



2010

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

PR: R55829
050268

ORIGINAL
CONTRACT NUMBER:
P.O. 54915

SPECIAL EDUCATION
DEPARTMENT

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

California Autism Foundation "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 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and California Autism Foundation "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.

| | | | |
|----------------------|--|-------------------|-----------------|
| 62. CONTRACTOR | | CONTRACTOR NUMBER | 2009-2010 |
| Better Chance School | | | (CONTRACT YEAR) |

Per CDE Certification, total enrollment may not exceed 60

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 | 165.00 a day | |
| Basic Education Program/Dual Enrollment* | | |


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

B. Related Services

| | | | |
|-----|---|--------------------------|---------|
| (1) | a. Transportation – Round Trip | varies ^{mpw} | per day |
| | b. Transportation – One Way | varies ^{mpw} | per day |
| | c. Transportation-Dual Enrollment | | |
| | d. MTA | | |
| | e. Parent* | | |
| (2) | a. Educational Counseling – Individual | 79.00/hr ^{mpw} | |
| | b. Educational Counseling – Group of | | |
| | c. Counseling – Parent | 79.00 hr. ^{mpw} | |
| (3) | a. Adapted Physical Education – Individual | 76.00 hr. | |
| | b. Adapted Physical Education – Group of | | |
| | c. Adapted Physical Education – Group of | | |
| (4) | a. Language and Speech Therapy – Individual | 79.00 hr. | |
| | 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 | 79.00/hr ^{mpw} | |
| (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) | 1:1 Aide | 112.00 day | |
| (7) | a. Occupational Therapy – Individual | 76.00 hr. | |
| | 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 | | 76.00/hr | |
| (10) | a. Behavior Intervention – BII | | | |
| | b. Behavior Intervention – BID | | | |
| | Provided by: | | | |
| (11) | Nursing Services | | | |
| (12) | Other: Psychological Services other than Assessment and IEP | | | |
| (13) | Home or Hospital Instruction | | | |
| (14) | Other | | | |

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

| | | | |
|--|--|--|---|
| CONTRACTOR, Better Chance School | | SCHOOL DISTRICT Mt. Diablo Unified School District | |
| Nonpublic School/Agency | | | |
| By: |  | By: | |
| Signature | Date | Signature | Date |
| Leslie Werosh Marla Williams | 6/15/09 | | |
| Name and Title of Authorized Representative | | By: | Date |
| School Administrator | | Mildred D. Browne Ed.D | 5/20/09 |
| Notices to CONTRACTOR shall be addressed to: Name | | Notices to LEA shall be addressed to: Name | Mildred D. Browne, Ed. D. Assistant Superintendent, Pupil Services/ Special Education |
| A Better Chance School | | Local Educational Agency | Mt. Diablo Unified School District |
| Nonpublic School/Agency Service Provider | | Address | 1936 Carlotta Drive |
| Address | 4138 Lakeside Dr. | Address | 1936 Carlotta Drive |
| City | Richmond State CA Zip 94806 | City | Concord State CA Zip 94519 |
| Phone | 510-262-1500 | Phone | (925) 682-8000, ext. 4109 |
| Fax | 510-262-1540 | Fax | (925) 674-0667 |
| Email | lmothersell@calautism.org | Email | samimij@mdusd.k12.ca.us |
| Website | www.calautism.org | Website | www.mdusd.k12.ca.us |

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2010

PRODUCER

925-609-6500
HUB Int'l Insurance Serv. Inc.
P.O. Box 4047
Concord, CA 94524

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Insuranc

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

California Autism Foundation
DBA: A Better Chance School
4075 Lakeside Drive
Richmond, CA 94806-1937

COVERAGES

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

| INSR ADD'L LTR INSRE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------------|---|---------------|----------------------------------|-----------------------------------|---|-------------|
| A | GENERAL LIABILITY | PHPK513322 | 01/01/10 | 01/01/11 | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 | |
| A | AUTOMOBILE LIABILITY | PHPK513322 | 01/01/10 | 01/01/11 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ | |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY EA ACC AGG \$ | |
| A | EXCESS/UMBRELLA LIABILITY | PHUB294599 | 01/01/10 | 01/01/11 | EACH OCCURRENCE | \$2,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | AGGREGATE | \$2,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS | OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | E.L. EACH ACCIDENT | \$ |
| | OTHER | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Professional Liability | PHPK513322 | 01/01/10 | 01/01/11 | Per Claim: \$1,000,000 Aggregate: \$2,000,000 | |

RECEIVED
JAN 20 2010
FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

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

Mt. Diablo Unified School District is included as an additional insured per attached form CG 2026 0704.

