



Board Office Use: Legislative File Info.	
File ID Number	20-2416
Introduction Date	January 13, 2021
Enactment Number	21-0022
Enactment Date	1/13/2021 os

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Jennifer Blake, Executive Director

Board Meeting Date January 13, 2021

Subject Contractor: Speech Pathology Group
Services for: Special Education Department

**Action Requested
and
Recommendation**

Approval by the Board of Education of Special Education services between the District and Speech Pathology Group, Walnut Creek, CA, for the latter to provide services to pupils as specified in Section 1 of Agreement, for the period July 1, 2020 through June 30, 2021, in an amount not to exceed \$6,500,000.00.

Background

(Why do we need these services? Why have you selected this vendor?)

Speech Pathology Group (SPG) has provided Special Education personnel to Oakland Unified for over a decade. SPG staff provided to OUSD under this contract include Speech Language Pathologists, Speech Language Pathology Assistants, and Behavioral Technicians. These staff enable the District to implement the services in students' IEPs, including speech-language services, behavioral consultation and intensive individual services, as well as ensuring we have sufficient staff to meet our ratios set forth in the Collective Bargaining Agreement between OUSD and OEA.

The Special Education Department has selected this vendor because of their high-quality professional learning and candidate vetting processes, as well as their ongoing strong partnership with OUSD. Several SPG staff have worked with OUSD students and staff for many years, providing much-needed continuity of care for our children with IEPs. Additionally, Speech Pathology Group provides the District will professional learning for OUSD staff specific to communication, behavior and family partnership at no additional cost.



Competitively Bid

Was this contract competitively bid? No.
If no, exception: Service required per IEPs, rates for NPA/NPS collaboratively set by Bay Area Collaborative and not individual bids.

Fiscal Impact

Funding resource(s): 6500

Attachments

- Speech Pathology Group Agreement Between Oakland Unified School District

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
Oakland Unified School District
AND
THE SPEECH PATHOLOGY GROUP, INC.

The term of THIS AGREEMENT is July 1, 2020 through June 30, 2021, by and between the **Oakland 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 “Addendums A, B, C, D and/or E” (hereinafter “Services”) of this Agreement as an independent contractor. Contractor verifies the following:
 - a. Contractor is free from the control and direction of District in connection with the performance of the work;
 - b. Contractor is providing services directly to District rather than to customers of District;
 - c. Contractor has the required business license or business tax registration, if the work is performed in a jurisdiction that requires Contractor to have a business license or business tax registration;
 - d. Contractor maintains a business location that is separate from the business or work location of District;
 - e. Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed;
 - f. Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from District;
 - g. Contractor advertises and holds itself out to the public as available to provide the same or similar services;
 - h. Contractor provides its own tools, vehicles, and equipment to perform the services;
 - i. Contractor can negotiate its own rates;
 - j. Contractor can set its own hours and location of work; and
 - k. Contractor is not performing the type of work for which a license from the Contractor’s State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

2. **Compensation & Terms for Payment:** Compensation under this contract shall not exceed \$ 6,500,000.00 . Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner agreed upon by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) 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) 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:** The term of this Agreement begins July 1, 2020 and ends on the earliest of the following: June 30, 2021; the completion of the Services (as stated in addendums A (speech) and/or B (behavior) and/or C (Psychological Services) and/or D (Occupational Therapy Services) and/or E (Physical Therapy Services); 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. 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

Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607
Phone: (510) 879-8200
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), Registered Behavior Technician (RBT), Behavior Technician (BT), School Psychologist (SP), Occupational Therapist (OT), Certified Occupational Therapy Assistant (COTA), Physical Therapist (PT), and Physical Therapy Assistant (PTA) due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA or Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA, 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/SP/OT/COTA/PT/PTA 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/SP/OT/COTA/PT/PTA that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendum A, for assigned SP in Addendum C, for assigned OT/COTA in Addendum D, and/or for assigned PT/PTA in Addendum E.

b. Each BT/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:** BTs/RBTs are highly trained 1:1 aides. BCaBAs and BCBAAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.
 - c. **Occupational and/or Physical Therapy Services:** Workload management is an ongoing process and therapist's caseloads will be set and managed based on workload rather than number of students. Weekly hours can increase or decrease based on changes in workload.
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 and Insurance:**
 - 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.
 - c.

