



**-2010**

MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

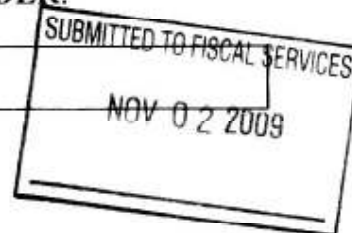
CONTRACT NUMBER:  
P.O. 73601

SPECIAL EDUCATION  
DEPARTMENT

LEA: Mt. Diablo Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**Anova Center for Education**



**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Anova Center for Education (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	CONTRACTOR NUMBER	2009-2010
Anova Center for Education		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction	199.00 a day	210 days
Basic Education Program/Dual Enrollment*		

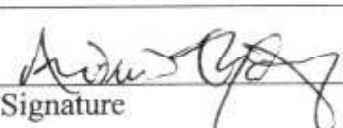
\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip			
	b. Transportation – One Way			
	c. Transportation-Dual Enrollment			
	d. MTA			
	e. Parent*			
(2)	a. Educational Counseling – Individual			
	b. Educational Counseling – Group of			
	c. Counseling – Parent			
(3)	a. Adapted Physical Education – Individual			
	b. Adapted Physical Education – Group of _____			
	c. Adapted Physical Education – Group of _____			
(4)	a. Language and Speech Therapy – Individual			
	b. Language and Speech Therapy – Group of 2			
	c. Language and Speech Therapy – Group of 3			
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate			
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP) <b>1:1 Aide</b>			
	b. Additional Adult Assistance – Group of 2			
	c. Additional Adult Assistance – Group of 3			
(6)	Intensive Special Education Instruction, by credentialed special education teacher			
(7)	a. Occupational Therapy – Individual			

	b. Occupational Therapy – Group of 2			
	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy			
(10)	a. Behavior Intervention – BII			
	b. Behavior Intervention – BID			
	Provided by:			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other			

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR, <b>Anova Center for Education American Canyon Campus</b>		SCHOOL DISTRICT	
Nonpublic School/Agency			
By:		By:	<i>Mildred D. Brown DD 9/16/09</i>
	Signature		Date
	Name and Title of Authorized Representative		Date
		By:	
Notices to CONTRACTOR shall be addressed to: Name <b>Anova Center for Education American Canyon Campus</b>		Notices to LEA shall be addressed to: Name	
Nonpublic School/Agency Service Provider <b>Anova Center for Education</b>		Local Educational Agency	
Address <del>300 Benton Way</del> <i>2911 Cleveland Avenue</i>		Address	
City <b>American Canyon</b> State CA Zip <b>94503</b> <i>Santa Rosa</i>		City	State Zip
Phone <b>(707) 527-7032</b>		Phone	
Fax <b>(707) 527-7960</b>		Fax	
Email <i>abailey@anovaeducation.org</i>		Email	
Website <i>www.anovaeducation.org</i>		Website	

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)  
01/13/2010

**PRODUCER**  
Woodruff-Sawyer & Co.  
88 Rowland Way, Suite 180  
Novato, CA 94945  
(415) 878-2460

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Anova Education and Behavioral Consultation, Inc.  
2911 Cleveland Ave.  
Santa Rosa, CA 95403

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits' Insurance Alliance of CA	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR (ADD'L LTR)	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDD/YY)	POLICY EXPIRATION DATE (MMDD/YY)	LIMITS								
B	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	20908665	08/01/2009	08/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <thead> <tr> <th>WD STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </tbody> </table>	WD STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WD STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER				\$ \$ \$								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Re: All Operations of the Named Insured.  
Mt. Diablo Unified School District is named as the Additional Insured with respects to General Liability coverage per form CG 20 26 07 04 attached.

**CERTIFICATE HOLDER**

Mt. Diablo Unified School District  
Attn: Mildred D. Browne, Ed. D.  
1936 Carlotta Drive  
Concord, CA 94519

LOAN #:

**CANCELLATION** 10 Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Ash J. Waste*



**-2010**

JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

CONTRACT NUMBER:  
P.O. 54913

SPECIAL EDUCATION  
DEPARTMENT

LEA: Mt. Diablo Unified School District

**COPY**

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**Bayhill School**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

1. **MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Bayhill School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	CONTRACTOR NUMBER	2009-2010
Bayhill School		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 80

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction	a day	
Basic Education Program/Dual Enrollment*	\$ 127.78	DAY


\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation - Round Trip		
	b. Transportation - One Way		
	c. Transportation-Dual Enrollment		
	d. MIA		
	e. Parent*		
(2)	a. Educational Counseling - Individual	120.00	HOURLY
	b. Educational Counseling - Group of	50.00	PER 45 MIN.
	c. Counseling - <del>Parent</del> Consultation	120.00	HOURLY
(3)	a. Adapted Physical Education - Individual		
	b. Adapted Physical Education - Group of		
	c. Adapted Physical Education - Group of		
(4)	a. Language and Speech Therapy - Individual	100.00	HOURLY
	b. Language and Speech Therapy - Group of 2		
	c. Language and Speech Therapy - Group of 3		
	d. Language and Speech Therapy - Per diem PUSH IN	100.00	HOURLY
	e. Language and Speech - Consultation Rate	100.00	HOURLY
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)		
	b. Additional Adult Assistance - Group of 2		
	c. Additional Adult Assistance - Group of 3		
(6)	<b>1:1 Aide</b>		
(7)	a. Occupational Therapy - Individual		
	b. Occupational Therapy - Group of 2		

	c. Occupational Therapy - Group of 3			
	d. Occupational Therapy - Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy			
(10)	a. Behavior Intervention - BII			
	b. Behavior Intervention - BID			
	Provided by:			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other <del>Creative Arts</del> Educational Therapy	75.00		Hour

