  Acceptable manufacturers include Blue Bird, IC Corp and Thomas Built.  Bidder must be a valid franchised dealer in the State of California for the unit(s) bid.  Bus must be new with transportation miles only.  No alternative bids will be accepted.	Year: 2014 or newer  Manufacturer: IC Bus Model: Conventional Capacity: 24 passengers
<b>Vehicle Dimensions</b>  G.V.W.R.: Up to 23,500 lbs. Wheelbase: Up to 180" Maximum overall length: Up to 30' Maximum overall width: 8' Maximum overall height: 11' Minimum headroom: 77"	G.V.W.R.: 23,500 lbs. Wheelbase: 170" Overall length: 26' Overall width: 8' Overall height: 11' Headroom: 77"

**Chassis Specifications**

Item	Minimum Specifications Required	Specifications furnished
Accelerator Controls	Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral.	Comply
Air Cleaner	Shall be a single-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 220 amps and provide at least 50% of the rated charge at engine idle.	Comply
Axle, Front	Shall be heavy-duty "I" beam design. Minimum 8,000 lb. axle capacity with greaseable tie rod ends.	Comply
Axle, Rear	Shall be a full-floating type and have a minimum gross weight capacity of 15,500 lbs.	Comply
Batteries	Shall be a minimum of two 12-volt Group 31 batteries. A lock shall be provided for the battery box door.	Comply
Brakes	Service brakes shall be a dual full air antilock brake system. Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of three air reservoirs. Air reservoir drain valves shall be manually operated and be located within the driver's compartment. System shall be S-cam design with long stroke front brake chambers and automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve. Bendix air dryer.	Comply
Cooling System	Radiator to be heavy-duty construction with serpentine fins. Radiator to be mounted on shock absorbing cushions for easy service and extended life. Constant-torque clamps on all radiator hoses.	Comply
Cruise Control	Electronic cruise control	Comply
Design	Type C bus with front-mounted engine. Body and chassis shall be manufactured and warranted by the same manufacturer.	Comply
Drive Line	Driveline is booted and has a permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps. Guard to prevent damage to under carriage of bus in the event of failure.	Comply

Item	Minimum Specifications Required	Specifications furnished
Electrical	System shall be 12-volt with negative ground. All chassis circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex wiring system.	Comply
Engine	200 horsepower minimum; 520 ft. lbs. torque minimum, electronically controlled eight-cylinder diesel powered engine. Maximum speed shall be limited to 65 mph.	Comply
Frame	All welded and bolted construction. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Frame rails shall not be notched, tapered, or cutout to provide clearance for engine or stepwell installation.	Comply
Fuel System	35-gallon fuel tank, fuel/water separator and fuel filler door with lock.	Comply
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> <li>• Speedometer/7-digit odometer</li> <li>• Tachometer/Hourmeter</li> <li>• Oil pressure gauge</li> <li>• Water temperature gauge</li> <li>• Fuel gauge</li> <li>• Dual air-pressure gauge</li> <li>• Combination directional signal/headlight dimmer switch on steering column.</li> <li>• Hazard warning switch</li> <li>• Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure.</li> </ul>	Comply
Rust proofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type; two 2 front and two 2 rear.	Comply
Suspension, Front and Rear	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 8,000 lbs. Rear air suspension with a minimum capacity of 15,500 lbs.	Comply



Item	Minimum Specifications Required	Specifications furnished
Steering	Integral full power with a tilt steering column and padded wheel.	Comply
Tires	Single front and dual rear low-profile 16-ply radial tubeless type tires.	Comply
Transmission	Allison PTS2500 5-speed automatic. The transmission shall have a capacity rating compatible with the power output of the engine furnished.	Comply
Wheels	Six 8.25" x 22.5" disc hub-piloted wheels. All wheels to be interchangeable.	Comply
Wiring	All chassis wiring to be color-coded and numbered and shall be routed through convoluted tubing for protection.	Comply

**Body Specifications**

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door, one mounted forward and one aft.	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 107 db in accordance with SAE-J-994b.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	Exterior: Shall be National School Bus Chrome Yellow.  Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.  Wheels shall be painted or powder-coated National School Bus Chrome Yellow on both sides.  Roof shall be painted white.	Comply

Item	Minimum Specifications Required	Specifications furnished
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded.</p>	Comply
Defrosters	<p>Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.</p>	Comply
Doors	<p>The service door shall be an air- or electric-operated outward opening, two-panel door.</p> <p>The entrance door shall include a vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" pads located above the door opening.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with an auxiliary power outlet.</p>	Comply
Emergency Exits	<p>Emergency Door: There shall be one emergency door located on the rear of the bus. There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills.</p> <p>Emergency door shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same.</p> <p>The emergency door shall be equipped with a vandal lock with starter interlock.</p> <p>Roof Hatch: One roof hatch; combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with warning buzzer. One inch of reflective material shall extend around the perimeter of the roof hatch.</p>	Comply
Exterior Paneling	<p>The roof and side panels shall be 20-gauge, zinc-coated steel. The panels shall be primed on both sides before assembly.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Fenderettes	The rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately three inches.	Comply
Fire Extinguisher	Each bus shall be equipped with one dry-type chemical fire extinguisher.	Comply
First Aid Kit & Other Safety Equipment	Bus shall be equipped with a 24-unit first aid kit, a set of triangle flares and a hand held stop sign and vinyl pouch.	Comply
Floor Covering and Sub-floor	Floor covering shall be heavy-duty rubber or vinyl. The sub-floor shall be water resistant exterior-grade 5/8" thickness plywood.	Comply
Guard Rails	Minimum of four guard rails to be supplied and located below windows, seat cushion level, at floor level and at bottom of skirt	Comply
Heater & Defrosters	<p>All heaters shall be of the copper coil design type with aluminum fins. The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall have a minimum rating of 30,000 BTU's and be located toward the rear area of the passenger compartment.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two two-speed electric fans shall be mounted above the windshield.</p>	Comply
Horns	Dual electric horns shall be provided.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>One 6" X 9" certificate holder installed on the front bulkhead area.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver.	Comply
Insulation	Ceiling, sides, roof bows and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier.	Comply
Interior	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 77".</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Lamps & Signals	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> <li>• Headlights: Single sealed beam halogen lights with daytime running lights</li> <li>• Cluster (LED): Three amber front and three red rear</li> <li>• Marker (LED): Two amber front and two amber rear.</li> <li>• Stop (LED): One red right rear and one red left rear.</li> <li>• Tail (LED): One red right rear and one red left rear.</li> <li>• Back up Lamps: Two clear lenses</li> <li>• Stepwell: One minimum operating with entrance door open.</li> <li>• Dome: Lights mounted over seats. Switch wired to battery.</li> <li>• Driver's Dome: Dome light mounted over driver's seat and operated with separate switch.</li> <li>• Directional Front: Chassis standard.</li> <li>• Directional Side lights: two amber LED lights.</li> <li>• Directional Rear (LED): One amber right and one amber left.</li> <li>• License plate light with metal housing.</li> <li>• Reflectors: Three on each side of bus, two on rear school bus.</li> <li>• Stop Arm: Electric stop sign mounted rear.</li> <li>• Warning Lights: Halogen eight-light warning system, four amber and four red alternately flashing warning lights. Warning lights shall be equipped with black hoods.</li> </ul>	Comply
Compartments	The driver's area shall have a locking storage compartment.	Comply
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior rear-view mirror assemblies heated and operated remotely from the driver's compartment. Crossview mirrors shall be heated.</p>	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable noise-producing accessories simultaneously, including heater blowers,	Comply

Item	Minimum Specifications Required	Specifications furnished
	auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	
Radio	Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.	Comply
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to of twenty-four passengers in flexible-capacity seats with three-point passenger restraints. Two passenger seats shall have two integrated child safety seats per seat. Upholstery to be 42 oz. vinyl.</p> <p>Barriers: 45" high barriers with upholstery to match seats.</p> <p>Driver's seat: Air operated with adjustable seat back and a right side arm rest.</p> <p>Driver's seat belt: Shall be a three-point belt with height adjustment.</p>	Comply
Special needs equipment	<p>Lift door.</p> <p>Wheelchair lift with padded lift cover.</p> <p>Fire extinguisher mounted in lift area.</p> <p>Floor and shoulder track to accommodate two wheelchair positions (seats mounted into track). Restraints shall be seven-point retractable tiedowns with one mesh pouch per set of tiedowns.</p> <p>Dual compressor, dual condenser and dual evaporator system with approximately 80K BTUs.</p>	Comply
Stepwell	<p>Three-step entrance covered with black pebbletread rubber with white nosing.</p> <p>A stepwell guard to protect the underside of the steps from road hazards shall be provided.</p>	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	Shall be mounted to the left of the driver with rocker switches for the electrical components.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's standard school bus warranty shall be enclosed with and become a part of bid.	Comply

Item	Minimum Specifications Required	Specifications furnished
Windows	Two-piece passenger side windows with safety tempered and tinted glass.	Comply
Windshield	The windshield area and window posts shall be painted glare-resistant, flat black.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels.	Comply

**Approved Optional Items**

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
1.	Charge-depleting hybrid electric motor/controller drive system	\$98,000
2.	Charge-sustaining type hybrid drive system	\$58,000
3.	CNG drive train and fuel storage system	\$55,000
4.	Dual fuel fills for CNG	\$1,600
5.	Change to I-6 diesel engine	\$3,558
6.	Increase engine HP up to 230	\$1,400
7.	Increase engine HP up to 245	\$2,800
8.	Add block heater	\$308
9.	Decrease wheelbase below 170"	(\$1,000)
10.	Increase wheelbase to 181" through 200"	\$1,000
11.	Increase wheelbase to 201" through 220"	\$2,000
12.	Increase wheelbase to 221" through 240"	\$3,000
13.	Increase wheelbase to 241" through 260"	\$4,000
14.	Increase wheelbase to over 261"	\$5,000
15.	Fire suppression system	\$4,800
16.	Non-Euro style mirrors	\$2,200
17.	Under floor wheelchair lift	\$14,000
18.	Remove air drains from drivers area	(\$200)
19.	Increase capacity of axles/suspensions	\$2,800
20.	Change to two 8-D batteries	\$650
21.	Change to activity bus	\$450
22.	Adjustable pedals	\$440
23.	Exhaust brake	\$700
24.	Compression brake	\$1,859

Ref. #	Item	Price
25.	Strobe light	\$100
26.	Fog lights	\$60
27.	Remove acoustic-type perforated headliner	N/C
28.	Extend manufacturer's body warranty (price per year)	\$1,200
29.	Extend manufacturer's chassis warranty (price per year)	\$1,200
30.	Extend engine and engine electronics warranty (price per year)	\$1,500
31.	Extend manufacturer's transmission warranty (price per year)	\$600
32.	Extend standard towing warranty	\$300
33.	Electro magnetic retarder	\$9,360
34.	Allison PTS1000 transmission	(\$1,200)
35.	Allison PTS3000 transmission	\$4,600
36.	Allison transmission retarder	\$4,300
37.	Hand-control for transmission retarder	\$1,200
38.	320-amp alternator	\$1,100
39.	Interlock system	\$1,865
40.	Add or remove 30" seat	\$500
41.	Add or remove 36"/39" seat	\$550
42.	Add or remove 45" seat	\$575
43.	Change to activity seat	\$1,100/seat
44.	Add or remove barrier	\$130
45.	Add track and track mountings for passenger seats (per seat)	\$250
46.	Add integrated child seat (ICS) to passenger seat (per seat)	\$300
47.	Add ISO Latch to passenger seat (per seat)	\$80
48.	Interior luggage racks (each side)	\$800



