

**East L.A. Classic Theatre-Language In Play**  
1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017

**AGREEMENT FOR CONSULTANT SERVICES**  
**AMENDMENT**

This AMENDMENT is made effective on October 22, 2015, and it is made by and between the East L.A. Classic Theatre-Language In Play hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's current agreement dated October 5, 2015 currently provides services at the following schools: La Mirada, Willow, Sunset, Ocean View Hills and San Ysidro Middle School.

WHEREAS, the District would like to include two additional schools to participate in the Language In Play Program: Vista Del Mar and Smythe Schools

NOW, THEREFORE, The Consultant and the District agree as follows:

Per Section 16 of original agreement:

East L. A. Classic Theatre would like to request an increase of \$15,000.00 to original contract to cover an additional two (2) schools that will participate in the Language In Play Program. All other terms and conditions on original agreement dated October 5, 2015 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

CONSULTANT:

East L.A. Classic Theatre-Language In Play  
1055 West 7<sup>th</sup> Street, 33<sup>rd</sup> Floor  
Los Angeles, CA 90017  
(213) 223-6818  
FEIN No. 95-4532421

DISTRICT:

San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
(619) 428-4476

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
veronica@elact.org  
Email

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent  
Name & Title

\_\_\_\_\_  
julio.fonseca@sbsd.k12.ca.us  
Email

\_\_\_\_\_  
Date signed

/ **11B.3**  
Board approved  
**Page 1 of 1**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education and Pupil Services  
Sergio Campos, Psy.D., Director

**AGENDA ITEM: SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH  
PROCARE THERAPY, INC. FOR 2015-2016 SCHOOL YEAR**

**BACKGROUND INFORMATION:**

Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem solving weaknesses, listening comprehension difficulty and such.

ProCare Therapy, Inc., a non-public agency, will be providing speech services for more than 60 students who receive special education services per their Individualized Education Programs (IEPs) for the 2015-2016 school year in order to meet federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regard to communication development strategies.

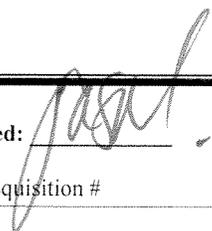
The cost implication is \$85.00 per hour x 40 hours a week at an estimated total cost of \$86,360.00

**RECOMMENDATION:**

Approve the San Diego County Nonpublic Master Contract with ProCare Therapy, Inc. for school year 2015-2016 at an estimated total cost of \$86,360.00 from Special Education funds.

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Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

\$86,360.00  
(Amount)

Special Education  
(Name of funding source and/or location)

0600-6500-5001-3900-5600-005-052  
(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

# 2015-2016 San Diego County Nonpublic Master Contract

*Directions:*

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.



San Diego County Nonpublic Master Contract  
Main Document

2015-2016

Special Education Department

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

**2015-2016**  
**Nonpublic**  
**Master Contract**  
  
**Main Document**



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**11B.4**  
**Page 3 of 28**

San Diego County Nonpublic Master Contract  
Main Document

2015-2016

Index of Provisions

**Contract Section** **Page Number**

---

**SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

1.1	Master Contract .....	2
1.2	Individual Services Agreement .....	2
1.3	Nonpublic Certification or Waiver .....	2
1.4	Term of Master Contract .....	2
1.5	Compliance with Applicable Federal and State Laws .....	3
	a. Nondiscrimination .....	3
	b. Sexual Harassment Policy .....	3
	c. Corporal Punishment Prohibitions .....	3
	d. Behavioral Emergency Reports .....	3
1.6	Definitions .....	4

**SECTION 2: ADMINISTRATION OF CONTRACT**

2.1	Supersedes Prior Contracts .....	4
2.2	Modifications and Amendments .....	4
2.3	Notices .....	5
2.4	Independent Contractor Status .....	6
2.5	Subcontract and Assignment .....	6
2.6	Indemnification .....	6
2.7	Insurance .....	6
2.8	Transportation .....	7
2.9	Waivers .....	7
2.10	Successors in Interest .....	7
2.11	Severability .....	7
2.12	Conflicts of Interest .....	7
2.13	Inability to Meet Contract Requirements .....	8
2.14	Dispute Resolution .....	8
2.15	Venue and Governing Law .....	8
2.16	Right to Report Master Contract Violations .....	8
2.17	Termination of Master Contract and/or Individual Services Agreement .....	8
	a. Master Contract .....	8
	b. Individual Services Agreement .....	8
2.18	Individualized Education Program (IEP) Individualized Family Service Plan (IFSP) .....	9
2.19	Free Appropriate Public Education .....	9
2.20	Pupil Progress .....	9
2.21	Assessments .....	10
2.22	Confidentiality of Records .....	10
2.23	Forwarding Educational Records .....	10

**SECTION 3: PERSONNEL**

3.1	Verification of Credentials, Licenses and Other Qualifications .....	10
3.2	Employee Fingerprints and Tuberculosis Testing .....	11
3.3	Qualifications of Instructional Aides and Teacher Assistants .....	11
3.4	Requirement to Report .....	11

**San Diego County Nonpublic Master Contract  
Main Document**

*2015-2016*

a. Child Abuse or Molestation.....	11
b. Missing Student.....	11
c. Student Injury.....	11

**SECTION 4: FISCAL**

4.1	Billing and Payment.....	11
	a. Invoices.....	11
	b. Late Invoices.....	12
	c. Payment.....	12
	d. Pupil Enrolled Prior to Approval of Agreement to a Contract.....	12
	e. Late Payment.....	12
	f. Medi-Cal Reimbursement.....	12
4.2	Right to Withhold.....	12
4.3	Inspection and Audit.....	13
	a. Maintenance of Fiscal Records.....	13
	b. Maintenance of Student Records.....	13
	c. LEA Access to Documents Related to the Master Contract.....	13
	d. Audit Exceptions.....	13
	e. Reasons for Unannounced Visits.....	13
	f. Quality Review Committee.....	13

**SECTION 5: SIGNATURES**

SIGNATURE PAGE.....	14
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San Diego County Nonpublic Master Contract  
Main Document

2015-2016

NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2015-2016

This Master Contract is made and entered into

this 26<sup>th</sup> day of October, 2015 between the

San Ysidro School District, County of San Diego,  
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

ProCare Therapy, Inc.  
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

**SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5. Consists of the Master Contract (Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract Main Document together with all applicable appendices for particular contractor. It is understood that this Master Contract does not commit the LEA to payment for special education and related services provided to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval (developed in circumstances when a student is being authorized for services prior to any contract being executed) is given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.<sup>1</sup> It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR may request a review of the pupil's IEP/IFSP for the purposes of consideration of a change in the pupil's placement. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

1.3 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.4 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1<sup>st</sup>), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

1.5 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) Prohibitions. No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56365
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56365
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Behavioral Emergency Reports (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA which shall report annually the number of Behavioral Emergency Reports to the California Department of Education and the Advisory Commission on Special Education.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

**1.6 DEFINITIONS**

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

**SECTION 2: ADMINISTRATION OF CONTRACT**

**2.1 SUPERSEDES PRIOR CONTRACTS**

This contract and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

**2.2 MODIFICATIONS AND AMENDMENTS**

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

2.3 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of the receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Arturo Sanchez-Macias, Chief Operating Officer  
Name/Title

San Ysidro School District  
Local Education Agency

4350 Otay Mesa Road  
Address

San Ysidro                      CA                      92173  
City                                      State                                      Zip

( 619 ) 428-4476 x 3004  
Phone

( 619 ) 428-6473  
Facsimile

arturo.macias@sbsd.k12.ca.us  
Email Address

Notices to the CONTRACTOR shall  
be addressed to:

Patrick Pierre, Director of Educational Resources  
Name/Title

ProCare Therapy, Inc.  
Nonpublic School

1979 Lakeside Pkwy Ste 800  
Address

Tucker,                      GA                      30084  
City                                      State                                      Zip

( (770) 325-0363  
Phone

( 866 ) 360-5109  
Facsimile

patrick.pierre@procaretherapy.com  
Email Address

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

2.4 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.5 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.6 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.7 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.8 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.9 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.10 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees.

