CONTRA	CT NUMBER:	
PR#: R	/PO#:	
		_

LEA:	Mt. Diablo Unified School District	

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

	70		
Hearts	pring		

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

### AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contr	ract is entered	l into this 15	ith day of	June	, 2010, between
the Mt. Diablo	Unified So	chool Distric	t (hereinafter	referred to	as "LEA") and
	Hear	tspring		(hereina	fter referred to as
"CONTRACTOR"	") for the pur	pose of prov	ding special ed	lucation and/or	r related services to
LEA pupils with sections 56157, 50 section 3000 et s Statutes of 2004), special education provide such spec representative app	exceptional in 6361 and 563 and 563 and 563 and 563 and/or related that education proves the proves	Chapter 862 ood that this discretizes pro and/or related provision of	the authorization of Title 5 of the Statutes of 20 Master Contract ovided to any Led services, unlarged educated and contract ovided to any Led services, unlarged educated to the European Contract of the European Contract	on of California C 003) and AB does not com EA pupil, or ess and until tion and/or r	code of Regulations 1858 (Chapter 914, mit LEA to pay for CONTRACTOR to an authorized LEA clated services by after referred to as
"IEP"), Individual Section 504 plan.	Family Servi	ce Plan (here	inafter referred	to as IFSP) or	Rehabilitation Act

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

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
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*		

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

(1)	a. Transportation – Round Trip	T	T
(1)	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)	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 <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRA	CTOR,	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
Name	CONTRACTOR shall be addressed to:  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 2	9th Street North	Address 1936 CARLOTTA DRIVE
Fax	State Zip KS 67226 (316) 634-8801 (316) 634-0555 hard@heartspring.org	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website

Client#: 10784 SHEARING

ACORD. CERTIFICATE OF LIAB				BILITY INSURANCE			
	er of Greater Kansas, Inc. ox 206		ONLY AND HOLDER, T	CONFERS NO RICHIS CERTIFICATE	D AS A MATTER OF INF GHTS UPON THE CERTI E DOES NOT AMEND, EX FORDED BY THE POLICE	FICATE (TEND OR	
	a, KS 67201						
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	8700 E. 29th St. N.			cident Fund Ge	neral Insurance	+	
	Wichita, KS 67226		INSURER C:			+	
			INSURER O				
OVE	RAGES		INSURER E				
ANY F	POLICIES OF INSURANCE LISTED BELC REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDED CIES: AGGREGATE LIMITS SHOWN MA	OF ANY CONTRACT OR OTHER BY THE POLICIES DESCRIBED	DOCUMENT WITH RESP HEREIN IS SUBJECT TO	PECT TO WHICH THE	S CERTIFICATE MAY BE ISS	SUED OR	
R INSI		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	5	
	GENERAL LIABILITY	PHPK537130	03/01/10	03/01/11	EACH OCCURRENCE	\$1,000,000	
1	X COMMERCIAL GENERAL LIABILITY		1		PREMISES (Ea occurrence)	\$100,000	
	CLAIMS MADE X DOCUR				MED EXP (Any one person)	\$5,000	
					PERSONAL & ADV INJURY	\$1,000,000	
			1		GENERAL AGGREGATE	\$3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	\$3,000,000	
t	AUTOMOBILE LIABILITY  X ANY AUTO	PHPK537130	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	5	
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	5	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	5	
1	ANY AUTO				OTHER THAN EA ACC	5	
+				20124144	AUG	5	
	EXCESS/UMBRELLA LIABILITY	PHUB300207	03/01/10	03/01/11	EACH OCCURRENCE	\$5,000,000	
1	X OCCUR CLAIMS MADE				AGGREGATE	\$5,000,000	
	DEDUCTIBLE					\$	
1	X RETENTION s 10000					5	
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EA	PLOYERS' LIABILITY		Standard seve		E.L. EACH ACCIDENT	s500,000	
	FICER/MEMBER EXCLUDED?	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?			ELL DISEASE - EA EMPLOYEE	s500,000	
11)	es, describe under CCIAL PROVISIONS below				EL DIGEAGE-POLICY LIMIT	Annual Control of the	
A OTHER Professional PHPK537130 Liability		03/01/10	03/01/11	Each Occ \$1,000,000 Aggregate \$3,000,000			
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	eds. All coverage terms, condi	tions and exclusions of	the policy apply.				
	Attached Descriptions)		120007274501010				
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Mt. Diablo USD			- [ - [ 이번 시기 기 기 기 기 기 기 기 기 기 기 기 기 기 기 기 기 기 기		WILL ENDEAVOR TO MAIL		
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Concord, CA 94519-1358					OF ANY KIND UPON THE INSUF	EM, 110 AUENTS OR	
			Exercise contract con	REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			
			AUTHORIZED RE	PRESENTATIVE			

