

The Speech Pathology Group, Inc.
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN
Alameda Unified School District
AND
THE SPEECH PATHOLOGY GROUP, INC.

THIS AGREEMENT is effective July 1, 2018 by and between the Alameda Unified School District (hereinafter "District") and The Speech Pathology Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services:
 - a. Contractor agrees to perform the services described on "Addendum A" (hereinafter "Services") of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
 - b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
2. Compensation & Terms for Payment: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than ~~thirty (30)~~ ⁴⁵ days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within ~~thirty (30)~~ ⁴⁵ days of receipt of invoice. ~~Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.~~
3. Contract Term and Termination: This Agreement will become effective on July 1, 2018. This Agreement will terminate upon the completion of the Services (as stated in addendums A (speech) and/or B (behavior)) or when terminated as set forth below.
 - a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's President. ~~As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees.~~ ^{SPG does not agree to this change.} The Contractor will inform its' employees of changes or cancellations to the contract.
4. Notice: Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
Phone: (510) 337-7000
Fax:

CONTRACTOR

The Speech Pathology Group, Inc.
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone: (925) 945-1474
Fax: (925) 945-1768
Tax ID# 94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA) or Registered Behavior Technician (RBT) due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT or Contracted SLP/SLPA/BCBA/BCaBA/RBT is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT, if one is available in the area.
 - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
 - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
 - c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.
6. **Management of Speech Pathology Group Staff:**
 - a. Each SLP/SLPA employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendums A-1 and A-2.
 - b. Each RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor's employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.
7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In

addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:**
 - a. **Speech-Language Services:** Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.
 - b. **Behavior Intervention Services:** RBTs are highly trained 1:1 aides. BCaBAs and BCBAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.
10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
11. **Indemnification:**
 - a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
 - b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.
12. **Ownership of Designs and Plans:** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
13. **Non-Solicitation:** Contractor expends extensive amounts of time and money educating, training and mentoring its employees. Supplying our employees for conversion to the District's/Facility's employ is not our purpose. During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, Alameda Unified School District agrees it will not hire, nor solicit for hire, either directly or indirectly, as an employee or contractor, any of the contractor's employees, independent contractors, agents or sub-contractors in the fields of Speech-Language Pathology and Behavior Intervention who have rendered speech-language pathology or behavior intervention services to the District/Facility on behalf of the Contractor. If District/Facility breaches this non-solicitation provision, District/Facility shall pay to Contractor as liquidated damages a sum equal to one-half of the total amount it has agreed to pay to Contractor during the full term of this Agreement. District/Facility and Contractor agree that Contractor's damages for breach of this provision are difficult to ascertain, and this stated amount of liquidated damages is reasonable under the circumstances existing at the time this Agreement was executed.
14. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.
15. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any

action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

16. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
17. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

18. **Time for Site Specific Trainings/Requirements:**

a. **Speech Services:** District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendums A-1 and A-2.

b. **Behavior Intervention Services:** District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendum B.

c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A-1, A-2, and B will require prior approval from District/Facility designee.

19. **List of Services to be Performed by Contractor:**

a. **Speech-Language Services:** Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

b. **Behavior Intervention Services:** Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

20. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.


It is understood that contracted speech services will be provided and caseload demands will be met, by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

It is further understood that contracted behavior services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) under the supervision of a certified and licensed BCaBA or BCBA.

Insurance for TSA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2018, and terminates on June 30, 2019, unless sooner terminated as provided herein.