2.11 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.12 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.13 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.14 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.15 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.16 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.17 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.18 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.19 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and

**San Diego County Nonpublic Master Contract  
Main Document**

*2015-2016*

review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

**SECTION 3: PERSONNEL**

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

**San Diego County Nonpublic Master Contract  
Main Document**

*2015-2016*

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

**SECTION 4: FISCAL**

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the

**San Diego County Nonpublic Master Contract  
Main Document**

2015-2016

LEA within 5 days after the 10<sup>th</sup> consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by

**San Diego County Nonpublic Master Contract  
Main Document**

*2015-2016*

LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

f. Quality Review Committee

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

San Diego County Nonpublic Master Contract  
Main Document

2015-2016

**SECTION 5: SIGNATURES**

The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on October 26, 2015 and terminates at 5:00 p.m. on June 30, 2016 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Patrick Pierre, Director of Educational Resources  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Arturo Sanchez-Macias, Chief Operating Officer  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**2015-2016**  
**Nonpublic**  
**Master Contract**

**Appendix B: Agencies**



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2015-2016*

Index of Provisions

Contract Section	Page Number
<b>SECTION 1: EDUCATIONAL PROGRAM</b>	
1.1 Admission/Enrollment Procedure .....	1
1.2 Supplies and Equipment.....	1
1.3 Calendar .....	1
1.4 Parent Visits/Communication.....	1
a. Visits .....	1
b. Communication.....	2
1.5 Ownership.....	2
1.6 Staff Absences.....	2
 <b>SECTION 2: ATTENDANCE</b> .....	 2
<b>SECTION 3: SAFETY</b>	
3.1 Safe and Appropriate Environment.....	2
 <b>SECTION 4: CONFLICT OF INTEREST</b> .....	 3
<b>SECTION 5: FINANCIAL</b>	
5.1 Rate Schedule for Contract Year.....	4
A. Related Services .....	4
B. Education Related Mental Health Services .....	5
<b>SECTION 6: APPROVALS</b>	
SIGNATURE PAGE.....	6
<b>INTERIM SERVICE AGREEMENT</b> .....	7
<b>INDIVIDUAL SERVICES AGREEMENT</b> .....	8

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2015-2016*

**NONPUBLIC MASTER CONTRACT**  
**Appendix B: Agencies**

CONTRACT YEAR 2015-2016

**SECTION 1: EDUCATIONAL PROGRAM**

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 9 (Notices) of this contract within 10 working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2015-2016*

- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

**SECTION 2: ATTENDANCE**

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for 5 consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 9 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

**SECTION 3: SAFETY**

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2015-2016*

health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

**SECTION 4: CONFLICT OF INTEREST**

All recommendations for service by CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to 10 months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last 365 days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last 365 days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
 2015-2016

**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ProCare Therapy, Inc

The CONTRACTOR NUMBER: 2A-IL-002

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows: IEP participation will be reimbursed at rates 2-9.

A.	<u>Related Services</u>	<u>Rate</u>	<u>Period</u>
1)	a. ABA Service Behavior Intervention to include: Discrete Trial, Applied Behavior Analysis based strategies, implementation of Behavior plans, PRT/Floor Time, Structured TEACCH, Direct Instruction, Adaptive skills, data collection, Social skill groups, other 1:1 or small group intervention, attendance at progress meetings	_____	_____
	b. ABA Service Supervision to include: IEP meetings, FAA/BIP writing Assessments, writing/implementation of Behavior Support Plans, Data collection and analysis, supervision of CONTRACTOR staff, Progress meetings, Parent counseling and training, psychological services <i>Excludes: Notes, material preparation, report writing and staff training and other Non-contact time with the student</i>	_____	_____
2)	a. Education Counseling (not ed related mental health)- Individual	_____	_____
	b. Education Counseling (not ed related mental health)- Group	_____	_____
3)	a. Language/Speech Therapy-Individual	\$85.00	hour
	b. Language/Speech Therapy-Group	\$85.00	hour
4)	Occupational Therapy	_____	_____
5)	Music Therapy	_____	_____
6)	Adapted Physical Education	_____	_____
7)	Orientation/Mobility Training	_____	_____
8)	Physical Therapy	_____	_____
9)	a. Nursing Services – Health Aide	_____	_____
	b. Nursing Services – LVN	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
 2015-2016

c. Nursing Services – RN		
d. Nursing Services – CRN		
10) Consultation to include: <u>Psychoeducational/Neuropsychological Assessments, Professional Development, Independent Evaluation</u>		
11) a. Transportation		
b. Transportation - Parent *		
12) Other _____		
13) Other _____		
14) Other _____		
15) Other _____		
16) Other _____		
17) Other _____		
18) Other _____		
19) Other _____		
20) Other _____		

\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

**B. Education Related Mental Health Services**

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u> <small>(Daily, hourly, etc.)</small>
_____ Assessment		
_____ Individual Counseling (510)		
_____ Counseling & Guidance (515)		
_____ Parent Counseling & Training (520)		
_____ Psychological Services (530)		
_____ Social Work Services (525)		
_____ *ERMHS Provider All Inclusive FTE Rate		

(Includes but not limited to: IEP participation, Report writing, Progress reporting, travel, consultation and any of the services listed above including assessment)

**\* District will define the scope of work for the FTE Contractor**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
2015-2016

**SECTION 6: APPROVALS**

**CONTRACTOR**  
Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Patrick Pierre, Director of Educational Resources  
(Type) Name and Title

---

APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

---

**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Arturo Sanchez-Macias, Chief Operating Officer  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER EDUCATION CODE 17546 (a) (b) (c)

**BACKGROUND INFORMATION:**

The District periodically has inventory items that become obsolete and are recommended for disposal, donation or sale on an "As is" basis. At this time, the items listed below are no longer needed by the District and/or are no longer usable due to age and/or disrepair. The items are determined to have no use by District staff and will be sold/auctioned in compliance with the California Education Code Sec. 17546 (a) (b) (c). Please refer to the attached list of items that will be disposed of or sold on an "As is" basis.

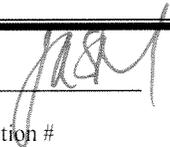
The Superintendent recommends that the Board declare District personal property as obsolete and surplus to be disposed, sold, or donated as per California Education Code Sec. 17546 (a)(b)(c).

**RECOMMENDATION:**

Approve/Declare District personal property as obsolete and surplus to be disposed, sold, or donated as per California Education Code Sec. 17546 (a)(b)(c).

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-16 Budget?

Requisition #

Yes     No

Yes     No

Revenue

(Amount)

General Fund

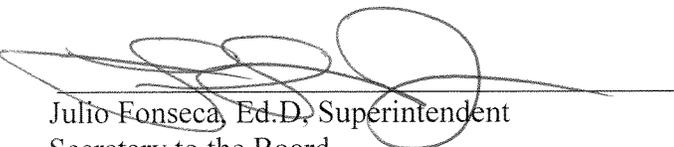
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D, Superintendent  
Secretary to the Board

BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS  
OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER EDUCATION CODE 17546 (a) (b) (c)

OCTOBER 22, 2015

Qty	Description
1	Metal Bookshelf
5	Television
3	Printers (Make: Brother)
13	Computer monitors
25	IDF Boxes
33	CPU Holders
4	Metal rack frames CPI
2	Multicom
2	Refrigerators
2	Conference Tables
6	Salad bar tables
5	Trapazoid tables (incomplete)
7	Partition walls
various	Tiles different sizes and colors
26	TV Brackets
32	Power strips
27	Optic fiber boxes
4	Optic fiber rolls
7	High output TIR flourscent lights (boxes)
	Scaffold
	Old circuit breaker panel
36	File cabinets
8	Metal cabinets
3	Food warmers
	Old printer equipment
2	Speed buffers
6	Fitness equipment
9	Big rectangular tables
47	Chairs - different sizes
1	Changing station
1	Lift (broken)
5	Kinder furniture
1	Bulletin board
2	Stanley steel box
1	Air compressor
20	Individual student desks - broken

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:** Human Resources  
Amy Hunt, Executive Director

**AGENDA ITEM:** AGREEMENT WITH THE TITAN GROUP

**BACKGROUND INFORMATION:**

The Titan Group will be assisting the Human Resources Department with consultations, case administration, report preparation and other services as requested by the District.