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR, <b>Bayhill School</b>		SCHOOL DISTRICT <b>Mt. Diablo Unified School District</b>	
Nonpublic School/Agency			
By:		By:	
Signature	Date <u>7/31/09</u>		Date
Name and Title of Authorized Representative <u>Rachel Wylde, Executive Director</u>		By:	<u>Mildred D. Browne Ed. D.</u>
Notices to CONTRACTOR shall be addressed to: Name <u>Rachel Wylde</u>		Notices to LEA shall be addressed to: Name <b>Mildred D. Browne, Ed. D.</b> <b>Assistant Superintendent, Pupil Services/ Special Education</b>	
Nonpublic School/Agency Service Provider <u>Bayhill High School</u>		Local Educational Agency <b>Mt. Diablo Unified School District</b>	
Address <u>521 Boden Way</u>		Address <b>1936 Carlotta Drive</b>	
City <u>Oakland</u> State <u>CA</u> Zip <u>94610</u>	City <b>Concord</b> State <b>CA</b> Zip <b>94519</b>		
Phone <u>510-268-1500</u>	Phone <b>(925) 682-8000, ext. 4109</b>		
Fax <u>510-268-1503</u>	Fax <b>(925) 674-0667</b>		
Email <u>wylde@bayhillhs.org</u>	Email <b>samimij@mdusd.k12.ca.us</b>		
Website <u>www.bayhillhs.org</u>	Website <b>www.mdusd.k12.ca.us</b>		

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/7/2009

PRODUCER (415)788-9810 FAX: (415)248-3534

ISU/San Francisco  
201 California St., Suite 200  
License # 0778092

San Francisco CA 94111-5098

INSURED

Bay Area Educational Institute, DBA: Bayhill  
521 Boden Way

Oakland CA 94610

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Philadelphia Indemnity

INSURER B

INSURER C

INSURER D

INSURER E

## COVERAGES

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

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ACC <input type="checkbox"/> LOC	DHPK412843	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PROPS/VEH (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	DHPK412843	6/1/2009	6/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB270035	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below. OTHER				<input type="checkbox"/> WC STAT <input type="checkbox"/> CTH <input type="checkbox"/> TORY LIB'Z <input type="checkbox"/> ER EL EACH ACCIDENT \$ EL (DISEASE - EA EMPLOYEE) \$ EL (DISEASE - POLICY LIMIT) \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE(S)/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured as respects to Liability as required by written contract only as pertains to Insured's operations.

## CERTIFICATE HOLDER

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Jason Cheung/JASONC

ACORD 25 (2001/08)

INS025 (01/25/06)

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**-2010**

MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

**ORIGINAL**  
**CONTRACT NUMBER:**

SPECIAL EDUCATION  
DEPARTMENT

LEA: Mt. Diablo Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**California Autism Foundation "A Better Chance" School**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

**I. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and California Autism Foundation "A Better Chance School" (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

62. <b>CONTRACTOR</b>		<b>CONTRACTOR NUMBER</b>		<b>2009-2010</b>
<b>Better Chance School</b>				<b>(CONTRACT YEAR)</b>

Per CDE Certification, total enrollment may not exceed     

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

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	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<b>165.00 a day</b>	
Basic Education Program/Dual Enrollment*		

\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip		74.00 hr	per day
	b. Transportation – One Way		74.00 hr	per day
	c. Transportation-Dual Enrollment			
	d. MTA			
	e. Parent*			
(2)	a. Educational Counseling – Individual		79.00 hr	
	b. Educational Counseling – Group of			
	c. Counseling – Parent		<b>79.00 hr.</b>	
(3)	a. Adapted Physical Education – Individual		<b>76.00 hr.</b>	
	b. Adapted Physical Education – Group of			
	c. Adapted Physical Education – Group of			
(4)	a. Language and Speech Therapy – Individual		<b>79.00 hr.</b>	
	b. Language and Speech Therapy – Group of 2			
	c. Language and Speech Therapy – Group of 3			
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate		79.00 hr	
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)			
	b. Additional Adult Assistance – Group of 2			
	c. Additional Adult Assistance – Group of 3			
(6)	<b>1:1 Aide</b>		<b>112.00 day</b>	
(7)	a. Occupational Therapy – Individual		<b>76.00 hr.</b>	
	b. Occupational Therapy – Group of 2			

	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy			
(10)	a. Behavior Intervention – BII			
	b. Behavior Intervention – BID			
	Provided by:			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other			

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR, <b>Better Chance School</b>		SCHOOL DISTRICT <b>Mt. Diablo Unified School District</b>	
Nonpublic School/Agency			
By:	<i>Leslie Werosh</i>	By:	
Signature	Date	Signature	Date
<b>Leslie Werosh</b>			
<i>Marla Williams</i>	<i>6/15/09</i>	By:	
Name and Title of Authorized Representative	Date	Name and Title of Authorized Representative	Date
<i>School Administrator</i>		<i>Mildred D. Browne Ed.D</i>	<i>5/20/09</i>
Notices to CONTRACTOR shall be addressed to: Name	<i>A Better Chance School</i>	Notices to LEA shall be addressed to: Name	<b>Mildred D. Browne, Ed. D. Assistant Superintendent, Pupil Services/ Special Education</b>
Nonpublic School/Agency Service Provider		Local Educational Agency	<b>Mt. Diablo Unified School District</b>
Address	<i>4134 Lakeside Dr</i>	Address	<b>1936 Carlotta Drive</b>
City	<i>Richmond</i> State <i>CA</i> Zip <i>94806</i>	City	<b>Concord</b> State <b>CA</b> Zip <b>94519</b>
Phone	<i>510-262-1544</i>	Phone	<b>(925) 682-8000, ext. 4109</b>
Fax	<i>510-262-1544</i>	Fax	<b>(925) 674-0667</b>
Email	<i>lmathers106@aolantism.org</i>	Email	<b>samimij@mdusd.k12.ca.us</b>
Website	<i>www.aolantism.org</i>	Website	<b>www.mdusd.k12.ca.us</b>