<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
49.	Add exterior luggage compartment	\$800
50.	Change wheel color to black, silver or white	\$500
51.	Aluminum wheels (each)	\$560
52.	60-gallon fuel tank	\$300
53.	100-gallon fuel tank	\$860
54.	Automatic tire chains	\$3,000
55.	Mechanically operated drivers seat	(\$129)
56.	Remove remote operation on mirrors	(\$200)
57.	Remove heated mirrors	(\$30)
58.	LED eight light warning system	\$1,200
59.	LED stop arm	\$425
60.	LED strobe stop arm	\$430
61.	Remove LED lights	(\$400)
62.	Remove wheelchair lift door, lights, buzzer and interlocks	(\$1,800)
63.	Remove wheelchair lift, pad and fire extinguisher	(\$2,800)
64.	Add or remove wheelchair station	\$920
65.	Wheelchair evacuation ramp	\$600
66.	112 DB. back-up alarm	\$65
67.	Severe-duty package	\$435
68.	Digital color camera system (two camera heads)	\$1,700
69.	Additional camera heads for camera system (per head)	\$400
70.	Backup camera with monitor in mirror	\$1,600
71.	Checkmate child safety system	\$145
72.	DVD Player with flip-down monitors	\$6,400

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
73.	Change tire size to 11R22.5 (quantity six)	\$700
74.	Change tire brand to Goodyear or Michelin	\$800
75.	Add spare wheel	\$200
76.	Add spare tire	\$400
77.	Remove specified A/C system	(\$4,500)
78.	110,000 BTU air-conditioning system	\$8,500
79.	136,000 BTU air-conditioning system	\$13,500
80.	150,000 BTU air-conditioning system	\$20,500
81.	Transit compressor for air-conditioning system	\$3,500
82.	Side emergency door	\$429
83.	Change to spring suspension	(\$860)
84.	Change to hydraulic brakes	(\$521)
85.	Remove flat floor	(\$240)
86.	Roof hatch	\$320
87.	Add front-mounted stop sign	\$525
88.	Pre-trip inspection system	\$1,248
89.	Install pre-trip inspection system	\$1,500
90.	GPS/fleet management tracking system	\$1,700
91.	Engine diagnostic software	\$1,950
92.	Diagnostic, storage, data retrieval device	\$1,550
93.	Connector cables	\$1,225
94.	Portable diagnostic device	\$2,200
95.	Passenger heater	\$341
96.	Add bathroom	\$5,900

Ref. #	Item	Price
97.	Propane engine and fuel storage system	\$22,000
98.	Install high-definition camera heads on surveillance system (per head)	\$600
99.		
100.		

# BID FORM

**BID # 14005-D**

DATE: March 7, 2014

SOUTH COUNTY SUPPORT SERVICES AGENCY

WE RESPECTFULLY SUBMIT FOR YOUR CONSIDERATION OUR BID TO SUPPLY  
AND DELIVER One or more **SCHOOL BUS(S)** AS FOLLOWS:

CHASSIS: <u>Dual Rear wheel</u>	MODEL: <u>Rear-engine transit</u>	
MAKE : <u>IC Bus</u>	YEAR OF MANUFACTURE: <u>2014</u>	
WHEELBASE: <u>276"</u>	ENGINE: <u>I-6 diesel</u>	HP: <u>285</u>
BODY MAKE: <u>IC Bus</u>	MODEL: <u>Rear-engine transit</u>	CAPACITY: <u>82</u>
TRANSMISSION: <u>Automatic</u>		<u>82</u> AMBULATORY
		<u>0</u> WHEELCHAIR

CASH PURCHASE PRICE:	\$ <u>146,801.00 per bus</u>
STATE SALES TAX:	\$ <u>12,074.38</u>
2007 CA TIRE TAX:	\$ <u>10.50</u>
<b>TOTAL BID:</b>	<b>\$ <u>158,885.88</u></b>

Escalator for each subsequent  
year: [Owner to fill in] Up to 5%

I/WE HAVE EXAMINED THE DETAILED MINIMUM SPECIFICATIONS AND GUARANTEE THIS BID TO BE IN ACCORDANCE THEREWITH. THE ABOVE PRICE INCLUDES ALL DEALER PREP, PRE-DELIVERY SERVICE, NECESSARY LETTERING, F.O.B. DELIVERY, AND DOCUMENTATION FEE.

If written Notice of Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of Agreement present in the Contract documents in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Creative Bus Sales, 13501 Benson Avenue in Chino, California, 91710.

Phone: 909.465.5528; Fax: 909.465.5529; E-mail: joea@creativebussales.com

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name	<u>Anthony Matijevich</u>
Title	<u>President</u>
Name of Company	<u>Creative Bus Sales, Inc.</u>
Business Address	<u>13501 Benson Avenue</u>
	<u>Chino, CA 91710</u>
Telephone Number	<u>909.465.5528</u>

State of Incorporation, if Applicable California

Evidence of authority to bind corporation is attached.

Dated: March 10, 2014

Signed 

Additional Signature Lines if Applicable:

Print or Type Name	Terry McCrea
Title	Chief Financial Officer
Name of Company	Creative Bus Sales, Inc.
Business Address	13501 Benson Avenue
	Chino, CA 91710
Telephone Number	909.465.5528

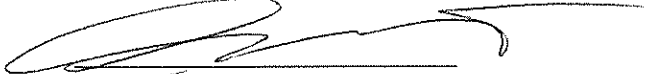
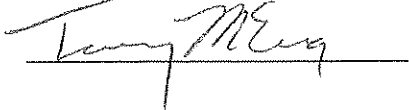
Dated: March 10, 2014

Signed 

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**Resolution of Board of Directors of  
Creative Bus Sales, Inc., a California Corporation**

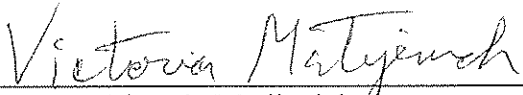
- (1) RESOLVED, that any one of the officers of this corporation named below are authorized to execute contracts on the behalf of the corporation;
- (2) FURTHER RESOLVED, that the officers referred to in the foregoing resolution are as follows:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Anthony Matijevich, Jr.	President	
Terry McCrea	CFO	

FURTHER RESOLVED, that vendors of the corporation are authorized to rely upon the aforesaid resolutions until receipt of written notice of any change.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the Board of Directors of Creative Bus Sales, Inc. at a meeting duly called and held at Chino, California on the 22nd day of January, 2008 at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation, that the officers named in said resolution have been duly elected or appointed, and are the present incumbents of, the respective offices set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.

  
Secretary, Victoria Matijevich



**BRAKKE-SCHAFNITZ INSURANCE BROKERS, INC.**



**SIGNATURE INSURANCE GROUP AGENCY**

PROFESSIONAL INSURANCE SERVICES SINCE 1969

March 5, 2014

Joe Angeli  
Creative Bus Sales, Inc.  
13501 Benson Ave.  
Chino, CA 91710

Re: Bid Bond  
Surety: Great American Insurance Company  
Bid Estimate: \$200,000.00

Dear Joe:

I am pleased to enclose your Bid Bond for your Bid to the South County Support Services Agency, for Bid No. 14005-D - One School Bus. Please have the Bond signed by an authorized representative of your company, where indicated, and forward to the Obligee along with your other paperwork for this bid.

Should your bid exceed the bid estimate noted above by more than ten (10) percent, please notify us so that we may inform the surety, and obtain approval for the increase.

Once the bids have been opened, please notify us within five (5) days of the bid results so we may properly inform the surety. Your prompt attention to this matter is most appreciated. Should you have any questions or need any additional information, please don't hesitate to call us. Thank you for this opportunity to be of service.

Best regards,

Brad L. Settgast  
Surety Account Manager  
Direct Line (949)365-5121  
Facsimile (949)365-0740  
e-mail bsettgast@brakkeschafnitz.com



# BID BOND

**BID #14005-D**

KNOW ALL MEN BY THESE PRESENTS that we the undersigned CREATIVE BUS SALES, INC., as Principal, and GREAT AMERICAN INSURANCE COMPANY, as Surety, are held and firmly bound unto the SOUTH COUNTY SUPPORR SERVICES AGENCY "Owner" in the sum of **Ten Percent of the Total Amount of the Bid** Dollars (**\$10%**) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing to supply and deliver **One School Bus** [item] in strict accordance with the Contract.

NOW, THEREFORE,

- a. If said bid shall be rejected; or, in the alternative,
- b. If said bid shall be accepted and the Principal shall executed and deliver a contract in the form of Agreement attached hereto properly completed in accordance with said bid, and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under several seals this 5<sup>th</sup> day of March, 2014, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Notary Seal)

**CREATIVE BUS SALES, INC.**

(Principal)

**13501 Benson Ave.**

**Chino, CA 91710**

(Business Address)

*F. Miller, CFO*

**GREAT AMERICAN INSURANCE COMPANY**

(Corporate Surety)

**950 Tower Lane, Suite 340**

**Foster City, CA 94404**

(Business Address)

By:

*Matthew F. Schafnitz*

**Matthew F. Schafnitz**

**Attorney-in-Fact**

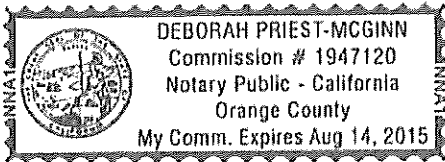
The rate or premium of this bond is \$0.00 per thousand, the total amount of premium charged is, \$ 0.00.

(The above must be completed by Corporate Surety).

