CONTRACT	NUMBER:
PR#: R	/PO#:

_	Mt. Diablo Unified School District
ÞΤ	IBLIC SCHOOL /ACENCY/DELATED SERVICES PROVIDED.
PL	UBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of , 2010, between June the Mt. Diablo Unified School 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.

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
The Springstone School	PO#:	

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	\$124.00	per 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.

J. 100	Tarted Collinson		
(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)	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	\$76.00	per hour

	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 <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,	SCHOOL DISTRICT
Nonpublic School/Agency	
Signature Date	Signature Date
Name and Title of Authorized Representative Kristine Wong Co-Director	Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION
Notices to CONTRACTOR shall be addressed to: Name Kristine Wong, Co-Director	Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.
Nonpublic School/Agency Service Provider	Local Educational Agency
Address 1035 Carol Lane	Address 1936 CARLOTTA DRIVE
City State Zip Lafayette CA 94549 Phone (925) 962-9660 Fax (925) 962-9558 Email kwong@thespringstoneschool.org Website	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website



DATE (MM/DD/YYYY)

PRODUCER (510)273-8888 FAX: (510)273- Barney & Barney LLC CA License: 0C03950	-8867 THIS CERTIFICATE IS ISSUED AS A MATTER ONLY AND CONFERS NO RIGHTS UPON HOLDER. THIS CERTIFICATE DOES NOT A ALTER THE COVERAGE AFFORDED BY THE	THE CERTIFICATE MEND, EXTEND OR
1999 Harrison Suite 1230 Oakland CA 94612	INSURERS AFFORDING COVERAGE	NAIC#
INSURED	INSURER A North American Elite	
The Springstone School	INSURER B. State Comp Ins. Fund	
1035 Carol Lane	INSURER C.	
	INSURER D	
Lafayette CA 94549	INSURER E.	
COVERAGES		

POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

NSR A	ADD'L NSRD	1	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DDYYYY)	LIMIT	8	
			ERAL LIABILITY				EACH OCCURRENCE DAMAGE TO RENTED	5	1,000,000
_	_	х	COMMERCIAL GENERAL LIABILI	Military and the company of the comp	8/15/2009	8/15/2010	PREMISES (Ea occurrence) MED EXP (Any one person)	5	20,000
A	x		CLAIMS MADE X OCC	JR 200914018NPO	8/15/2009	8/15/2010	PERSONAL & ADV INJURY	5	1,000,000
							GENERAL AGGREGATE	5	2,000,000
		-	TLAGGREGATE LIMIT APPLIES P				PRODUCTS - COMPYOP AGG	\$	2,000,000
		X	PRO-	201					
T		1	OMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000
A		H	ALL OWNED AUTOS SCHEDULED AUTOS	200914018NPO	8/15/2009	8/15/2010	BODILY INJURY (Per person)	5	
		x	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	5	
							PROPERTY DAMAGE (Per accident)	s	
		GAR	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	3	
			ANY AUTO				OTHER THAN EA ACC	\$	
							AUTO ONLY: AGG	5	
		EXC	ESS/UMBRELLA LIABILITY				EACH OCCURRENCE	5	
			OCCUR CLAIMS MAI	DE .			AGGREGATE	\$	
								s	
			DEDUCTIBLE	11				S	
			RETENTION \$					5	
В			COMPENSATION LOYERS LIABILITY				X WC STATU- TORY LIMITS ER		
	ANY	PROF	PRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED?	ř N			E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	ndator	y in NH)	5678282009	8/15/2009	8/15/2010	E L. DISEASE - EA EMPLOYER	\$	1,000,000
	SPE	CIAL	oribe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT	5	1,000,000
	отн	ER							

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

Mt. Diablo Unified School District, it's officers & employees are named as additional insured only with respect to general liability arising out of their contract agreement with the insured. * 10 day Notice of Cancellation for non-payment of premium