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/11/2010

PRODUCER  
925-609-6500  
HUB Int'l Insurance Serv. Inc.  
P.O. Box 4047  
Concord, CA 94524

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
California Autism Foundation  
DBA: A Better Chance School  
4075 Lakeside Drive  
Richmond, CA 94806-1937

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insuranc	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC.	PHPK513322	01/01/10	01/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPMP AGG \$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK513322	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	PHUB294599	01/01/10	01/01/11	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS, section				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>Professional Liability</b>	PHPK513322	01/01/10	01/01/11	Per Claim: \$1,000,000 Aggregate: \$2,000,000


**RECEIVED**  
 JAN 20 2010  
 FISCAL ANALYST  
 PUPIL SERVICES/SPECIAL EDUCATION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Mt. Diablo Unified School District is included as an additional insured per attached form CG 2026 0704.

**CERTIFICATE HOLDER**

**CANCELLATION 10 Days for Non-Payment**

Mt. Diablo Unified School District  
 1936 Carlotta Drive  
 Concord, CA 94519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  


2009-10

CONTRACT NUMBER:  
\_\_\_\_\_LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

CHILDREN'S LEARNING CENTER
----------------------------

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***1. **MASTER CONTRACT**

This Master Contract is entered into this 1<sup>st</sup> day of July, 2009, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Children's Learning Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR		CONTRACTOR NUMBER	2009-10
(NONPUBLIC SCHOOL OR AGENCY)	Children's Learning Center		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed

35 @ Elementary School, 65 @ Middle/High School

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction	165.00	Day (full or partial)
Basic Education Program/Dual Enrollment*		

\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

#### B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. MTA		
	e. Parent*		
(2)	a. Educational Counseling – Individual	100.00	Hour
	b. Educational Counseling – Group of		
	c. Counseling – Parent	100.00	Hour
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual	93.00	Hour
	b. Language and Speech Therapy – Group of 2	93.00	Hour
	c. Language and Speech Therapy – Group of 3	93.00	Hour
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate	93.00	Hour
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)		
	b. Additional Adult Assistance – Group of 2		
	c. Additional Adult Assistance – Group of 3		
(6)	Intensive Special Education Instruction, by credentialed special education teacher	165.00	Day
(7)	a. Occupational Therapy – Individual	93.00	Hour
	b. Occupational Therapy – Group of 2	93.00	Hour
	c. Occupational Therapy – Group of 3	93.00	Hour

	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate	93.00	Hour
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII	Included	
	b. Behavior Intervention – BID	Included	
	Provided by: _____		
(11)	Nursing Services		
(12)	Other: Psychological Services other than Assessment and IEP	100.00	Hour
(13)	Home or Hospital Instruction	165.00	Day
(14)	Other		

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR:		SCHOOL DISTRICT:	
CHILDREN'S LEARNING CENTER		MT. DIABLO UNIFIED SCHOOL DISTRICT	
Nonpublic School/Agency			
By:	<i>Patricia Dilks</i>	By:	
	05/22/09		
	Signature Date		Dr. Mildred Browne Date
	Patricia Dilks, Business Manager	By:	
	Name and Title of Authorized Representative	By:	<i>Mildred D. Browne Ed.D.</i> Date
			6/16/09
Notices to CONTRACTOR shall be addressed to:		Notices to LEA shall be addressed to:	
Name Patricia Dilks, Business Manager Children's Learning Center		Name Mt. Diablo Unified School District	
Nonpublic School/Agency Service Provider 1910 Central Avenue		Local Educational Agency 1936 Carlotta Drive	
Address Alameda CA 94501		Address Concord, CA 94519	
City State Zip		City State Zip	
Phone 510-769-7100		Phone 925-682-8000	
Fax 510-769-1824		Fax	
Email pdilks@clcalameda.com		Email	
Website www/clcalameda.com		Website	

# ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2009

**PRODUCER**  
BB&T-John Burnham Ins Services  
750 B Street Suite 2400  
San Diego, CA 92101  
619 231-1010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Children's Learning Center  
Institute of Human Behavior Research & Education; 1910 Central Avenue  
Alameda, CA 94501

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits' Insurance Alliance  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

RECEIVED  
SEP 01 2009  
FISCAL ANALYST  
PUBLIC SERVICES/SPECIAL EDUCATION

**COVERAGES**

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

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	200909579NPO	07/01/09	07/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	200909579NPO	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	200909579LUMBPO	07/01/09	07/01/10	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> Loc #1 Cnts Loc #2 Bldg Loc #2 Cnts	CWB00011470709579	07/01/09	07/01/10	\$252,597 Ded \$1,000 \$565,000 Ded \$1,000 \$229,404 Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate is subject to all policy limits, conditions and exclusions.  
RE: Special Education Services

**CERTIFICATE HOLDER**

MT. Diablo School District  
1936 Carlotta Drive  
Concord, CA 94519

**CANCELLATION 10 Days for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*John S. Hill*



PR: R 55852  
050260

**2009-2010**

CONTRACT NUMBER:  
PD.54939 ORIGINAL

LEA: Mt. Diablo Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**ORION ACADEMY**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

**1. MASTER CONTRACT**

This Master Contract is entered into this 1<sup>ST</sup> day of July, 2009 between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and ORION ACADEMY (hereinafter referred to as "ORION ACADEMY") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or ORION ACADEMY to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by ORION ACADEMY pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

ORION ACADEMY agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

Upon ORION ACADEMY'S acceptance of a pupil referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the pupil's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the pupil's ISA, ORION ACADEMY acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA pupils by ORION ACADEMY. The ISA shall be executed within ninety (90) days of an LEA pupil's enrollment. (Education Code Section 56366(c)(1)) LEA and ORION ACADEMY shall enter into an ISA for each LEA pupil served by ORION ACADEMY.