- d. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to District and shall name District as an additional insured with the additional insured endorsement provided to District within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to District upon request. Endorsement of District as an additional insured shall not affect District's rights to any claim, demand, suit or judgment made, brought or recovered against Contractor. The policy shall protect Contractor and District 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.
- e. **Workers' Compensation Insurance.** 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 (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.
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:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate six calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor; provided however, the foregoing shall not prohibit District/Facility from soliciting or hiring any person who responds to a general advertisement for a job position. In the event that District/Facility breaches or violates this Paragraph 13, then District/Facility agrees to and shall pay to Contractor as liquidated damages the amount of \$40,000 (forty thousand dollars) within 21 calendar days. District/Facility agrees that it would be impracticable and extremely difficult to determine the amount of actual damages caused to Contractor by a violation of this Paragraph 13, including but not limited to the loss of the return on Contractor's investment in its employee and losing key employees. The parties agree that this stated amount is a reasonable approximation of the probable damages to Contractor. District/Facility, therefore, agrees that this amount of liquidated damages is fair and reasonable under the circumstances existing at the time this Agreement is 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 handwritten.
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 and School Psychology 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 or Psych meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A and/or Addendum C.

b. Behavior Intervention Services, Occupational Therapy Services and Physical Therapy 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, staff 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 Addendums B for Behavior Intervention Services, Addendum D of Occupational Therapy Services, and Addendum E for Physical Therapy Services.

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, B, C, D and/or E 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.

c. School Psychology Services: Contractor will provide Services that align with the scope and practice for School Psychologists, as outlined in the California Education Code, for provision of School Psychology 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.

d. Professional Occupational and/or Physical Therapy services: Contractor will deliver Services in a school-based instructional model. The services include direct services to students, consultation, coordination, and collaboration with special and general education teams, appropriate documentation, and oversight of Occupational Therapy ("OT") and/or Physical Therapy ("PT") service delivery. The Services provided will follow state and federal education codes, best practices, and ethical standards as well as comply with program guidelines as set forth by District. Inclusive Services are comprised of direct contact with students to include direct treatment (individual and group), evaluations, Annual and Triennial assessments and meetings as well as consult time, preparation, documentation, travel between schools, mandatory meetings and administrative tasks.

Contractor shall deliver the above services consistent with any shelter-in-place (or similar) order or curfew (or similar) order issued by local or state authorities and with any social distancing/hygiene (or similar) requirements. Contractor agrees to notify District within twelve (12) hours if any Contractor employee, subcontractor, agent, or representative of Contractor who has been on District sites or in physical proximity to District students tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to Contractor possible COVID-19 exposure.

20. Incident/Accident/Mandated Reporting. Contractor shall notify District within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Contractor shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by District. Contractor shall bear all costs of compliance with this Paragraph. To the extent that an employee, subcontractor, agent, or representative of Contractor is included on the list of mandated reporters found in Penal Code section 11165.7, Contractor agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.
21. Data Privacy. Contractor may receive confidential information in connection with this Agreement in order to further the purposes thereof. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. In particular, Contractor understands that student data is confidential. If Contractor will access or receive student data in connection with this Agreement, as permitted under 34 C.F.R. section 99.31(a)(1)(i)(B), it agrees to maintain the confidentiality of such information as required by the Family Educational Rights and Privacy Act ("FERPA") and any other applicable privacy laws. All confidentiality requirements extend beyond the termination of this Agreement.
22. Non-Discrimination. It is the policy of District that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and District policy. In addition, Contractor agrees to require like compliance by all its subcontractor (s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
23. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
24. 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) and/or Behavior Technician (BT) under the supervision of a certified and licensed BCaBA or BCBA.

It is further understood that contracted School Psychology Services will be provided by a certified, licensed, and/or credentialed School Psychologist.

It is further understood

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2020, and terminates on June 30, 2021, unless sooner terminated as provided herein.

DISTRICT

Shanthi Gonzales, President, BOE

Oakland Unified School District

Shanthi Gonzales

Signature

1/14/2021

Date

Kyla Johnson-Trammell

1/14/2021

Kyla Johnson-Trammell, Secretary, BOE

Approved as to form by OUSD Staff Attorney Joanna Powell on 11/30/2020.

