

ORIGINAL

Contract Year 2011-2012

LEA: Mt. Diablo Unified School District

Contract Number:

PR # R65745

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

A Better Chance 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, 2011, between the Mount Diablo Unified School District (hereinafter referred to as "LEA") and A Better Chance School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

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

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.

Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORS shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by May 1 of the preceding year.

RATE SCHEDULE

62. CONTRACTOR

Per CDE Certification, total enrollment may not exceed: _____

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>	165.00	per diem
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	78.62(D.C)/73.99(P.Z.)	per diem
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. 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		
(8)	Physical Therapy		
(9)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by:		
(10)	Nursing Services		
(11)	Other: Psychological Services other than Assessment and IEP		

(12)	Home or Hospital Instruction		
(13)	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 2011, and terminates at 5:00 P.M. on June 30, 2012, unless sooner terminated as provided herein.

CONTRACTOR			SCHOOL DISTRICT/SELPA		
<i>Leslie Werosh</i> <i>6/10/11</i>			<i>Mildred D. Browne EdD</i>		
<i>Signature</i> <i>Date</i>			<i>Signature</i> <i>6/28/2011</i> <i>Date</i>		
Name and Title of Authorized Representative			Name and Title of Authorized Representative		
Leslie Werosh Director of Special Education			Mildred D. Browne, Ed.D Assistant Superintendent, Special Education & Pupil Services		
Notices to CONTRACTOR shall be addressed to: Name Leslie Werosh, Director of Special Education			Notices to LEA shall be addressed to: Name Mildred D. Browne, Ed.D		
Address 4138 Lakeside Drive			Address 1936 Carlotta Drive		
City	State	Zip	City	State	Zip
Richmond, CA		94806	Concord	CA	94519
Phone: 510-262-1500 Fax: 510-262-1540 E-mail: Website:			Phone: (925) 682-8000 x. 4048 Fax: (925) 687-3139 E-mail: brownem@mdusd.k12.ca.us Website: www.mdusd.org		