DISTRICT

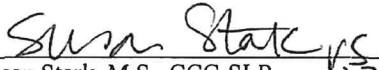

Sean McPhetridge, Superintendent,
Alameda Unified School District

Signature

Date


8/16/18

CONTRACTOR


Susan Stark, M.S., CCC-SLP
President

Date

Date

6/29/18

Gray Harris, Board President
Alameda Unified School District

Signature

Date

8/16/18

Alameda Unified School District			Addendum A			Revised: 8/15/2018		
School Based Speech-Language Pathologists								
SPG Therapist	Site	Dates of Service	Days per Week	Days	Notes	Hourly Rate	Amount	
ESY Services July 2018								
Bolich, Kimberly	Woodstock Child Development Center/High School Consult	7/2/18-7/13/18	5	9	5 hours per day	\$101.00	\$ 4,545.00	
					The Bay Area Collaborative (BAC) granted The Speech Pathology Group a 1.56% COLA effective 7/1/18			
					Total ESY Services July 2018: \$	4,545.00		
Fall/Spring School Based Services*								
SPG Therapist	Site(s)	Dates of Service	Days per Week	Days	Notes	Daily Rate	Amount	
Yee, Jenica	Olis Elm	8/15/18-6/10/19	2	76		\$808.00	61,408.00	
Bolich, Kimberly until Heslop, Meghan returns from LOA	Maya Lin	8/15/18-6/10/19	5	183		\$808.00	147,864.00	
Holm, Sarah	Woodstock Child Development Center/Padan Elm	8/15/18-6/10/19	5	183		\$808.00	147,864.00	
Bolich, Kimberly	Maya Lin (6) or Olis (4)/Haight (2)	10/1/18-6/10/19	3	94		\$808.00	75,952.00	
					Total 2018-19 Fall/Spring Projection: \$	433,088.00		
ESY Services June 2019								
SPG Therapist	Site	Dates of Service	Days per Week	Days	Notes	Hourly Rate	Amount	
						\$	-	-
					Total ESY Services June 2019: \$	-		
Individual Service Agreements								
Student	Service	Dates	Site	Hours	Therapist	Hourly Rate	Amount	
						\$	-	-
					Total ISAs: \$	-		

*SPG utilizes a Professional Work Week. Daily hours may flex pending caseload/district requirements, i.e., IEP meetings, parent conferences, staff meetings, etc. 7-8 hour day. SLPs will adhere to district staff calendar (including teacher work days and staff development days). Contractor agrees to provide services within the contracted days, as set forth above.

Caseload requirements: For FT therapist, caseloads are not to exceed 55 students in a week.

Caseloads consisting of Preschool students are not to exceed 40 students in a week.

Total 2018-19 Projection: \$ 437,633.00

The Speech Pathology Group (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff pertaining to the District's policies and procedures, including but not limited to: SEIS, Progress Reporting, Attendance Registers**, Medical/MMA Billing.

**The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District. It is further understood that the district will inform The Speech Pathology Group of contracted staff who are out of compliance with the District's policies and procedures.

The contracting NPA understands that the District will provide computer access to contracted staff for SEIS access and input and for other required documentation.

The NPA will provide all diagnostic and therapy materials to contracted service providers with the understanding that District agrees to provide appropriate and necessary test protocols, as test protocols are part of the student's record and are retained in student's file.

Bilingual therapists are contracted to provide speech-language services and will not be utilized as interpreters during IEP meetings as this is outside their scope of professional practice.

Susan Stafek, M.S., CCC-SLP, President
 Susan Stafek, M.S., CCC-SLP, President
 The Speech Pathology Group, Inc.
 Date 8/15/2018
 Name and Title
 Alameda Unified School District

ADDENDUM B

20. Insurance: CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

20.1 Workers' Compensation Insurance: If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

- ☐ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- ☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

20.2 General Liability Insurance: CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

20.3 Professional Liability Insurance. If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.



**CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION**

Date: May 01, 2018
Site Administrator: Susan Stark
Nonpublic Agency: The Speech Pathology Group, Inc-Walnut Creek
NPA ID: 9900164
Site Address: 2021 Ygnacio Valley Road, C202
City: Walnut Creek CA 94598

Maximum Capacity: 76+

2018 CERTIFICATION STATUS:

CONDITIONAL ☐ Amended

Amended to add PS services effective 4/24/2018.

A conditional certification indicates that the applicant has not met the audit requirement. However, the applicant can continue serving publicly placed students throughout the term of the certification.

EFFECTIVE DATES:

April 24, 2018 *through* December 31, 2018

Authorized Sites to Serve: ☒ LEAs ☒ NPA Sites ☒ NPS Sites ☐ Virtual Services

Authorized to Provide the Following Related Services:

<input type="checkbox"/> APE	<input checked="" type="checkbox"/> BII	<input checked="" type="checkbox"/> LSDR	<input type="checkbox"/> OT	<input type="checkbox"/> RS	<input type="checkbox"/> VS	<input type="checkbox"/> LI:
<input type="checkbox"/> AS	<input type="checkbox"/> CG	<input type="checkbox"/> MT	<input type="checkbox"/> PCT	<input type="checkbox"/> SDTI	<input type="checkbox"/> VECD	<input type="checkbox"/> Other Services Authorized:
<input checked="" type="checkbox"/> ATS	<input type="checkbox"/> EE	<input type="checkbox"/> NMCRB	<input checked="" type="checkbox"/> PS	<input type="checkbox"/> SW		
<input checked="" type="checkbox"/> BID	<input type="checkbox"/> HNS	<input type="checkbox"/> OM	<input type="checkbox"/> PT	<input type="checkbox"/> TS		

Nonmedical Care Room and Board Approved Sites: ☐ Residential Provider

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Nonpublic Agencies Unit
Special Education Division