Joanna J. Powell

CONTRACTOR

Susan Stark

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

11/24/2020

Date

Oakland Unified School District 2020-21	Addendum A Speech Services	As of: 7/21/2020
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School Based Speech-Language Pathologists

SPG Therapist	Site	Dates of Service	Hours per Day	Hours per Week	Notes	BAC Hourly Rate	Amount
ESY Services July 2020							
The Bay Area Collaborative (BAC) granted The Speech Pathology Group a 3.26% COLA effective 7/1/20							
						ESY Services July 2020: \$	-

Fall/Spring School Based Services*

SPG Therapist	Site/Service	Dates of Service	Days per Week	Days	Notes	BAC Daily Rate	Amount
Kim, Dena	Edna Brewer Middle	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Short, Fabiola	Acorn Woodland Elem .4/Esperanza Elem .4/Encompass Academy .2	7/29/20-5/28/21	5	187	Bilingual SLPA	\$636.34	118,995.53
Beltran, Irasema	YAP	7/29/20-5/28/21	2	75	Bilingual	\$857.00	64,275.00
	Bilingual Evals		3	112		\$958.00	107,296.00
Zika, Jean	Lincoln Elem	7/29/20-5/28/21	4	159		\$857.00	136,263.00
Williams, Jenna	AAC Support	7/29/20-5/28/21	3	120	AAC	\$958.00	114,960.00
Cruz, Jennifer	Diagnostic Center Burbank	7/29/20-5/28/21	5	187	Bilingual	\$958.00	179,146.00
Anderson, Kaitlin	AAC Support	7/29/20-5/28/21	5	187	AAC	\$958.00	179,146.00
Rossman, Kristin	Burbank Preschool	7/29/20-5/28/21	3	112	AAC	\$857.00	95,984.00
	AAC Support		2	75		\$958.00	71,850.00
Thornton, Laura	Bret Harte Middle	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Page, Lauren	Howard Elem	7/29/20-5/28/21	4	159		\$857.00	136,263.00
Johnson, Lindsay	Claremont Middle	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Coleman, Mae	Coliseum College Prep .8/W. Oakland Middle/MetWest High .2	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Von Broembsen, Marci	Emerson Elem	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Ferrer, Margarita	Diagnostic Center Burbank	7/29/20-5/28/21	5	187	Bilingual	\$958.00	179,146.00
Nightingale, Marie	Elmhurst Community Prep	7/29/20-5/28/21	4	159		\$857.00	136,263.00
Sternad, Maryellen	Sankofa Academy	7/29/20-5/28/21	4	159		\$857.00	136,263.00
Irvine, Naomi	Castlemont High	7/29/20-5/28/21	4	159		\$857.00	136,263.00
McTigue, Patricia	AT Support	7/29/20-5/28/21	2	80	AT	\$958.00	76,640.00
Converse, Rachel	Diagnostic Center Burbank	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Devadatta, Rachel	Brookfield Elem	7/29/20-5/28/21	5	187	Bilingual	\$958.00	179,146.00
Hart, Rachel (30/wk, see below)	Bilingual Evals .6/Greenleaf TK-8 .4	7/29/20-5/28/21	5	187	Bilingual	\$958.00	179,146.00
Menon, Shilpa	Acorn Woodland Elem	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Kaur, Supreet (40/wk, see below)	MLK Jr Elem	7/29/20-12/18/20	5	95	Covering LOA	\$857.00	81,415.00
Padilla Fisher, Tessa	Parker Elem .4/Encompass Academy .6	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Pusey, Zelda	SLPA Supervision	7/29/20-5/28/21	2	80	Bilingual	\$958.00	76,640.00
Original Fall/Spring Services:						\$	3,667,172.53

