

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PC#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Heartspring

**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 Heartspring (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
Heartspring		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. Basic Education Program/Special Education Instruction	\$4,346.00	per month
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	\$95.00		per half 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	\$22.00		per hour
(7)	a. Occupational Therapy Individual	\$95.00		per half 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 David Dorf Vice President of Finance		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 David Dorf, Vice President of Finance		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 8700 East 29th Street North		Address 1936 CARLOTTA DRIVE	
City	State Zip	City	State Zip
Wichita	KS 67226	CONCORD	CA 94519
Phone	(316) 634-8801	Phone	(925) 682-8000
Fax	(316) 634-0555	Fax	(925) 687-3139
Email	kconard@heartspring.org	Email	
Website		Website	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2010

PRODUCER
Willis of Greater Kansas, Inc.
P.O. Box 206
Wichita, KS 67201
316 263-3211

INSURED
Heartspring, Inc.
8700 E. 29th St. N.
Wichita, KS 67226

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance	18058
INSURER B: Accident Fund General Insurance	
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 LTR	ADD'L INSR	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 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	PHPK537130	03/01/10	03/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	PHPK537130	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PHUB300207	03/01/10	03/01/11	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	200000444	03/01/10	03/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A		OTHER Professional Liability	PHPK537130	03/01/10	03/01/11	Each Occ \$1,000,000 Aggregate \$3,000,000

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

The following are Additional Insureds as respects General Liability only if required by written contract and coverage applies only as respects ongoing operations performed by the Insured for the Additional Insureds. All coverage terms, conditions and exclusions of the policy apply.

(See Attached Descriptions)


CERTIFICATE HOLDER

Mt. Diablo USD
1936 Carlotta Dr
Concord, CA 94519-1358

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



2010-2011

CONTRACT NUMBER:

PR#: R. _____ /PO#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Heritage

**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 Heritage (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
Heritage	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. Basic Education Program/Special Education Instruction	\$105.00	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 Jeremy Brown Chief Financial Officer		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 Jeremy Brown, CFO		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 5600 North Heritage School Drive		Address 1936 CARLOTTA DRIVE	
City	State Zip	City	State Zip
Provo	UT 84604	CONCORD	CA 94519
Phone	(801) 226-4602	Phone	(925) 682-8000
Fax	(801) 226-4693	Fax	(925) 687-3139
Email	bonnie.schrader@heritagertc.org	Email	
Website		Website	

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
MAR 29 10

PRODUCER
ROBIN PATTERSON
COMMERCIAL BUSINESS INSURANCE AGENCY
P. O. BOX 9742
RAPID CITY SD 57709-9742

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

COMPANIES AFFORDING COVERAGE

INSURED
HERITAGE SCHOOLS, INC.
DBA: HERITAGE BEHAVIORAL HEALTH SYSTEMS, INC.
5600 NO. HERITAGE SCHOOL DR.
PROVO UT 84604

COMPANY A: **MARKEL INSURANCE CO. RATING A12**
COMPANY B:
COMPANY C:
COMPANY D:
COMPANY E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	8502SS310559-2	MAR 12 10	MAR 12 11	EACH OCCURRENCE \$ 1,000,000
	FIRE DAMAGE (Any One Fire) \$ 200,000				
					MED. EXP (Any One Person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS-COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	4602SS310560-2	MAR 12 10	MAR 12 11	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000				
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
					OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
A	OTHER:	8502SS310559-2	MAR 12 10	MAR 12 11	SEXUAL ABUSE SUBLIMIT: \$1,000,000. OCCURRENCE \$2,000,000. AGGREGATE

RECEIVED
APR 12 2010
FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS SEE ATTACHED "ADDITIONAL INSURED" ENDORSEMENT.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DRIVE CORD, CA 94519-1397		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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.
Attention: JANET SAMIMI		AUTHORIZED REPRESENTATIVE: <i>Robin L. Patterson</i> PHONE: 866-779-4959 FAX: 866-451-1953 Signature: Robin Patterson, Agent

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Milhous School, Inc.