CERTIFICATE	HOL	DER
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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, IT'S AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 8,C

ACORD 25 (2009/01)

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INS025 (200901)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2009/01) INS025 (200901)

CO	NI.	RACT NUMBER:
PR#	R	/PO#:

UBLIC SCHO	DL/AGENCY/RELATED SEI	RVICES PRO	VIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of June , 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Tilden Prep (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. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
Tilden Prep	PO#:	

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	\$68.00	per hour
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.

a. Transportation - Round Trip	
b. Transportation - One Way	
c. Transportation-Dual Enrollment	
d. MTA	
e. Parent*	
a. Educational Counseling - Individual	
b. Educational Counseling - Group of	
c. Counseling - Parent	
a. Adapted Physical Education - Individual	
b. Adapted Physical Education - Group of	
c. Adapted Physical Education - Group of	
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	
 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	
Intensive Special Education Instruction, by credentialed special education teacher	
a. Occupational Therapy - Individual	
	b. Transportation - One Way c. Transportation-Dual Enrollment d. MTA e. Parent* a. Educational Counseling - Individual b. Educational Counseling - Group of c. Counseling - Parent a. Adapted Physical Education - Individual b. Adapted Physical Education - Group of c. Adapted Physical Education - Group of 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 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 Intensive Special Education Instruction, by credentialed special education teacher

	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 <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,	SCHOOL DISTRICT
Nonpublic School/Agency	
Signature Date	Signature Date
Name and Title of Authorized Representative Karen Hobbs Co-Director	Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION
Notices to CONTRACTOR shall be addressed to: Name Karen Hobbs, Co-Director	Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.
Nonpublic School/Agency Service Provider	Local Educational Agency
Address 1231 Solano Avenue	Address 1936 CARLOTTA DRIVE
City State Zip Albany CA 94706 Phone (510) 525-5506 Fax (510) 525-5508 Email 1karenhobbs@gmail.com Website	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website

DNLY AND CO	CATE IS ISSUE	TILDE-1		
P.O. Box 8197 HOLDER THIS	TILDE-1 12/09/09 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.			
Walnut Creek CA 94596 hone: 925-932-0424 Fax: 925-932-2317 INSURERS AFFO			NAIC #	
NSURED INSURER A. Ha.	rtford In	surance Co	22357	
INSURER 8:		ibuzance co	22331	
A PARTITION OF THE PART			1	
Tilden Preparatory School 1231 Solano Avenue Albany CA 94706				
OVERAGES				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, ED POLICIES, AGOREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	SE CEDTIENCATE A	MAN HE WITH THE OR		
SR ADD'L TR INSRD TYPE OF INSURANCE POLICY NUMBER DATE (MM/DDYYYY) DAT	LICY EXPIRATION	1140		
GENERAL LIABILITY	IE (MM/DD/YYYY)	LIMIT		
X X COMMERCIAL GENERAL LIABILITY 57SBAVA6138 11/02/09	11/02/10	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 300,000	
CLAIMS MADE X OCCUR		MED EXP (Any one person)	£10,000	
		PERSONAL & ADV INJURY	\$1,000,000	
		GENERAL AGGREGATE		
GEN'L AGGREGATE LIMIT APPLIES PER:			\$2,000,000	
POUCY PRO LOC		PRODUCTS - COMP/OP AGG	\$2,000,000	
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT		
ANY AUTO		(Ea accident)	\$	
ALL OWNED AUTOS SCHEDULED AUTOS		BODALY INJURY (Per person)	5	
HIRED AUTOS NON-OWNED AUTOS		BODILY INJURY (Per accident)	s	
		PROPERTY DAMAGE (Per socident)	5	
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT	5	
ANY AUTO	-	OTHER THAN EA AGC		
		AUTO ONLY: AGG		
EXCESS / UMBRELLA LIABILITY		EACH OCCURRENCE	10,000,00	
X OCCUR CLAIMS MADE 57SBAVA6138 11/02/09 1	11/02/10	AGGREGATE	The second secon	
11/02/09	11/02/10	AGGREGATE	\$10,000,00 \$	
DEDUCTIBLE	1			
X RETENTION \$10,000	1		\$	
WORKERS COMPENSATION	-	WC STATU- OTH-	5	
ANY PROPRIETOR/PARTNER/EXECUTIVE	1	11011 1011		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1	E.L. EACH ACCIDENT	1	
Eyes, describe under SPECIAL PROVISIONS below	-	E.L. DISEASE - EA EMPLOYEE	A	
OTHER		E.L. DISEASE - POLICY LIMIT	\$	
	1			
CRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISION diablo Unified School District is named as Additional I spect to the operations of the named insured.	ws Insured w	ith	-5011	
xcept 10 Days Notice For Non-Payment				
RTIFICATE HOLDER CANCELLATION				
SHOULD ANY OF THE A	ABOVE DESCRIBE	D POLICIES BE CANCELLED	BEFORE THE EXPIRATE	
MTDIARI, DATE THEREOF, THE IS				
Mt. Diablo Unified School Notice to the CERTS	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			
District		OF ANY KIND UPON THE INSUE		
Pupil Services & Special Ed. 2326 Bisso Lane REPRESENTATIVES.		or rate many or on the MSU	NO STREET OF STREET	
	NTATIVE O	0		
Concord CA 94520 R.L. Milsner	Inc.	Ma /n low	1	
DD OF (DODGES)		RPORATION. All rights	reserved	