Fall/Spring School Based Services* - Changes							
Kim, Dena	Edna Brewer Middle	7/29/20-5/28/21	5	-187		\$857.00	(160,259.00)
Zika, Jean	Lincoln Elem	7/29/20-5/28/21	4	-159		\$857.00	(136,263.00)
Hart, Rachel	Bilingual Evals .6/Greenleaf TK-8 .4	7/29/20-5/28/21	5	-187	Bilingual	\$958.00	(179,146.00)
Hart, Rachel	Greenleaf T-K .4/Bilingual Evals .35	7/29/20-5/28/21	3.75	144	Bilingual	\$958.00	137,952.00
Kaur, Supreet	MLK Jr Elem	7/29/20-12/18/20	5	-95	Covering LOA	\$857.00	(81,415.00)
Kaur, Supreet	Reach Academy	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Cooke, Christina	Garfield Elem	7/29/20-5/28/21	5	187	Bilingual	\$958.00	179,146.00
Devito, Michelle	Teletherapy High School	7/29/20-5/28/21	1.5	57		\$857.00	48,849.00
Dhesi, Sukhjiven	Skyline High .5/TBD .3	7/29/20-5/28/21	4	159		\$857.00	136,263.00
MacBride, Kristen	Garfield Elem .6/PreK TBD .4	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Miller, Miriam	TBD	7/29/20-5/28/21	4	159		\$857.00	136,263.00
Page, Lauren	Sojourner Truth	7/29/20-5/28/21	1	28		\$857.00	23,996.00
Perez, Angelica		7/29/20-5/28/21	4	159		\$958.00	152,322.00
Pittluck, Arielle	Itinerant Evals	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Rossman, Kristin	Burbank Preschool	7/29/20-5/28/21	2	-80	1 day Burbank	\$857.00	(68,560.00)
	AAC Support		2	75	AAC (4 days AAC)	\$958.00	71,850.00
Wilt, Emily	MLK Jr Elem	7/29/20-5/28/21	5	187		\$857.00	160,259.00
Willa Keegan-Rodewald	Glenview Elementary	10/1/20-5/28/21	5	146		\$857.00	125,122.00
Jew, Emily		11/9/20-2/5/21	1	25	SLPA	\$620.00	15,500.00
Ghafari, Sahra		11/30/20-5/28/21	5	111	SLPA	\$620.00	68,820.00
Willa Keegan-Rodewald	Glenview Elementary	10/1/20-5/28/21	5	146		\$857.00	125,122.00

		Changes:	\$	1,236,598.00
FTEs	29.9	Total Fall/Spring Projection:	\$	4,903,770.53

SPG Therapist	Site	Dates of Service	Hours per Day	Hours per Week	Notes	BACHourly Rate	Amount
ESY Services June 2021							
						ESY Services June 2021:	\$ -

Individual Service Agreements							
Student	Service	Dates	Hours per Day	Hours per Week	Notes	Hourly Rate	Amount
						Total ISAs	\$ -

*The Speech Pathology Group, Inc. utilizes a Professional Work Week.
 Contractor agrees to provide services within the contracted hours per week, as set forth above.
 Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).

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 2020-21 Services:	\$	4,903,770.53
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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/MAA 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.

<i>Susan Stark</i>	7/21/2020
Susan Stark, M.S., CCC-SLP	Date
President	12/1/2020
	
Name and Title	Date
Oakland Unified School District	

Oakland Unified School District
Projection for 2020-2021
ESY Services July 2020

Addendum B
Behavioral Services

As of: **5/7/2020**

Student	Dates of Service	Services	Hours per Day	Days per Week	Days	Site	BAC Rate	Amount	Discounted Hourly Rate	Amount
										-
										-
The Bay Area Collaborative (BAC) granted The Speech Pathology Group a 3.26% COLA effective 7/1/20										
Total ESY Services July 2020:									\$	-

Fall Spring School Based Behaviorists

Student*	Dates of Service	Services	Hours per Day***	Days per Week	Hours per Week	Site	BAC Hourly Rate	Amount	Discounted Hourly Rate	Amount
1. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
2. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
3. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
4. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
5. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
6. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
7. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
8.. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
9. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
10. Student	2020-2021 180 days	R/BT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39

Student*	Dates of Service	Services	Hours per Day***	Days per Week	Hours per Week	Site	BAC Hourly Rate	Amount	Discounted Hourly Rate	Amount
11. Student	2020-2021 180 days	RBT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
12. Student	2020-2021 180 days	RBT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
13. Student	2020-2021 180 days	RBT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
14. Student	2020-2021 180 days	RBT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
15. Floater	2020-2021 180 days	RBT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
16. Floater	2020-2021 180 days	RBT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
17. Floater	2020-2021 180 days	RBT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
18. Floater	2020-2021 180 days	RBT** Classroom Support including 2-hour Biweekly Meeting to discuss Student	6	5	32-34		\$93.00	118,482.00	\$68.00	86,632.00
		BCBA - Initial Treatment Plan	5-10 hours				\$157.00	1,570.00	\$135.76	1,357.56
		BCBA - BACB Required RBT Supervision	10-15 hours per month (Bank of 150 hours)				\$157.00	23,550.00	\$135.76	20,363.39
19. BCBA	2020-2021 180 days	BCBA Consult - Targeted Support (.4)/FBAs (.4)	8	4	32		\$157.00	180,864.00	\$135.76	156,390.82
Monthly Professional Development		BCBA				Ten 1.5 hour presentations	\$425.00	4,250.00	\$425.00	4,250.00