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 Milhous School, Inc. (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
Milhous School, Inc.		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. Basic Education Program/Special Education Instruction	\$190.00	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 Sandy Alexander Education Coordinator		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 Sandy Alexander, Education Coordinator		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.
	Nonpublic School/Agency Service Provider		Local Educational Agency
	Address 10591 Milhous Drive		Address 1936 CARLOTTA DRIVE
	City Nevada City State CA Zip 95959 Phone (530) 265-9057 Fax (530) 292-3013 Email sandy@milhous.us Website		City CONCORD State CA Zip 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2009

PRODUCER
MARSH RISK & INSURANCE SERVICES
SAN FRANCISCO, CA 94014
CALIFORNIA LICENSE NO. 0437153 and
NonProfits' United Workers' Comp Group
431 I Street, Suite 200, Sacramento Ca 95814
398879-WC-XSWC-09-10

THIS CERTIFICATION 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
Milhous Children's Services, Inc.
24077 State Highway 49
Nevada City, CA 95959

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NonProfits' United Workers' Compensation

INSURER B: ACE American Insurance Company

22667

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES(Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	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 \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	NPU-WCG 001-2010	01/01/2010	01/01/2011	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	OTHER Excess Workers' Compensation	WCLC45712709	01/01/2010	01/01/2011	\$35,000,000 x \$500,000 WC \$2,000,000 x \$500,000 EL

RECEIVED
JAN 05 2010
FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

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

CERTIFICATE HOLDER

SEA-001513472-01

CANCELLATION

Mt. Diablo USD
1936 Carlotta Dr.
Concord, CA 94519-1358

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
of Marsh USA Inc.
Pat Clark

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Oak Hill School

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

I. MASTER CONTRACT

This Master Contract is entered into this 15th day of June, 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Oak Hill 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
Oak Hill 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. Basic Education Program/Special Education Instruction	\$190.00	per day
Basic Education Program/Dual Enrollment*	\$255.00	per day

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

B. Related Services

(1)	a. Transportation – Round Trip			
	b. Transportation – One Way			
	c. Transportation-Dual Enrollment			
	d. 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	\$95.00		per hour
	b. Language and Speech Therapy – Group of 2	\$75.00		per hour
	c. Language and Speech Therapy – Group of 3	\$75.00		per hour
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate	\$70.00		per hour
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)	\$26.00		per hour
	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	\$95.00		per hour

	b. Occupational Therapy – Group of 2	\$75.00	per hour
	c. Occupational Therapy – Group of 3	\$75.00	per hour
	d. Occupational Therapy – Group of 4 - 7	\$75.00	per hour
	e. Occupational Therapy - Consultation Rate	\$70.00	per hour
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII	\$55.00	per hour
	b. Behavior Intervention – BID	\$95.00	per hour
	Provided by:		
(11)	Nursing Services		
(12)	Other: Psychological Services other than Assessment and IEP	\$95.00	up to 140 per hour
(13)	Home or Hospital Instruction		
(14)	Other Creative Arts	\$90.00	per hour

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 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 Heidi Rosevear Director of Finance		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 Heidi Rosevear, Director of Finance		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 300 Sunny Hills Drive #6		Address 1936 CARLOTTA DRIVE	
City San Anselmo	State Zip CA 94960	City CONCORD	State Zip CA 94519
Phone (415) 457-7601 ext. 107		Phone (925) 682-8000	
Fax (415) 457-7620		Fax (925) 687-3139	
Email hrosevear@myoakhill.org		Email	
Website www.theoakhillschool.org		Website	

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID IM
NEWSC-1

DATE (MM/DD/YYYY)
12/03/09

PRODUCER
Der Manuel Ins & Fin Svcs Inc
Der Manuel Insurance Group
P O. Box 28906
San Anselmo CA 93729-8906
Phone: 559-447-4600