58. Orion Academy		CONTRACTOR NUMBER		2009-2010
(NON PUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEP's authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by ORION ACADEMY shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by ORION ACADEMY, and the charges for such educational and/or related services during the term of this contract shall be as follows:

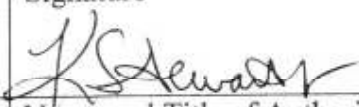
	Rate	Period
A. Basic Education Program/Special Education Instruction rate	\$162.08	Per day
Basic Education Program/Special Ed. Rate II		

**B. Related Services**

(1)	a. Transportation – Round Trip			
	b. Transportation – One Way			
	c. Transportation-Dual Enrollment			
	d. MTA			
	e. Parent*			
(2)	a. Educational Counseling – Individual			
	b. Educational Counseling – Group of 2,3,4			
	c. Counseling – Parent			
(3)	a. Adapted Physical Education – Individual			
	b. Adapted Physical Education – Group of _____			
	c. Adapted Physical Education – Group of _____			
(4)	a. Language and Speech Therapy – Individual			
	b. Language and Speech Therapy – Group of 2,3,4			
	c. Language and Speech Therapy – Group of 3			
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate			
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP) 1:1 AIDE			
	b. Additional Adult Assistance – Group of 2 1:2 aide			
	c. Additional Adult Assistance – Group of 3			
(6)	Intensive Special Education Instruction, by credentialed special education teacher			
(7)	a. Occupational Therapy – Individual			
	b. Occupational Therapy – Group of 2,3,4			
	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			

	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy			
(10)	a. Behavior Intervention – BII			
	b. Behavior Intervention – BID			
	Provided by: Maxim HealthCare Services			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other Sign Language Interpreters			

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR, ORION ACADEMY		SCHOOL DISTRICT Mt. Diablo Unified	
Nonpublic School/Agency			
By:	Kathryn Stewart, PH. D	By:	
Signature	Date	Signature	Date
	6/10/09		
Name and Title of Authorized		By:	Date
Kathryn Stewart, PH. D			6/16/09
		By:	Mildred D. Browne ED
Notices to ORION ACADEMY shall be addressed to:		Notices to LEA shall be addressed to:	
Name : Kathryn Stewart, PH. D		Mildred D. Browne, Ed. D. Assistant Superintendent, Pupil Services/Special Education	
Nonpublic School/Agency Service Provider:		Local Educational Agency:	
Orion Academy		Mt. Diablo Unified School District	
Address: 350 Rheem Blvd.		Address: 1936 Carlotta Drive	
City Moraga State CA Zip 946556		City Concord CA 94519	
Phone: 925-377-0789		Phone: 925 682 8000	
Fax: 925-377-2028		Fax: 925 687 3139	
Email: director@orionacademy.org		Email:	
Website:		Website:	

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/8/2009

PRODUCER (415)788-9810 FAX: (415)248-3534  
 ISU/San Francisco  
 201 California St., Suite 200  
 License # 0778092  
 San Francisco CA 94111-5098

INSURED  
 Orion Academy  
 350 Rheem Blvd  
 Moraga CA 94556

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Hartford Casualty Ins Co	29424
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A			GENERAL LIABILITY	57UUNUL6568	6/1/2009	6/1/2010	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	\$ 2,000,000
			<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
			<input type="checkbox"/> HIRED AUTOS					
			<input type="checkbox"/> NON-OWNED AUTOS					
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
								\$
								\$
								\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$
			If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$
			OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate Holder is named as Additional Insured as respects to Liability as required by written contract only as pertains to Insured's operations.

## CERTIFICATE HOLDER

Mt. Diablo Unified School District  
 1936 Carlotta Dive  
 Concord, CA 94519

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Jason Cheung/JASONC



2009-2010

MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

ORIGINAL  
CONTRACT NUMBER:  
P.O. 55016

SPECIAL EDUCATION  
DEPARTMENT

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**Raskob Day School**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

*AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS*

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Raskob Day School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	CONTRACTOR NUMBER	2009-2010
Raskob Day School		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 80

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction	a day \$110.55	
Basic Education Program/Dual Enrollment*		

\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. MIA		
	e. Parent*		
(2)	a. Educational Counseling – Individual	\$100/hr	
	b. Educational Counseling – Group of	\$50/hr	
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual	\$100/hr	
	b. Language and Speech Therapy – Group of 2	\$50/hr	
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate	\$100/hr	
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)		
	b. Additional Adult Assistance – Group of 2		
	c. Additional Adult Assistance – Group of 3		
(6)	<b>1:1 Aide</b>		
(7)	a. Occupational Therapy – Individual	\$100/hr	
	b. Occupational Therapy – Group of 2		

	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy			
(10)	a. Behavior Intervention – BII			
	b. Behavior Intervention – BID			
	Provided by: _____			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other <b>Creative Arts</b>			

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the   1st   day of July 2009 and terminates at 5:00 P.M. on   June 30, 2010  , unless sooner terminated as provided herein.