CERTIFICATE HOLDER

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

CANCELLATION

10 Days for Non-Payment

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

AUTHORIZED REPRESENTATIVE

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



-2010

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

CONTRACT NUMBER:

LEA: Mt. Diablo Unified School District

SPECIAL EDUCATION
DEPARTMENT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Heartspring 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 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Heartspring 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

| | | | | |
|--------------------|--|-------------------|--|-----------------|
| 62. CONTRACTOR | | CONTRACTOR NUMBER | | 2009-2010 |
| Heartspring School | | | | (CONTRACT YEAR) |

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 | a day | 7/1/09 - 6/30/10 |
| Basic Education Program/Dual Enrollment* | \$206.95 | 252 days |

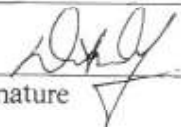
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

B. Related Services

| | | | |
|-----|---|------|---------|
| (1) | a. Transportation – Round Trip | | |
| | b. Transportation – One Way | | |
| | c. Transportation-Dual Enrollment | | |
| | d. MTA | | |
| | e. Parent* | | |
| (2) | a. Educational Counseling – Individual | | |
| | b. Educational Counseling – Group of | | |
| | c. Counseling – Parent | | |
| (3) | a. Adapted Physical Education – Individual | | |
| | b. Adapted Physical Education – Group of | | |
| | c. Adapted Physical Education – Group of | | |
| (4) | a. Language and Speech Therapy – Individual | \$95 | 30 min. |
| | 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 | \$95 | 30 min. |
| (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) | 1:1 Aide | \$22 | hour |
| (7) | a. Occupational Therapy – Individual | \$95 | 30 min. |
| | b. Occupational Therapy – Group of 2 | | |

| | | | | |
|------|---|---------|--|---------|
| | c. Occupational Therapy - Group of 3 | | | |
| | d. Occupational Therapy - Group of 4 - 7 | | | |
| | e. Occupational Therapy - Consultation Rate | \$ 95 | | 30 min. |
| (9) | Physical Therapy | \$ 95 | | 30 min. |
| (10) | a. Behavior Intervention - BH Psych Therapy - Group | \$ 20 | | 30 min. |
| | b. Behavior Intervention - BID Psych Therapy - Individual | \$ 95 | | 30 min. |
| | Provided by: | | | |
| (11) | Nursing Services - Psychological Evaluations | \$ 165 | | hour |
| (12) | Other: Psychological Services other than Assessment and IEP | | | |
| (13) | Home or Hospital Instruction Augmentative & Alternative Communication Evaluation | \$ 1000 | | each |
| (14) | Other Creative Arts | | | |

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 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

| | | | |
|--|--|---|-------------------------------|
| CONTRACTOR, Heartspring School | | SCHOOL DISTRICT Mt. Diablo Unified School District | |
| Nonpublic School/Agency | | | |
| By: |  | By: | |
| Signature | Date 6-9-10 | | Date |
| David Dorf, V.P. of Finance | | By: | |
| Name and Title of Authorized Representative | | | Date |
| Signed contingent on commitments attached to front of Contract. | | By: | Mildred D. Browne ELP 5/26/09 |
| Notices to CONTRACTOR shall be addressed to: Name Kendra Conard | | Notices to LEA shall be addressed to: Name Mildred D. Browne, Ed. D. Assistant Superintendent, Pupil Services/ Special Education | |
| Nonpublic School/Agency Service Provider Heartspring | | Local Educational Agency Mt. Diablo Unified School District | |
| Address 8700 E. 29th St. N. | | Address 1936 Carlotta Drive | |
| City Wichita State KS Zip 67526 | | City Concord State CA Zip 94519 | |
| Phone 316-634-8801 | | Phone (925) 682-8000, ext. 4109 | |
| Fax 316-634-0555 | | Fax (925) 674-0667 | |
| Email kconard@heartspring.org | | Email samimij@mdusd.k12.ca.us | |
| Website | | Website www.mdusd.k12.ca.us | |