**RECOMMENDATION:**

Approve/Ratify the agreement with The Titan Group for professional services during 2015-2016 at a cost not to exceed \$7,500 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** page 1

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

\$7,500.00

(Amount)

General Fund

(Name of funding source and/or location)

--

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**RETAINER AGREEMENT**

This will confirm San Ysidro Elementary School District, hereinafter known as **Client**, is/are employing The Titan Group, Professional Investigations, (California) (CA PI 26242), hereinafter known as the **Investigations** to initiate an investigation regarding the following matter:

- **EEO/Labor/Employment/Human Resources Investigation, Surveillance and Consulting.**

Investigator's hourly rates and travel time for this matter are per the most recent published rate of \$ 155.00 per hour and \$ .75 mileage, surveillance is \$95.00 per hour and .75 cents a mile. Investigator will forward Client statements and/or invoices listing in detail any and all time and expenses incurred in the investigation of the matter.

If courtroom testimony, or deposition, regarding this matter or any matter related to it as required, the fee will be as listed above and for any four-hour portion thereof. All courtroom and deposition fees are on account. Included in Client's bill will be any costs incurred by Investigator for long distance toll calls, meals, lodging, parking, data inquiries, copies, subcontractors fees, etc., in reference to this case. Investigator will supply Client with receipts for meals and lodging when incurred.

Investigator will supply statements and/or invoices upon completion of various phases of the investigation, which Client agrees to pay immediately upon receipt.

Client and Investigator mutually agree to keep one another fully advised of evolving developments and/or newly developed data that could reasonably be considered helpful to the investigation in progress. Investigator agrees to faithfully obey all applicable laws of the State of California and the United States in the course and scope of this investigation. All POST services are at 1.5 times the listed rate. Services will be billed on a monthly basis and paid 30 day net.

Should any litigation arise from this agreement resulting from non-payment of fees, the prevailing party shall collect all attorney's fees and costs resulting from the litigation.

Should any litigation arise from this case through no fault of the Investigator, or his employees, the Client shall pay all fees (including the regular hourly rate of the Investigator) in addition to any costs sustained by the Investigator in the litigation process.

The investigator declares he is duly licensed by and through the California State Bureau of Security and Investigative Services, Private Investigator license number 26242.

This agreement shall be binding upon Client's heirs, executors, and personal representatives. Client, by signing this agreement, certifies he/she has thoroughly examined and fully understands the foregoing agreement. Investigator and Client mutually agree that all information regarding this matter will be kept in the strictest of confidence.

Dated this 15<sup>th</sup> day of ~~September~~ <sup>October</sup>, 2015

Client: .....

Investigator: ....Edward Saucerman

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:** Human Resources  
Amy Hunt, Executive Director

**AGENDA ITEM:** POINT LOMA NAZARENE UNIVERSITY AGREEMENT

**BACKGROUND INFORMATION:**

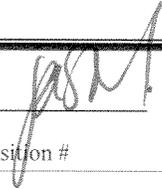
The San Ysidro School District would like to enter into an agreement with Point Loma Nazarene University to participate in a supervised fieldwork program to increase the pool of fully qualified teachers available to our school district. Point Loma Nazarene University specializes in specific areas of need including special education teacher training, school psychology and school counseling.

**RECOMMENDATION:**

Approve the agreement with Point Loma Nazarene University for Supervised Fieldwork Program.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

N/A

(Amount)

N/A  
(Name of funding source and/or location)

--  
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into and executed as of **October 1, 2015** by and between **Point Loma Nazarene University** ("PLNU"), referred to here as the University, and **San Ysidro School District**, referred to here as the District with respect to the following matters:

- A. The Parties to this MOU desire to set forth their respective responsibilities concerning the delivery of post-baccalaureate programs offered by PLNU which may include the following: Intern Credential the Level I Preliminary and the Level II Professional Clear Credentials for Special Education (Mild-Moderate and Moderate Severe Education Specialist Credentials), the Preliminary and Clear Administrative Services credential, the Pupil Personnel Services Credential, and the Master of Arts in Education with concentrations in Teaching and Learning, Educational Leadership, Counseling, The Master of Arts in Special Education degree, and Early Student Teaching Field Experience/Clinical Practice. The selected programs in any given academic year will be referred to as the PLNU Partnership Programs.

NOW THEREFORE, the parties agree as follows:

- B. Program Description

The *PLNU Partnership Programs* will be operated in accordance with the following:

1. Under the terms and conditions in this agreement, PLNU will provide California Commission on Teacher Credentialing (CCTC) approved programs. This may include the Preliminary Credentials in Multiple Subject, Single Subject, and Education Specialist both Mild-Moderate and Moderate Severe for teachers teaching with Intern Credentials and Professional Clear Credentials for the Education Specialist (Mild-Moderate and Moderate Severe.) Additional CCTC approved programs may include the Preliminary and Professional Credentials in Administrative Services and the Pupil Personnel Services Credential, Early Student Teaching Field Experience/Clinical Practice.
2. Under the terms and conditions of this agreement, PLNU will also provide Master of Arts in Education courses of study with concentrations in Teaching and Learning and Special Education that incorporate and augment the BTSA Induction standards to the graduate-M.A. level. **District** teachers will be provided the instruction and support to present BTSA evidence of proficiency aligned with induction standards to meet specific PLNU course requirements.

3. **The District** will validate the completion of BTSA/Induction requirements at a proficient level for candidates seeking graduate course credit for meeting BTSA formative assessment and induction standards.

C. Tuition

Each participating teacher will be responsible for paying his/her own assessed tuition rate to PLNU according to a specified schedule.

D. Termination

This MOU may be terminated by either party with a written notice from the party initiating the termination. The termination notice may only apply to future PLNU semester or quad, for which this MOU applies, and the MOU cannot be terminated for the semester or quad currently being taught at the time notice of termination is given. In such cases, PLNU and **District** teachers enrolled in the PLNU Partnership Program will establish a new agreement between PLNU and the respective candidates. In the event that the Program is terminated for any reason, PLNU will extend every effort to ensure candidates will be able to complete the program at the mutually agreed upon rate. Any tuition discount associated with this Partnership Program ends with the termination of this agreement. New candidates will not be permitted to enroll or receive the discount rate.

E. General Liability Insurance

The DISTRICT does not furnish workers' compensation insurance for PLNU students participating in this program. COLLEGE/UNIVERSITY, at its discretion, may maintain at its sole expense workers' compensation and employers liability for students who are participating in this program.

The University shall provide and maintain commercial general liability insurance acceptable to the District in the minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, with an aggregate limit twice the occurrence limit. The University shall furnish to the District, upon request, proof of the above coverage in the form of certificates of insurance.

The District shall provide and maintain: commercial general liability insurance acceptable to the District in the minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, with an aggregate limit twice the occurrence limit. The District shall furnish to the University, upon request, proof of the above coverage in the form of certificates of insurance.

F. Indemnification

The University shall hold harmless, defend, and indemnify the District and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys fees), or causes of action arising from any negligent or willful act of the University, its officers, employees, agents or student teachers incurred in the performance of this Agreement.

*Memorandum of Understanding – PLNU and San Ysidro School District*

The District shall hold harmless, defend, and indemnify the University and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys fees), or causes of action arising from any negligent or willful act of the District, its officers, employees, or agents incurred in the performance of this Agreement

G. Term

The term of this MOU shall be for a term beginning **October 1, 2015**. Each party shall be bound from the date signed by both parties until **August 31, 2020** (end of the PLNU academic year then in progress). The MOU will be reviewed and extended for the next academic year by mutual agreement if there are no substantive changes that would require action by either entity governing bodies.

H. Miscellaneous.

Entire Agreement

This MOU constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the PLNU credential and advanced degree programs identified in this agreement. The MOU supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Amendment The provisions of the MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

Waiver Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

Assignment Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

Parties in Interest Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third persons to any party of this MOU.

Severability If any provision of this MOU is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU

*Memorandum of Understanding – PLNU and San Ysidro School District*

shall continue in full force and effect and shall in no way be impaired or invalidated.

Governing Law The rights and obligations of the parties and the interpretation and performance of this MOU shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

**For Point Loma Nazarene University:**

Name: Kerry D. Fulcher, Ph.D.