ACORD 25 (2001/08) 1 of 3 #\$180685/M173757

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© ACORD CORPORATION 1988

CONTRACT	NUMBER:
PR#: R	/PO#;

A:	Mt. Diablo Unified School District	
ONP	PUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:	
	Heritage	

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

### AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

, 2010, between This Master Contract is entered into this 15th day of June 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.

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*		

<sup>\*</sup>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.

	317777777777777777777777777777777777777	
(1)	a. Transportation – Round Trip	
	b. Transportation - One Way	
	c. Transportation-Dual Enrollment	
	d. MTA	
	e. Parent*	
(2)	a. Educational Counseling - Individual	
	b. Educational Counseling - Group of	
	c. Counseling - Parent	
(3)	a. Adapted Physical Education - Individual	
-	b. Adapted Physical Education - Group of	
	c. Adapted Physical Education - Group of	
(4)	a. Language and Speech Therapy - Individual	
	b. Language and Speech Therapy - Group of 2	
	c. Language and Speech Therapy - Group of 3	
	d. Language and Speech Therapy - Per diem	
	e. Language and Speech - Consultation Rate	
(5)	Additional Adult Assistance - Individual     (must be authorized on IEP/IFSP)	
	b. Additional Adult Assistance - Group of 2	
	c. Additional Adult Assistance - Group of 3	
(6)	Intensive Special Education Instruction, by credentialed special education teacher	
(7)	a. Occupational Therapy - Individual	

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,		SCHOOL DISTRICT
Nonpub	lic 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
Name	o CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.
Nonpub	lic School/Agency Service Provider	Local Educational Agency
Address 5600 Nor	th Heritage School Drive	Address 1936 CARLOTTA DRIVE
City Provo Phone Fax Email be Website	State Zip UT 84604 (801) 226-4602 (801) 226-4693 onnie.schrader@heritagertc.org	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website

#### DATE (MM/DD/YY) CERTIFICATE OF LIABILITY INSURANCE ACORD THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND ROBIN PATTERSON CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE COMMERCIAL BUSINESS INSURANCE AGENCY DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW P. O. BOX 9742 :APID CITY SD 57709-9742 COMPANIES AFFORDING COVERAGE MARKEL INSURANCE CO. RATING A12 COMPANY A: INSURED HERITAGE SCHOOLS, INC. COMPANY B DBA: HERITAGE BEHAVORAL HEALTH SYSTEMS, INC. COMPANY C 5600 NO. HERITAGE SCHOOL DR. COMPANY D PROVO UT 84604 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. POLICY EFFECTIVE DATE (MM/DDYY) POLICY EXPIRATION DATE (MM/DD/YY) TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE 1,000,000 8502SS310559-2 S MAR 12 10 MAR 12 11 COMMERCIAL GENERAL LIABILITY FIRE DAMAGE (Any One Fire) S 200,000 CLAIMS MADE X OCCUR MED. EXP (Any One Person 10,000 X A PROFESSIONAL LIABILITY PERSONAL & ADV INJURY 1,000,000 \$ GENERAL AGGREGATE 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER 3,000,000 PRODUCTS-COMP/OP AGG \$ RECEIVED POLICY PROJECT AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT APR 1 2 2010 (Ea accident) ALL OWNED AUTOS BODILY INJURY FISCAL ANALYST (Per person). SCHEDULED AUTOS PUPIL SERVICES SPECIAL EDUCATION HIRED AUTOS BODILY INJURY (Per accident) NON-OWNED AUTOS PROPERTY DAMAGE **GARAGE LIABILITY** AUTO ONLY - EA ACCIDENT 3 EA ACC \$ ANY AUTO OTHER THAN AUTO ONLY: AGG \$ 10,000,000 **EXCESS LIABILITY** EACH OCCURRENCE 4602SS310560-2 MAR 12 10 MAR 12 11 X OCCUR CLAIMS MADE AGGREGATE 10,000,000 5 DEDUCTIBLE s RETENTION 10,000 WORKERS COMPENSATION AND WC STATU OTHER TORY LIMITS EMPLOYERS' LIABILITY E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT OTHER: 8502SS310559-2 MAR 12 10 MAR 12 11 SEXUAL ABUSE SUBLIMIT: \$1,000,000. OCCURRENCE \$2,000,000. AGGREGATE DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS SEE ATTACHED "ADDITIONAL INSURED" ENDORSEMENT. ADDITIONAL INSURED; INSURER LETTER: CERTIFICATE HOLDER CANCELLATION 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 NCORD, CA 94519-1397 FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT,'S AGENTS OR REPRESENTATIVES.

MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DRIVE Talteran AUTHORIZED REPRESENTATIVE PHONE: 866-779-4959 FAX: 866-451-1953 Signature: Robin Patterson, Agent JANET SAMIMI Attention:

ACORD 25-S (7/97)

Certificate # 5900 ROBIN L. PATTERSON

58820

CONTRA	CT NUMBER:	
PR#: R	/PO#:	_

:	Mt. Diablo Unified School District
ND	UDLIC SCHOOL ACENCY/DELATED SERVICES BROVIDED.
NP	UBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

### AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract is entered into this 15th day of 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.

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*		

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

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,	SCHOOL DISTRICT
Nonpublic School/Agency	
Signature Date	Signature Date
Name and Title of Authorized Representative 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 State Zip Nevada City CA 95959 Phone (530) 265-9057 Fax (530) 292-3013 Email sandy@milhous.us Website	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email Website

ACORD	CERTIFIC	CATE OF LIABIL	ITY INS	URANC	E	DATE (MWDD/Y 12/28/2009	YY
SAN FRA	RISK & INSURANCE SE ANCISCO, CA 94014 RNIA LICENSE NO. 0437 its' United Workers' Comp	153 and	ONLY AND HOLDER, T	CONFERS NO	SUED AS A MATTER OF PRIGHTS UPON THE TE DOES NOT AME! FORDED BY THE POLI	ND. EXTEND O	TE
	eet, Suite 200, Sacramen	to Ca 95814	NSURERS AFFO	ORDING COVERA	AGE	NAIC#	
INSURED.	Children's Services, Inc.	11	SURER A: NonPro	fits' United Worke	rs' Compensation		
24077 St	tate Highway 49	II.	SURER B: ACE An	nerican Insurance	Company	22667	
Nevada (	City, CA 95959		SURER C				
		in the second	SURER D:				
		II.	SURER E				-
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COMM	ERCIAL GENERAL LIABILITY				PREMISES(Ea occurrence)	S	
- CI	LAIMS MADE OCCUR				MED EXP (Any one person)	S	
					PERSONAL & ADV INJURY	\$	
GENERAL AG	GGREGATE LIMIT APPLIES PER	2			GENERAL AGGREGATE	\$	
POLIC	PRO-				PRODUCTS - COMP/OP AGO	\$	
AUTOMOBIL		REC	EIVED		COMBINED SINGLE LIMIT	s	
ANY AU		12.31	5 2010		(Ea accident)		
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HIRED A		FISCAL PUPIL SERVICES/	ANALYST	ON.	BOOILY INJURY (Per accident)	s	
			TOTAL EDUCATION		PROPERTY DAMAGE (Per accident)	\$	
GARAGE LIA	ABILITY				AUTO ONLY - EA ACCIDENT	\$	
ANY AU	то				UTHER THAN	S	
					AUTO ONLY: AGG	S	
EXCESS / UM	IBRELLA LIABILITY				EACH OCCURRENCE	\$	
OCCUR	CLAIMS MADE				AGGREGATE	\$	
DEDUC	CTIBLE					\$	
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EMPLOYERS' LIABII		COLUMN TO SERVICE SERV	0.1/0.1/2010		WC STATU- TORY LIMITS X OTH- EL EACH ACCIDENT	\$ 500.0	VV
OFFICER/MEMBER	EXCLUDED? N			l. i	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE		
(Mandatory in NH) If y	ves, describe under				E.L. DISEASE - POLICY LIMIT	1	-
SPECIAL PROVISION	NS Delow				E - DISEASE - PULIUT LIMIT	* 500,0	nn.