Client#: 10784

2HEARING

| | | |
|--|---|-------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 03/02/10 |
| PRODUCER Willis of Greater Kansas, Inc. P.O. Box 206 Wichita, KS 67201 316 283-3211 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Heartspring, Inc. 8700 E. 29th St. N. Wichita, KS 67226 | INSURERS AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance INSURER B: Accident Fund General Insurance INSURER C: INSURER D: INSURER E: | NAIC # 18058 |

COVERAGES

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

| INSR ADD'L | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|------------|---|---------------|------------------------------------|-------------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PHPK537130 | 03/01/10 | 03/01/11 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | PHPK537130 | 03/01/10 | 03/01/11 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000 | PHUB300207 | 03/01/10 | 03/01/11 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 200000444 | 03/01/10 | 03/01/11 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| A | OTHER Professional Liability | PHPK537130 | 03/01/10 | 03/01/11 | Each Occ \$1,000,000 Aggregate \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

* The following cancellation conditions always apply:
 (See Attached Descriptions)

| | |
|---|--|
| CERTIFICATE HOLDER Mt. Diablo USD 1936 Carlotta Dr Concord, CA 94519-1358 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |
|---|--|



-2010

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

ORIGINAL
CONTRACT NUMBER
P.O. 54934

SPECIAL EDUCATION
DEPARTMENT

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Heritage 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 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Heritage 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

| | | | | |
|-----------------|--|-------------------|--|-----------------|
| 62. CONTRACTOR | | CONTRACTOR NUMBER | | 2009-2010 |
| Heritage School | | | | (CONTRACT YEAR) |

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 | a day \$102.00 | 236 days |
| Basic Education Program/Dual Enrollment* | | |


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

B. Related Services

| | | | | |
|-----|---|--|--|--|
| (1) | a. Transportation – Round Trip | | | |
| | b. Transportation – One Way | | | |
| | c. Transportation-Dual Enrollment | | | |
| | d. MTA | | | |
| | e. Parent* | | | |
| (2) | a. Educational Counseling – Individual | | | |
| | b. Educational Counseling – Group of | | | |
| | c. Counseling – Parent | | | |
| (3) | a. Adapted Physical Education – Individual | | | |
| | b. Adapted Physical Education – Group of | | | |
| | c. Adapted Physical Education – Group of | | | |
| (4) | a. Language and Speech Therapy – Individual | | | |
| | b. Language and Speech Therapy – Group of 2 | | | |
| | c. Language and Speech Therapy – Group of 3 | | | |
| | d. Language and Speech Therapy – Per diem | | | |
| | e. Language and Speech - Consultation Rate | | | |
| (5) | a. Additional Adult Assistance - Individual (must be authorized on IEP/IFSP) | | | |
| | b. Additional Adult Assistance – Group of 2 | | | |
| | c. Additional Adult Assistance – Group of 3 | | | |
| (6) | 1:1 Aide | | | |
| (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 Creative Arts | | | |

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 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

| | | | |
|--|----------------|--|----------------|
| CONTRACTOR, Heritage School | | SCHOOL DISTRICT Mt. Diablo Unified School District | |
| Nonpublic School/Agency | | | |
| By:  | <u>6/17/09</u> | By: | |
| Signature | Date | | Date |
| Jeremy Brown, CFO | | By: | |
| Name and Title of Authorized Representative | | | Date |
| | | By: <u>Mildred D. Browne EdP</u> | <u>5/26/09</u> |
| Notices to CONTRACTOR shall be addressed to: Name <u>Jeremy Brown</u> | | Notices to LEA shall be addressed to: Name Mildred D. Browne, Ed. D. | |
| <u>Heritage Schools Inc</u> | | Assistant Superintendent, Pupil Services/ Special Education | |
| Nonpublic School/Agency Service Provider | | Local Educational Agency | |
| <u>5600 N Heritage School Dr</u> | | Mt. Diablo Unified School District | |
| Address | | Address | |
| <u>Provo VT 84604</u> | | 1936 Carlotta Drive | |
| City State Zip | | City Concord State CA Zip 94519 | |
| Phone <u>801-226-4600</u> | | Phone (925) 682-8000, ext. 4109 | |
| Fax <u>801-226-4696</u> | | Fax (925) 674-0667 | |
| Email | | Email samimij@mdusd.k12.ca.us | |
| Website | | Website www.mdusd.k12.ca.us | |