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California        )  
  )  
County of Orange        )

On **March 5, 2014** before me, **Deborah Priest-McGinn**, Notary Public  
personally appeared **Matthew F. Schafnitz**



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Deborah Priest-McGinn*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document:                      Number of Pages:

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

- Individual
- Corporate Officer – Title(s):
- Partner -  Limited  General
- Attorney-in-Fact
- Guardian or Conservator
- Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER

Signer's Name:

- Individual
- Corporate Officer – Title(s):
- Partner -  Limited  General
- Attorney-in-Fact
- Guardian or Conservator
- Other :

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Bernardino

On 3/7/14 before me, Elizabeth B. Cortez  
Date Here Insert Name and Title of the Officer

personally appeared Terry McCrea  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Biol Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Terry McCrea Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): CFO  Corporate Officer – Title(s): \_\_\_\_\_

- Individual
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

- Individual
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 14803

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES G. BRAKKE	ALL OF	ALL
MATTHEW F. SCHAFNITZ	LAGUNA NIGUEL,	\$100,000,000.00
FRANCINE L. HEBERT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of AUGUST, 2012  
Attest GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of AUGUST, 2012, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of March, 2014



*Stephen C. Beraha*  
Assistant Secretary



# SPECIFICATIONS

## BID #14005-D

**School Bus Bid**

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of manufacture. Additionally, the South County Support Service Agency (SCSSA) is requiring the following supplementary specifications. Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of the SCSSA.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. SCSSA will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
2014 or newer school bus capable of transporting up to 82 passengers in a proper and safe manner. Acceptable manufacturers include Blue Bird, IC Corp, and Thomas Built. Bidder must be a valid franchised dealer in the State of California for the unit(s) bid. Bus must be new with transportation miles only.	Year: 2014 or newer Manufacturer: IC Bus Model: Rear-engine transit Capacity: Up to 82 passengers
<b>Vehicle Dimensions</b> G.V.W.R.: Minimum 35,000 lbs. Wheelbase: Up to 276" Maximum overall length: Up to 40' Maximum overall width: 8' Maximum overall height: 11' Minimum headroom: 77"	G.V.W.R.: 35,000 lbs Wheelbase: 276" Overall length: 40' Overall width: 8' Overall height: 11' Headroom: 77"

**Chassis Specifications**

<b>Item</b>	<b>Minimum Specifications Required</b>	<b>Specifications furnished</b>
Air Cleaner	Shall be a single-stage air cleaner, with replacement element. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle.	Comply
Axle, Front	Shall be heavy-duty "I" beam design. Minimum 12,000 lb. axle capacity with greaseable tie rod ends.  Hubs shall be equipped with oil lubrication seals.	Comply
Axle, Rear	Shall be a full-floating type and have a minimum gross weight capacity of 23,000 lbs. Axle shall be equipped with oil lubricated wheel bearings, replaceable oil lubrication seals, and include a magnetic drain plug.	Comply
Batteries	Shall be a minimum three 12-volt type Group 31 maintenance-free batteries.  A lock shall be provided for the battery box door.	Comply
Brakes	Service brakes shall be a dual full air antilock brake system with front and rear drum-type brakes.  Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of three air reservoirs. Air reservoir drain valves shall be manually operated and be located within the driver's compartment.  System shall be S-cam design with long stroke front brake chambers and automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve.  Bendix air dryer.	Comply
Brakes, auxiliary	Engine compression brake.	Comply
Cooling System	Radiator to be heavy-duty construction and mounted on shock absorbing cushions for easy service and extended life.  Constant-torque clamps on all radiator hoses.	Comply
Cruise Control	Electronic cruise control	Comply
Design	Type D bus with rear-mounted engine.	Comply

Item	Minimum Specifications Required	Specifications furnished
Drive Line	Booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps. Guard to prevent damage to under carriage of bus in the event of failure.	Comply
Electrical	System shall be 12-volt with negative ground. All chassis circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex wiring system.	Comply
Engine	280 horsepower minimum; 800 ft. lbs. torque minimum, electronically controlled inline 6-cylinder diesel powered engine. Governed speed shall be limited to 65 mph.	Comply
Frame	All welded and bolted construction. Dimensions shall be not less than 10" x 3" x 1/4" with a minimum 50,000 PSI yield strength.	Comply
Fuel System	100-gallon fuel tank; fuel/water separator and fuel filler door with lock.	Comply
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> <li>• Speedometer/7-digit odometer</li> <li>• Tachometer/Hourmeter</li> <li>• Oil pressure gauge</li> <li>• Water temperature gauge</li> <li>• Fuel gauge</li> <li>• Air pressure gauge</li> <li>• Combination directional signal/headlight dimmer switch on steering column.</li> <li>• Hazard warning switch</li> <li>• Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure.</li> </ul>	Comply
Rust proofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type; two 2 front and two 2 rear.	Comply
Suspension, Front and Rear	Front suspension to be taper leaf-type and rated at a minimum of 12,000 lbs. Rear air suspension with a capacity of 23,000 lbs.	Comply



Item	Minimum Specifications Required	Specifications furnished
Steering	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply
Tires	Single front and dual rear 11R22.5 16-ply radial tubeless type tires.	Comply
Transmission	Allison PTS3000 5-speed automatic.	Comply
Wheels	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply

**Body Specifications**

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	One on the front side of the stepwell and one on the backside.	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm rated at a minimum of 107 db.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	Exterior: Shall be National School Bus Chrome Yellow. Trim, including bumpers, guardrails, warning light visors, and door handles shall be black. Wheels shall be painted or powder-coated National School Bus Chrome Yellow on both sides. Roof shall be painted white.	Comply
Construction	The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. Internal skeletal structure shall be welded.	Comply
Defrosters	The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.	Comply

Item	Minimum Specifications Required	Specifications furnished
Doors	<p>The entrance door shall be an air- or electric-operated outward opening, two-panel door and be equipped with a vandal lock and grip handle mounted for convenient door opening.</p> <p>All entrance and emergency exit doors shall be equipped with a full-width 1" x 3" pads located above the door opening.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply
Emergency Exits	<p>Emergency Door: There shall be one emergency door, located on the left side of the bus. There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills.</p> <p>Emergency door and any emergency windows required shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency door and windows shall be equipped with a vandal lock with starter interlock.</p> <p>Roof Hatch: Two roof hatches; combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with warning buzzer.</p>	Comply
Exterior Paneling	<p>The roof and side panels shall be 20-gauge, zinc-coated steel. The panels shall be primed on both sides before assembly.</p>	Comply
Fenderettes	<p>The front and rear wheel openings shall be equipped with fenderettes.</p>	Comply
Fire Extinguisher	<p>Each bus shall be equipped with one dry-type chemical fire extinguisher.</p>	Comply
First Aid Kit & Other Safety Equipment	<p>Bus shall be equipped with a 24-unit first aid kit, a set of triangle flares and a hand held stop sign with vinyl pouch.</p>	Comply
Floor Covering and Sub-floor	<p>Floor covering shall be heavy-duty rubber or vinyl. The sub-floor shall be water resistant exterior-grade 5/8" thickness plywood.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Guard Rails	Minimum of four guard rails to be supplied and located below windows, seat cushion level, at floor level and at bottom of skirt	Comply
Heater & Defrosters	<p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The two rear heaters shall have a minimum rating of 50,000 BTU's each and be located in the mid and rear areas of the passenger compartment.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two 2-speed electric fans shall be mounted above the windshield.</p>	Comply
Horns	Dual electric plus one air horn shall be provided. The air horn shall be mounted beneath the floor of the driver's area.	Comply
Identification	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>One 6" X 9" certificate holder shall be installed in the front bulkhead area.</p>	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver.	Comply
Insulation	Ceiling, sides, roof bows and rear panels shall be insulated to properly deaden sound, reduce vibration, and provide a thermal barrier.	Comply
Interior	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 77".</p>	Comply
Lamps & Signals	<p>Lights to include:</p> <ul style="list-style-type: none"> <li>• Headlights: Single sealed beam lights with daytime running lights</li> <li>• Cluster (LED): Three amber front and three red rear</li> <li>• Marker (LED): Two amber on the front corners, two amber on the rear corners and two amber on the roof sides.</li> <li>• Stop (LED): One red right rear and one left rear.</li> <li>• Tail (LED): One red right rear and one left rear,</li> <li>• Back up Lamps: Two clear lenses</li> </ul>	Comply

Item	Minimum Specifications Required	Specifications furnished
	<ul style="list-style-type: none"> <li>• Stepwell: One lamp operating with entrance door open.</li> <li>• Dome: Lights mounted over seats. Switch wired to battery.</li> <li>• Driver's Dome: Dome light mounted over driver's seat and operated with separate switch.</li> <li>• Directional front (LED): One amber left and one right.</li> <li>• Directional side lights (LED): Four amber lights, one located over each wheel well.</li> <li>• Directional rear (LED): One amber right and one left.</li> <li>• License plate light.</li> <li>• Fog lights mounted in the front bumper</li> <li>• Strobe light roof mounted above rear axle</li> <li>• Reflectors: Three on each side of bus and two on rear.</li> <li>• Stop Arm: Electric stop sign mounted left side rear.</li> <li>• Warning Lights: Halogen eight-light warning system with four amber and four red alternately flashing warning lights. Warning lights shall be equipped with black hoods.</li> <li>• Engine Compartment: Two lights to illuminate engine compartment.</li> </ul>	Comply
Compartments	<p>Bus shall be equipped with full pass-through luggage compartments between the wheel wells. Include lights and locks and shocks on each of the four doors.</p> <p>The driver's area shall have a minimum of one locking storage compartment.</p>	Comply
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	<p>Interior mirror shall be 10" x 30" safety glass with protected edges.</p> <p>Exterior rear-view mirror assemblies heated and operated remotely from the driver's compartment. Crossview mirrors shall be heated.</p>	Comply
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	AM/FM/CD/PA with antenna and up to eight speakers.	Comply

Item	Minimum Specifications Required	Specifications furnished
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to 82 passengers in seats with three-point passenger restraints. Upholstery to be 42 oz. vinyl.</p> <p>Barriers: 45" high barriers with upholstery to match seats.</p> <p>Driver's seat: Air operated with adjustable seat back and a right side arm rest.</p> <p>Driver's seat belt: Shall be a three-point belt with height adjustment.</p>	Comply
Stepwell	<p>Three-step entrance covered with black pebbletread rubber with white nosing.</p> <p>A stepwell guard to protect the underside of the steps from road hazards shall be provided.</p>	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	Shall be mounted to the left of the driver with rocker switches for the electrical components.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply
Ventilation	Body shall be equipped with a static-type exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's standard school bus warranty shall be enclosed with and become a part of bid.	Comply
Windows	Two-piece passenger side windows to be of safety tempered and tinted glass.	Comply
Windshield	The windshield area and window posts shall be painted glare-resistant, flat black. Two exterior assist handles to be located over each glass, one right side and one left side.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels.	Comply

**Approved Optional Items**

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
1.	Diesel engine Up to 250 HP	(\$800)
2.	Diesel engine Up to 300 HP	\$800
3.	Change to eight-cylinder engine	(\$2,200)
4.	Change to CNG engine and fuel system	\$75,000
5.	Decrease wheelbase to 181" through 208"	(\$1,200)
6.	Decrease wheelbase to 209" through 237"	(\$800)
7.	Decrease wheelbase to 238" through 266"	(\$400)
8.	Decrease wheelbase to 267" through 276"	No Charge
9.	Change to Allison PTS2500 transmission	(\$4,000)
10.	Remove luggage compartment	\$1,935
11.	Fire suppression system	\$4,270
12.	Non-Euro style mirrors	\$2,200
13.	Under floor wheelchair lift	\$14,000
14.	Remove air drains in drivers area	\$200
15.	Increase capacity of front axle/suspension to 14,000 lbs.	\$1,200
16.	Change to two 8-D batteries	\$818
17.	Change to forward-controlled engine transit model	(\$2,229)
18.	Change to activity bus	\$450
19.	Adjustable pedals	\$329
20.	Compression brake	\$1,800
21.	Strobe light	\$100
22.	Fog lights	\$60
23.	Extend standard bus body warranty (price per year)	\$2,900