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

WCLC45712709

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ACORD 25 (2009/01)

SEA-001513472-01

### CANCELLATION

01/01/2010

01/01/2011

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

Excess Workers' Compensation

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Pat Clark

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\$35,000,000 x \$500,000 WC \$2,000,000 x \$500,000 EL

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CONTRACT	NUMBER:
PR#: R	/PO#;

LEA:	Mt. Diablo Unified School District	
NONP	UBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:	

### Oak Hill 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 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.

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

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

(1)	a. Transportation – Round Trip		
	b. Transportation - One Way		
	c. Transportation-Dual Enrollment		
	d. MTA		
	e. Parent*		
(2)	a. Educational Counseling - Individual		
	b. Educational Counseling - Group of		
	c. Counseling - Parent		
(3)	a. Adapted Physical Education - Individual		
	b. Adapted Physical Education - Group of		
	c. Adapted Physical Education - Group of		
(4)	a. Language and Speech Therapy - Individual	\$95.00	per hour
11000	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)	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 <u>1st</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,	SCHOOL DISTRICT
Nonpublic School/Agency	
Signature Date	Signature Date
Name and Title of Authorized Representative 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 State Zip San Anselmo CA 94960 Phone (415) 457-7601 ext. 107 Fax (415) 457-7620 Email hrosevear@myoakhill.org	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email
Website www.theoakhillschool.org	Website

#### CERTIFICATE OF LIABILITY INSURANCE ACORD DATE (MM/DD/YYYY) OP ID LM NEWSC-1 12/03/09 PRODU'JER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION Der Manouel Ins & Fin Svcs Inc ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE RECEIVED Der Manouel Insurance Group HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR P O. Box 28906 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. DEC 1 0 2009 sno CA 93729-8906 ....ne: 559-447-4600 INSURERS AFFORDING COVERAGE NAIC # FISCAL ANALYST PUPIL SERVICES/SPECIAL EDUCATION ASURER A Non-Profits Ins Alliance of CA INSURER B Employers Compensation Ins Co. Oak Hill School of California 300 Sunny Hills Drive #6 San Anselmo CA 94960 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 LIMITS GENERAL LIABILITY EACH OCCURRENCE \$ 1000000 X COMMERCIAL GENERAL LIABILITY X DAMAGE TO RENTED 200916765NPO 12/01/09 12/01/10 PREMISES (Ea occur s 1000000 CLAIMS MADE X OCCUR MED EXP (Any one person) 5 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG \$ 2000000 POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 A ANY AUTO 200916765NPO 12/01/09 12/01/10 ALL OWNED AUTOS BODILY INJURY \$ SCHEDULED AUTOS (Per person) HIRED AUTOS BODILY INJURY 3 NON-OWNED AUTOS PROPERTY DAMAGE GARAGE LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO EA ACC OTHER THAN AUTO ONLY: AGG - 5 EXCESS/UMBRELLA LIABILITY EACH OCCURRENCE \$ 1000000 A OCCUR CLAIMS MADE 200916765UMB 12/01/09 12/01/10 AGGREGATE \$ 1000000 DEDUCTIBLE

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

IS031769207

200916765NPO

200916765NPO

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

RETENTION

WORKERS COMPENSATION AND

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

EMPLOYERS' LIABILITY

If yes, describe under SPECIAL PROVISIONS below

Soc Serv Prof

Impr Sexl Conduct

R

\$10000

CANCELLATION

09/01/09

12/01/09

12/01/09

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.

TORY LIMITS

E.L. EACH ACCIDENT

Agg/Occ

Agg/Occ

E.L. DISEASE - EA EMPLOYEE \$ 1000000

E.L. DISEASE - POLICY LIMIT \$ 1000000

09/01/10

12/01/10

12/01/10

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

\$ 1000000

2M/1M

1M/1M

CONTRACT	NUMBER:
PR#: R	/PO#;

<b>\</b> :	Mt. Diablo Unified School District
NONE	PUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
241	CBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

### AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract is entered into this 15th day of 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.