RECEIVED
DEC 10 2009

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

Oak Hill School of California
300 Sunny Hills Drive #6
San Anselmo CA 94960

FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Non-Profits Ins Alliance of CA	
INSURER B: Employers Compensation Ins Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	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	200916765NPO	12/01/09	12/01/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000								
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	200916765NPO	12/01/09	12/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 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 \$								
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	200916765UMB	12/01/09	12/01/10	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IS031769207	09/01/09	09/01/10	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - EA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000
WC STATUTORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$ 1000000													
E.L. DISEASE - EA EMPLOYEE	\$ 1000000													
E.L. DISEASE - POLICY LIMIT	\$ 1000000													
A		OTHER Soc Serv Prof	200916765NPO	12/01/09	12/01/10	Agg/Occ 2M/1M								
A		Impr Sexl Conduct	200916765NPO	12/01/09	12/01/10	Agg/Occ 1M/1M								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Mt. Diablo Unified School District is named additional insured per attached form CG2026. 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

MTDIA-2

Mt. Diablo Unified School Dist
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

Iron Masf

2010-2011

CONTRACT NUMBER:

PR#: R _____ /PO#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Orion Academy

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of June, 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Orion 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
Orion 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>	\$162.08	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 Kathryn Stewart, Ph.D		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 Kathryn Stewart, Ph.D		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 350 Rheem Boulevard		Address 1936 CARLOTTA DRIVE	
City	State Zip	City	State Zip
Moraga	CA 94556	CONCORD	CA 94519
Phone	(925) 377-0789	Phone	(925) 682-8000
Fax	(925) 377-2028	Fax	(925) 687-3139
Email	director@orionacademy.org	Email	
Website		Website	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2010

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

INSURED:
 Orion Academy
 350 Rheem Blvd
 Moraga CA 94556

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

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

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	57UUNUL6568	6/1/2010	6/1/2011	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
		GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
		ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$
						ACC \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
						\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Jason Cheung/JASONC

ACORD 25 (2009/01)
 INS025 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

This fax was sent with GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

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:

Raskob Learning Institute and Day School

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of June, 2010, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and Raskob Learning Institute and Day School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

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

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding

62. CONTRACTOR		CONTRACTOR NUMBER		2010-2011
Riskob Learning Institute and Day 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. Basic Education Program/Special Education Instruction	\$115.28	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	\$100.00	per hour
	b. Educational Counseling – Group of	\$50.00	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	\$100.00	per hour
	b. Language and Speech Therapy – Group of 2	\$50.00	per hour
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate	\$100.00	per hour
(5)	a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP)		
	b. Additional Adult Assistance – Group of 2		
	c. Additional Adult Assistance – Group of 3		
(6)	Intensive Special Education Instruction, by credentialed special education teacher		
(7)	a. Occupational Therapy – Individual	\$100.00	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 Edith Gutterres Executive 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 Edith Gutterres, Executive Director		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 3520 Mountain Boulevard		Address 1936 CARLOTTA DRIVE	
City Oakland	State Zip CA 94619	City CONCORD	State Zip CA 94519
Phone (510) 436-1254		Phone (925) 682-8000	
Fax (510) 436-1106		Fax (925) 687-3139	
Email gutterres@hnu.edu		Email	
Website		Website	

Arthur J. Gallagher & Co.

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

CERTIFICATE OF INSURANCE

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

Company	Policy Number	Applicable (See Reverse Side)	Expiration
Princeton Excess & Surplus Lines Ins.Co.	G2-A3-EX0000019-04	A,B,C,D,J	06/15/2011
London and Various Carriers	V103734	A	06/15/2011
TNCRRG Inc	FM10219-13	B,C,J	06/15/2011
Zurich American Insurance Company (All states incl. Puerto Rico)	BAP9377761-07	C	06/15/2011
Safety National Casualty Corporation	SP4041137	E	01/01/2011
American Zurich Insurance Company	WC9377758-06	F	01/01/2011
Zurich American Insurance Company	WC9377759-06	G	01/01/2011
Hartford Steam Boiler	FBP4909989	I	06/15/2011

REMARKS

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

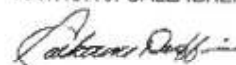
Cancellation:

Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

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

ARTHUR J. GALLAGHER & CO



Catherine Duffin, CPCU
Executive Vice President

Date: 06/03/2010 ice

Coverage Description

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

Miscellaneous

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

ADDITIONAL REMARKS:

Arthur J. Gallagher & Co.