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
24.	Extend standard chassis warranty (price per year)	\$2,200
25.	Extend standard engine and engine electronics warranty (price per year)	\$1,500
26.	Extend transmission warranty (price per year)	\$600
27.	Extend towing warranty (price per year)	\$300
28.	Transmission retarder	\$5,800
29.	Add six-speed control for retarder	\$2,600
30.	270 AMP alternator	\$575
31.	320 AMP alternator	\$1,100
32.	Add or remove 30" seat	\$500
33.	Add or remove 36"/39" seat	\$550
34.	Add or remove 45" seat	\$575
35.	Change to two-passenger activity seat (per seat)	\$1,100
36.	Add or remove barrier	\$130
37.	Add track and track mountings for passenger seats (per seat)	\$250
38.	Add infant child restraint seat (ICS) to passenger seat (per seat)	\$300
39.	Add ISO Latch to passenger seat (per seat)	\$50
40.	Interior luggage racks (each side)	\$800
41.	Add exterior luggage compartment	\$800
42.	60-gallon fuel tank	(\$360)
43.	Automatic tire chains	\$3,000
44.	Mechanically operated driver's seat	(\$159)
45.	Add heating element to driver's seat	\$488
46.	Remove remote operation on mirrors	(\$200)

<b>Ref. #</b>	<b>Item</b>	<b>Price</b>
47.	Remove heated mirrors	(\$30)
48.	LED eight light warning system	\$1,200
49.	LED stop arm	\$425
50.	LED strobe stop arm	\$430
51.	Add front-mounted stop sign	\$525
52.	Remove LED lights	(\$350)
53.	Wheelchair lift door, lights, buzzer and interlocks	\$3,000
54.	Wheelchair lift, lift pad and fire extinguisher	\$3,200
55.	Wheelchair station	\$920
56.	112 DB. back-up alarm	\$65
57.	Severe-duty package	\$440
58.	Digital color camera system	\$2,500
59.	Back-up camera system with monitor in mirror	\$1,600
60.	Checkmate child safety system	\$145
61.	DVD Player with flip-down monitors	\$4,500
62.	Aluminum wheels (each)	\$560
63.	Change wheel color to black, silver or white	\$500
64.	Change tire size to 12R22.5 (quantity six)	\$1,219
65.	Change tire brand to Goodyear or Michelin	\$800
66.	Add spare wheel	\$250
67.	Add spare tire	\$450
68.	110,000 BTU air-conditioning system	\$13,500
69.	136,000 BTU air-conditioning system	\$15,500



Ref. #	Item	Price
70.	150,000 BTU air-conditioning system	\$20,500
71.	175,000 BTU air-conditioning system	\$23,500
72.	Transit compressor for air-conditioning system	\$5,000
73.	Passenger heater	\$308
74.	Side emergency door	\$429
75.	Front air ride 2-bag suspension	\$1,550
76.	Front air ride 4-bag suspension	\$2,590
77.	Roof hatch	\$320
78.	Pre-trip inspection system	\$1,100
79.	Install pre-trip inspection system	\$1,500
80.	GPS/fleet management tracking system	\$1,700
81.	Engine diagnostic software	\$1,950
82.	Diagnostic, storage, data retrieval device	\$1,650
83.	Connector cables	\$1,225
84.	Portable diagnostic device	\$2,200
85.	Block heater	\$308
86.	Install high-definition camera heads on surveillance system (per head)	\$600
87.		
88.		

# The Sentinel

Lee Central California Newspapers

P.O. BOX 9  
HANFORD, CALIFORNIA 93232  
PHONE 888-790-0915  
Sentinel\_Finance@lee.net

## LEGAL ADVERTISING INVOICE

Southwest Transportation Agency-Legals  
16644 S. Elm Ave  
Caruthers, CA 93609

Remit to:  
The Hanford Sentinel  
PO Box 2907  
Bloomington, IL 61702

ACCOUNT #	AD #	INVOICE DATE	PO NUMBER	Size	TIMES	TOTAL CHARGES
2006	0000153102	3/5/2014		2 x 5.66	8	\$ 241.56
DESCRIPTION				AMOUNT DUE		\$ 241.56
DATES APPEARED			2/26/2014, 3/5/2014			

REMITTANCE - DETACH & RETURN THIS PORTION WITH PAYMENT PAYABLE TO THE HANFORD SENTINEL

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# The Sentinel

Lee Central California Newspapers

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PHONE 888-790-0915  
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KEEP THIS COPY FOR YOUR RECORDS

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PHONE 888-790-0915  
Sentinel\_Finance@lee.net

Southwest Transportation  
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16644 S. Elm Ave  
Caruthers, CA 93609

## Certificate of Publication

ACCOUNT #	2006	DESCRIPTION	
AD #	0000153102	SIZE	2 x 5.66
INVOICE DATE	3/5/2014	TIMES	8
		DATES APPEARED	2/26/2014, 3/5/2014

Paste Tear Sheet Here

Publication - Selma Enterprise & Kingsburg Recorder

State of California

County of Fresno

I am a citizen of the United States and a resident of the county foresaid; I am over the age of eighteen years, and not a part to or interested in the above-entitled matter. I am the principal clerk of **Selma Enterprise & Kingsburg Recorder**, a newspaper of general circulation, printed and published weekly in the cities of Selma and Kingsburg, County of Fresno, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Fresno, State of California, under the dates of July 8, 1952 case number 86769 (Selma), and September 20, 1953, case number 84716 (Kingsburg),

That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Published on: 2/26/2014, 3/5/2014


Filed on: 3/5/2014

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Fresno County, California

This Day 5 of Mar, 2014.

Signature \_\_\_\_\_



Ad#153102

### NOTICE TO BIDDERS BID # 14005

Notice is hereby given that the South County Support Services Agency (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening to supply and deliver:

#### School Bus(s)

as per drawings and specifications which may now be obtained from:  
South County Support Services Agency  
16644 S. Elm Avenue  
Caruthers, CA 93609  
(559) 644-1000

Bids will be sealed and filed in the office of the Agency Director  
South County Support Services Agency  
16644 S. Elm Avenue  
Caruthers, CALIFORNIA 93609

On March 12, 2014 before 8:00 A.M. on the clock designated by the Owner or its representative as the bid clock. Facsimile copies of the bid will not be accepted.

Bids will be opened on March 12, 2014, at South County Support Services Agency at 8:00 A.M. as calculated by the clock designated by the Owner or its representative as the bid clock. Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into an Agreement between Owner and Vendor (collectively with the other bid and contract documents referred to as "the Contract") if awarded the Contract, and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Agreement provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Vendor and to require Vendor to obtain a bond from a surety insurer satisfactory to the Owner.

Owner may purchase one or more School Bus(s). This is an indefinite quantity bid. All public school districts in all Counties in the State of California may purchase identical items at the same unit price under the terms and conditions of the Contract and pursuant to Public Contract code section 20118, as amended by Chapter 730 of the Statutes of 2008 (A.B. 1967) for 365 days following the date of the award of this Contract. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extensions shall not exceed five years from the Award of the Contract.

The Owner reserves the right to waive any irregularity and to reject any or all bids. Unless otherwise required by law, no bidder may withdraw its bid for a period of 30 days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than 30 days to make a decision regarding the rejection of bids of the award of the Contract

Tony Mendes

Publish: February 26; March 5, 2014

# **SOUTH COUNTY SUPPORT SERVICES AGENCY**

---

## **MINUTES BOARD OF DIRECTORS Regular Meeting April 2, 2014**

### **PRELIMINARY...**

The Regular Meeting of the Board of Directors was called to order by Orin Hirsch Korn at 9:05 A.M.

### **ATTENDANCE...**

Orin Hirsch Korn, Vice-President  
Reatha Martinez, Member  
Larry Audet, Member  
Shelley Manser, Clerk  
Mike Iribarren, Member  
Bud Mendes, Member  
Dennis Devine, Member  
Tony Mendes, Agency Director  
Sandra Robles, Business Manager  
Lynn Hill, Administrative Assistant

#### **GUEST:**

Greg Durrenberger, IT Director

### **...PUBLIC PRESENTATION**

### **CONSENT ITEMS...1004**

### **CONSENT ITEMS... 1004.1 THRU 1004.4**

Motion to approve the consent items of the Regular Meeting of the Board of Directors.

MSC: Reatha Martinez, Larry Audet

Yes: 7 No: 0

**ACTION ITEMS... 1005**

**1005.1 BID 14005**

Motion to award BID 14005 to Creative Bus as presented to the Board.

MSC: Bud Mendes, Larry Audet

Yes: 7 No: 0

**1005.2 Board Policy 4243 – FRAUD**

Motion to approve Board Policy 4243 – FRAUD Policy as presented to the Board.

MSC: Reatha Martinez, Mike Iribarren

Yes: 7 No: 0

**MISC ITEMS...1006**

No Items

**DISCUSSION ITEMS...1007**

**1007.1 IT Update**- Greg Durrenberger, Director of IT, reported there were 70 closed work orders in the month of March. Currently there are 30 open work orders for the IT Department. The IT Department has finished installing the 50 new computers at Alpaugh Unified. On next Monday one tech will be in Alpaugh and one at Monroe as they begin their student testing. Raisin City has ordered 60 new Chromebooks and they will be installed at the school as soon as they arrive.

**ITEMS FROM THE BOARD MEMBERS...1008**

No items.

**FUTURE AGENDA ITEMS...1009**

No Items.

**CLOSED SESSION...1010**

No Items

**ADJOURNMENT...1012**

**BACK**

Motion to adjourn the Wednesday, April 2, 2014 regular meeting of the Board of Directors at 9:45 A.M.

MSC: Bud Mendes, Dennis Divine

Yes: 7 No: 0

The next regular meeting for the Board of Directors of the South County Support Services Agency is scheduled for Wednesday, May 7, 2014.



## SOUTH COUNTY SUPPORT SERVICES AGENCY

---

### MINUTES BOARD OF DIRECTORS Regular Meeting April 2, 2014

#### PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschorn at 9:05 A.M.

#### ATTENDANCE...

Orin Hirschorn, Vice-President  
Reatha Martinez, Member  
Larry Audet, Member  
Shelley Manser, Clerk  
Mike Iribarren, Member  
Bud Mendes, Member  
Dennis Devine, Member  
Tony Mendes, Agency Director  
Sandra Robles, Business Manager  
Lynn Hill, Administrative Assistant

#### GUEST:

Greg Durrenberger, IT Director

**ADOPTED**  
**DATE** 5-7-14

#### ...PUBLIC PRESENTATION

#### CONSENT ITEMS...1004

#### CONSENT ITEMS... 1004.1 THRU 1004.4

Motion to approve the consent items of the Regular Meeting of the Board of Directors.

MSC: Reatha Martinez, Larry Audet

Yes: 7 No: 0



**ACTION ITEMS... 1005**

**1005.1 BID 14005**

Motion to award BID 14005 to Creative Bus as presented to the Board.

MSC: Bud Mendes, Larry Audet

Yes: 7 No: 0

**1005.2 Board Policy 4243 – FRAUD**

Motion to approve Board Policy 4243 – FRAUD Policy as presented to the Board.