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. Basic Education Program/Special Education Instruction	\$162.08	per day
Basic Education Program/Dual Enrollment*		

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

(1)	a. Transportation – Round Trip	
	b. Transportation - One Way	
	c. Transportation-Dual Enrollment	
	d. MTA	
	e. Parent*	
(2)	a. Educational Counseling - Individual	
	b. Educational Counseling - Group of	
	c. Counseling - Parent	
(3)	a. Adapted Physical Education - Individual	
	b. Adapted Physical Education - Group of	
	c. Adapted Physical Education - Group of	
(4)	a. Language and Speech Therapy - Individual	
500 - 100	b. Language and Speech Therapy - Group of 2	
	c. Language and Speech Therapy - Group of 3	
	d. Language and Speech Therapy - Per diem	
	e. Language and Speech - Consultation Rate	
(5)	Additional Adult Assistance - Individual     (must be authorized on IEP/IFSP)	
	b. Additional Adult Assistance - Group of 2	
	c. Additional Adult Assistance - Group of 3	
(6)	Intensive Special Education Instruction, by credentialed special education teacher	
(7)	a. Occupational Therapy - Individual	

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the <u>lst</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

SCHOOL DISTRICT
Signature Date
Name and Title of Authorized Representative MILDRED D. BROWNE, ED. D. ASSISTANT SUPERINTENDENT, PUPIL SERVICES/SPECIAL EDUCATION
Notices to LEA shall be addressed to: Name MILDRED D. BROWNE, ED. D.
Local Educational Agency
Address 1936 CARLOTTA DRIVE
City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

_	-								6/18/50IO		
PRODUCER (415)788-9810 FAX: (415)248-3534 ISU/San Francisco 201 California St., Suite 200 License # 0778092			HOLDER.	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 TH	ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
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								PERSONAL & ADV INJURY	\$ 1,000,000		
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OF!	RTIF	CATE HOLE	DER			DAMORI I I T	1011				
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		EAST MOTOR TO	To the company of the	n a management of the contract	A TOUR TO A MARKET AND THE ADMINISTRATION OF THE	SHOULD ANY OF	THE ABOVE DESCRIB	ED POLICIES BE CANCELLED BE	FORE THE EXPIRATION		

ACORD 25 (2009/01)

INS025 (200901)

Mt. Diablo Unified School District

1936 Carlotta Dive Concord, CA 94519

Jason Cheung/JASONC © 1988-2009 ACORD CORPORATION. All rights reserved.

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

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REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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From: ISU To: 19256740514 Pag

Page: 2/2

Date: 6/18/2010 1 10:02 PM

### 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 :ssuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

ACORD 25 (2009/01) INS025 (200901)

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

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

LEA:	Mt. Diablo Unified School District	
	And the state of t	

### 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.

62. CONTRACTOR	CONTRACTOR NUMBER	2010-2011
Raskob 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*		

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

(1)	a. Transportation – Round Trip		
	b. Transportation - One Way		
	c. Transportation-Dual Enrollment		
	d. MTA		
	e. Parent*		
(2)	a. Educational Counseling - Individual	\$100.00	per hour
	b. Educational Counseling - Group of	\$50.00	per hour
	c. Counseling - Parent		
(3)	a. Adapted Physical Education - Individual		
-5250	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)	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 <u>lst</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,	SCHOOL DISTRICT
Nonpublic School/Agency	
Signature Date	Signature Date
Name and Title of Authorized Representative 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 State Zip Oakland CA 94619 Phone (510) 436-1254 Fax (510) 436-1106 Email gutterres@hnu.edu Website	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email 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

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

Analicable

1205 Windham Parkway Romeoville, IL 60446-1679 Phone: (800) 807-0300

And including: 1084001

SRS OF THE HOLY NAMES OF JESUS

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

Data: 06/03/2010

ICC

Coverage	Description
Α	Covered Perils for all Real & Personal Property,\$300,000,000 per occurrence total limit all policies affected. Business Interruption Coverage per limit scheduled.
В	Comprehensive General Liability including premises, contractual, and products liability, \$5,000,000 limit. PESLIC: \$2,000,000 TNCRRG: \$3,000,000
С	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, Malne, 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.

