



-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:

Psychology, Learning And You (P.L.A.Y.)

SUBMITTED TO FISCAL SERVICES
NOV 02 2009

**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 Psychology, Learning And You (P.L.A.Y.) (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
P.L.A.Y				(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		
Basic Education Program/Dual Enrollment*		

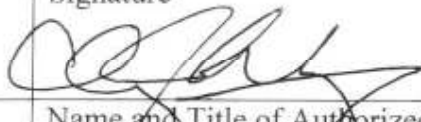
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

B. Related Services

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

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

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,		SCHOOL DISTRICT	
Nonpublic School/Agency			
By:		By:	
Signature	Date		Date
	8.31.09	By:	
Name and Title of Authorized Representative			Date
Cheryl Markowitz, M.A.		Mildred D. Browne Ed.D	7/7/09
Notices to CONTRACTOR shall be addressed to: Name Cheryl Markowitz, M.A.		Notices to LEA shall be addressed to: Name Mildred D. Browne, Ed. D. Assistant Superintendent, Pupil Services/ Special Education	
Nonpublic School/Agency Service Provider Cheryl Markowitz P.L.A.Y.		Local Educational Agency Mt. Diablo Unified School District	
Address 891 St Francis Oaks Blvd		Address 1936 Carlotta Drive	
City SAN ANSELMO, CA State CA Zip 94960		City Concord State CA Zip 94519	
Phone 415-259-0307		Phone (925) 682-8000	
Fax 415-634-3264		Fax (925) 674-0667	
Email meckowitz@msn.com		Email ferrok@mdusd.k12.ca.us	
Website www.plexoc.biz		Website www.mdusd.k12.ca.us	

CONTINUED FROM FRONT

Forms, Options, and Endorsements

Section II Additional Insured	FE-6609
Dist Mat Violat Statues Excl	FE-6655
Policy Endorsement	FE-6656
Building Coverage for Tenants	FE-6859
Terrorism Insurance Cov Notice	* FE-6999.1
Mandatory Reportng Endorsement	* FE-5801

*Effective: FEB 14 2010

Your coverage amount...

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy

SECTION II ADDITIONAL INSURED ENDORSEMENT

Policy No.: 97-Q5-7437-2

Named Insured:

MARKOWITZ, CHERYL L &
GJESTSON, ANN MARIE
DBA PSYCHOLOGY LEARNING & YOU
801 DENISE CT
MILL VALLEY CA 94941-3719



Additional Insured (include address):

MT DIABLO UNIFIED SCHOOL DIST
1936 CARLOTTA DR
CONCORD CA 94519-1358

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of **your work** performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

- Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other provisions of the policy apply.



-2010

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

CONTRACT NUMBER:

P 0 55448

LEA: Mt. Diablo Unified School District

ORIGINAL

SPECIAL EDUCATION
DEPARTMENT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Resilience School Of Health

SUBMITTED TO FISCAL SERVICES
SEP 15 2009

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

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

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Resilience School of Health			(CONTRACT YEAR)	

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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	175.00a 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 – 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	75.00 hr	
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual	77.00 hr	
	b. Language and Speech Therapy – Group of 2	51.00 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)		
	b. Additional Adult Assistance – Group of 2		
	c. Additional Adult Assistance – Group of 3		
(6)	1:1 Aide		
(7)	a. Occupational Therapy – Individual	77.00 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	77.00 hr.		
(10)	a. Behavior Intervention – BII	75.00 hr.		
	b. Behavior Intervention – BID			
	Provided by: _____			
	1:1 Aide	15.00 hr		
(11)	Nursing Services	75.00 hr.		
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other Assistive Technology	75.00 hr		