MSC: Reatha Martinez, Mike Iribarren

Yes: 7 No: 0

**MISC ITEMS...1006**

No Items

**DISCUSSION ITEMS...1007**

**1007.1 IT Update**- Greg Durrenberger, Director of IT, reported there were 70 closed work orders in the month of March. Currently there are 30 open work orders for the IT Department. The IT Department has finished installing the 50 new computers at Alpaugh Unified. On next Monday one tech will be in Alpaugh and one at Monroe as they begin their student testing. Raisin City has ordered 60 new Chromebooks and they will be installed at the school as soon as they arrive.

**ITEMS FROM THE BOARD MEMBERS...1008**

No items.

**FUTURE AGENDA ITEMS...1009**

No Items.

**CLOSED SESSION...1010**

No Items

**ADJOURNMENT...1012**



BACK

Motion to adjourn the Wednesday, April 2, 2014 regular meeting of the Board of Directors at 9:45 A.M.

MSC: Bud Mendes, Dennis Divine

Yes: 7 No: 0

The next regular meeting for the Board of Directors of the South County Support Services Agency is scheduled for Wednesday, May 7, 2014.

# **SOUTH COUNTY SUPPORT SERVICES AGENCY**

---

## **MINUTES BOARD OF DIRECTORS Regular Meeting April 8, 2015**

### **PRELIMINARY...**

The Regular Meeting of the Board of Directors was called to order by Orin Hirschorn at 9:03 A.M.

### **ATTENDANCE...**

Orin Hirschorn, President  
Shelley Manser, Clerk (9:05AM)  
Jeff Percell, Member  
Reatha Martinez, Member  
Mike Iribarren, Member  
Dennis Divine, Member  
Tony Mendes, Agency Director  
Lynn Hill, Administrative Assistant  
Sandra Robles, Business Manager

Guest:  
Greg Durrenberger

### **CONSENT ITEMS...1103**

#### **1103.1 THRU 1103.4 CONSENT ITEMS**

Motion to approve the consent items of the Regular Meeting of the Board of Directors

MSC: Reatha Martinez, Jeff Percell

Yes: 5 No: 0

**ACTION ITEMS... 1104**

**1104.1 Request Approval Resolution 2015-04-08**

Motion for the Board of Directors of South County Support Services Agency to approve Resolution 2015-04-08

MSC: Shelley Manser, Dennis Divine Yes: 6 No: 0

**1104.2 Request Approval of Extension on Bus Bid 14005**

Motion for the Board of Directors of South County Support Services Agency to approve Extension of Bus Bid 14005 to Creative Bus for one year

MSC: Dennis Divine, Jeff Percell Yes: 6 No: 0

**1104.3 Request Approval to Update Bank Signature Cards**

Motion for the Board of Directors of South County Support Agency to approve update to signature cards adding Shelly Thomas, Dwight Cruz and Tony Mendes as signors

MSC: Dennis Divine, Jeff Percell Yes: 6 No: 0

**DISCUSSION ITEMS... 1105**

**1105.1 IT UPDATE** – Greg Durrenberger, delivered to the Board an update on IT department. Over the spring break our department has begun installing a camera system at Caruthers Unified Schools. This is a first for the department as we have not worked in the area of camera systems. There is some learning to be had; so far things are going quite well. Caruthers is piloting several different cameras which are digital to see what will work best in different scenarios. The district wanted to go this route as outside vendors costs are skyrocketing and most of the cameras are outdated analog cameras. The department will begin in the next couple weeks with a major upgrade to Alvina's network infrastructure.

**MISCELANOUS ITEMS...1106**

No Items

**ITEMS FROM THE BOARD MEMBERS...1107**

No Items

**FUTURE AGENDA ITEMS...1108**

Budget Items

**CLOSED SESION...1109**

Motion for the Board of Directors of the South County Agency to adjourn to closed session at 9:32 A.M

MSC: Reatha Martinez, Jeff Percell Yes: 6 No: 0

**Reconvene**

The Board of Directors of the South County Support Services Agency reconvened to regular session at 10:15 A.M.

MSC: Jeff Percell, Shelley Manser, Yes: 6 No: 0

**CLOSED SECTION ACTION...1110**

**SECTION 54957:**

Motion for the Board of Directors of the South County Support Services Agency to appoint one School Bus Driver

MSC: Reatha Martinez, Mike Iribarren Yes: 6 No: 0

**ADJOURNMENT...1111**

Motion to adjourn the Wednesday, April 8, 2015, regular meeting of the Board of Directors at 10:06 A.M

MSC: Dennis Divine, Jeff Percell Yes: 6 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, May 6, 2015 at 9:00 A.M



# SOUTH COUNTY SUPPORT SERVICES AGENCY

---

## MINUTES BOARD OF DIRECTORS Regular Meeting April 8, 2015

### PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschorn at 9:03 A.M.

### ATTENDANCE...

Orin Hirschorn, President  
Shelley Manser, Clerk (9:05AM)  
Jeff Percell, Member  
Reatha Martinez, Member  
Mike Iribarren, Member  
Dennis Divine, Member  
Tony Mendes, Agency Director  
Lynn Hill, Administrative Assistant  
Sandra Robles, Business Manager

Guest:  
Greg Durrenberger

**ADOPTED**  
**DATE** May 6, 2015

### CONSENT ITEMS...1103

#### 1103.1 THRU 1103.4 CONSENT ITEMS

Motion to approve the consent items of the Regular Meeting of the Board of Directors

MSC: Reatha Martinez, Jeff Percell

Yes: 5 No: 0

### ACTION ITEMS... 1104

#### 1104.1 Request Approval Resolution 2015-04-08

Motion for the Board of Directors of South County Support Services Agency to approve Resolution 2015-04-08

MSC: Shelley Manser, Dennis Divine

Yes: 6 No: 0



### **1104.2 Request Approval of Extension on Bus Bid 14005**

Motion for the Board of Directors of South County Support Services Agency to approve Extension of Bus Bid 14005 to Creative Bus for one year

MSC: Dennis Divine, Jeff Percell

Yes: 6 No: 0

### **1104.3 Request Approval to Update Bank Signature Cards**

Motion for the Board of Directors of South County Support Agency to approve update to bank signature cards adding Shelly Thomas, Dwight Cruz and Tony Mendes as signors

MSC: Dennis Divine, Jeff Percell

Yes: 6 No: 0

## **DISCUSSION ITEMS... 1105**

**1105.1 IT UPDATE** – Greg Durrenberger, delivered the Board an update on IT department for the month of March and over Spring Break. Over the break the department has begun installing a camera system at Caruthers Unified. This is a first for the department as they have not worked in the area of camera systems. There is some learning to be had; so far things are going quite well. Caruthers is piloting several different cameras which are digital to see what will work best in different scenarios. The district wanted to go this route as outside vendors costs are skyrocketing and most of their cameras are outdated analog cameras. The department will begin in the next couple weeks with a major upgrade to Alvina's network infrastructure.

## **MISCELANOUS ITEMS...1106**

No Items

## **ITEMS FROM THE BOARD MEMBERS...1107**

No Items

## **FUTURE AGENDA ITEMS...1108**

Budget Items



**CLOSED SESION...1109**

Motion for the Board of Directors of the South County Agency to adjourn to closed session at 9:32 A.M

MSC: Reatha Martinez, Jeff Percell

Yes: 6 No: 0

**Reconvene**

The Board of Directors of the South County Support Services Agency reconvened to regular session at 10:15 A.M.

MSC: Jeff Percell, Shelley Manser,

Yes: 6 No: 0

**CLOSED SECTION ACTION...1110**

**SECTION 54957:**

Motion for the Board of Directors of the South County Support Services Agency to appoint one School Bus Driver

MSC: Reatha Martinez, Mike Iribarren

Yes: 6 No: 0

**ADJOURNMENT...1111**

Motion to adjourn the Wednesday, April 8, 2015, regular meeting of the Board of Directors at 10:06 A.M

MSC: Dennis Divine, Jeff Percell

Yes: 6 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, May 6, 2015 at 9:00 A.M

# SOUTH COUNTY SUPPORT SERVICES AGENCY

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MINUTES  
BOARD OF DIRECTORS  
Regular Meeting  
APRIL 6, 2016

## PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschorn at 9:03 A.M.

## ATTENDANCE...

Orin Hirschorn, President  
Larry Audet, Vice President  
Shelley Manser, Clerk  
Reatha Martinez, Member  
Jeff Percell, Member  
Dennis Divine, Member  
Dan Conway, Member  
Tony Mendes, Agency Director  
Sandra Robles, Director of Finance  
Lynn Hill, Administrative Assistant

Guest:  
Greg Durrenberger

**ADOPTED**  
**DATE** May 4, 2016

## CONSENT ITEMS...1194

### 1194.1 THRU 1185.4 CONSENT ITEMS

Motion to approve the consent items of the Regular Meeting of the Board of Directors

MSC: Reatha Martinez, Shelley Manser

Yes: 7 No: 0



**DISCUSSION ITEMS...1195**

**1195.1 IT UPDATE** – Greg Durrenberger updated the Board as to IT Department activities for the past month and the coming month. There have been 82 work orders closed, with 17 currently active work orders. Alvina has received a second new cart with Chromebooks. The cart has been assembled and Chromebooks activated. It has been setting up computer for Sprint testing. Kings River in Kingsburg has ordered carts and Chromebooks. Raisin City is ordering HP Steam to replace Chromebooks. Greg is currently working with Sherry Martin, at Kings River, on their contact for services with the IT department for the 2016-2017 school year.

**ACTION ITEMS... 1196**

**1196.1 Extension of Bus Bid 14005 for one year with Creative Bus Sales**

Motion for the Board to approve extension of Bid 14005 for one year from May 7, 2016 through May 6, 2017 with Creative Bus Sales as presented to the Board

MSC: Dennis Divine, Dan Conway

Yes: 7 No: 0

**MISCELANOUS ITEMS... 1197**

No Items

**ITEMS FROM THE BOARD MEMBERS...1198**

No Items

**FUTURE AGENDA ITEMS...1199**

No Items

**CLOSED SESION...1200**

Motion for the Board of Directors of the South County Support Services Agency to adjourn to closed session at 9:17 A.M

MSC: Dan Conway, Shelley Manser

Yes: 7 No: 0

**Reconvene**

The Board of Directors of the South County Support Services Agency reconvened to regular session at 10:05: A.M.

MSC: Jeff Percell, Reatha Martinez

Yes: 7 No: 0

**CLOSED ACTION...1201**

**Section 54957**

Motion for the Board of Directors of the South County Support Services Agency to accept resignation of 2 school bus drivers, employee # 1314 and # 5793

MSC: Dan Conway, Dennis Conway

Yes: 7 No: 0

**ADJOURNMENT...1202**

Motion to adjourn the Wednesday, April 6, 2016, regular meeting of the Board of Directors at 10:10 AM

MSC: Reatha Martinez, Dan Conway

Yes: 7 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, May 4, 2016 at 9:00 A.M

  
\_\_\_\_\_  
Clerk to Board

5-4-16  
Date



# SOUTH COUNTY SUPPORT SERVICES AGENCY

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## MINUTES BOARD OF DIRECTORS Regular Meeting March 1, 2017

### PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschorn at 9:06 A.M.

### ATTENDANCE...

Orin Hirschorn, President  
Jeff Percell, Vice President  
Mike Iribarren, Member  
Steve Bogan, Member  
Reatha Martinez, Member  
Dennis Divine, Member  
Dan Conway, Member  
Sandra Robles, Agency Director  
Maricela Ordoñez, Business Manager  
Lynn Hill, Administrative Assistant

**ADOPTED**  
**DATE** 4-5-2017

Orin Hirschorn, Board President, introduced Steve Bogan as a new board member as a representative of Laton Unified School District.