### Miscellaneous

Limited Professional Healthcare Services Coverage, \$5,000,000 limit per occurrence. PESLIC: \$2,000,000 TNCRRG: \$3,000,000

Boiler & Machinery Coverages, \$100,000,000 limit per accident.

Workers' Compensation Statutory Benefits and \$1,000,000 Employers' Liability for the State of California.

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 WIDENT 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, 1L 60446-1879 Phone: (800) 807-0300

And including: 1084001

SRS OF THE HOLY NAMES OF JESUS

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

"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
- Workers' Compensation Statutory Benefits and \$1,000,000 Employers' Liability for the State of Illinois only.
- 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, Oktahoma, 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.
- 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:

CONTRACT	NUMBER:	
PR#: R	/PO#:	

- 1	It. Diablo Unified School District
PUI	LIC SCHOOL/ACENCY/RELATED SERVICES PROVIDED.
PUI	SLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

### AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract is entered into this 15th day of 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.

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*		

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

(1)	a. Transportation – Round Trip		
	b. Transportation - One Way		
	c. Transportation-Dual Enrollment		
	d. MTA		
	e. Parent*		
(2)	a. Educational Counseling - Individual	\$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)	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		
CS4	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 <u>lst</u> day of July 2010, and terminates at 5:00 P.M. on <u>June 30, 2011</u>, unless sooner terminated as provided herein.

CONTRACTOR,	SCHOOL DISTRICT
Nonpublic School/Agency	
Signature Date	Signature Date
Name and Title of Authorized Representative 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 State Zip San Pablo CA 94806  Phone (510) 741-5440  Fax (510) 741-2775  Email kphillips@esa-education.com	City State Zip CONCORD CA 94519 Phone (925) 682-8000 Fax (925) 687-3139 Email
Website spectrumschools.com	Website

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

200000000	CERTIFICATE OF LIABIL	IT TINSURANCE Page 1 of 2 05/	28/2010	
INSURED	877-945-7378 Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE DOES NOT AMEND, EXTEND ALTER THE COVERAGE AFFORDED BY THE POLICIES BELO		
	Nashville, TN 37230-5191	INSURERS AFFORDING COVERAGE	NAIC#	
INSURED	Spectrum Center, Inc. Educational Services of America, Inc.	INSURERA: Philadelphia Indomnity Insurance Company	18058-001	
	16360 San Pablo Avenue	INSURER & Wausau Underwriters Insurance Company	26042-001	
	San Pablo, CA 94806	INSURERC: National Union Fire Insurance Company	19445-002	
		INSURER D:		
		INSURER E:		
COVERAG	ES			

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.

LTR	NSRI	TYPE OF INSURANCE	POLICY NUMBER	DATE MW/DDAYYY	POLICY EXPIRATION DATE (MW/DD/YYYY)	LIMI	TS
A	х	CLAIMS MADE X OCCUR  CLAIMS MADE X OCCUR  CENT. AGGREGATE LIMIT APPLIES PER-	PHPK575589	6/1/2010	6/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence) MED EXP (Any one porson) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 300,000 \$ 15,000 \$ 1,000,000 \$ 3,000,000
A		AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	PHPK575589	6/1/2010	6/1/2011	COMBINED SINGLE LIMET (Es accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	s 1,000,000 s
		GARAGE LIABILITY ANY AUTO			Ī	ALITO ONLY	\$ \$
A	E	EXCESS/UMBRELLA LIABILITY  X OCCUR CLAIMS MADE  DEDUCTIBLE  X RETENTION \$ 10,000	PHUB308917	6/1/2010		EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$
	WORK AND E ANY P OFFIC (Manda 1 yes, o SPEC)	KERS COMPENSATION IMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE N atory in NM; describe under AL PROVISIONS below	WCJZ91441556010	6/1/2010		X WCSTATU- OTH- TORY LIMITS OF EL EACH ACCIDENT E.L. DISEASE - BA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000
	OTHER Educ Fidu Poli	RD&O/EPL stors Legal Limbility colary GY_AGGREGATE NOFOPERATIONS/LOCATIONS/VEHICLE	018795737		6/1/2011	\$10,000,000. Limit \$ 3,000,000. Limit \$13,000,000. Limit	300,000

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 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. AUTHORISES REPRESENTATIVE

ACORD 25 (2009/01)

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