

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

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 15th day of June, 2010, between 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.

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

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

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>	\$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.

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	\$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 1st day of July 2010, and terminates at 5:00 P.M. on June 30, 2011, 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 Lafayette	State Zip CA 94549	City CONCORD	State Zip CA 94519
Phone (925) 962-9660		Phone (925) 682-8000	
Fax (925) 962-9558		Fax (925) 687-3139	
Email kwong@thespringstoneschool.org		Email	
Website		Website	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2010

PRODUCER (510)273-8888 FAX: (510)273-8867

Barney & Barney LLC

CA License: 0C03950

1999 Harrison Suite 1230

Oakland CA 94612

INSURED

The Springstone School

1035 Carol Lane

Lafayette

CA 94549

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 North American Elite

INSURER B State Comp Ins. Fund

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <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	200914018NPO	8/15/2009	8/15/2010	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
A		AUTOMOBILE LIABILITY <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	200914018NPO	8/15/2009	8/15/2010	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 \$ AUTO ONLY AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	5678282009	8/15/2009	8/15/2010	<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
		OTHER				

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 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

Gregg Blair/FEL

ACORD 25 (2009/01)
INS025 (200901)

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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.

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Tilden Prep

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.

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

62. CONTRACTOR		CONTRACTOR NUMBER		2010-2011
Tilden Prep		PO#:		

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>	\$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.

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			
(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 2010, and terminates at 5:00 P.M. on June 30, 2011, 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 Albany State CA Zip 94706	City Albany State CA Zip 94706	City CONCORD State CA Zip 94519	City CONCORD State CA Zip 94519
Phone (510) 525-5506	Phone (510) 525-5506	Phone (925) 682-8000	Phone (925) 682-8000
Fax (510) 525-5508	Fax (510) 525-5508	Fax (925) 687-3139	Fax (925) 687-3139
Email 1karenhobbs@gmail.com	Email 1karenhobbs@gmail.com	Email	Email
Website	Website	Website	Website



CERTIFICATE OF LIABILITY INSURANCE

OP ID EW
TILDE-1

DATE (MM/DD/YYYY)

12/09/09

PRODUCER
 R. L. Milsner, Inc.
 CA License #0557311
 P.O. Box 8197
 Walnut Creek CA 94596
 Phone: 925-932-0424 Fax: 925-932-2317

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

 Tilden Preparatory School
 1231 Solano Avenue
 Albany CA 94706

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Insurance Co	22357
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	X	GENERAL LIABILITY <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 type="checkbox"/> LOC	57SBAVA6138	11/02/09	11/02/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 \$ 300,000 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
			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 (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A			EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	57SBAVA6138	11/02/09	11/02/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
			WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Mt. Diablo Unified School District is named as Additional Insured with respect to the operations of the named insured.

*Except 10 Days Notice For Non-Payment

CERTIFICATE HOLDER

MTDIABL

Mt. Diablo Unified School
 District
 Pupil Services & Special Ed.
 2326 Bisso Lane
 Concord CA 94520

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
 R.L. Milsner Inc.

Susan Calvert

RD 25 (2009/01)

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PERSONNEL SERVICES

JAN 27 2010

MDUSD

2010-2011

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

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.

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

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

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>	\$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.

B. Related Services

(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
	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)	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	\$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 1st day of July 2010, and terminates at 5:00 P.M. on June 30, 2011, 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	City	State Zip
Antioch	CA 94509	CONCORD	CA 94519
Phone	(925) 755-8635	Phone	(925) 682-8000
Fax	(925) 755-8243	Fax	(925) 687-3139
Email	r.couch@tobinworld.org	Email	
Website		Website	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2010

PRODUCER (661)702-6000 FAX: (661)702-6060
J W Insurance & Financial Services, Inc.
55 Smyth Drive

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.

Valencia CA 91355

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: Philadelphia Insurance

Tobinworld
920 East Broadway

INSURER B: Colony Insurance Company

INSURER C: Zenith Ins. Co.

13269

Glendale CA 91205-1291

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	ADD'L	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 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		AUTOMOBILE LIABILITY <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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z066935206	2/1/2010	2/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Professional Liability	TBD	3/25/2010	3/25/2011	Each Claim \$2,000,000 Aggregate Limit \$4,000,000 Deductible 2,500

RECEIVED
MAR 26 2010
FISCAL ANALYST
PIPII SERVICES/SPECIAL EDUCATION

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

CORD 25 (2001/08)

IS025 (0108)08a

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Page 1 of 2

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Waterfall Canyon 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 15th day of June, 2010, between 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 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

62. CONTRACTOR		CONTRACTOR NUMBER		2010-2011
Waterfall Canyon Academy		PO#:		

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>	\$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.

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			
(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 2010, and terminates at 5:00 P.M. on June 30, 2011, unless sooner terminated as provided herein.