### ...PUBLIC PRESENTATION – NONE

### CONSENT ITEMS... 1286

#### 1286.1 THRU 1286.4 CONSENT ITEMS

Motion to approve consent items of the Regular Meeting of the Board of Directors

MSC: Reatha Martinez, Dan Conway

Yes: 7 No: 0



## DISCUSSION ITEMS...1287

**1287.1 Second Interim Report** - The Second Interim Variance Report to the Board was presented by Maricela Ordonez, Business Manager.

**1287.2 Field Trip Revenue Analysis** was presented by Maricela Ordonez, Business Manager

**1287.3 IT Update** - IT Department is currently up to date on all work orders and performing well. Kings River Elementary has a new 3D printer. Students have been printing/making coins to use as rewards for students; the students may in turn use them for rewards. The Federal Communications Commission, which oversees E-Rate for schools, has a new Chairman. There may be changes within the E-rate program for schools due to new leadership.

**1287.4 Board Policy – Sexual Harassment – BP 4119.11** was presented to the board for the First Reading. It will be brought back for adoption at the next meeting.

**1287.5 Administrative Regulation – Sexual Harassment - AR 4119.11** was presented to the board for the First Reading. It will be brought back for adoption at the next meeting.

**1287.6 Board Policy – Non-Discrimination in Employment – BP – 4245** was presented to the board for the First Reading. It will be brought back for adoption at the next meeting.

**1287.7 Administrative Regulation – Non-Discrimination in Employment – AR – 4245** – was presented to the board for the First Reading. It will be brought back for adoption at the next meeting.

**1287.8 Linger, Peterson & Shrum, Certified Public Accountants – Agreement June 30, 2017, 2018 and 2019** was presented to the Board.

**1287.9 South County Support Services Agency Bus Bid #170201** – Sandra Robles, Agency Director reviewed Bid #170201. Creative Bus Sales submitted a bid that meets all requirements.

**1287.10 Creative Bus Renewal for Bid #14005** – Creative Bus Sales submitted a letter requesting a one year extension for Bus Bid #14005.

**1287.11 Rural School Bus Pilot Project** – Sandra Robles shared information on the Rural School Bus Pilot Project. This project is primarily for small air districts it includes electrical and CNG buses.



**ACTION ITEMS... 1288**

**1288.1 Second Interim Report 2016-2017**

Motion for the Board to approve the Second Interim Report as presented to the Board

**MSC: Mike Iribarren, Jeff Percell**

**Yes: 7 No: 0**

**1288.2 thru 1288.5 No Action** was taken as these will be brought to the Board later for adoption.

**1288.6 Linger, Peterson & Shrum, Certified Public Accountants – Agreement Approval for June 30, 2017, 2018 and 2019.**

Motion for the Board to approve agreement of services for years ending June 30, 2017, 2018 and 2019

**MSC: Jeff Percell, Dennis Divine**

**Yes: 7 No: 0**

**1288.7 South County Support Services Agency Bid # 170201**

Motion for the Board to award Bid #170201 to Creative Bus

**MSC: Steve Bogan, Jeff Percell**

**Yes: 7 No: 0**

**1288.8 Creative Bus request to renew Bid #14005 for one year**

Motion for the Board to approve Creative Bus request to renew Bid #14005 for one year

**MSC: Dan Conway, Mike Iribarren**

**Yes: 7 No: 0**

**MISCELLNEOUS ITEMS... 1289**

**Fresno County Superintendent of Schools – Notice of Positive Certification – First Interim Report for 2016-2017**

**ITEMS FROM THE BOARD MEMBERS...1290**

**No Items**

**FUTURE AGENDA ITEMS...1291**

**No Items**



**CLOSED SESSION...1292**

Motion for the Board of Directors of the South County Support Services Agency to adjourn to closed session at 10:16 A.M

MSC: Dan Conway, Reatha Martinez

Yes: 7 No: 0

**Reconvene**

The Board of Directors of the South County Support Services Agency reconvened to regular session at 10:33 A.M.

MSC: Dennis Divine, Jeff Percell

Yes: 7 No: 0

**CLOSED SESSION ACTION...1293**

**No Action Taken**

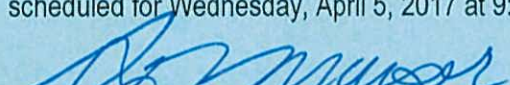
**ADJOURNMENT...1294**

Motion to adjourn the Wednesday, March 1, 2017 regular meeting of the Board of Directors at 10:35 AM

MSC: Dennis Divine, Jeff Percell

Yes: 7 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, April 5, 2017 at 9:00 A.M

  
\_\_\_\_\_  
Clerk to Board

4-5-2017  
\_\_\_\_\_  
Date

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**DEHESA SCHOOL DISTRICT**

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**RESOLUTION NO. 2018-4-1**

**RESOLUTION TO AWARD A CONTRACT TO CREATIVE BUS SALES TO PROCURE A SCHOOL BUS**

*On the motion* of \_\_\_\_\_, Seconded by Member, \_\_\_\_\_, the following resolution is adopted:

**WHEREAS**, Public Contract Code Section 20118 authorizes school districts to utilize other public agency competitively bid contracts; and

**WHEREAS**, the Dehesa School District awarded a competitively bid contract to Creative Bus Sales for the procurement of a school bus at a competitive price; and

***NOW, THEREFORE, IT IS RESOLVED AND ORDERED BY THE BOARD OF TRUSTEES AS FOLLOWS:***

1. The above recitals are true and correct;
2. That the Dehesa School District Governing Board determines that it is in the best interest of the District to award a contract to Creative Bus Sales pursuant to the South County Support Services Agency Bid No. 14005, valid through March 12, 2019 for the procurement of a school bus as specified under the terms and conditions of the contract awarded by South County Support Services Agency.

***IN WITNESS*** of the adoption of the foregoing resolution we, the members present and voting thereon, have hereunto set our hand this 19<sup>th</sup> day of April, 2018, County of San Diego, California.

BOARD OF TRUSTEES OF THE  
DEHESA SCHOOL DISTRICT

Approval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dissenting:

\_\_\_\_\_  
\_\_\_\_\_

Abstaining:

\_\_\_\_\_  
\_\_\_\_\_

Absent:

\_\_\_\_\_



I, Nancy Hauer, Superintendent for the Board of Trustees of the Dehesa School District of San Diego County, California, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly adopted by said Board at a regular meeting thereof, on the date and place and by the vote above stated, which Resolution is on file and of record in the office of said Board.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Nancy Hauer

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Policy Updates BP6153,  
6170.1, AR6173.1, BP/AR  
6173.2, BP/AR 0420.4

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** The Board policies are periodically updated in Gamut. The District is trying to maintain updated polices and not get behind as in previous years.

**Report:** BP 6153 Updated to reflect new law which eliminates the prohibition against the use of district funds to pay for the expenses of students participating in field trips, or excursions to another state, to the District of Columbia, or to a foreign country. BP 6170.1 Policy updated to reflect new law which permits districts to maintain transitional kindergarten classes for different lengths of time during the school day, provided that the length pf the school day complies with legal requirements related to the minimum and maximum length of the school day. AR 6173.1 Regulation updated to reflect the Every Student Succeeds Act, which amends the definition of a foster youth's "best interest" and requires districts and child welfare agencies to come to an agreement as to how to transportation will be provided to enable foster youth to attend their school of origin. BP/AR 6173.2 Policy updated to reflect the Every Student Succeeds Act, which provides that military connected students will be assigned a national identification number to facilitate monitoring of their academic progress and requires districts to issue an annual report card that includes state achievement results for each student. Regulation also reflects new law which provides that a student will be deemed to meet district residency requirements if his/her parent/guardian is transferred or is pending transfer to a military installation within the state. BP/AR420.4 Policy updated to delete material regarding the conversation of a low performing school into a charter school when petitioned by parents under the Parent Empowerment Act, and to add requirement that accountability measures in an approved charter include student outcomes aligned with state priorities in the local control accountability plan. Regulation updated to reflect new law which provides that a charter petition may include admission preferences, including, but not limited to, priority for siblings of admitted or enrolled students and children of the school's staff and founders, provided that the admission preferences are approved by the district board, and nondiscriminatory, and do not require parent/guardian volunteer hours.

**Financial Impact:** None

**Student Impact:** Effective governance has a significant impact on student achievement.

**Recommendation:** Administration recommends approval of the updated Board Policies and Administrative Regulations.

**Agenda Item #: VII.E.1**

# **Board Policy**

## **School-Sponsored Trips**

BP 6153

### **Instruction**

The Governing Board recognizes that field trips supplement and enrich the classroom learning experience, lead to increased student achievement, and foster student engagement. The Board encourages field trips to reinforce and increase learning opportunities and to enhance district programs.

(cf. 0460 - Local Control and Accountability Plan)

Field trips shall be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study. (Education Code 35330)

(cf. 6143 - Courses of Study)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Requests for field trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other field trips shall be approved in advance by the principal.

(cf. 3312.2 - Educational Travel Program Contracts)

The principal shall establish a process for approving a staff member's request to conduct a field trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and student expense, and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

(cf. 3530 - Risk Management/Insurance)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent or designee shall coordinate with community

groups to supply funds for students in need. (Education Code 35330)

(cf. 1230 - School-Connected Organizations)

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 1700 - Relations Between Private Industry and the Schools)

The Board may approve the use of district funds for student expenses for in-state, out-of-state, or out-of-country field trips or excursions when permitted by law. In addition, expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of district equipment during the trip, may be paid from district funds. (Education Code 35330)

Legal Reference:

EDUCATION CODE

8760 Authorization of outdoor science and conservation programs

32040-32044 First aid equipment: field trips

35330 Excursions and field trips

35331 Provision for medical or hospital service for pupils (on field trips)

35332 Transportation by chartered airline

35350 Transportation of students

44808 Liability when pupils not on school property

48908 Duties of pupils; authority of teachers

BUSINESS AND PROFESSIONS CODE

17550-17550.9 Sellers of travel

17552-17556.5 Educational travel organizations

Management Resources:

WEB SITES

American Red Cross: <http://www.redcross.org>

California Association of Directors of Activities: <http://www.cada1.org>

U.S. Department of Homeland Security: <http://www.dhs.gov>

(3/91 7/06) 10/17

Policy  
approved:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# **Board Policy**

## **Transitional Kindergarten**

BP 6170.1

### **Instruction**

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

### **Eligibility**

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)  
(cf. 5111.1 - District Residency)  
(cf. 5141.22 - Infectious Diseases)  
(cf. 5141.3 - Health Examinations)  
(cf. 5141.31 - Immunizations)  
(cf. 5141.32 - Health Screening for School Entry)

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the

child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

### Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)  
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)  
(cf. 6011 - Academic Standards)  
(cf. 6174 - Education for English Learners)

The Board shall establish the length(s) of the school day in the district's TK program. TK programs may be maintained for different lengths of time either at the same or different school sites, as long as the school day is at least three hours but no more than four hours. The Superintendent or designee shall annually report to the California Department of Education as to whether the district's TK programs are offered full day, part day, or both. (Education Code 37202, 46111, 46117, 48003)

(cf. 6111 - School Calendar)  
(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

### Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC.

(Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

#### Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten.  
(Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

#### Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

#### Legal Reference:

##### EDUCATION CODE

8973 Extended-day kindergarten

37202 School calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten

48000 Age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade



48003 Kindergarten annual report  
48200 Compulsory education, starting at age six

Management Resources:

CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

(4/15 10/15) 10/17

Policy  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# **Administrative Regulation**

## **Education For Foster Youth**

AR 6173.1

### **Instruction**

#### Definitions

Foster youth means a child who has been removed from his/her home pursuant to Welfare and Institutions Code 309, is the subject of a petition filed under Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602 or is a nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. (Education Code 42238.01, 48853.5)

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison for foster youth shall determine which school is the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, and shall be based on the best interests of the foster youth. (Education Code 48853.5)

Best interest means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

#### District Liaison

The Superintendent designates the following position as the district's liaison for foster youth:  
(Education Code 48853.5)

Principal

(position or title)

4612 Dehesa Rd. El Cajon, CA 92019

(address)

(619) 444-2161  
(phone number)  
heather.griffiths@dehesasd.net  
(email)

(cf. 6173 - Education for Homeless Children)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)
2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

(cf. 5125 - Student Records)  
(cf. 6146.3 - Reciprocity of Academic Credit)

3. When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including a manifestation determination prior to a change in the foster youth's placement when he/she is a student with a disability. (Education Code 48853.5, 48911, 48915.5, 48918.1)

(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)  
(cf. 6164.6 - Identification and Education Under Section 504)

5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

(cf. 5141.6 - School Health Services)  
(cf. 5148.2 - Before/After School Programs)

(cf. 6164.2 - Guidance/Counseling Services)  
(cf. 6172 - Gifted and Talented Student Program)  
(cf. 6174 - Education for English Learners)  
(cf. 6177 - Summer Learning Programs)  
(cf. 6179 - Supplemental Instruction)

6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

7. Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate services for the district's foster youth

(cf. 1020 - Youth Services)  
(cf. 5113.1 - Chronic Absence and Truancy)

8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.

## Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies:  
(Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

(cf. 6159 - Individualized Education Program)  
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another education program and submits a written statement to the district indicating that determination

and that he/she is aware of the following:

- a. The student has a right to attend a regular public school in the least restrictive environment.
- b. The alternate education program is a special education program, if applicable.
- c. The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.
- d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.

- a. The student may continue in the school of origin for the duration of the court's jurisdiction.
- b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.
- c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
- d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the

recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. Does not have clothing normally required by the school, such as school uniforms

(cf. 5132 - Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

(cf. 5111.1 - District Residency)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

(cf. 9320 - Meetings and Notices)

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute.

(Education Code 48853.5)

#### Transportation

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner

to enable foster youth to remain in their school of origin, for the duration of their time in foster care, when it is in their best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

(cf. 3540 - Transportation)

(cf. 3541 - Transportation Routes and Services)

#### Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school
2. A verified court appearance or related court-ordered activity

(cf. 5121 - Grades/Evaluation of Student Achievement)

#### Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

#### Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 5145.6 - Parental Notifications)

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)



(cf. 1312.3 - Uniform Complaint Procedures)

(12/13 12/15) 10/17

Regulation  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California



# **Board Policy**

## **Education Of Children Of Military Families**

BP 6173.2

### **Instruction**

The Governing Board recognizes that children of military families face challenges to their academic success caused by the frequent moves or deployments of their parents/guardians in fulfillment of military service. The district shall provide such students with academic resources, services, and opportunities for extracurricular and enrichment activities that are available to all district students.

- (cf. 5125 - Student Records)
- (cf. 6011 - Academic Standards)
- (cf. 6145 - Extracurricular and Cocurricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6179 - Supplemental Instruction)

The Superintendent or designee may waive district policies or rules when necessary to facilitate the enrollment, placement, advancement, eligibility for extracurricular activities, or on-time graduation of children of military families, in accordance with the Interstate Compact on Educational Opportunity for Military Children as ratified in Education Code 49700-49704.

- (cf. 5117 - Interdistrict Attendance)
- (cf. 6146.1 - High School Graduation Requirements)
- (cf. 6146.3 - Reciprocity of Academic Credit)

The Superintendent or designee shall provide information and/or training to administrators, other appropriate district staff, and military families regarding the provisions of the Interstate Compact and the educational rights of children of military families.

- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)
- (cf. 5020 - Parent Rights and Responsibilities)

The Superintendent or designee shall collaborate with parents/guardians, school liaison officers from military installations, and/or other agencies within and outside the state to facilitate the transition of children of military families into and out of the district.

- (cf. 1020 - Youth Services)
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 6020 - Parent Involvement)

The Superintendent or designee shall annually report to the Board and the public on the educational outcomes of children of military families. Such reports may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade levels, and graduation rates.

(cf. 0500 - Accountability)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference:

EDUCATION CODE

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48050-48054 Nonresidents

48200-48208 Persons included (compulsory education law)

48300-48316 Student attendance alternatives, school district of choice program

49700-49704 Education of children of military families

51225.3 Requirements for graduation

51240-51246 Exemptions from requirements

51250-51251 School-age military dependents

66204 Certification of high school courses as meeting university admissions criteria

UNITED STATES CODE, TITLE 10

101 Definitions

1209 Transfer to inactive status list instead of separation

1211 Members on temporary disability retired list: return to active duty; promotion

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

6311 State plan

UNITED STATES CODE, TITLE 29

794 Section 504 of the federal Rehabilitation Act

Management Resources:

CALIFORNIA CHILD WELFARE COUNCIL

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Final Report to the Legislature on the Interstate Compact on Educational Opportunity for Military Children, April 2014

WEB SITES

CSBA: <http://www.csba.org>

California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CAChildWelfareCouncil.aspx>

California Department of Education, Educational Options Office:

<http://www.cde.ca.gov/ls/pf/mc>

Military Interstate Children's Compact Commission: <http://www.mic3.net>

(11/09) 10/17

Policy  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# **Administrative Regulation**

## **Education Of Children Of Military Families**

AR 6173.2

### **Instruction**

#### Definitions

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement
3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

#### Enrollment

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if his/her parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

(cf. 5111.1 - District Residency)

When a child of a military family is transferring into the district, the Superintendent or designee may enroll the child based on the child's placement in the previous district, pending receipt of the child's records. Upon enrollment, the Superintendent or designee shall immediately request the student's records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)  
(cf. 5141- Health Care and Emergencies)  
(cf. 5141.31- Immunizations)

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer.  
(Education Code 46600, 48307)

(cf. 5117 - Interdistrict Attendance)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

#### Placement

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the child's enrollment and/or assessment in his/her previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

(cf. 6141.5 - Advanced Placement)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6172 - Gifted and Talented Student Program)  
(cf. 6174 - Education for English Learners)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services to the student based on his/her current individualized education program. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the student's existing Section 504 plan. The district may authorize subsequent evaluations of



the student to ensure appropriate placement. (Education Code 49701)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

#### Absences

When a student's parent/guardian is an active duty member and is called to duty for, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with his/her parent/guardian. (Education Code 49701)

(cf. 5113 - Absences and Excuses)

#### Notification and Complaints

Information regarding the educational rights of children of military families, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of children of military families, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

(11/09 3/16) 10/17

Regulation  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# **Board Policy**

## **Charter School Authorization**

BP 0420.4

### **Philosophy, Goals, Objectives and Comprehensive Plans**

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition for a start-up charter school to be established within the district. In addition, an existing district school may be converted to a charter school when deemed beneficial by the district and community. (Education Code 47605, 47606, 53300)

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, he/she also may meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

Approval of Petition

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to schools best able to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)  
(cf. 0420.43 - Charter School Revocation)

The Board shall ensure that any approved charter contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

#### Denial of Petition

The Board shall deny any petition to authorize the conversion of a private school to a charter school. The Board shall also deny any petition for a charter that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605)

Any other charter petition shall be denied only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state educational institutions

220 Nondiscrimination

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

33126 School Accountability Report Card

41365 Charter school revolving loan fund

42238.51-42238.2 Funding for charter districts

44237 Criminal record summary

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools

49011 Student fees

51745-51749.6 Independent study

52052 Numerically significant student subgroup, definition

52060-52077 Local control and accountability plan

56026 Special education  
56145-56146 Special education services in charter schools  
CORPORATIONS CODE  
5110-6910 Nonprofit public benefit corporations  
GOVERNMENT CODE  
3540-3549.3 Educational Employment Relations Act  
CODE OF REGULATIONS, TITLE 5  
11700.1-11705 Independent study  
11960-11968.5.5 Charter schools  
CODE OF REGULATIONS, TITLE 24  
Part 2 California Building Standards Code  
UNITED STATES CODE, TITLE 20  
7223-7225 Charter schools  
COURT DECISIONS  
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986  
ATTORNEY GENERAL OPINIONS  
89 Ops.Cal.Atty.Gen. 166 (2006)  
80 Ops.Cal.Atty.Gen. 52 (1997)  
78 Ops.Cal.Atty.Gen. 297 (1995)

Management Resources:

CSBA PUBLICATIONS

Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Charter School Authorization: Guidance and Technical Assistance for Prospective Charter School Authorizers, Webinar 2014

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers, May 2000

WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>  
National Association of Charter School Authorizers: <http://www.qualitycharters.org>  
U.S. Department of Education: <http://www.ed.gov>

(3/06 3/12) 12/17

Policy  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# **Administrative Regulation**

## **Charter School Authorization**

AR 0420.4

### **Philosophy, Goals, Objectives and Comprehensive Plans**

#### Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

#### Advisory Committee

#### Components of Charter Petition

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against a student on the basis of characteristics listed in Education Code 220. It shall also contain reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.



The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

5. The qualifications to be met by individuals to be employed by the school.

6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.

7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceed the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.
10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
  - a. Designation of a responsible entity to conduct closure-related activities
  - b. Notification to parents/guardians, the Board, the county office of education, the special

education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

- (1) The effective date of the closure
  - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
  - (3) The students' districts of residence
  - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
  - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
  - e. Transfer and maintenance of personnel records in accordance with applicable law
  - f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
  - g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
  - h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
  - i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate  
(cf. 7160 - Charter School Facilities)
2. The manner in which administrative services of the school are to be provided

3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

#### Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

(10/13 10/15) 12/17

Regulation  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** Policy Updates BP 1325, BP 3100, BP 3515.7, AR 3517, BP4119.21/4219.21/4319.21

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

**Background:** The Board policies are periodically updated in Gamut. The District is trying to maintain updated polices and not get behind as in previous years.