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PERSONNEL SERVICES

JAN 2 7 2010

MDUSD

PR#: R	/PO#:	
ES PROVIDER	₹:	

CONTRACT NUMBER:

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 15th day of June . 2010, between the Mt. Diablo Unified School 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.

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
Tobinworld II	PO#:	

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	\$132.00	per 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.

(1)	a. Transportation - Round Trip	\$75.00	
	b. Transportation - One Way	\$38.00	
	c. Transportation-Dual Enrollment		
	d. MTA		
	e. Parent*		
(2)	a. Educational Counseling - Individual	\$61.00	per hour
	b. Educational Counseling - Group of	\$46.00	per hour
	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	\$61.00	per hour
- AND CONTRACT OF THE PARTY OF	b. Language and Speech Therapy - Group of 2	\$46.00	per hour
	c. Language and Speech Therapy - Group of 3		
	d. Language and Speech Therapy - Per diem		
	e. Language and Speech - Consultation Rate		
(5)	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	\$14.00	per hour
(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 <u>lst</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,	SCHOOL DISTRICT	
Nonpublic School/Agency		
Signature Date	Signature Date	
Name and Title of Authorized Representative Dr. Richard Couch Principal	Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION	
Notices to CONTRACTOR shall be addressed to: Name Dr. Richard Couch, Principal	Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider	Local Educational Agency	
Address 2330 Country Hills Drive, #102	Address 1936 CARLOTTA DRIVE	
City State Zip Antioch CA 94509 Phone (925) 755-8635 Fax (925) 755-8243 Email r.couch@tobinworld.org Website	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website	