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
MAR 29 10

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

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

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

COMPANIES AFFORDING COVERAGE

COMPANY A: **MARKEL INSURANCE CO. RATING A12**

COMPANY B:

COMPANY C:

COMPANY D:

COMPANY E:

COVERAGES

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

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

RECEIVED
APR 12 2010
FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

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

| | | |
|--|--|--|
| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
| MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DRIVE CONCORD, CA 94519-1397 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES. |
| Attention: JANET SAMIMI | | AUTHORIZED REPRESENTATIVE <i>Robin L. Patterson</i> PHONE: 866-779-4959 FAX: 866-451-1953 Signature: Robin Patterson, Agent |

POLICY NUMBER: 8502SS310559-2

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name of Person or Organization;

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 CARLOTTA DRIVE
CONCORD, CA 94519

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you

THE CERTIFICATE HOLDER IS AN "ADDITIONAL INSURED" WITH RESPECT TO THE LIABILITY COVERAGES PROVIDED IN THIS POLICY.



2009-2010

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

ORIGINAL
CONTRACT NUMBER:
P.O. 55016

SPECIAL EDUCATION
DEPARTMENT

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Raskob 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 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Raskob Day School (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

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

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

| | | |
|-------------------|-------------------|-----------------|
| 62. CONTRACTOR | CONTRACTOR NUMBER | 2009-2010 |
| Raskob Day School | | (CONTRACT YEAR) |

Per CDE Certification, total enrollment may not exceed 80

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 | a day \$110.55 | |
| 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-min instructional day.

B. Related Services

| | | | |
|-----|---|-----------|--|
| (1) | a. Transportation – Round Trip | | |
| | b. Transportation – One Way | | |
| | c. Transportation-Dual Enrollment | | |
| | d. MTA | | |
| | e. Parent* | | |
| (2) | a. Educational Counseling – Individual | \$100/hr. | |
| | b. Educational Counseling – Group of | \$50/hr. | |
| | c. Counseling – Parent | | |
| (3) | a. Adapted Physical Education – Individual | | |
| | b. Adapted Physical Education – Group of | | |
| | c. Adapted Physical Education – Group of | | |
| (4) | a. Language and Speech Therapy – Individual | \$100/hr. | |
| | b. Language and Speech Therapy – Group of 2 | \$50/hr. | |
| | c. Language and Speech Therapy – Group of 3 | | |
| | d. Language and Speech Therapy – Per diem | | |
| | e. Language and Speech - Consultation Rate | \$100/hr. | |
| (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) | 1:1 Aide | | |
| (7) | a. Occupational Therapy – Individual | \$100/hr. | |
| | 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 Creative Arts | | | |

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 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

| | | | |
|--|---|--|----------------------------------|
| CONTRACTOR, Raskob Day School | | SCHOOL DISTRICT Mt. Diablo Unified School District | |
| Nonpublic School/Agency | | | |
| By: | <i>Carolyn Price</i> | By: | |
| | <i>6/1/09</i> | | |
| | Signature Date | | Date |
| | Name and Title of Authorized Representative | | Date |
| | <i>Carolyn Price</i> | | |
| | <i>Executive Director</i> | By: | <i>Mildred D. Browne EdD</i> |
| | | | <i>5/26/09</i> |
| Notices to CONTRACTOR shall be addressed to: Name | | Notices to LEA shall be addressed to: Name Mildred D. Browne, Ed. D. Assistant Superintendent, Pupil Services/ Special Education | |
| Nonpublic School/Agency Service Provider | | Local Educational Agency Mt. Diablo Unified School District | |
| Address | | Address 1936 Carlotta Drive | |
| City | State Zip | City Concord | State CA Zip 94519 |
| Phone | | Phone (925) 682-8000, ext. 4109 | |
| Fax | | Fax (925) 674-0667 | |
| Email | | Email samimij@mdusd.k12.ca.us | |
| Website | | Website www.mdusd.k12.ca.us | |

Arthur J. Gallagher & Co.