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, Resilience School of Health		SCHOOL DISTRICT Mt. Diablo Unified School District	
Nonpublic School/Agency			
By:	<i>Mark M. Ostadnik</i> Signature	By:	
	6/18/09 Date		Date
	<i>MARK M. Ostadnik Ph.D.</i> Name and Title of Authorized Representative	By:	
			Date
		By:	<i>Mildred D. Browne EdD</i> 5/26/09
Notices to CONTRACTOR shall be addressed to: Name MARK M. Ostadnik Ph.D. Executive Director		Notices to LEA shall be addressed to: Name Mildred D. Browne, Ed. D. Assistant Superintendent, Pupil Services/ Special Education	
Nonpublic School/Agency Service Provider Resilience School of Health		Local Educational Agency Mt. Diablo Unified School District	
Address 2213 Buchanan Rd #104		Address 1936 Carlotta Drive	
City Antioch, CA State CA Zip 94509	City Concord	State CA	Zip 94519
Phone 925-978-2303	Phone (925) 682-8000, ext. 4109		
Fax F 925-978-2305	Fax (925) 674-0667		
Email resilience@shoo.com	Email samimij@mdusd.k12.ca.us		
Website - resilience@shoo.com	Website www.mdusd.k12.ca.us		

FIRST NATIONAL INSURANCE CO. OF AMERICA
SEATTLE, WASHINGTON

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS PAGE CG 1

NAMED INSURED: - RESILIENCE SCHOOL OF HEALTH POLICY NUMBER: 25-CC-173429-2
FORM OF BUSINESS: ORGANIZATION OTHER THAN A PARTNERSHIP OR JOINT VENTURE

LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS) \$3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT \$3,000,000
PERSONAL AND ADVERTISING INJURY LIMIT \$1,000,000
EACH OCCURRENCE LIMIT \$1,000,000
DAMAGE TO PREMISES RENTED TO YOU (ANY ONE PREMISES) \$1,000,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON) 10,000

SEXUAL MISCONDUCT LIABILITY
AGGREGATE LIMIT \$ 500,000
EACH OCCURRENCE LIMIT \$ 500,000

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
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COMMERCIAL GENERAL LIABILITY OTHER THAN PRODUCTS-COMPLETED OPERATIONS

PREMISES	1			
44444	NOT OTHERWISE CLASSIFIED FLAT CHARGE	1	1500.0000 \$	1,443.00
47475	SCHOOLS - PRIVATE - ELEMENTARY, KINDERGARTEN OR JUNIOR HIGH - OTHER THAN NOT-FOR-PROFIT INCLUDING PRODUCTS & COMPLETED OPERATIONS (PER DUPLT)	13	12.0380	156.00
89002	SEXUAL MISCONDUCT-GROUP III PERCENTAGE OF THE GENERAL LIAB PREM	1	500.0000	500.00

PREMIUM ADJUSTMENTS:
CERTIFIED ACTS OF TERRORISM \$ 8.00
COMMERCIAL GENERAL LIABILITY TOTAL \$ 2,107.00

POLICY FORMS

NAMED INSURED: RESILIENCE

THE FOLLOWING FORMS APPLY

COMMERCIAL PROPERTY

CP0090 (0788) - COMMERCIAL
CE0299 (1185) - CANCELLATI
CP0449 (1205) - CA CHANGES
CP1218 (0695) - LOSS PAYAB
CP7410 (0207) - IDENTITY R
CP7430 (0308) - OPTIMUM PR
CP7431 (0308) - OPTIMUM PR
CP7566 (1001) - EQUIPMENT
CP9267 (0308) - CA CHANGES
E10017 (1198) - COMMON POL
E10102 (0505) - CA CHANGES
E10104 (0204) - CA CHANGES
E10270 (1104) - CA CHANGES
E10935 (0898) - EXCL OF CE
E10952 (0308) - CERT ACTS
E17261 (0392) - COMPANY CC
E1260 (1095) - CA INSURAF

COMMERCIAL GENERAL LIABILI

E60001 (1207) - COMMERCIAL
E62026 (0704) - ADIM. INSUR
E62101 (0185) - EXCL-ATHLE
E62116 (0798) - EXCLUSION
E62146 (0798) - ABUSE OR P
E62147 (1207) - EMPLOYMENT
E62155 (0999) - TOTAL POLI
E62160 (0108) - CAP ON LOS
E62160 (0798) - EXCLUSION