Title: Provost and Chief Academic Officer  
Address: Point Loma Nazarene University  
3900 Lomaland Dr.  
San Diego, CA 92106

\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

**PLNU Contact:**

Name: Deborah E. Erickson, Ed.D.  
Title: Dean, School of Education  
Address: Point Loma Nazarene University  
4007 Camino Del Rio South, Suite 400  
San Diego, CA 92108

**Partner**

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

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

Authorized Signature: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT  
MULTI-PRIME SERVICES

**BACKGROUND INFORMATION:**

The District is soliciting Request for Proposals from construction firms to provide Construction Management Multi-Prime Services and related work associated with the various District modernization and alterations projects.

Public Notices will be posted to notify eligible and qualified construction firms. Interested parties may contact the District's Business Services Office to request a copy of the Request for Proposals packet. It will also be made available through the District's website.

**RECOMMENDATION:**

Approve the issuance of the Request for Proposals for Construction Management Multi-Prime Services.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D, Superintendent  
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS**

**FOR**

**CONSTRUCTION MANAGEMENT  
MULTI-PRIME SERVICES**

**FOR**

**LA MIRADA ELEMENTARY MODERNIZATION**

**SMYTHE ELEMENTARY MODERNIZATION**

**WILLOW SCHOOL (K-8)**

**VARIOUS PROJECTS**

**Submissions Due by 10:00 a.m. local time on November 17, 2015**

**SAN YSIDRO SCHOOL DISTRICT**

**4350 OTAY MESA ROAD  
SAN YSIDRO, CA 92173**

**SAN YSIDRO SCHOOL DISTRICT**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES**  
**FOR**  
**SITE'S MODERNIZATION PROJECTS**

**1. Introduction.**

The San Ysidro School District ("District") is seeking highly qualified construction management (CM) firms to provide CM Multi-Prime services as outlined in Exhibit A, for various upcoming construction and modernization projects. It is the intent of the District to select one CM Firm with proven experience in California public school construction and proven experience with the CM Multi-Prime delivery method.

**1.1. Overview:**

**1.1.1. Project(s) Type(s).** The projects are modernization to be constructed on different sites in the San Ysidro School District, San Ysidro, California. The project will include *administration, classrooms, multipurpose/locker, mechanical, and spaces.*

**1.1.2. Proposed Project Schedule(s).** The anticipated schedule for the project(s) is as follows:

<b>Project</b>	<b>Preconstruction/ CM Services Start</b>	<b>Construction Start</b>	<b>Project Completion</b>
La Mirada Elementary	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
Smythe Elementary	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
Willow Middle School	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
Multi-Projects	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>

**1.1.3. Project Costs.** The estimated *total* costs for the projects mentioned above is for \$3,000,000.00, which **does not** include district soft costs.

**1.1.4. Funding Source.** Building Fund.

**1.1.5. Nature of the Award.** The intent of the District is to award contract for all projects listed in this Request for Proposals.

**1.2. Basis for Selection.** The District will open and evaluate the individual proposals on their merit and select the proposal deemed most advantageous to the District. The District reserves the right to select a proposal based upon the best overall value to the District.

## 2. Proposal Schedule

2.1. Advertisement or release of RFP.	11/03/2015
2.2. Questions Due	11/10/2015 – 03:00PM
2.3. Submissions Due	11/17/2015 – 10:00AM
2.4. Notice of Selection	11/21/2015

## 3. General Requirements

### 3.1. Instructions to applicants

- 3.1.1. **Questions.** All questions related to this RFP should be directed to Jose Arturo Sanchez Macias, Chief Operating Officer. Mr. Sanchez Macias can be contacted at 619-428-4476, ext. 3004 or [arturo.macias@sysd.k12.ca.us](mailto:arturo.macias@sysd.k12.ca.us). All questions must be submitted no later than November 10, 2015 by 03:00 p.m.. Questions received after the above-noted deadline may be answered at the discretion of the District. Responses will be provided **via email**.
- 3.1.2. **Delivery requirements.** *Two sets of copies of your proposal must be received at the San Ysidro School District's Business Services office, located at **4350 Otay Mesa Road, San Ysidro, CA 92173**, no later than 10:00 a.m. on November 17, 2015.* The proposal must be sealed in a box/envelope. Respondent's name and address shall appear in the upper left hand corner of the box/envelope. Proposals submitted electronically or by fax will not be accepted. It is the responsibility of the proposer to ensure proper and timely delivery of the proposal.
- 3.1.3. **Proposals to be prepared at firm's expense.** Costs for preparing responses and any other related material is the responsibility of the proposer and shall not be chargeable in any manner to the District. The District will not be held liable for any cost incurred by proposers in response to this RFP.
- 3.1.4. **District reserves the right to accept or reject any and all proposals.** The District reserves the right to reject any or all responses, or may waive any informality in a response. Failure to respond to all submission requirements set forth in Article 4 may result in rejection of your proposal. All proposals submitted shall become the property of the District.
- 3.1.5. **Mandatory requirements**
- a. **License.** Proposing firm must possess a current California Contractor's License/classification – Class B as of the date and time of the submission. Identify if the license has ever been suspended, revoked, or a complaint filed within the last seven (7) years requiring formal hearing.
  - b. **Experience.** In order to receive consideration by the District, firms submitting qualifications packages must have experience both as a general contractor and Construction Manager for California Public School Construction projects under the jurisdiction of DSA.

- c. **Evidence of ability to meet minimum Insurance requirements.** Proposer must be able to carry, maintain and keep in full force and effect, a policy or policies of insurance as identified below.
- **Statutory workers' compensation.** Workers compensation must meet all applicable requirements of the Labor Code of the State of California and occupational disease insurances as applicable, including employer's liability insurance in limits of not less than One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for any one accident/occurrence, covering all of Construction Manager's personnel.
  - **Comprehensive general liability.** General liability must cover the work with bodily injury and death limits of not less than One Million Dollars (\$1,000,000) as to any one occurrence and property damage insurance with limits of not less than One Million Dollars (\$1,000,000) as to any one occurrence, Two Million Dollars (\$2,000,000) aggregate.
  - **Combined single limit automobile public liability insurance.** If not included in general liability coverage, automobile insurance must cover bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000). Said automobile insurance shall cover all owned, non-owned and hired vehicles used by Construction Manager in performance of the project.
  - **Professional Liability.** Procure and maintain professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

#### 4. Submission Requirements

- 4.1. **Proposal Format.** Proposals should be brief and concise, but provide sufficient clarity to meet the criteria to be used in the evaluation process. Overly elaborate submissions are not requested or desired by the District, including brochures or additional marketing material.

The submission, in its entirety, must be bound in some form or enclosed in a three ring binder and is limited to thirty (30) pages. Title sheets, cover letter, table of contents and dividers do not count toward the page limit.

- 4.2. **Letter of Interest.** The letter should introduce the company and team and provide a general overview of the entire proposal.

#### 4.3. **Table of Contents**

- 4.4. **Company Qualifications.** Provide a brief history of your firm including:

- 4.4.1. **Legal Entity.** Describe the legal entity under which your organization operates.
- a. If your firm is a corporation provide the date of incorporation, state(s) of incorporation filed, president's name, vice president's name(s), secretary's name, and treasurer's name.
  - b. If your firm is a partnership or joint venture provide the date of organization, type of partnership or venture, names of general partners and limited partners. Joint ventures are to provide an explanation why they are associating.
  - c. If your firm is a sole proprietor provide the date of organization and the name of the owner.
- 4.4.2. **Litigation/Arbitration/Termination.** If you have been a party in any litigation, mediation, arbitration with an owner while providing construction management services,

or if you have been terminated for cause while under a construction management agreement, describe each event in detail and indicate the final results.

**4.4.3. Business Experience and Licensing.** Describe the business experience of your organization:

- a. Indicate the year your organization was founded under the present name.
- b. List any other or former names under which the organization has operated.
- c. Indicate the number of years your organization has practiced Construction Management.
- d. If your organization operates from more than one location, indicate the office from which the proposed project will be served.
- e. Indicate the qualifying contractors license.
- f. Include current certificates of insurance.

**4.5. Project Experience and References.** List the relevant construction experience of your organization. It is preferred the firm demonstrate experience with new school construction and school modernization projects, and prior experience with successfully providing construction management multiple-prime services for California school districts. Firms must list a minimum of five (5) projects that demonstrate experience.

