

Contract Year 2011-2012

LEA: Mt. Diablo Unified School District



Contract Number:

R 66840

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Anova Center for Education

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 Anova Center for Education (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>	199.00	
Basic Education Program/Dual Enrollment*	_____	Per Diem _____

\*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. 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		



Contract Year 2011-2012

LEA: Mt. Diablo Unified School District

 COPY

R 66 908  
Contract Number:

RECEIVED

AUG 25 2011

FISCAL ANALYST  
PUPIL SERVICES/SPECIAL EDUCATION

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Heartspring, 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, 2011, between the Mount Diablo Unified School District (hereinafter referred to as "LEA") and Heartspring, 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 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.

SUBMITTED TO FISCAL SERVICES  
*Sent Heartspring*  
NOV 17 2011

SUBMITTED TO FISCAL SERVICES  
NOV 17 2011

**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>	\$4,346.00	per month
Basic Education Program/Dual Enrollment*		

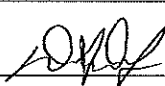
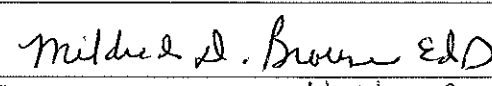
\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation-Dual Enrollment		
	d. 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)	\$22.00	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 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		
(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	\$3854.00	per month (Mental Health)

(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		
					
Signature		Date	Signature		Date
		8-19-11			11-14-2011
Name and Title of Authorized Representative			Name and Title of Authorized Representative		
David Dorf Vice President of Finance			Mildred D. Browne, Ed.D Assistant Superintendent, Special Education & Pupil Services		
Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Name			Name		
Kendra Conard, Accounting Supervisor			Mildred D. Browne, Ed.D		
Address			Address		
8700 East 29th Street North			1936 Carlotta Drive		
City	State	Zip	City	State	Zip
Wichita, KS		67226	Concord	CA	94519
Phone: 316-634-8801			Phone: (925) 682-8000 x. 4048		
Fax: 316-634-0555			Fax: (925) 687-3139		
E-mail:			E-mail: brownem@mdusd.k12.ca.us		
Website:			Website: <a href="http://www.mdusd.org">www.mdusd.org</a>		

Mt. Diablo Unified School District and Heartspring  
2011-2012 Master Contract Addendum

RECEIVED  
AUG 25 2011  
FISCAL ANALYST  
PUPIL SERVICES/SPECIAL EDUCATION

Master Contract Number: \_\_\_\_\_  
Addendum Number: One

Mt. Diablo Unified School District and Heartspring hereby agree to this addendum to the 2011-2012 master contract.

Section 8.b – Delete this section and replace with "The term 'credential' means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of the Kansas State Department of Education."

Section 8.c. – Delete the words starting with "...special education and related services as required...Professional Code." Replace with "...special education and related services as required by the Kansas State Department of Education."

Section 8 d. – Delete "...agency within the Department of Consumer Affairs or other state licensing office authorized..." and replace with "...agency authorized..." In the last sentence, delete the words "...as defined in Title 5 of the California Code of Regulations sections 3001 (r)." and replace with "... as defined by Kansas State Statutes."

Section 16 E. – Delete the word "California" and replace with "Kansas".

Section 26 - Calendars – Replace the first two sentences of the second paragraph with "The CONTRACTOR shall observe the following legal holidays as LEA: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day and Independence Day."

Section 26 – Calendars – Insert the words "noted above" after the word "holidays" in the third paragraph.

Section 30 – Insert the words "via telephone" following "mandated meetings" in the first sentence.

Section 44 – Delete this section and replace with "When CONTRACTOR is a non-public school, CONTRACTOR shall satisfy the Kansas State Meal Program Requirements under the jurisdiction of the Kansas State Department of Education".

Section 46 – Delete this section and replace with "CONTRACTOR shall comply with the laws, rules and regulations of the State of Kansas as it pertains to obtaining clearance of employees and volunteers who have direct contact with LEA students."

Section 47 – The end of the first sentence changed as follows: "...to hold in the service rendered and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58."

Section 47 – Third paragraph - Replace the first sentence with "CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aids and teacher assistants respectively pursuant to Federal and the Kansas State Board of Education requirements."