PRODUCE	OLIVIII IC	CATE OF LIABIL	III INSU	RANCE			3/16/2010
	ER (661) 702-6000 FAX:		THIS CER	TIFICATE IS ISS	UED AS A MATTE	R OF	INFORMATION
	/ Insurance & Financi	al Services, Inc.	HOLDER.	THIS CERTIFICA	O RIGHTS UPON ATE DOES NOT A	MEND	EXTEND OR
. 55	Smyth Drive		ALTER TH	E COVERAGE A	FFORDED BY THE P	OLICI	ES BELOW.
Valen	cia CA 9	1355	INSURERS A	FFORDING COVI	ERAGE	NAIC	#
INSURED			INSURER A: Ph	iladelphia	Insurance		
	world		INSURER B: CO	lony Insura	nce Company		
920 E	ast Broadway		INSURER C: Ze	nith Ins. C	0.	1326	9
C1 1	-1-	1005 1001	INSURER D. Ad	miral Ins.	Co.		
Glend		1205-1291	INSURER E				
THE POI	LICIES OF INSURANCE LISTED BELO	OW HAVE BEEN ISSUED TO THE INITIAL T	ENT WITH RESPECT	TO WHICH THIS (COTICIOATE MAY BE IS	SCHER	OP MAY BERTAIN
NSR ADD'	C)	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	1	IMITS	
	GENERAL LIABILITY			DATE (MINOCH 17)	EACH OCCURRENCE	5	1,000,000
- 1	X COMMERCIAL GENERAL LIABILITY	e			DAMAGE TO RENTED PREMISES (Ea occurrence	3	1,000,000
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	H				PERSONAL & ADV INJURY	\$	1,000,000
- 10 - 3					GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO-	6			PRODUCTS - COMP/OP A	3G \$	2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT		1,000,0000
A	X ANY AUTO ALL OWNED AUTOS	PHPK500567	12/5/2009	12/5/2010	(Ea accident) BODILY INJURY	-	1,000,0000
	SCHEDULED AUTOS				(Per person)	S	
	X HIRED AUTOS X NON-OWNED AUTOS	RECEIV	ED		BODILY INJURY (Per accident)	s	
10		MAR 263			PROPERTY DAMAGE (Per accident)	5	
+	GARAGE LIABILITY	MAR Z D /	2410			т 5	
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_		PUPIL SERVICES/SPECI	IAL EDUCATION		ALITO ONLY	3G. \$	
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1 1	X OCCUR CLAIMS MADE		1 1		AGGREGATE	5	10,000,000
			10/5/0000	***/****		S	
3	DEDUCTIBLE V	AR6460209	12/5/2009	12/5/2010		\$	
WORK	X RETENTION \$10,000		+		X WC STATU	\$	
EMPL	OYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE					R	1,000,000
OFFIC	ER/MEMBER EXCLUDED?	2066935206	2/1/2010	2/1/2011	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOY	3	1,000,000
	describe under IAL PROVISIONS below		300 00 00 00 00 00 00 00 00 00 00 00 00		E.L. DISEASE - POLICY LIM		1,000,000
OTHE	R Professional	TBD	3/25/2010	3/25/2011	Each Claim		\$2,000,000
1	Liability				Aggregate Limit		\$4,000,000
		S/EXCLUSIONS ADDED BY ENDORSEMEN			Deductible		2,500

Friday, June 18, 2010 (8).max

Page 1 of 2

CONTRAC	CT NUMBER:	
PR#: R	/PO#	

IDLIC SCH	OOL /ACENCY/DEL A	CED CEDVICES DO	OVIDED
OBLIC SCH	OOL/AGENCY/RELAT	ED SERVICES PR	OVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of , 2010, between June the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Waterfall Canyon Academy (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 seg., 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. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
Waterfall Canyon Academy	PO#:	

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	\$158.00	per 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.

(1)	a. Transportation - Round Trip	
2007-500-	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)	Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)	
	b. Additional Adult Assistance - Group of 2	
1247	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 <u>lst</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,		SCHOOL DISTRICT
Nonpubl	lic School/Agency	
	Signature Date	Signature Date
	Name and Title of Authorized Representative Richard Dimick President	Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION
Notices to Name	CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.
Nonpubl	ic School/Agency Service Provider	Local Educational Agency
Address 3375 Harri	ison Blvd	Address 1936 CARLOTTA DRIVE
City Ogden Phone	State Zip UT 84403 (801) 621-3901	City State Zip CONCORD CA 94519 Phone (925) 682-8000
Fax Email lau Website	(801) 621-3991 ura@waterfallcanyon.com www.waterfallcanyon.com	Fax (925) 687-3139 Email Website