CONTRACTOR, <b>Raskob Day School</b>		SCHOOL DISTRICT <b>Mt. Diablo Unified School District</b>	
Nonpublic School/Agency			
By:	<i>Carolyn Price</i>	By:	
	<i>6/1/09</i>		
	Signature Date		Date
	Name and Title of Authorized Representative	By:	
	<i>Carolyn Price</i>		
	<i>Executive Director</i>		<i>5/26/09</i>
Notices to CONTRACTOR shall be addressed to: Name		Notices to LEA shall be addressed to: Name <b>Mildred D. Browne, Ed. D.</b> <b>Assistant Superintendent, Pupil Services/ Special Education</b>	
Nonpublic School/Agency Service Provider		Local Educational Agency <b>Mt. Diablo Unified School District</b>	
Address		Address <b>1936 Carlotta Drive</b>	
City State Zip		City <b>Concord</b> State <b>CA</b> Zip <b>94519</b>	
Phone		Phone <b>(925) 682-8000, ext. 4109</b>	
Fax		Fax <b>(925) 674-0667</b>	
Email		Email <b>samimij@mdusd.k12.ca.us</b>	
Website		Website <b>www.mdusd.k12.ca.us</b>	

# Arthur J. Gallagher & Co.

The Gallagher Centre, Two Pierce Place, Itasca, IL 60143-3141 - (800) 807-0300 or (630)-694-5425

## CERTIFICATE OF INSURANCE

Name and address of certificate holder MT. DIABLO UNIFIED SCHOOL DIST JAMES W DENT EDUCATION CTR 1936 CARLOTTA DRIVE CONCORD CA 94519-1397	Name and address of the insured <b>Brothers of the Christian Schools and Affiliates</b> 1205 Windham Parkway Romeoville, IL 60446-1679 Phone: (800) 807-0300  And including: 1084001 SRS OF THE HOLY NAMES OF JESUS
--	--

Company	Policy Number	Applicable (See Reverse Side)	Expiration
Princeton Excess & Surplus Lines Ins.Co.	G2-A3-EX0000019-03	A, B, C, D, J	06/15/2010
London and Various Carriers	V093734	A	06/15/2010
TNCRRG Inc	FM10219-12	B, C, J	06/15/2010
Zurich American Insurance Company (All states incl. Puerto Rico)	BAP9377761-06	C	06/15/2010
Safety National Casualty Corporation	SP 2R37-IL	E	01/01/2010
Zurich American Insurance Company	WC9377758-05	F	01/01/2010
Zurich American Insurance Company	WC9377759-05	G	01/01/2010
Hartford Steam Boiler	FBP4909989	I	06/15/2010

RECEIVED

SEP 15 2009

FISCAL ANALYST  
PUPIL SERVICES/SPECIAL EDUCATION

### REMARKS

EVIDENCE OF GENERAL LIABILITY COVERAGE (\$1,000,000) EACH OCCURRENCE COMBINED SINGLE LIMITS, AUTOMOBILE LIABILITY (\$1,000,000) EACH OCCURRENCE COMBINED SINGLE LIMITS AND EXCESS LIABILITY (\$1,000,000) EACH OCCURRENCE FOR SISTERS OF THE HOLY NAMES OF JESUS & MARY US- ONTARIO PROVINCE AND INCLUDING HOLY NAMES UNIVERSITY AND RASKOB DAY SCHOOL WITH RESPECTS TO MT DIABLO UNIFIED SCHOOL DISTRICT FOR SERVICES PROVIDED TO DISTRICT STUDENTS FOR THE CURRENT SCHOOL YEAR. MT DIABLO UNIFIED SCHOOL DISTRICT, ITS SUBSIDIARIES, OFFICIALS AND EMPLOYEES IS ADDED AS ADDITIONAL INSURED SOLELY, STRICTLY AND SPECIFICALLY IN RELATION TO THE ABOVE SERVICES. THIS COVERAGE IS PRIMARY AND ANY OTHER COVERAGE OR SELF-INSURANCE SHALL NOT CONTRIBUTE UNLESS IN EXCESS

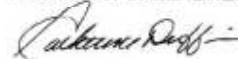
### Cancellation:

Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company

*"This is to certify that policies of insurance listed above have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term, or condition of any contracts or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits may be aggregated and the aggregate limits may have been reduced by the paid claims."*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED ABOVE.

ARTHUR J. GALLAGHER & CO



Catherine Duffin  
Division Chief Operating Officer

Date: 06/17/2009 JES



Coverage	Description
A	Covered Perils for all Real & Personal Property, \$300,000,000 per occurrence total limit all policies affected. Business Interruption Coverage per limit scheduled.
B	Comprehensive General Liability including premises, contractual, and products liability, \$5,000,000 limit. PESLIC: \$2,000,000 TNCRRG: \$3,000,000
C	Comprehensive Automobile Liability Coverages, \$5,000,000 limit any one occurrence. Zurich American: \$1,000,000 PESLIC: \$2,000,000 TNCRRG: \$2,000,000
D	Comprehensive Automobile Physical Damage Coverages, \$5,000,000 limit any one occurrence. PESLIC: \$5,000,000
E	Workers' Compensation Statutory Benefits and \$1,000,000 Employers' Liability for the State of Illinois only.
F	Workers' Compensation Statutory Benefits and \$1,000,000 Employers' Liability for the States of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, DC, Delaware, Florida, Georgia, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia and West Virginia.
G	Workers' Compensation Statutory Benefits and \$1,000,000 Employers' Liability for the State of Idaho and Wisconsin.
H	Workers' Compensation Statutory Benefits and \$1,000,000 Employers' Liability for the State of California.
I	Boiler & Machinery Coverages, \$100,000,000 limit per accident.
J	Limited Professional Healthcare Services Coverage, \$5,000,000 limit per occurrence. PESLIC: \$2,000,000 TNCRRG: \$3,000,000