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

CERTIFICATE OF INSURANCE

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

Company	Policy Number	Applicable (See Reverse Side)	Expiration
Princeton Excess & Surplus Lines Ins.Co.	G2-A3-EX0000019-03	A, B, C, D, J	06/15/2010
London and Various Carriers	V093734	A	06/15/2010
TNCRRG Inc	FM10219-12	B, C, J	06/15/2010
Zurich American Insurance Company (All states incl. Puerto Rico)	BAP9377791-06	C	06/15/2010
Safety National Casualty Corporation	SP 2R37-IL	E	01/01/2010
Zurich American Insurance Company	WC9377758-05	F	01/01/2010
Zurich American Insurance Company	WC9377759-05	G	01/01/2010
Hartford Steam Boiler	FBP4909989	I	06/15/2010

REMARKS

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

Cancellation:

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

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

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

ARTHUR J. GALLAGHER & CO



Catherine Duffin
Division Chief Operating Officer

Date: 06/17/2009 JES

Coverage Description

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

Miscellaneous

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

ADDITIONAL REMARKS:

2010-2011

CONTRACT NUMBER:

PR#: R. _____ /PO#: _____

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Spectrum Center, Inc.

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 Spectrum Center, Inc. (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
Spectrum Center, Inc.		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. Basic Education Program/Special Education Instruction	\$180.00	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	\$97.00	per hour
	b. Educational Counseling – Group of	\$74.00	per hour
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	\$76.00	per hour
	b. Adapted Physical Education – Group of	\$54.00	per hour
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual	\$83.00	per hour
	b. Language and Speech Therapy – Group of 2	\$52.00	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)	\$128.00	per day
	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	\$97.00	

	b. Occupational Therapy – Group of 2	\$78.00		per hour
	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy	\$97.00		per hour
(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 Gail Debiec Sr. VP Operations ESA/Spectrum		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 Gail Debiec		Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.	
Nonpublic School/Agency Service Provider		Local Educational Agency	
Address 16360 San Pablo Avenue		Address 1936 CARLOTTA DRIVE	
City San Pablo	State Zip CA 94806	City CONCORD	State Zip CA 94519
Phone (510) 741-5440		Phone (925) 682-8000	
Fax (510) 741-2775		Fax (925) 687-3139	
Email kphillips@esa-education.com		Email	
Website spectrumschools.com		Website	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2010

PRODUCER 877-945-7378 Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		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 Spectrum Center, Inc. Educational Services of America, Inc. 16360 San Pablo Avenue San Pablo, CA 94806		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Philadelphia Indemnity Insurance Company	18058-001
		INSURER B: Wausau Underwriters Insurance Company	26042-001
		INSURER C: National Union Fire Insurance Company	19445-002
		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 CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	PHPK575589	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
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	PHPK575589	6/1/2010	6/1/2011	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 \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB308917	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
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"/> Y <input checked="" type="checkbox"/> N	WCJZ91441556010	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-GR E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER D&O/EPL Educators Legal Liability Fiduciary Policy Aggregate	018795737	6/1/2010	6/1/2011	\$10,000,000. Limit \$ 3,000,000. Limit \$13,000,000. Limit

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

Contract to receive students

 It is agreed that Mt. Diablo Unified School District, its Governing Board, its Officers, its Agents, and its Employees are included as an additional insured as respects to general liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo Unified School District Risk Management Department 1936 Carletta 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
--	--