MO. 1452 P. 1 - - -

PRODUCER Phone: (601) 982-7516 Fiox 801-52 BLACKBURN JONES COMPANY PO BOX 1479 OGDEN UT 84402	FICATE OF LIA	ONLY AND O	CATE IS ISSUED UNFERS NO RIG IS CERTIFICATE	AS A MATTER OF INFORMATION THE CERTIFICATION THE CERTIFICATION TO AMEND, EXTENDED BY THE POLICIES BY	MATION ATE	(MACDONYYY (16/2016
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11.0	ALL CANTON ACADEMY	INSURER B. A	merican Alterna	ative insurance Co		
3375 HARRISON BLVD		MEURER C. P	HILADELPHIA I	NDEMNITY INSURANCE	00	
OGDEN UT 84402		INSURER D:		TO THE ORANGE	COMPAN	Y
COVERAGES		INSURER E.				
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TYPE OF INSURANCE GENERAL LIGHLITY	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	Liver		
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X NON-CIWNED AUTOS				BODILY INJURY (Per accident)	\$	
GARAGE LIABILITY				PROPERTY DAMAGE (Per accidore)	2	
ANY AUTO				AUTO ONLY - BA ACCIDENT	3	
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SCRIPTION OF OPERATIONS/LOCATIO		IS ADDED BY E				
RTIFICATE HOLDER						
TIPLANTE HULDER		CANCELLAT				
Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94819		WRITTEN NOTICE DO SO SHALL INFO AGENTS OR REPR	TO THE CERTIFIC OSE NO DELIGATION EBENTATIVES.	RRIED POLICIES BE CANCELLE SBUING INSURER WILL ENDEAN ATT MOUDER NAMED TO THE FOR LIABILITY OF ANY KIND UPO	OR TO MAIL	20 DAYS
		AUTHORIZED REPR	RESENTATIVE	00 1		$\overline{}$
ention:		A terminal distribution of the control of the contr	/	Eleny hi	Oliver -	11

CONTRAC	CT NUMBER:	
PR#: R	/PO#:	

LEA:	Mt. Diablo U	Unified School District	
LILIA.	THE DIADIO C	Chined School District	

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

We Care Treatment Center (Barbara Milliff 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 15th day of June , 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and We Care Treatment Center (Barbara Milliff 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.

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
We Care Treatment Center (Barbara Milliff Center)	PO#:	

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	\$125.00	per 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.

(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	\$70.00	per hour
,	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)	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		
(7)	credentialed special education teacher		
(7)	a. Occupational Therapy - Individual	\$70.00	per hour

	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 <u>lst</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,	SCHOOL DISTRICT
Nonpublic School/Agency	
Signature	Date Signature Date
Name and Title of Authorized Representative John F. Jones	Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION
Notices to CONTRACTOR shall be addressed to: Name John F. Jones	Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.
Nonpublic School/Agency Service Provider	Local Educational Agency
Address 2191 Kirker Pass Road	Address 1936 CARLOTTA DRIVE
City State Zip Concord CA 94521 Phone (925) 671-0777 Fax (925) 671-4707 Email jones@wecarebmcc.org Website	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website

We 219 Con		925-932-0962	ONLY AND HOLDER. ALTER TH	CONFERS NO RITHIS CERTIFICAT	NAC/30202	TFICATE XTEND OR
We 219 Con	932-7823 Fax:	925-932-0962	INSURER A INSURER B INSURER C		NAC/30202	110000000
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GENERAL	LIABILITY		DATE (MAIN DESTIT)	DATE (MIMIODITY)	EACH OCCURRENCE	\$1,000,00
X COM	MERCIAL GENERAL LIABILITY	PHPK507428	12/15/09	12/15/10	DAMAGE TO RENTED PREMISES (Ea occurence)	\$100,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$5,000
	7777-11/				PERSONAL & ADV INJURY	\$1,000,00
					GENERAL AGGREGATE	\$3,000,00
GEN'L AGO	GREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	\$3,000,00
POLIC	Y PRO- JECT LOC					N
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					PROPERTY DAMAGE (Per accident)	s
GARAGE L	IABILITY				AUTO ONLY - EA ACCIDENT	\$
ANY A	UTO				OTHER THAN EA ACC AGG	\$
EXCESS/UN	MBRELLA LIABILITY				EACH OCCURRENCE	\$2,000,000
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	onal Liab.	PHPK507428	12/15/09	12/15/10	Incident Aggregate	\$1,000,00