**Miscellaneous**

**Only coverages and limits described in remark section are afforded by this certificate.**

**ADDITIONAL REMARKS:**



**-2010**

MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

**ORIGINAL**  
CONTRACT NUMBER:  
P.O. 55002

SPECIAL EDUCATION  
DEPARTMENT

LEA: Mt. Diablo Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**The Springstone School**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and The Springstone School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR		CONTRACTOR NUMBER		2009-2010
The Springstone School			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction	124.00a day	
Basic Education Program/Dual Enrollment*		

\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation			
	b. Transportation - One Way			
	c. Transportation-Dual Enrollment			
	d. MTA			
	e. Parent*			
(2)	a. Educational Counseling - Individual			
	b. Educational Counseling - Group of			
	c. Parent Training			
(3)	a. Adapted Physical Education - Individual			
	b. Adapted Physical Education - Group of			
	c. Adapted Physical Education - Group of			
(4)	a. Language and Speech Therapy - Individual			
	b. Language and Speech Therapy - Group of 2			
	c. Language and Speech Therapy - Group of 3			
	d. Language and Speech Therapy - Per diem			
	e. Language and Speech - Consultation Rate			
(5)	Vision Therapy			
	Consulting			
	Transition Services			
(6)	<b>1:1 Aide</b>			
(7)	a. Occupational Therapy - Individual		76.00 hr	
	b. Occupational Therapy - Group of 2			
	c. Occupational Therapy - Group of 3			



**COMMERCIAL GENERAL LIABILITY**

**Carrier:** Nonprofits' Insurance Alliance of California  
(Best's Rating: A-V (Excellent))

**Policy Number:** 2008-14018-NPO

**Policy Period:** August 15, 2008– August 15, 2009

**Coverage:** The Commercial General Liability Occurrence Form is designed to provide in a single contract, insurance needed to cover liability for injuries or property damage sustained by any member of the public.

**Limits of Liability:**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expense (any one person)	\$ 10,000
Employee Benefit Liability (Claims made)	Included
Employee Benefit Liability – Retro Date	8/15/03
Liquor Liability	\$1,000,000

**Deductible:** Employee Benefit Liability only \$ 1,000

**Limitations:** Exclusions include, but are not limited to the following:

- Social Service Professional Liability
- Improper Sexual Conduct
- Trampoline and Rebounding Equipment
- Coverage for Claims by and related to Past and Present Employees
- Fireworks
- Blood Testing
- Personal Property in the Care, Custody or Control
- Mold, Fungus or Microbial Contamination
- Athletic or Sports Participants
- Corporal Punishment
- Health or Cosmetic Services
- Nuclear, Chemical and Biological Hazard Exclusion
- Asbestos
- Designated Professional Services
- Terrorism
- Lead

This Summary was prepared to provide a brief explanation of the insurance policy terms, conditions and exclusions. The Summary does not replace or supersede any policy wording.

<b>Automobile – NonOwned and Hired Liability</b>	\$1,000,000
<b>Hired Physical Damage – Limit</b>	\$ 25,000
Comprehensive Deductible	\$ 500
Collision Deductible	\$ 500

**Limitations:** Exclusions include, but are not limited to the following:

- Expected or Intended Injury
- Contractual
- Workers' Compensation
- Employee Indemnification & Employer's Liability
- Fellow Employee
- Care, Custody or Control
- Handling of Property
- Movement of Property by Mechanical Device
- Pollution
- War
- Racing
- Nuclear Hazard
- War or Military Action

This Summary was prepared to provide a brief explanation of the insurance policy terms, conditions and exclusions. The Summary does not replace or supersede any policy wording.

## UMBRELLA LIABILITY

**Carrier:** Nonprofits' Insurance Alliance of California

**Policy Number:** 2008-14018-UMB-NPO

**Policy Period:** August 15, 2008– August 15, 2009

**Coverage:** Excess Liability insurance protects against claims in excess of the limits of primary policies or for claims not covered by the primary insurance program

**Limits of Liability:**

Each occurrence	\$1,000,000
Products/Completed Operations	\$1,000,000
General Aggregate	\$1,000,000
Retained Limit:	\$ 10,000

**Limitations:** Exclusions include, but are not limited to:

- Improper Sexual Conduct
- Directors' & Officers' Liability
- Prior Acts Exclusion

**NOTE:** Higher limits of liability may be available. Let us know if you would like a quote for increased coverage.

This Summary was prepared to provide a brief explanation of the insurance policy terms, conditions and exclusions. The Summary does not replace or supersede any policy wording.



**-2010**

MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

CONTRACT NUMBER:  
P.O. 55003 ORIGINAL  
SPECIAL EDUCATION  
DEPARTMENT

LEA: Mt. Diablo Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**Tobinworld II**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Tobinworld II (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and



62. CONTRACTOR		CONTRACTOR NUMBER		2009-2010
Tobinworld II			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction	<b>132.00 a day</b>	
Basic Education Program/Dual Enrollment*		

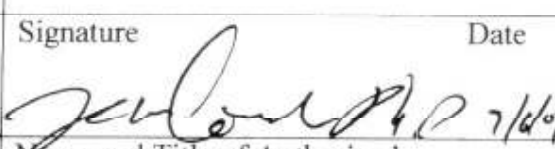
\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip	<b>75.00 a day</b>	
	b. Transportation – One Way	<b>38.00 a day</b>	
	c. Transportation-Dual Enrollment		
	d. MTA		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	<b>61.00 hr</b>	
	b. Language and Speech Therapy – Group of 2	<b>46.00 hr</b>	
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)	<b>14.00 hr</b>	
	b. Additional Adult Assistance – Group of 2		
	c. Additional Adult Assistance – Group of 3		
(6)	Intensive Special Education Instruction, by credentialed special education teacher		
(7)	a. Occupational Therapy – Individual		

	b. Occupational Therapy – Group of 2			
	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy			
(10)	a. Behavior Intervention – BII			
	b. Behavior Intervention – BID			
	Provided by: _____			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other			