For each project listed, firms must indicate the project name, delivery method, description of facility, location, owner, owner contact name, phone and email, architect contact and phone, value, start date, and completion date.

**4.6. Firm Staffing and Key Personnel.**

- 4.6.1. Provide the total number of staff currently employed by the firm.
- 4.6.2. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person(s), and how many years they have been with the proposer company.
- 4.6.3. Provide brief resumes with the individual(s) that will be working directly with the District.

**4.7. Technical Capabilities**

**4.7.1. State and Local Agencies.** Describe your organizations familiarity with the procedures and requirements of the following state and local agencies and their approval process:

- a. Office of Public School Construction
- b. Department of State Architect
- c. Department of Toxic Substance Control
- d. California Department of Education

**4.7.2. Project Approach.** Provide a statement of the organizations general approach to the services as identified in Exhibit A.

## **5. Evaluation and Award Process**

**5.1. Evaluation Criteria.** All submissions deemed responsive and able to meet mandatory requirements as outlined in Article 3.1.5 will be evaluated based on the following:

- 5.1.1. Firm's qualifications
- 5.1.2. Reliability and continuity of the firm
- 5.1.3. Relevant project experience

5.1.4. Project team experience, capabilities, training and experience

5.2. **Final Selection.** Final selection of the successful firm will be made prior to the August Board Meeting. A contract will be negotiated following the selection of the firm to perform Construction Management Multiple Prime services. If contract negotiations with the firm determined to provide the best value to the district are not successful the District reserves the right to suspend negotiations with the best value firm, and proceed to the next best value firm.

5.3. **Interview.** Following the qualifications based evaluation process, a shortlist of firms may be identified to be interviewed.

5.4. **Final Selection.** *Final selection of the successful firm will be made on November 21, 2015 and will be placed on the Board of Education agenda on December 10, 2015.* A contract will be negotiated following the selection of any one firm to perform Construction Management multi-prime services on a given project. If contract negotiations with the firm determined to provide the best value to the District are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with the best value firm, and proceed to the next best value firm.

## 6. List of Exhibits

EXHIBIT A - Scope of Services

**EXHIBIT A  
SCOPE OF SERVICES**

1. **Preconstruction Services.** Construction Manager shall provide services that relate to the organization and development of the project prior to the start of construction including the following:
  - a. **LEED/CHPS Services.** Review the design and detail to confirm the project will receive the LEED certification specified by the District and make sure that there is no ambiguity that may make for difficult enforcement of contractor(s).
  - b. **Site Evaluation.** Consult with District staff in relation to the site selected or to be selected. Assist with DTSC and CDE site approval processes.
  - c. **Plan Review: Value Engineering and Constructability.** Value Engineering and Constructability: Provide plan review and constructability services with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Provide a detailed analysis of all major project systems with an emphasis on possible value engineering items.
  - d. **Master Budgeting and Scheduling.** Provide master budgeting and scheduling services including the identification of anticipated project revenues and expenditures based upon traditional project milestones.
  - e. **Detailed Construction CPM Schedule.** Produce detailed construction CPM schedule to be incorporated into the project documents including identification of the project critical path.
  - f. **Preliminary and Detailed Estimates.** In concert with item c. above, provide a preliminary construction estimate using like kind construction costs. Upon receipt of plans and specifications, provide a detailed construction estimate showing the values of all major components of the project.
  - g. **Bidding Strategies.** Consult with District staff regarding bidding strategies with an emphasis upon timing, development of alternates, and bid package scoping.
  - h. **Project Accounting and Management Systems.** In concert with District staff, develop the project accounting and budget management systems.
  - i. **General Conditions Document Preparation.** The Construction Manager shall ensure that the General Conditions are suitable for the Construction Management delivery system. The Construction Manager and the District shall coordinate this effort with District's legal counsel and obtain the District mandated approvals prior to publication.
  - j. **Project Scoping.** Multiple Prime Construction Management requires that the project be divided into logical categories of work.
  
2. **Bid/Award Phase Services:**
  - a. **Bidder Interest.** Generate and encourage bidder interest in the project and provide assistance with such issues as bonding, insurance, and DVBE compliance.
  - b. **Advertisements.** Assist District staff with the placement of both the project legal advertisements and any other pre-bid advertisements.

- c. **Pre-bid Conferences.** In cooperation with District personnel conduct pre-bid and site visit meetings with potential bidders.
- d. **Responses to Bidder Inquiries.** Provide coordination of and, when possible, responses to bidder inquiries.
- e. **Plan and Addenda Distribution.** Distribute all plan sets, bid packages, and addenda.
- f. **Bid Evaluation and Review.** Review and evaluate all bids for responsiveness and certify the construction bid results.
- g. **Contract Documents.** Prepare contract packages for District review. Distribute and monitor completion of these contract packages.
- h. **NOA's and NTP's.** Issue Notices of Award (NOA) and Notices to Proceed (NTP) on behalf of the District.

3. **Construction Phase Services:**

- a. **CPM Schedule Maintenance.** Maintain a detailed and date specific CPM schedule. Continue to update the CPM construction schedule and distribute to the appropriate parties.
- b. **Budget Control and Maintenance.** Prepare cumulative project budget reports updated regularly with the latest construction cost and soft cost data.
- c. **Storm Water Pollution Plan.** Ensure that Storm Water Pollution Prevention Plan is initiated, and maintained.
- d. **LEED/CHPS Services.** Provide required submittal review, monitor material procurement and construction activities required to achieve LEED/CHPS points.
- e. **Agency Interface.** Provide agency interface during construction process.
- f. **Schedule of Values.** Review and reconcile each contractor's schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase.
- g. **Monthly Billing Procedures.** Generate a standard billing process and confirm billing information from the contractors. Review and obtain Inspector and Architect approvals. Forward monthly contractor billing packages to the District.
- h. **Conduct Pre-Construction Conference.** Conduct pre-construction conference for the benefit of the successful contractors. Provide information with regard to reporting procedures and site rules and regulations prior to the start of construction.
- i. **Project Record Documents.** Coordinate and expedite all activities in connection with the contractors' obligation to provide "as-built" documents. Ensure that all as-builts are incorporated into a single set of Project Record Documents.
- j. **Interim Housing.** Schedule and coordinate District interim housing requirements so as to minimize disruption to both the construction progress and any ongoing District activities.

- k. **Document Control.** Establish and implement procedures for submittals, change orders, and requests for information. Maintain logs, files, and other necessary documentation.
- l. **Shop Drawings & Submittals.** Review and monitor the status of shop drawings and related correspondence.
- m. **Administration of the Construction Contracts. Management and Supervision:** Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and project schedule. Provide onsite management of the project as necessary. Ensure that District requirements regarding certified payrolls and subcontractor and material supplier releases are carried out.
- n. **Change Order Review.** Establish and implement a change order processing system that provides review of scope, price, and added contract time.
- o. **Contractor Claims.** Evaluate and mitigate all claims for additional cost or time due to any alleged cause.
- p. **Verified Reports.** Process and forward all verified reports to the Architect for submission to DSA.
- q. **Project Meetings.** Coordinate and attend weekly job-site progress meetings with the District, Architect, Inspector of Record, and Prime Contractors if and when needed.
- r. **Insurance Certificates.** Monitor Prime Contractor insurance certificates for coverages, endorsements, limits, and expiration dates.

4. **Post Construction and Project Close-Out Services:**

- a. **Relocation.** Coordinate the arrival and installation of District furnished materials and F&E. Provide coordination schedules for user relocation
- b. **User Training.** Schedule and document all District training sessions. Arrange for supplementary information where needed. Arrange for Manufacturers to conduct training for maintenance and operations staff
- c. **Punch lists.** Develop punch list of defective work. Create a punch list schedule for completion. Verify completion of punch list items.
- d. **Submit As-Builts.** Review contractual requirements for As-Built Documents and crate procedures.
- e. **Project Closeout and Warranties.** Create Operation and Maintenance Manuals. Compile all contractor turn-over items and deliver to the district. Process and coordinate all post construction project warranty and guarantee claims
- f. **Final Lean Releases.** Verify requirements in the Construction Documents.
- g. **OPSC/DSA Close Out.** Provide a checklist of items that must be submitted to OPSC and DSA for close out.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 22, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** SELECTION OF QUALIFIED CONTRACTOR FOR PROP 39 CALIFORNIA  
CLEAN ENERGY JOBS ACT – ENERGY CONSERVATION SERVICES

**BACKGROUND INFORMATION:**

The San Ysidro School District solicited Request for Qualifications (RFQ) pursuant to California Government Code 4217 to accept submissions from qualified organization to identify, assess, and implement projects using Prop 39 funding. The District was allocated approximately \$254,623, for the fiscal year 2014 and anticipates a total allocation of approximately \$1,273,115.