Fall/Spring Projection: \$ 2,769,950.00

Fall/Spring Discount: \$ 658,956.12 RBTs 25.9%, BCBA's 13.5%

Discounted Revised Fall/Spring Projection: \$ 2,110,993.88

Jenn Blake

10/30/2020

ESY Services June 2021

Student	Dates of Service	Services	Hours per Day	Days per Week	Days	Site	DADC Rate	Amount	Discounted Hourly Rate	Amount
TBD										-
										-
Total ESY Services June 2021: \$								-		
Annual Discount:								\$0	RBTs 12%, BCBA's 5%	
Total ESY Services June 2021:								\$		-

Contractor agrees to provide services within the contracted hours per week, as set forth above. Daily hours may flex pending on student and site staff needs (i.e. IEP meetings, parent conferences, etc.).

Contractor agrees to provide each RBT with supervision by a Board Certified Behavior Analyst BCBA Supervisor.

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, etc.

*In the event that a Student is absent, the RBT will contact the BCBA Supervisor as soon as possible. The RBT would be required to: first, substitute for an absent SPG RBT contracted within the District, second, assist case managers or site staff within the District, third, substitute for a District behavior technician, or fourth, complete any data entry or prepare activities for his/her assigned student.

**In the event that a RBT is absent, the RBT will inform the school site(s) by contacting the secretary, the student's teacher and their BCBA Supervisor. NPA will make every effort to provide a substitute. If no SPG substitute is available, the District will provide a sub.

RBTs must be offered a 10-minute rest break for every two hours worked, to be taken approximately in the middle of each four-hour work period. RBTs who work more than six hours are entitled to two 10-minute rest breaks, one in the morning and one in the afternoon. A 30-minute non-billable meal break is provided to any RBT working more than five hours per day and must be taken no later than 4 hours and 59 minutes into their shift. It is the District's responsibility to provide coverage for RBTs' students during these break times. In the event an RBT is unable to take a 30-minute lunch break due to the District's inability to provide coverage, the District will be billed 1 hour to cover the penalty SPG will incur for the missed meal period.

***If at the District's request an RBT exceeds an 8-hour day, the District will be charged 1.5 times the regular hourly rate to cover the overtime costs incurred by SPG.

Total 2020-2021 Projection: \$ 2,110,993.88

Susan Stark 6/16/2020
 Susan Stark, M.S., CCC-SLP, President Date
 The Speech Pathology Group, Inc.

 Oakland Unified School District Date

Oakland Unified School District Projection for 2020-2021 Services		Addendum C School Psychology Services		Revised (extended through 6/4/21):		8/4/2020			
School Based Psychologists									
SPG Psychologist	Dates of Service	Services	Hours per Day*	Hours per Week	Site	2020-2021 BAC Rate	Amount	Discounted Hourly Rate	Amount
Farberov, Marina	7/29/20-6/4/21	Psych Assessments	8	40		\$157.00	\$ 239,896.00	\$149.15	\$ 227,901.20
			FTE	1		2020-21 Projection: \$ 239,896.00			
						2020-21 Savings from Discount: \$ (11,994.80)		5.0%	
						Discounted 2020-21 Projection:		\$	227,901.20

*The Speech Pathology Group, Inc. utilizes a Professional Work Week.

Contractor agrees to provide services within the contracted hours per week, as set forth above.

Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).

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 and/or Medical/MAA Billing.

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 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 School Psychologists are contracted to provide School Psychology services and will not be utilized as interpreters during IEP meetings as this is outside their scope of professional practice.

Susan Stark

8/4/2020

Susan Stark, M.S., CCC-SLP, President
The Speech Pathology Group, Inc.

Date

Jenn Blake
Oakland Unified School District

11/3/2020

Date