**DESCRIPTIONS (Continued from Page 1)**

The General Liability coverage is Primary per the policy terms & conditions only if required by written contract.

This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

RECEIVED

MAR 07 2011  
General Counsel  
MDUSD

**ORIGINAL**

**Contract Year 2011-2012**

LEA: Mt. Diablo Unified School District

Contract Number:

PR # R65762

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

La Cheim School, Inc.



**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, 2011, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and La Cheim 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 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>	\$166.00	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	\$35.00	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	\$202.43	per diem (Mental Health)

(12)	Home or Hospital Instruction	Home Intervention	250 <sup>00</sup>	day per IEP
(13)	Other		\$8974.00 <sup>-</sup>	per month Room & Board

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.

9146.00 (new rate) M

CONTRACTOR	SCHOOL DISTRICT/SELPA
	Mildred D. Browne EdD 8/18/2011
Signature: Sue Herrera 6/30/11 Date	Signature: Mildred D. Browne EdD 8/18/2011 Date
Name and Title of Authorized Representative	Name and Title of Authorized Representative
Sue Herrera Director	Mildred D. Browne, Ed.D Assistant Superintendent, Special Education & Pupil Services
Notices to CONTRACTOR shall be addressed to: Name Sue Herrera, Director	Notices to LEA shall be addressed to: Name Mildred D. Browne, Ed.D
Address 2853 Groom Drive	Address 1936 Carlotta Drive
City State Zip Richmond, CA 94806	City State Zip Concord CA 94519
Phone: 925-777-1133 Fax: 925-777-9933 E-mail: sue@lacheim.org Website:	Phone: (925) 682-8000 x. 4048 Fax: (925) 687-3139 E-mail: brownem@mdusd.k12.ca.us Website: <a href="http://www.mdusd.org">www.mdusd.org</a>

2011-2012

CONTRACT NUMBER:

PR # R65767LEA: 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 1<sup>ST</sup> day of July, 2011 between the Mt. Diablo Unified School District hereinafter referred to as "LEA") and ORION ACADEMY (hereinafter referred to as "ORION ACADEMY") 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 ORION ACADEMY 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 ORION ACADEMY 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.

ORION ACADEMY 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.

Upon ORION ACADEMY'S acceptance of a pupil referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the pupil's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the pupil's ISA, ORION ACADEMY acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA pupils by ORION ACADEMY. The ISA shall be executed within ninety (90) days of an LEA pupil's enrollment. (Education Code Section 56366(c)(1)) LEA and ORION ACADEMY shall enter into an ISA for each LEA pupil served by ORION ACADEMY.

58. Orion Academy		CONTRACTOR NUMBER		2011-2012
(NON PUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed 64

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 IEP's authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by ORION ACADEMY 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 ORION ACADEMY, and the charges for such educational and/or related services during the term of this contract shall be as follows:

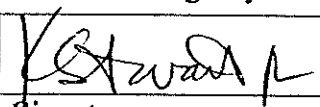
	Rate	Period
A. Basic Education Program/Special Education Instruction rate	\$166.64	Per day
Basic Education Program/Special Ed. Rate II		

**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 2,3,4			
	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 2,3,4			
	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) 1:1 AIDE			
	b. Additional Adult Assistance – Group of 2 1:2 aide			
	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 2,3,4			
	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: <u>Maxim HealthCare Services</u>			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other Sign Language Interpreters			

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, ORION ACADEMY		SCHOOL DISTRICT, Mt. Diablo Unified School District	
Nonpublic School/Agency			
By:	 5/19/11	By:	Mildred D. Browne Ed.D 6/28/2011
	Signature Date		Date
	Name and Title of Authorized Representative  Kathryn Stewart, PH. D Executive Director		Name and Title of Authorized Representative  Mildred D. Browne, ED.D Assistant Superintendent, Pupil Services/Special Education
Notices to ORION ACADEMY shall be addressed to:  Name : Dr. Kathryn Stewart		Notices to LEA shall be addressed to:  Mildred D. Browne, ED.D	
Nonpublic School/Agency Service Provider:  Orion Academy Address: 350 Rheem Blvd.		Local Educational Agency:  Mt. Diablo Unified School District Address: 1936 Carlotta Drive	
City Moraga	State CA	Zip 94556	City: 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:	