CONTRACTOR,		SCHOOL DISTRICT	
Nonpublic 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 CONTRACTOR shall be addressed to: Name		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.
	Nonpublic School/Agency Service Provider		Local Educational Agency
	Address 3375 Harrison Blvd		Address 1936 CARLOTTA DRIVE
	City State Zip Ogden UT 84403 Phone (801) 621-3901 Fax (801) 621-3991 Email laura@waterfallcanyon.com Website www.waterfallcanyon.com		City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2010

PRODUCER Phone: (801) 962-7516 Fax: 801-921-1147
BLACKBURN JONES COMPANY
 PO BOX 1479
 OGDEN UT 84402

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
PROGRESSIVE YOUTH INC & WATERFALL CANYON ACADEMY INC
 3375 HARRISON BLVD
 OGDEN UT 84403

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Alternative Insurance Co	
INSURER B:	American Alternative Insurance Co	
INSURER C:	PHILADELPHIA INDEMNITY INSURANCE COMPANY	
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.

NR	ADOL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS																		
B		GENERAL LIABILITY	99A2GL0002178	06/01/09	08/01/10	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr> <tr><td>MED. EXP (Any one person)</td><td>\$</td><td>5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>3,000,000</td></tr> </table>	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	\$	3,000,000	PRODUCTS - COMP/OP AGG	\$	3,000,000
		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	\$	3,000,000																						
PRODUCTS - COMP/OP AGG	\$	3,000,000																						
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC																						
C		AUTOMOBILE LIABILITY	PHPK463352	07/27/09	07/27/10	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$							
		COMBINED SINGLE LIMIT (Ea accident)					\$	1,000,000																
		BODILY INJURY (Per person)					\$																	
		BODILY INJURY (Per accident)					\$																	
PROPERTY DAMAGE (Per accident)	\$																							
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS																							
	GARAGE LIABILITY																							
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OTHER THAN AUTO ONLY: <input type="checkbox"/> EA ACC <input type="checkbox"/> AGG																							
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$																						
		<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HI) (If yes, describe under SPECIAL PROVISIONS below) Y/N <input type="checkbox"/>																						
		<input type="checkbox"/> STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$																						
A		OTHER PROFESSIONAL LIABILITY	9942PL0002514	06/01/09	08/01/10	\$1,000,000 EACH OCCURRENCE \$3,000,000 AGGREGATE																		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 Certificate Holder Listed as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94618

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.

Attention:

AUTHORIZED REPRESENTATIVE

 Clay Jones

ACORD 25 (2009/01)

Certificate # 53022

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The ACORD name and logo are registered marks of ACORD

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified 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

I. 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.

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

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

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>	\$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.

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	\$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)	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	\$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 1st day of July 2010, and terminates at 5:00 P.M. on June 30, 2011, 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	

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HR
WECAR-2

DATE (MM/DD/YYYY)
12/14/09

PRODUCER R. C. Fischer & Co. P O. Box 8101 nut Creek CA 94596-8101 Phone: 925-932-7823 Fax: 925-932-0962	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 #
INSURED We Care Services for Children 2191 Kirker Pass Road Concord CA 94521	INSURER A Philadelphia Indemnity Ins. Co	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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	PHPK507428	12/15/09	12/15/10	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 3,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	PHPK507428	12/15/09	12/15/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS/UMBRELLA LIABILITY	PHUB292681	12/15/09	12/15/10	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
	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	\$
	OTHER				E L DISEASE - POLICY LIMIT	\$
A	Professional Liab.	PHPK507428	12/15/09	12/15/10	Incident	\$1,000,000
					Aggregate	\$3,000,000

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

* 10 day notice in the event of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

MTDIABL

Mt. Diablo Unified School
 District; Special Ed. Dept.
 Attn: Janet Samimi
 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

Stefan Repard

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

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 15th day of June, 2010, between 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.

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

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

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>	\$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.

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

CONTRACTOR,		SCHOOL DISTRICT	
Nonpublic School/Agency			
	Signature _____ Date _____		Signature _____ Date _____
	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 School/Agency Service Provider		Local Educational Agency	
Address 2126 6th Street		Address 1936 CARLOTTA DRIVE	
City Berkeley	State CA	Zip 94710	City CONCORD
Phone (510) 848-1616			State CA
Fax (510) 848-1632			Zip 94519
Email viacenter@viacenter.org			Phone (925) 682-8000
Website			Fax (925) 687-3139
			Email
			Website



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2009

PRODUCER (415) 978-3800 FAX: (415) 978-3825

Calender-Robinson Company, Inc.

FB0267063

300 Montgomery St., Suite 888

San Francisco CA 94104

INSURED

Via Center

2126 Sixth Street

Berkeley

CA 94710

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 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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2009-10322-NPO	12/31/2009	12/31/2010	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
GEN'L AGGREGATE LIMIT APPLIES PER:						
		<input checked="" type="checkbox"/> POLICY				<input type="checkbox"/> PRO-JECT
						<input type="checkbox"/> LOC
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2009-10322-NPO	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS / UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				Y/N <input type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Social Services Professional Lia.	2009-10322-NPO	12/31/2009	12/31/2010	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

ACORD 25 (2009/01)

INS025 (09/00)

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