A public notice was placed in the San Diego Union-Tribune from October 1<sup>st</sup> to October 7<sup>th</sup>, 2015. In total, five (5) RFQ information packets were sent out by the Business Services Department. On October 16, 2015, two (2) proposals were received and reviewed.

As a result of this process, the District staff recommends Ameresco Inc. as the firm who will be the single point of contact on Prop 39 related projects and shall be responsible for assisting the District with the development and approval of a Prop 39 Expenditure Plan. Upon approval of the Expenditure Plan, the selected firm shall serve as the design-build entity and single point of contact (POC) for the implementation of the scope of work associated with the approved expenditure plan.

**RECOMMENDATION:**

Approve Ameresco Inc. as the firm who will be point of contact on Prop 39 related projects and will assist the District with the development and approval of a Prop 39 Expenditure Plan.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

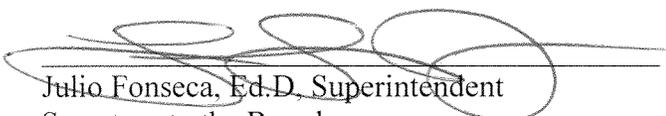
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D, Superintendent  
Secretary to the Board

Prepared for  
San Ysidro School District

**Request for Qualifications  
California Clean Energy Jobs  
Act, Proposition 39,  
Energy Conservation  
Services**

**San Ysidro School District**

*October 16, 2015*



**San Ysidro School District**

"Provides an educational environment in which all students succeed."

**AMERESCO**   
Green • Clean • Sustainable

## Request for Qualifications California Clean Energy Jobs Act, Proposition 39, Energy Conservation Services

October 16, 2015

Prepared for  
San Ysidro School District

Presented by  
Ameresco, Inc.  
Kenneth W. Casey, B.E.P., C.S.D.P.  
Manager - Business Development, California  
135 S State College Road Suite 265  
Brea, CA 92821  
P: 949.929.4650 (mobile)  
E: kcasey@ameresco.com

*This statement of qualifications contains data and information that has been submitted in response to a request for qualifications and is provided in confidence. The contents include proprietary information and trade secrets that belong to Ameresco, Inc., (Confidential Information) and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order because of or in connection with the submission of this proposal, Client shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed. This restriction does not limit the Client's right to use or disclose data obtained without restriction from any source, including the proposer.*

## Table of Contents

Table of Contents.....	i
Cover Letter .....	1
1. Background, Financial Capacity & Management Structure .....	3
2. Energy Project References .....	35
3. Project Approach .....	37
4. Savings .....	49
5. Additional Benefits and Value Added Elements .....	55

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## Cover Letter

October 16, 2013

Jose Arturo Sanchez Macias  
Chief Operating Officer  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, California 92173

**Re: Request for Qualifications, (RFQ) – California Clean Energy Jobs Act, Proposition 39, Energy Conservation Services**

Mr. Sanchez-Marcias:

On behalf of the Ameresco team, thank you for providing us the opportunity to participate in the San Ysidro School District, *Request for Qualifications: California Clean Energy Jobs Act, Proposition 39, Energy Conservation Services*. As it is our intent to be relevant, this submittal focuses on Ameresco's technology, safety, financial strength and practical experience. We are unmatched in our scope of services provided, financial solvency and experience around the country. Simply put, Ameresco can provide San Ysidro School District, (SYSD) with comprehensive demand and supply-side energy solutions to fully implement the directives outline in your published RFQ:

- **Comprehensive Demand and Supply-side Solutions:** Because of Ameresco's position as an independent energy service provider, we have emerged as the industry leader in developing "turnkey" energy solutions. If selected, we will collaboratively work with SYSD staff to develop a comprehensive energy performance contract that could greatly enhance the learning environment as well as provide savings for years to come.
- **Safety as the Number One Priority:** With one of the lowest Experience Modification Rates in the industry, Ameresco takes workplace safety seriously. We require all project members, including subcontractors, to formally sign-off on our Corporate Safety Manual. Our Director of Construction Services conducts regular site safety inspections to ensure the health and well-being of our staff, clients and the environment. We have never incurred a recordable workplace injury at an installation.
- **Constructing and Performance Assurances:** Ameresco has successfully developed and constructed over \$5 billion dollar worth of energy performance contracts over the past 15 years with entities across the globe. Our projects are completed on-time, and with budget and long-term performance assurances, we will never surprise a client with change orders or performance issues.

- **Local Subcontractors:** With our long history working in school districts and cities around the Country we understand the potential economic benefit an energy project can bring to a community. We will work diligently with our clients to hire qualified local subcontractors to implement the proposed projects to ensure every project contributes back to the community.
- **Vast Experience in Educational Opportunities and Public Outreach:** Ameresco Inc. provides a comprehensive client educational and marketing program to promote the vision, responsibility and environmental leadership of our clients. We work to bring the District's message of financial responsibility and environmental stewardship outside of the facilities department and into the classroom and larger community to maximize the project's value to all stakeholders.

**Primary Contact:**

Kenneth W. Casey, B.E.P., C.S.D.P.

T: 949.929.4650

Manager, Business Development-California

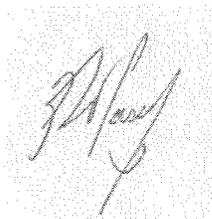
E: kcasey@ameresco.com

135 s. State College Blvd., Ste. 265

Brea, California 92821

Our team offers a full breadth of services and the expertise necessary to fund, develop, engineer, construct, operate and maintain a myriad of energy/water efficiency and renewable energy projects. On behalf of Ameresco we would like to thank you for the opportunity to participate in this RFQ process and for the opportunity to establish and foster a strong business relationship. We are proud of our team and the work product that is included in this submittal. We hope we have satisfied your requirements and have proven our dedication and commitment to the San Ysidro School District.

Best Regards.



Kenneth W. Casey, B.E.P., C.S.D.P.

Manager, Business Development, California

Ameresco, Inc.

## 1. Background, Financial Capacity & Management Structure

*RFP: Provide general information on the respondent including: a brief history of the firm, key differentiating factors and areas of expertise, length of time performing services, and location of California offices.*

Ameresco, Inc. (NYSE: AMRC) is a leading, independent full-service provider of comprehensive energy services including energy efficiency, infrastructure upgrades and renewable energy solutions for clients throughout North America. Ameresco's only business is energy, from energy and water conservation to renewable energy project development. With over 1,000 employees throughout over 70 offices, we have emerged as the industry's leader in developing turnkey energy solutions for energy saving performance contracting (ESPC) and renewable solutions.

Ameresco specializes in reducing energy consumption and funding facility upgrades and improvements using guaranteed energy savings. Since Ameresco's inception in 2000, we have designed and implemented over \$5 billion in energy projects. Over the past five years, we have completed over \$2.4 billion in energy projects for higher education institutions, K-12 public and private schools, cities and counties, the federal government, state agencies, commercial and industrial clients, and non-profit organizations throughout North America. In California alone, Ameresco has experience in over \$294.5 million in energy projects, including over 48.5MW in renewable energy generation.

Ameresco offers the experience, expertise and knowledge of the unique opportunities that support fiscal responsibility; renew asset infrastructure; reduce facilities' environmental impacts; and provide a healthier, more comfortable and safer environment for post-secondary campuses. Our staff is uniquely qualified to develop a comprehensive and customized energy program that will assist San Ysidro School District (SYSD) in achieving all available savings in the most time-effective manner.

Ameresco was the first energy services provider accredited by the National Association of Energy Service Companies (NAESCO). Additionally, Ameresco is pre-qualified through the U.S. Department of Energy and the U.S. Department of Defense, as well as various counties and state municipalities throughout California. Ameresco is pre-qualified by the California State University system, California Department of General Services, County of Los Angeles, Sonoma County Water Agencies, and several other organizations which pre-qualify ESCOs in the state. We are also a California School Boards Association's exclusive energy-efficiency partner.