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR, <b>Tobinworld II</b>		SCHOOL DISTRICT	
Nonpublic School/Agency			
By:		By:	
Signature	Date	By:	Date
	7/6/09	Mildred D. Browne Ed D	6/23/09
Name and Title of Authorized Representative			Date
<b>Richard Couch, Ph. D.</b>		<b>Mildred D. Browne, Ed. D.</b>	
Notices to CONTRACTOR shall be addressed to: Name Tobinworld II		Notices to LEA shall be addressed to: Name <b>Mildred. D. Browne, Ed. D.</b>	
Nonpublic School/Agency Service Provider Tobinworld II		Local Educational Agency Mt. Diablo Unified School District	
Address <b>2330 Country Hills Drive</b>		Address <b>1936 Carlotta Drive</b>	
City <b>Antioch</b> State <b>CA</b> Zip <b>94509</b>		City <b>Concord</b> State <b>CA</b> Zip <b>94519</b>	
Phone <b>(925) 755-8635</b>		Phone <b>(925) 682-8000</b>	
Fax <b>(925) 755-8243</b>		Fax <b>(925) 674-0667</b>	
Email		Email	
Website		Website <b><u>www.mdusd.k12.ca.us</u></b>	

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
3/16/2010

PRODUCER (661)702-6000 FAX: (661)702-6060  
L/B/W Insurance & Financial Services, Inc.  
28055 Smyth Drive  
  
Valencia CA 91355  
  
INSURED  
Tobinworld  
920 East Broadway  
  
Glendale CA 91205-1291

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Philadelphia Insurance	
INSURER B Colony Insurance Company	
INSURER C Zenith Ins. Co.	13269
INSURER D Admiral Ins. Co.	
INSURER E	

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK500567	12/5/2009	12/5/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK500567	12/5/2009	12/5/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	RECEIVED MAR 26 2010 FISCAL ANALYST PUPIL SERVICES/SPECIAL EDUCATION			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	AR6460209	12/5/2009	12/5/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2066935206	2/1/2010	2/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		<b>OTHER Professional Liability</b>	TBD	3/25/2010	3/25/2011	Each Claim \$2,000,000 Aggregate Limit \$4,000,000 Deductible 2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
The certificate holder is named as an additional insured as respects the operations of the named insured.

**CERTIFICATE HOLDER**  
  
Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94818

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Sharon Bily*



**-2010**

MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

**ORIGINAL**  
CONTRACT NUMBER:  
P.O. 55005

SPECIAL EDUCATION  
DEPARTMENT

LEA: Mt. Diablo Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**Via Center**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Via Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR		CONTRACTOR NUMBER		2009-2010
Via Center				(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 24

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. Basic Education Program/Special Education Instruction	171.00 a day	
Basic Education Program/Dual Enrollment*	191.00 a day	
Basic Education " / 1:1 Staffing augmentation	251.00 / day	

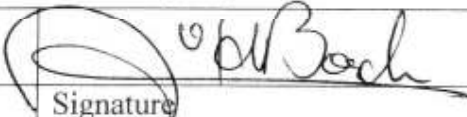
\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation			
	b. Transportation - One Way			
	c. Transportation-Dual Enrollment			
	d. MTA			
	e. Parent*			
(2)	a. Educational Counseling - Individual			
	b. Educational Counseling - Group of			
	c. Parent Training			
(3)	a. Adapted Physical Education - Individual			
	b. Adapted Physical Education - Group of			
	c. Adapted Physical Education - Group of			
(4)	a. Language and Speech Therapy - Individual	88.00 hr		
	b. Language and Speech Therapy - Group of 2	62.00 hr		
	c. Language and Speech Therapy - Group of 3			
	d. Language and Speech Therapy - Per diem			
	e. Language and Speech - Consultation Rate	88.00 hr		
(5)	Vision Therapy			
	Consulting			
	Transition Services			
(6)	<b>1:1 Aide</b>	12.00 hr		
(7)	a. Occupational Therapy - Individual	83.00 hr		
	b. Occupational Therapy - Group of 2			
	c. Occupational Therapy - Group of 3			

	d. Occupational Therapy – Group of 4 - 7			
	Augmentative Communication			
(9)	Physical Therapy			
(10)	Physical Therapy Group			
	b. Behavior Intervention – BID			
	Provided by:			
	<b>1.2Aide</b>		4.00/hr	
(11)	<b>OM</b>			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other <b>Assistive Technology</b>		110.00	

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR, <b>Via Center</b>		SCHOOL DISTRICT <b>Mt. Diablo Unified School District</b>	
Nonpublic School/Agency			
By:		By:	
Signature	Date 6/15/09		Date
Anke Van der Bosch, Director		By:	
Name and Title of Authorized Representative			Date
		By:	Mildred D. Browne Ed. D. 5/26/07
Notices to CONTRACTOR shall be addressed to: Name Anke Van der Bosch, Director		Notices to LEA shall be addressed to: Name <b>Mildred D. Browne, Ed. D.</b> <b>Assistant Superintendent, Pupil Services/ Special Education</b>	
Nonpublic School/Agency Service Provider Via Center		Local Educational Agency Mt. Diablo Unified School District	
Address 2126 6th Street Berkeley CA 94710		Address 1936 Carlotta Drive	
City State Zip		City Concord State CA Zip 94519	
Phone (510) 848-1616		Phone (925) 682-8000, ext. 4109	
Fax (510) 848-1632		Fax (925) 674-0667	
Email viacenter@viacenter.org		Email samimij@mdusd.k12.ca.us	
Website viacenter.org		Website www.mdusd.k12.ca.us	