**Report:** BP1325 Policy updated to reflect new law which prohibits advertising of foods or beverages during the school day, including participation in a corporate incentive program that rewards students with free or discounted foods or beverages, unless the food or beverage complies with nutritional standards. Policy also clarifies court decision regarding advertisements containing religious viewpoints. BP 3100 Policy updated to reflect new law which provides that if the amount of monies in the state Public Schools System Stabilization account is three percent or more of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district's combined assigned or unassigned ending general fund balance must not exceed 10 percent of those funds in the immediately following fiscal year, unless the district is a basic aid district, is a district with average daily attendance of 2,500 or less, or is exempted by the county superintendent of schools under extraordinary fiscal circumstances. BP 3515.7 Policy updated to reflect new law which eliminates the authority of Superintendent or designee to permit a person with a concealed weapons permit to possess a firearm on school grounds. Exhibits deleted as they applied to the possession of firearms on school grounds and are now unnecessary. AR 3517 Policy deleted and contents moved to AR. Regulation expanded to more directly reflect law regarding the conditions that must be inspected pursuant to the Office of Public school Construction's facilities inspection tool. Regulation reflects new law which requires a school that serves any grades 6-12 and is a high poverty school, as defined, to stock 50% of its restrooms with feminine hygiene products and to make such products available free of charge to students. Regulation also adds recommendation for lead testing and describes the circumstances under which drinking water is required to be tested for lead, including a requirement of new law for testing of school buildings constructed before January 1, 2010. BP4119.21/4219.21/4319.21 Policy updated to reflect new law which requires any district that has an employee code of conduct addressing employee interactions with students to post that section of its code of conduct on each school's web site and to provide it to parents/guardians at the beginning of the school year.

**Financial Impact:** None

**Student Impact:** Effective governance has a significant impact on student achievement.

**Recommendation:** Administration recommends approval of the updated Board Policies and Administrative Regulations.

**Agenda Item #: VII.E.2**

# **Board Policy**

## **Advertising And Promotion**

BP 1325

### **Community Relations**

The Governing Board establishes this policy to ensure effective and consistent standards for advertisements and promotions by nonschool groups in school-sponsored publications, on district and school web sites and social media, and on school facilities and grounds. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

- (cf. 1113 - District and School Web Sites)
- (cf. 1114 - District-Sponsored Social Media)
- (cf. 1330 - Use of School Facilities)
- (cf. 5145.2 - Freedom of Speech/Expression)
- (cf. 6145.5 - Student Organizations and Equal Access)

#### **OPTION 2: Limited Public Forum**

The Board desires to promote positive relationships between district schools and the community in order to enhance community partnerships, support, and involvement in the schools. The Superintendent or designee may, consistent with the criteria established in this policy, approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 6162.8 - Research)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

- (cf. 1700 - Relations Between Private Industry and the Schools)

3. Paid advertisements on school property, including, but not limited to, advertisements on school buildings, athletic fields, scoreboards, and billboards

4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media

5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

- (cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

#### Criteria for Approval

The Superintendent, principal, or designee shall not accept for distribution, or allow on school property, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools
3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act

(cf. 1160 - Political Processes)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

4. Contain prayer or proselytizing language
5. Position the district on any side of a controversial issue

(cf. 6144 - Controversial Issues)

6. Discriminate against, attack, or denigrate any group on account of any unlawful consideration

(cf. 0410 - Nondiscrimination in District Programs and Activities)



7. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children

(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.62 - Tobacco)

8. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)

(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 5030 - Student Wellness)

9. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

(cf. 1321 - Solicitation of Funds from and by Students)

10. Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee may also consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

(cf. 0000 - Vision)

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

Legal Reference:

EDUCATION CODE

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-38139 Civic Center Act

49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:

49431.9 Advertisement of non-nutritious foods  
BUSINESS AND PROFESSIONS CODE  
25664 Advertisements encouraging minors to drink  
CALIFORNIA CONSTITUTION  
Article 1, Section 2 Free speech rights  
U.S. CONSTITUTION  
Amendment 1, Freedom of speech and expression  
UNITED STATES CODE, TITLE 42  
1751-1769j School Lunch Program  
1773 School Breakfast Program  
COURT CASES  
Hills v. Scottsdale Unified School District, (2003) 329 F.3d 1044  
DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958  
Yeo v. Town of Lexington, (1997) 131 F.3d 241  
Henry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856  
Bright v. Los Angeles Unified School District, (1976) 18 Cal. 3d 450  
Lehman v. Shaker Heights, (1974) 418 U.S. 298

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

(11/01 4/13) 12/17

Policy  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# **Board Policy**

## **Budget**

BP 3100

### **Business and Noninstructional Operations**

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

#### **Budget Development and Adoption Process**

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The Board shall adopt the district budget on or before July 1 of each year. (Education Code

42127)

At a public meeting scheduled on a date after the public hearing on the budget, the Board shall, following its adoption of the LCAP or an annual update to the LCAP, adopt the budget. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

#### Budget Criteria and Standards

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)  
(cf. 6173.1 - Education for Foster Youth)  
(cf. 6174 - Education for English Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)  
(cf. 3110 - Transfer of Funds)

#### Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

#### Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year that the district is notified by the Superintendent of Public Instruction that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds. (Education Code 41202, 42127.01)

#### Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 7210 - Facilities Financing)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are

eligible for benefits in the current fiscal year. (Education Code 42140)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

### Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

### Legal Reference:

#### EDUCATION CODE

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

41202 Determination of minimum level of education funding

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42140-42141 Disclosure of fiscal obligations

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon



45253 Annual budget of personnel commission  
45254 First year budget of personnel commission  
52060-52077 Local control and accountability plan  
GOVERNMENT CODE  
7900-7914 Appropriations limit  
CODE OF REGULATIONS, TITLE 5  
15060 Standardized account code structure  
15440-15451 Criteria and standards for school district budgets  
15494-15496 Local control funding formula, expenditures

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits

Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

(12/14 10/15) 12/17

Policy  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# **Board Policy**

## **Firearms On School Grounds**

BP 3515.7

### **Business and Noninstructional Operations**

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement and other appropriate individuals and agencies to address the security of school campuses.

- (cf. 3515 - Campus Security)
- (cf. 3515.2 - Disruptions)
- (cf. 3515.3 - District Police/Security Department)
- (cf. 4158/4258/4358 - Employee Security)
- (cf. 5131.4 - Student Disturbances)
- (cf. 5131.7 - Weapons and Dangerous Instruments)

Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)

If a district employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.

The prohibition against the possession of firearms on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 1112 - Media Relations)
- (cf. 1113 - District and School Web Sites)
- (cf. 1114 - District-Sponsored Social Media)

#### **Legal Reference:**

##### **EDUCATION CODE**

- 32281 Comprehensive safety plan
- 38001.5 District security officers; requirements if carry firearm

##### **PENAL CODE**

- 626.9 Gun Free School Zone Act
- 830.32 District police department; district decision to authorize carrying of firearm
- 16150 Definition of ammunition

16520 Definition of firearm  
26150-26225 Concealed weapons permit  
30310 Prohibition against ammunition on school grounds  
UNITED STATES CODE, TITLE 18  
921 Definitions, firearms and ammunition  
922 Firearms, unlawful acts  
923 Firearm licensing  
UNITED STATES CODE, TITLE 20  
7961 Gun-Free Schools Act; student expulsions for possession of firearm

Management Resources:

WEB SITES

Office of the Attorney General: <http://oag.ca.gov/firearms>

(4/16) 12/17

Policy  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# **Administrative Regulation**

## **Facilities Inspection**

AR 3517

### **Business and Noninstructional Operations**

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, he/she shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.

(cf. 3514 - Environmental Safety)

7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and

unobstructed.

9. Electrical Systems: Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.

10. Lighting: Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.

11. Pest/Vermin Infestation: No visible or odorous indicators of pest or vermin infestation are evident.

12. Drinking Fountains: Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.

13. Restrooms: Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, in a school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)

14. Sewers: The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.

15. Roofs: Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.

16. Drainage: School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.

17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.

18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

(cf. 0510 - School Accountability Report Card)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5-35292.6 School maintenance

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20  
6314 Title I schoolwide program  
UNITED STATES CODE, TITLE 42  
300f-300j-27 Safe Drinking Water Act

Management Resources:

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION  
PUBLICATIONS

Facility Inspection Tool: School Facility Conditions Evaluation

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

Coalition of Adequate School Housing: <http://www.cashnet.org>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

(11/06 7/08) 12/17

Regulation  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California



# **Board Policy**

## **Professional Standards**

BP 4119.21 4219.21,4319.21

### **Personnel**

The Governing Board expects district employees to maintain the highest ethical standards, behave professionally, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of the district, advances the goals of the district's educational programs, and contributes to a positive school climate.

(cf. 0200 - Goals for the School District)  
(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)  
(cf. 5131 - Conduct)  
(cf. 5137 - Positive School Climate)

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

(cf. 2111 - Superintendent Governance Standards)  
(cf. 9005 - Governance Standards)

Each employee is expected to acquire the knowledge and skills necessary to fulfill his/her responsibilities and to contribute to the learning and achievement of district students.

(cf. 4112.2 - Certification)  
(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

### **Inappropriate Conduct**

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 3515.7 - Firearms on School Grounds)  
(cf. 4158/4258/4358 - Employee Security)

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians,

staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child

4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student

5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time

6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members

7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

(cf. 3515.2 - Disruptions)

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records

10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information

(cf. 3580 - District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)  
(cf. 5125.1 - Release of Directory Information)

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

(cf. 4040 - Employee Use of Technology)

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

#### Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. 4117.7/4317.7 - Employment Status Reports)  
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

#### Notifications

The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination

44050 Employee code of conduct; interaction with students

44242.5 Reports and review of alleged misconduct

48980 Parental notifications

##### PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

##### CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for alleged misconduct

80331-80338 Rules of conduct for professional educators

#### Management Resources:

##### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Professional Standards for Educational Leaders, February 2014

California Standards for the Teaching Profession, 2009

##### COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Professional Standards for Educational Leaders, 2015

##### NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

##### WESTED PUBLICATIONS

Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003

##### WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>  
California Teachers Association: <http://www.cta.org>  
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>  
Council of Chief State School Officers: <http://www.ccsso.org>  
WestEd: <http://www.wested.org>

(7/09 7/12) 12/17

Policy  
adopted:

DEHESA SCHOOL DISTRICT  
El Cajon, California

# DEHESA SCHOOL DISTRICT

**To:** Members of the Board  
**From:** Nancy Hauer  
**Subject:** **Personnel  
Recommendations**

Meeting Date: April 19, 2018

- Action
- First Reading
- Information
- Presentation
- Discussion
- Public Hearing
- Roll Call Vote Required

The Governing Board is requested to approve/ratify the following personnel recommendations:

**Personnel:**

**Certificated:**

1. To accept the resignation of a certificated employee effective 6/14/2018.
2. To accept the resignation of a certificated employee effective 6/14/2018.

**Classified:**

1. To hire a 3.75 hour Child Nutrition Assistant effective 3/14/2018.
2. To hire a 3.0 hour Business Services Specialist effective 4/09/2018.

**Agenda Item #: VII.F**