Friday, June 18, 2010 (8).max

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

CONTRACT	NUMBER:
PR#: R	_/PO#:

LEA:	Mt. Diablo Unified School District
NONI	PUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
	Services in the services of the services in th

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of , 2010, between June the Mt. Diablo Unified School 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.

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
Via Center	PO#:	

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	per 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.

(1)	a. Transportation – Round Trip		
	b. Transportation - One Way		
	c. Transportation-Dual Enrollment		
	d. MTA		
	c. Parent*		
(2)	a. Educational Counseling - Individual		
20000	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	\$88.00	per hour
	b. Language and Speech Therapy - Group of 2	\$62.00	per hour
	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	\$83.00	per hour

	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 <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRAC	TOR,		SCHOOL DISTRICT	
Nonpublic S	chool/Agency			
S	Signature Date		Signature Date	
F	Name and Title of Authorized Representative Anke Vandenbosch Director		Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION	
Notices to CONTRACTOR shall be addressed to: Name Anke Vandenbosch, Director			Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic So	hool/Agency Service Provider		Local Educational Agency	
Address 2126 6th Stree	ot		Address 1936 CARLOTTA DRIVE	
City Berkeley Phone (5	State Zip CA 94710 10) 848-1616	City CONC Phone	State Zip	
- A	10) 848-1632	Fax (925) 687-3139		
Email viacent Website	er@viacenter.org	Email Website		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

		IADILIT I INSURANCE	12/1/2009				
Calender-Robinso FB0267063	W. Barana Desperay	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.					
300 Montgomery St., Suite 888 San Francisco CA 94104		INSURERS AFFORDING COVERAGE	NAIC #				
INSURED		INSURER A Nonprofits' Insurance					
Via Center		INSURER B.					
2126 Sixth Stree	t	INSURER C:					
		INSURER D					
Berkeley	CA 94710	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 BED BEEN BEAUTHORS.

INSR ADD			POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY				EACH OCCURRENCE	5	1,000,00
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	5	500,00
A	CLAIMS MADE X OCCUR	2009-10322-NPO	12/31/2009	12/31/2010	MED EXP (Any one person)	5	20,000
					PERSONAL & ADV INJURY	5	1,000,000
					GENERAL AGGREGATE	3	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$	2,000,000
	AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	8	1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS	2009-10322-NPO	12/31/2009	12/31/2010	BODILY INJURY (Per person)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS				BOOILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per acodent)	s	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN EA ACC	\$	
-					AUTO ONLY AGG	5	
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	OCCUR CLAIMS MADE				AGGREGATE	S	
						S	
	DEDUCTIBLE					S	
WO	RETENTION \$ RKERS COMPENSATION					5	
AND	EMPLOYERS' LIABILITY V / N				WC STATU- TORY LIMITS ER		
OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT	8	
If ye	ndatory in NH) s, describe under				E.L. DISEASE - EA EMPLOYEE	5	
-	CIAL PROVISIONS below	AND AND THE WAR STATE OF THE ST	Vision (1995) - 1995		E.L. DISEASE - POLICY LIMIT		
A OTH	Social Services	2009-10322-NPO	12/31/2009	12/31/2010	Each occurrence	S	1,000,000
	Professional Lia.				Policy aggregate	\$	2,000,000

cate 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

allen

ACORD 25 (2009/01)

INS025 (200901)

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