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

CERTIFICATE OF INSURANCE

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

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

RECEIVED

SEP 15 2009

FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

REMARKS

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

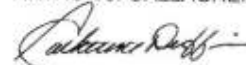
Cancellation:

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

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

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

ARTHUR J. GALLAGHER & CO



Catherine Duffin
Division Chief Operating Officer

Date: 06/17/2009 JES

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

Miscellaneous

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

ADDITIONAL REMARKS:



2010

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

COPY

CONTRACT NUMBER:
P.O. 54940

LEA: Mt. Diablo Unified School District

SPECIAL EDUCATION
DEPARTMENT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Seneca Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

I. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2009, between the District (hereinafter referred to as "LEA") and Seneca Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

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

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and

| | | | |
|----------------|--|-------------------|-----------------|
| 62. CONTRACTOR | | CONTRACTOR NUMBER | 2009-2010 |
| Seneca Center | | | (CONTRACT YEAR) |

Per CDE Certification, total enrollment may not exceed 24

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

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

| | Rate | Period |
|---|--------------------|--------|
| A. <u>Basic Education Program/Special Education Instruction</u> | 159.00a day | |
| Basic Education Program/Dual Enrollment* | | |


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

B. Related Services

| | | | |
|-----|---|------------------|----------------|
| (1) | a. Transportation | 20.00 | <i>per Day</i> |
| | 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 | 89.00 hr | |
| | 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) | 1:1 Aide | 83.00 day | |

| | | | | |
|------|---|--|-----------|--|
| (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: | | | |
| | <u>1:1 Partial Aide</u> | | 25.00 day | |
| (11) | Nursing Services | | | |
| (12) | Other: Psychological Services other than Assessment and IEP | | | |
| (13) | Home or Hospital Instruction | | | |
| (14) | Other Assistive Technology | | | |

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 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

| | | | |
|--|--|--|--------------------------------------|
| CONTRACTOR, Seneca Center | | SCHOOL DISTRICT Mt. Diablo Unified School District | |
| Nonpublic School/Agency | | | |
| By: |  | By: | |
| Signature | Date <u>9/10/09</u> | | Date |
| <u>Katherine West, Executive Director</u> | Name and Title of Authorized Representative | By: | Date |
| Notices to CONTRACTOR shall be addressed to: Name <u>Katherine West</u> | | By: | <u>Mildred D. Browne ELP 5/26/09</u> |
| Nonpublic School/Agency Service Provider <u>Seneca Center</u> | | Notices to LEA shall be addressed to: Name Mildred D. Browne, Ed. D. Assistant Superintendent, Pupil Services/ Special Education | |
| Address <u>2275 Arlington Drive</u> | | Local Educational Agency Mt. Diablo Unified School District | |
| City <u>San Leandro, CA</u> State <u>CA</u> Zip <u>94578</u> | Address <u>1936 Carlotta Drive</u> | | |
| Phone <u>(510) 317-1444</u> | City Concord State CA Zip 94519 | | |
| Fax <u>(510) 317-1443</u> | Phone (925) 682-8000, ext. 4109 | | |
| Email | Fax (925) 674-0667 | | |
| | Email samimij@mdusd.k12.ca.us | | |



CERTIFICATE OF LIABILITY INSURANCE

OP ID PC
SENEC-1

DATE (MM/DD/YYYY)

11/18/09

PRODUCER
Chapman
License #0522024
P. O. Box 5455
Pasadena CA 91117-0455
Phone: 626-405-8031 Fax: 626-405-0585

INSURED

RECEIVED
NOV 30 2009
FISCAL ANALYST
PUPIL SERVICES/SPECIAL EDUCATION

Seneca Center
2275 Arlington Drive
San Leandro CA 94578

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

| INSURERS AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A: American Home Assurance Co | |
| INSURER B: NIAC | |
| INSURER C: National Union Fire Insurance | |
| 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 REMAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|------|-------|--|------------------------------|------------------------------------|-------------------------------------|---|
| B | X | GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR X Prof Liability | 200900557NPO 200900557NPO | 07/01/09 07/01/09 | 07/01/10 07/01/10 | EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 |
| B | X | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS comp \$500 coll \$500 | 200900557NPO | 07/01/09 | 07/01/10 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| B | X | EXCESS / UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | 200900557UMB | 07/01/09 | 07/01/10 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER | WC0834106 | 11/01/09 | 11/01/10 | X WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000 |
| C | | Crime/Employee Dis | 012287479 | 09/17/09 | 09/17/10 | Emp Disho 850000 |

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

Certificate holder is named additional insured with respect to the operations of the named insured. Workers Compensation coverage excluded, evidence only. 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