Our team of energy professionals has a proven track record of successfully partnering with clients to achieve their strategic priorities and progressive operating principles via energy solutions. Members of our team have worked together to deliver successful projects throughout the western U.S., including California. Our team provides the highest level of quality control to consistently exceed our client's expectations. In fact, Ameresco's projects achieve 103 percent of all performance guarantees on a portfolio wide basis.

Ameresco staff manages and conducts its energy audits, project development, project/construction management, and M&V using in-house resources. Ameresco will establish subcontractor alliances on a case-by-case basis, as we do for virtually all of our clients. This process keeps us vendor neutral and ensures that we are able to meet the financial, operational, Small, Women, Minority, and Service Disabled Veteran Business Enterprise utilization, and other goals identified by the District.

As a vendor-neutral engineering based energy services provider, a partnership with Ameresco produces an unbiased, value-based program to address facility-wide needs. Ameresco is neither affiliated with nor a subsidiary of any equipment manufacturers, system manufacturers or installation contractors. Our energy projects are never influenced by the sale of equipment or systems, or ties with installation subcontractors. Our projects are developed to provide the best solution to meet the needs of the customer. Our independence from manufacturers and suppliers allows us the freedom to develop and implement the best lifecycle solution for our clients.

Of most significance, Ameresco has extensive experience implementing energy efficiency and renewable energy solutions within k-12 educational buildings as part of our energy savings performance contracts for numerous districts through the country, a sampling of which have been included in the reference projects herein.

Ameresco understands the importance of supporting local economies. While bringing the strength and backing of a national Energy Services Company, Ameresco prides itself in maintaining an average of over 75 percent spending in the local communities where our projects reside.

Ameresco maintains five regional offices throughout California (Table 1.0) and approximately 78 in-house design, engineering and/or construction professionals, within the state. While our Corporate Office is located at 111 Speen Street, Suite 410, Framingham, MA 01701, **Ameresco will fulfill its obligations and manage the San Ysidro SD opportunity from our San Diego and Brea offices.**

Table 1.0 California Ameresco Offices

Office	Address	Contact
San Diego	12707 High Bluff Drive, Suite 200, San Diego, CA 92130	T: 949.929.4650
Walnut Creek	500 Ygnacio Valley Road, Suite 450 Walnut Creek, CA 94596	T: 510.982.3526
Costa Mesa	3090 Bristol Street, Suite 350, Costa Mesa, California 92626	T: 714.586.8106
Brea	135 South State College Boulevard, Suite 265, Brea, CA. 92821	T: 714.831.8060
Temecula	42191 Zevo Drive, Temecula, CA 92590	T: 888.967.6527

*RFP: Provide a statement of the respondent's financial capacity and capability to perform to the terms of this solicitation request.*

With 2014 revenues of over \$593.2 million and a construction backlog exceeding \$1.2 billion, Ameresco is one of the largest independent energy services companies in United States. For the year 2014, Ameresco had total assets of approximately \$629 million, cash in excess of \$23 million and a \$100 million credit facility. In addition, we maintain a \$1.4 billion surety credit facility through two corporate providers, both with an AM Best Rating of "A Excellent". Using its significant resources, Ameresco has

the financial fortitude to be a long-term partner with SYSD, ensuring a successful development execution, project implementation, and operations.

> Bonding Limits/Rates

Ameresco maintains an excellent relationship with their bonding agency, **DeSanctis Insurance Agency, Inc.** Ameresco has a **\$750 million backlog aggregate bonding capacity** with a \$150 million single limit demonstrating its financial strength and ability to deliver high quality projects on-time and on-budget. This facility is provided through Western Surety Company and Liberty Mutual Insurance Company acting as co-sureties. Both companies carry an AM Best Rating of A with a financial size category of XIII & XV respectively.

Name of present bonding agent or bank:

DeSanctis Insurance Agency, Inc.

100 Unicorn Park Drive

Woburn, MA 01801

781-935-8480 Phone / 781-933-5645 Fax

Richard F. Caruso (X-131) ([dickcaruso@verizon.net](mailto:dickcaruso@verizon.net)) / Michael F. Carney (X-115)  
([m.carney@desanctisins.com](mailto:m.carney@desanctisins.com))

*RFP: Provide a list of the personnel to be used on this project and describe their qualifications and experience with projects of a similar size and scope. Describe the management structure of the responding firm and include an organizational chart.*

With approximately 80 design, engineering, and construction professionals located throughout California, Ameresco has been licensed to perform work in the state for over 15 years as a firm, with many of our qualified staff members possessing over three decades of local California experience. Thus, Ameresco has in place a highly qualified team that is uniquely experienced to provide optimal services to the SYSD.

The lead individuals included below will work closely with SYSD to ensure that the energy expenditure planning and energy audit services are tailored to meet or exceed the expectations of the District. Additionally, each of them has been instrumental in the current success Ameresco has had with Proposition 39 funded projects. As needed, additional support can be provided from other members of the Ameresco Team.

Table 1.1 lists each of the team members who will be instrumental in the success of this Proposition 39 Energy Conservation and Energy Efficiency Services contract. Additionally, on the following pages, we have included each of the staff resumes included as part of our proposed team, each resume delineates an individual's qualifications and experience with similar projects.

### Roles and Responsibilities of team Members

Ameresco has assembled an experienced team of engineers and project managers to develop and implement a comprehensive energy project for SYSD. At all stages of the project, a direct Ameresco employee will be responsible for management and oversight of:

- Technical energy audit
- Engineering and design
- Project and construction management
- Finance
- Training and commissioning
- Measurement and verification
- Operation and maintenance

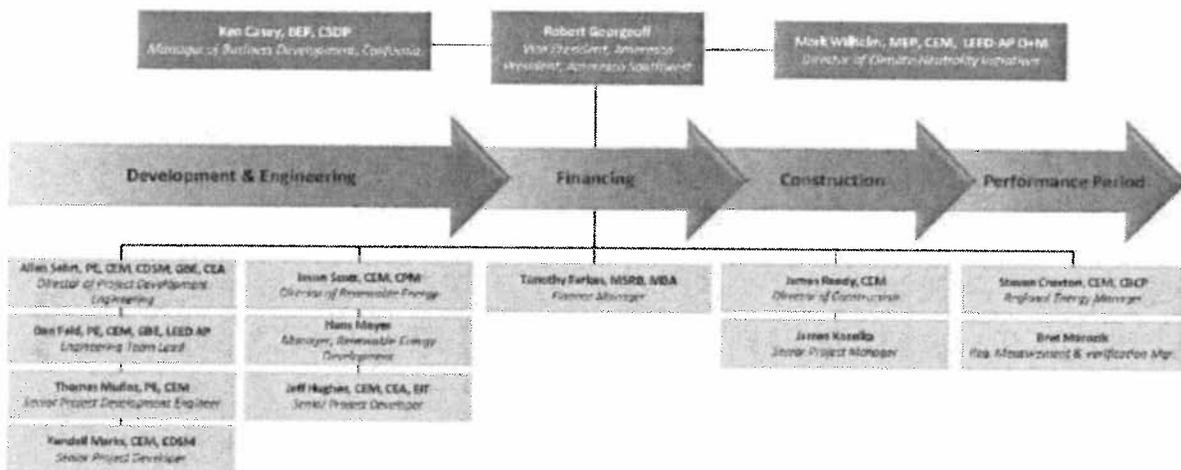
Please reference Table 1.0 for a list of the key personnel who will be assigned to SYSD. Current resumes, which include representative experience and skills applicable to the services required as part of the proposed scope of work, can be found on the following pages.