**Contract Year 2011-2012**

LEA: Mt. Diablo Unified School District

SUBMITTED TO FISCAL SERVICES  
SEP - 6 2011

ORIGINAL

Contract Number:  
PR # R65769

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

The Springstone School

JUN 16 2011

FISCAL ANALYST  
PUPIL SERVICES/SPECIAL EDUCATION

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

***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS***

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July \_\_\_\_\_, 2011, between the Mt. Diablo Unified School District (hereinafter referred to as "LEA") and The Springstone School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

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

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding 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: 40

RATE SCHEDULE. Special education and/or related services offered by CONTRACTOR and the charges for such educational and/or related services during the term of this contract shall be as follows:

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$124.00	per diem
Basic Education Program/Dual Enrollment*		

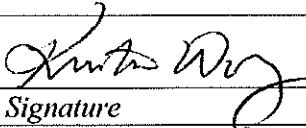
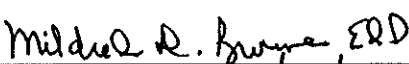
\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip		
	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>Signature</i> <span style="float: right;"><i>Date</i></span>	<i>Signature</i> <span style="float: right;"><i>Date</i></span>
6/13/11	6/28/2011
Name and Title of Authorized Representative	Name and Title of Authorized Representative
Kristine Wong Co-Director	<b>Mildred D. Browne, Ed.D</b> <i>Assistant Superintendent, Special Education &amp; Pupil Services</i>
Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name
Kristine Wong, Co-Director at Springstone School	<b>Mildred D. Browne, Ed.D</b>
Address	Address
1035 Carol Lane	<b>1936 Carlotta Drive</b>
City State Zip	City State Zip
Lafayette, CA 94549	<b>Concord CA 94519</b>
Phone: 925-962-9660	Phone: (925) 682-8000 x. 4048
Fax: 925-962-9558	Fax: (925) 687-3139
E-mail: info@thespringstoneschool.org	E-mail: brownem@mdusd.k12.ca.us
Website: www.thespringstoneschool.org	Website: <u>www.mdusd.org</u>

R 66272

Contract Year 2011-2012

LEA: Mt. Diablo Unified School District

Contract Number:

RECEIVED

AUG 30 2011

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Tobinworld II

FISCAL ANALYST  
PUPIL SERVICES/SPECIAL EDUCATION

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

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

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding 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>	\$132.00	per diem
Basic Education Program/Dual Enrollment*		


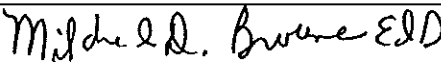
\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

**B. Related Services**

(1)	a. Transportation – Round Trip	\$75.00	per diem
	b. Transportation – One Way	\$37.50	per diem
	c. Transportation-Dual Enrollment		
	d. Parent*		
(2)	a. Educational Counseling – Individual	\$61.00	per hour
	b. Educational Counseling – Group of _____	\$46.00	per hour
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$61.00	per hour
	b. Language and Speech Therapy – Group of 2	\$46.00	per hour
	c. Language and Speech Therapy – Group of 3	\$46.00	per hour
	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)	\$14.00	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		
	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.

<b>CONTRACTOR</b>			<b>SCHOOL DISTRICT/SELPA</b>		
			Mildred D. Browne Ed.D 9/26/2011		
					
7/1/11 Date			9/26/2011 Date		
Signature			Signature		
Name and Title of Authorized Representative			Name and Title of Authorized Representative		
Dr. Richard Couch Principal			Mildred D. Browne, Ed.D Assistant Superintendent, Special Education & Pupil Services		
Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Name			Name		
Dr. Richard Couch, Principal			Mildred D. Browne, Ed.D		
Address			Address		
2330 Country Hills Drive #102			1936 Carlotta Drive		
City State Zip			City State Zip		
Antioch, CA 94509			Concord CA 94519		
Phone: 925-755-8635			Phone: (925) 682-8000 x. 4048		
Fax: 925-755-8243			Fax: (925) 687-3139		
E-mail: r.couch@tobinworld.org			E-mail: brownem@mdusd.k12.ca.us		
Website:			Website: <a href="http://www.mdusd.org">www.mdusd.org</a>		