MTDIABL

Mt. Diablo Unified School
District
Attn: Janet Samimi
1936 Carlotta Drive
Concord, CA 94519

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



-2010

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

CONTRACT NUMBER:
P.O. 55003 ORIGINAL
SPECIAL EDUCATION
DEPARTMENT

LEA: Mt. Diablo Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Tobinworld II

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2009, between the 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

| | | | | |
|----------------|--|-------------------|--|-----------------|
| 62. CONTRACTOR | | CONTRACTOR NUMBER | | 2009-2010 |
| Tobinworld II | | | | (CONTRACT YEAR) |

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 | 132.00 a day | |
| Basic Education Program/Dual Enrollment* | | |

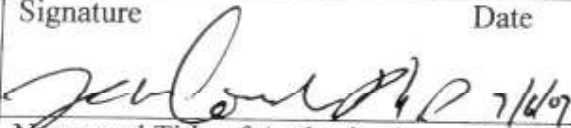
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

B. Related Services

| | | | | |
|-----|---|-------------|--|--|
| (1) | a. Transportation – Round Trip | 75.00 a day | | |
| | b. Transportation – One Way | 38.00 a day | | |
| | 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 | 61.00 hr | | |
| | b. Language and Speech Therapy – Group of 2 | 46.00 hr | | |
| | 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) | 14.00 hr | | |
| | b. Additional Adult Assistance – Group of 2 | | | |
| | c. Additional Adult Assistance – Group of 3 | | | |
| (6) | Intensive Special Education Instruction, by credentialed special education teacher | | | |
| (7) | a. Occupational Therapy – Individual | | | |

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

| | | | |
|---|--------|---|---------|
| CONTRACTOR, Tobinworld II | | SCHOOL DISTRICT | |
| Nonpublic School/Agency | | | |
| By: | | By: | |
| Signature | Date | By: | Date |
|  | 7/6/09 | Mildred D. Browne EdD | 6/23/09 |
| Name and Title of Authorized Representative | | | Date |
| Richard Couch, Ph. D. | | Mildred D. Browne, Ed. D. | |
| Notices to CONTRACTOR shall be addressed to: Name Tobinworld II | | Notices to LEA shall be addressed to: Name Mildred. D. Browne, Ed. D. | |
| Nonpublic School/Agency Service Provider Tobinworld II | | Local Educational Agency Mt. Diablo Unified School District | |
| Address 2330 Country Hills Drive | | Address 1936 Carlotta Drive | |
| City Antioch State CA Zip 94509 | | City Concord State CA Zip 94519 | |
| Phone (925) 755-8635 | | Phone (925) 682-8000 | |
| Fax (925) 755-8243 | | Fax (925) 674-0667 | |
| Email | | Email | |
| Website | | Website www.mdusd.k12.ca.us | |

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER (661) 702-6000 FAX: (661) 702-6060
L/B/W Insurance & Financial Services, Inc.
28055 Smyth Drive

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

Valencia CA 91355

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Tobinworld
920 East Broadway

INSURER A: Philadelphia Insurance
INSURER B: Colony Insurance Company
INSURER C: Zenith Ins. Co.
INSURER D: Admiral Ins. Co.
INSURER E:

13269

Glendale CA 91205-1291

COVERAGES

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

| INSR | ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------|-----------|-------|---|---|----------------------------------|-----------------------------------|---|
| A | | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PHPK500567 | 12/5/2009 | 12/5/2010 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | PHPK500567 | 12/5/2009 | 12/5/2010 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | RECEIVED MAR 26 2010 FISCAL ANALYST PUPIL SERVICES/SPECIAL EDUCATION | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| B | | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000 | AR6460209 | 12/5/2009 | 12/5/2010 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| C | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | Z066935206 | 2/1/2010 | 2/1/2011 | <input checked="" type="checkbox"/> WC STATIL TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | | | OTHER Professional Liability | TBD | 3/25/2010 | 3/25/2011 | Each Claim \$2,000,000 Aggregate Limit \$4,000,000 Deductible 2,500 |

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

The certificate holder is named as an additional insured as respects the operations of the named insured.

CERTIFICATE HOLDER

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94818

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sharon Bily

ACORD 25 (2001/08)

INS025 (0108) 08a

ACORD CORPORATION 1988

Page 1 of 2