Table 1.1 Proposed Project Team

Team Member	Title/Role	Licenses/ Certifications
Primary Contact / Account Management		
<b>Ken Casey</b>	Manager of Business Development, California	BEP, CSDP
Contract Negotiations and Financing		
<b>Robert Georgeoff</b>	Vice President, Ameresco	
<b>Timothy Farkas</b>	Finance Manager	MSRB, MBA
Engineering and Design		
<b>Allen Sehrt</b>	Director of Project Development Engineering	PE, CEM, CDSM, GBE, CEA
<b>Dan Feld, Primary Technical Designer</b>	Senior Project Development Engineer	PE, CEM, GBE, LEED AP
<b>Kendall Marks</b>	Senior Project Development Engineer	CEM, CDSM

Table 1.1 Proposed Project Team

Team Member	Title/Role	Licenses/ Certifications
<b>Thomas Muñoz</b>	Senior Project Development Engineer	PE, CEM, CEPP
<b>Mark Wilhelm</b>	Director of Climate Neutrality Initiatives	LEED AP
<b>Construction Management</b>		
<b>James Reedy</b>	Director of Construction	CEM
<b>James Kozelka</b>	Senior Project Manager	
<b>Training</b>		
<b>James Kozelka</b>	Senior Project Manager	
<b>Long-Term Performance Monitoring</b>		
<b>Steven Croxton</b>	Regional Energy Manager	CEM, CBCP, LEED Green Assoc.
<b>Bret Marozik</b>	Measurement and Verification Manager	



Account Management

During this project, Mr. Ken Casey, Manager of Business Development, will be the primary contact for the district’s performance contract, and the designated Ameresco team will support him in all aspects of the project. Kendall Marks, Senior Project Developer and Dan Feld, Senior Project Development Engineer, will work closely with Mr. Casey on every technical detail of the SYSD project. Mr. Casey’s responsibilities will include:

- Communicating between all parties to ensure client satisfaction and clarity in exchange of ideas and information
- Identifying key goals and objectives
- Ensuring that all expectations of the district’s personnel are met or exceeded
- Ensuring the proper development of financial and technical solutions

- Developing and coordinating all agreements, terms and conditions
- Coordinating interaction with the client's personnel and the Ameresco Team
- Expediting the approval process through all required channels
- Ensuring that all desired ECMs and improvements are included in the final scope of work and contract

*Primary Contact for the SYSD Project*

- Ken Casey, Manager of Business Development, e-mail address: kcasey@ameresco.com

Financing

Ameresco has the in-house project finance expertise to help secure cost effective financing. Once a project is fully developed, Ameresco's finance team can provide the guidance necessary to obtain third-party financing if needed. Responsibilities may include:

- Developing the project financial model
- Developing a finance request for proposal in conjunction with the business administration for transparent request for proposal process
- Interfacing with lenders to encourage largest potential group of respondents with most cost effective proposals from lenders experienced with financing energy conservation measures
- Reviewing and analyze bidder responses
- Preparing a summary of bid results highlighting distinguishing factors from proposals
- Providing summary and lender proposals to the client for review and consideration
- Reviewing results of financing bids and summary with the client's officials
- Introducing the entity participating in the ESPC project to chosen lender and interface with all parties to close on financing
- Setting a timetable for closing and implementation of construction of the project
- Finalizing the project financial model to reflect final financing terms

*Primary Contact for Financing*

- Timothy Farkas, MSRB, MBA, Finance Manager

Investment Grade Audit

Ameresco has the in-house energy expertise necessary to design and select the appropriate technologies and improvements for an Energy Services Performance Contract, (ESPC). Once the project is fully developed, the Ameresco engineers and operations team will ensure that our subcontractors receive the necessary detailed engineering documentation.

- Complete project development, design and engineering and ensure the most technically appropriate solutions are developed
- Provide baseline energy consumption and cost savings calculations
- Provide an M&V plan
- Provide ECM development and assessment
- Select subcontractors and provide project pricing

#### *Primary Contacts for Engineering*

- Allen Sehr, PE, CEM, CDSM, GBE, CEA, Director of Project Development Engineering
- Dan Feld, PE, Engineering Team Leader
- Kendall Marks, CEM, CDSM, Senior Project Developer
- Thomas Muñoz, PE, Senior Project Development Engineer
- Mark Wilhelm, MEP, CEM, LEED AP O+M, Director of Climate Neutrality Initiatives

#### Construction Management and Training

Before the contract is awarded, an Ameresco senior project manager will be assigned and will be the single point of contact during the implementation phase. Regular meetings will be held with the SYSD's ESPC program participants to ensure compliance with the schedule and a smooth installation. Project management is composed of:

- Select subcontractors and development of the related scope of work
- Evaluate IGA to ensure competitive pricing and quality materials
- Provide a liaison with the district and subcontractors
- Coordinate with other construction projects that may coincide with our schedule
- Development of a construction project schedule in collaboration with District staff and administration to minimize any potential disruptions to business operations
- Compliance with all state and local regulatory, permitting, and licensing requirements
- Procure all subcontractors/vendors/suppliers
- Provide regular inspections of the work site
- Provide compliance with the contract documents
- Provide oversight of start-up, testing and balancing
- Provide commissioning
- Conduct training
- Provide and manage project safety
- Provide project closeout

- Solar roof installation: Determination of roof warranty status on all roof mounted systems so array installation does not breach warranty terms and conditions (*if applicable*)

#### *Primary Contacts*

- Jim Reedy, CEM, Director of Construction
- James Kozelka, Senior Project Manager

All of these objectives are achieved with safety as our number one focus. Safety is a core company value and underlies all of the activities we undertake. At 0.63, Ameresco's Experience Modification Rating is one of the best in the industry. No financial goal, work task, client deliverable, or schedule demand is worth an injury or environmental compromise. It is the responsibility of every Ameresco employee, supplier, contractor, partner and vendor to strive at all times and on every work assignment to work safely and in an environmentally responsible fashion.

#### Performance Monitoring

Ameresco will be responsible for the post installation M&V of energy savings associated with the ESPC project. Ameresco's M&V specialist will:

- Develop M&V plan based on ECMs selected
- Develop the schedule for reporting
- Coordinate site visits
- Provide and retrieve documentation as required to evaluate savings

#### *Primary Contact for Performance Monitoring*

- Steve Croxton, CEM, CBCP, LEED Green Associate, Regional Energy Manager
- Bret Marozik, Measurement & Verification Manager

**Kenneth W. Casey, BEP, CSDP**  
**Manager of Business Development, California**

**Education**

BA, Finance, Minor in Business,  
 Texas A&M University

**Professional Affiliations**

Business Energy Professional (BEP)

Certified Sustainable Development  
 Professional (CSDP)

Association of Energy Engineers

American Society of Heating,  
 Refrigeration and Air Conditioning  
 Engineers

**Project Role**

*Mr. Casey has over 25 years of experience in the industry, with the majority of those years focuses specifically on municipalities, k-16 education and other public entities. In fact, Mr. Casey pioneer the usage of California Government Code 4217 (self-funded "negotiated" Energy Services Performance Contracts) within the municipal sector.*

*As the Manager of Business Development, Mr. Casey's primary role and responsibilities are to assist clients in implementing programs that meet technical/engineering design, legal, administrative and financial objectives. Mr. Casey coordinates activities between the Ameresco team, the multiple levels of decision makers in the client's organization and any third parties involved in the development of a comprehensive solution.*

*Responsibilities also include the coordination of project financing and overall customer satisfaction.*

*Prior to his current role, Mr. Casey worked in the energy industry where he closely followed various energy markets, including energy services, renewable energy, distributed generation and relevant regulations and legislation in the state of California.*

**Project Experience**

**Lynwood Unified School District, California** **\$ 2.4 Million**  
 Using Proposition 39 funds, Ameresco is providing upgrades to the interior and exterior lighting, HVAC systems, water conservation, DDC controls, vending machine controls, irrigation, recycling, computer/network optimization, and energy education throughout various schools in this District, which includes 18 schools.

**Chula Vista Elementary School District, California (Phases 1-4)** **\$ 2.6 Million**  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) at all 48 district sites that identified more than \$1,000,000 in annual energy savings. Implementation phase of the Prop 39 EEP includes a comprehensive interior and exterior LED lighting retrofit at selected district schools and photovoltaic.

**Waugh School District, California** **\$ 202,488**  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase

**Inyo County, Round Valley Joint, Bishop, and Big Pine SD's** **\$ 917,368**  
 CSBA Smart Assessment (Prop 39 Energy Expenditure Plan) and implementation phase.

**Project Experience (prior to joining Ameresco)**

**Orange Unified School District, California** **\$ 25.0 Million**  
 Energy conservation and modernization which was comprised over four phases to include Comprehensive lighting/drop ceiling, HVAC, energy management and temperature control, duct-cleaning/air-balancing, and commissioning.