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/5/2009

PRODUCER (415) 978-3800 FAX: (415) 978-3825  
Calender-Robinson Company, Inc.  
FB0267063  
300 Montgomery St., Suite 888  
San Francisco CA 94104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Via Center  
2126 Sixth Street  
Berkeley CA 94710

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Nonprofits' Insurance	
INSURER B	
INSURER C	
INSURER D	
INSURER E	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2008-10322-NPO	12/31/2008	12/31/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2008-10322-NPO	12/31/2008	12/31/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER Professional Liability</b>	2008-10322-NPO	12/31/2008	12/31/2009	Each occurrence \$ 1,000,000 Policy aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate holder is included as additional insured as per the attached endorsement - NOTE: 10 days notice of cancellation for non-payment of premium

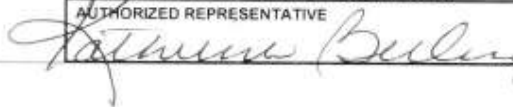
## CERTIFICATE HOLDER

Mt. Diablo Unified School District  
James W. Dent Education Center  
1936 Carlotta Avenue  
Concord, CA 94519

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





2010

MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

ORIGINAL  
CONTRACT NUMBER:  
P.O. 55006

SPECIAL EDUCATION  
DEPARTMENT

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**Yellowstone Boys & Girls Ranch**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

*AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS*

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Yellowstone Boys and Girls Ranch (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided,



62. CONTRACTOR		CONTRACTOR NUMBER		2009-2010
Yellowstone Boys & Girls Ranch			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

**Rate Schedule.** Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>		
Basic Education Program/Dual Enrollment*		


\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip			
	b. Transportation – One Way			
	c. Transportation-Dual Enrollment			
	d. MTA			
	e. Parent*			
(2)	a. Educational Counseling – Individual			
	b. Educational Counseling – Group of			
	c. Counseling – Parent			
(3)	a. Adapted Physical Education – Individual			
	b. Adapted Physical Education – Group of			
	c. Adapted Physical Education – Group of			
(4)	a. Language and Speech Therapy – Individual			
	b. Language and Speech Therapy – Group of 2			
	c. Language and Speech Therapy – Group of 3			
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate			
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)			
	b. Additional Adult Assistance – Group of 2			
	c. Additional Adult Assistance – Group of 3			
(6)	Intensive Special Education Instruction, by credentialed special education teacher			
(7)	a. Occupational Therapy – Individual			

	b. Occupational Therapy – Group of 2			
	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy			
(10)	a. Behavior Intervention – BII			
	b. Behavior Intervention – BID			
	Provided by: _____			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR,		SCHOOL DISTRICT	
Nonpublic School/Agency <b>Yellowstone Boys &amp; Girls Ranch</b>			
By:	 6-25-09	By:	
	Signature Date		Date
	<b>GLENN HARLANE, CEO</b>	By:	
	Name and Title of Authorized Representative		Date
		By:	<b>Mildred D. Browne EdD</b> 6/16/09
<b>Notices to CONTRACTOR shall be addressed to:</b> Name <b>Yellowstone Boys &amp; Girls Ranch</b>		<b>Notices to LEA shall be addressed to:</b> Name <b>Mildred D. Browne, Ed. D.</b>	
Nonpublic School/Agency Service Provider <b>Yellowstone Boys &amp; Girls Ranch</b>		Local Educational Agency <b>Mt. Diablo Unified School District</b>	
Address <b>1732 S. 72<sup>nd</sup> Street West</b>		Address <b>1936 Carlotta Drive</b>	
City <b>Billings</b> State <b>Montana</b> Zip <b>59106-3599</b>		City <b>Concord</b> State <b>CA</b> Zip <b>94519</b>	
Phone <b>(406) 651-2739</b>		Phone <b>(925) 682-8000</b>	
Fax <b>(406) 651-2781</b>		Fax <b>(925) 674-0667</b>	
Email		Email	
Website		Website <b><u>www.mdusd.k12.ca.us</u></b>	

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
JUN 30 09

PRODUCER  
**BRYAN BAILEY**  
CBI INSURANCE AGENCY, INC.  
PO BOX 1120  
EDEN UT 84310

Agency Lic#: 102586

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

INSURED  
**YELLOWSTONE BOYS AND GIRLS RANCH**  
1732 S 72ND ST. WEST  
BILLINGS MT 59106-3599

COMPANY A: **MARKEL INSURANCE COMPANY**  
COMPANY B:  
COMPANY C:  
COMPANY D:  
COMPANY E:

### COVERAGES

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

INSR. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	8502SS315179-1	JUL 1 09	JUL 1 10	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> SEX ABUSE AND MOLEST 1M/2M				FIRE DAMAGE (Any One Fire) \$ 50,000
	<input checked="" type="checkbox"/> PROFESSIONAL 1M/3M				MED. EXP (Any One Person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS-COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER:				

**RECEIVED**  
JUL 07 2009

FISCAL ANALYST  
PUPIL SERVICES/SPECIAL EDUCATION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS IF REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER: \_\_\_\_\_ ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_ CANCELLATION

MT DIABLO UNIFIED SCHOOL DISTRICT  
ATTN: MARIA FABIE  
1936 CARLOTTA DRIVE  
CONCORD CALIFORNIA 94519

Attention: MARIA FABIE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE  
(801)745-0990 Ph  
(801)745-1221 Fax

