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Enactment Date	6-26-13 <i>lf</i>

OAKLAND UNIFIED SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
, 2013

TO: Board of Education

FROM: Tony Smith, Superintendent
 Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action *Maria Santos*
 Vernon Hal, Deputy Superintendent, Business & Operations

SUBJECT: Agreement between Oakland Unified School District and Speech Pathology Group, Inc. for the 2013-2014 School Year

ACTION REQUESTED

Approval to allow the District to enter into an agreement with The Speech Pathology Group for Fiscal Year 2013-2014 and to provide Speech and Language special education services to students with Individual Education Programs (IEPs) in an amount not to exceed \$2,400,000.00.

BACKGROUND/DISCUSSION

Federal Law and California Education Code require a Special Education Local Plan Area (SELPA) to provide a full continuum of program options. When a school district or SELPA has staffing shortages, the District utilizes non-public agency services to supplement in-house staff services such as speech and language therapy. While the Oakland Unified School District is actively recruiting and hiring speech and language therapists to fill vacancies, the District's projected needs for special education speech and language services in the 2013-14 school year will exceed the projected speech and language therapists that will be employed directly by the District. Each speech and language therapist provided through the agreement between the Oakland Unified School District and The Speech Pathology Group carries a caseload of students in a manner similar to speech and language therapists employed directly by the Oakland Unified School District.

The agreement between the Oakland Unified School District and the Speech Pathology Group is necessary to meet the educational needs of students needing specialized services as deemed through their IEP.

FISCAL IMPACT

The total cost for the agreement between the Oakland Unified School District and the Speech Pathology Group for Fiscal Year 2013-2014, is projected to not exceed \$2,400,000.00.

RECOMMENDATION

Approval of the agreement between the Oakland Unified School District and the Speech Pathology Group for 2013-2014 Fiscal Year, in an amount not to exceed \$2,400,000.00.

ATTACHMENT

- Agreement between OUSD and The Speech Pathology Group

**AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
THE SPEECH PATHOLOGY GROUP, INC.**

THIS AGREEMENT is entered into this 1st day of July 2013 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 Exhibit "A" (hereinafter "Services") 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 forty-five (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) days of receipt of invoice. The amount of compensation to be paid to Contractor under this Agreement shall not exceed \$2,400,000 per fiscal year.

3. **Contract Term and Termination:** The term of this Agreement is July 1, 2013 through June 30, 2014. This Agreement will terminate upon the completion of the Services (as stated in addendum A) or when terminated as set forth below.
- a. Either party may terminate this Agreement at any time by giving forty-five (45) business 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 Director or Clinical Manager. *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. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

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

Name: Katy Babcock
Address: 2850 West St
City/St/Zip: Oakland, CA 94608
Phone: (510) 874-3768
Fax: (510) 874-3707
Email: Katy.Babcock@ousd.k12.ca.us

CONTRACTOR

The Speech Pathology Group, Inc.
Attn: Susan Stark
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
(925) 945-1474 x109
(925) 945-1768
Tax ID# 94-3290122
Email: susan@speechpath.com

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 45-day notice of termination. Contractor does request that employees provide a minimum of 45-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 Therapist due to resignation of Contracted Therapist or Contracted Therapist is not able to provide services for any reason. However, Contractor will use all efforts to replace the Speech-Language Therapist, 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:** Each 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 therapist that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned therapist as designated in Addendum A.

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.

The California Speech-Language Pathology and Audiology Board, a division of the California Department of Consumer Affairs, maintains finger print clearance for all licensed therapists. 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:** Contractor agrees to a maximum caseload of 55 students for each full time therapist 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.

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. **Insurance:**

- (a) Commercial General Liability Insurance: Unless specifically waived by District, the following insurance is required:
 - a. 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 one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require 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 Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.
 - b. CONTRACTOR shall maintain Commercial 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 DISTRICT and shall name DISTRICT as an additional insured. Evidence of insurance must be attached. 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.
 - c. If CONTRACTOR is offering DISTRICT professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

12. 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.

- 13. 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.

14. **Non-Compete:** During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, the District shall not hire, nor solicit for hire, either directly or indirectly, as an employee any of the contractor's employees, independent contractors, agents or sub-contractor in the field of speech pathology who have rendered speech pathology services to the District/Facility on behalf of the Contractor. In addition, the District/Facility also agrees and warrants paying Contractor 50% of the therapist's annual salary upon employment with the District/Facility should there be a breach in this section of the Agreement.
15. **Licenses and Permits:** Contractor shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
16. **Assignment:** The obligations of Contractor under this Agreement shall not be assigned by Contractor without the express prior written consent of District.
17. **Non-Discrimination:** It is the policy of District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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 or sexual orientation.
18. **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 drugs on these sites.
19. **Confidentiality:** The 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. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing Contractor's Confidentiality Agreement Regarding Student Data.
20. **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.
21. **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 Alameda, California.

22. **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.
23. **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.
24. **Time for Site Specific Trainings/Requirements:** 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 Addendum A. 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 Addendum A will require prior approval from District/Facility designee.
25. **List of Services to be Performed by Contractor:** 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 therapist with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.
26. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
27. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>
28. **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 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.

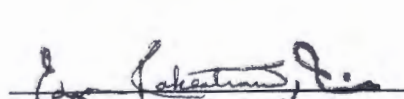
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

DISTRICT



6/27/13

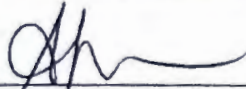
President, Board of Education
Oakland Unified School District



6/27/13

Secretary, Board of Education
Oakland Unified School District

CONTRACTOR

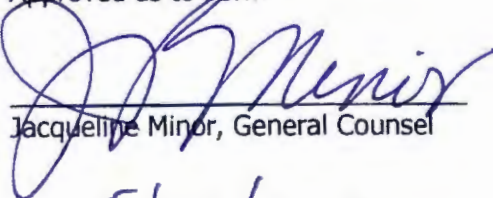


Susan Stark, M.S., CCC-SLP
Director
The Speech Pathology Group, Inc.

5/24/13

Date

Approved as to Form



Jacqueline Minor, General Counsel

5/30/2013

Date

The Speech Pathology Group, Inc.
Addendum A

Oakland Unified School District
2013-14 As of: 5/23/2013

School Based Speech-Language Therapists

SPG Therapist	Site	Dates of Service	Hours per Day	Days per Week	Hours per Week	Notes	Rate	Total Contract
ESY Services 2013								
							\$85	
Bartrug, Ginger	Burbank Preschool/DHH Comp Ed	6/21/13-7/19/13	4-5-5	5	25	DHH	\$85.00	8,500.00
Converse, Rachel	Preschool Assessment/Diagnostic Center	6/17/13-7/3/13	8	5	40		\$85.00	8,840.00
DeRoos, Emily	Preschool Assessment/Diagnostic Center	7/8/13-7/26/13	8	5	40		\$85.00	10,200.00
Harvey, Gretchen	Franklin Elem/DHH	6/21/13-7/19/13	4-5-5	5	25	DHH	\$85.00	8,500.00
Roth, Carley	Middle School/High School	6/21/13-7/19/13	4-5-5	5	25		\$85.00	8,500.00

Total ESY Services 2013: \$ 44,540.00



Fall/Spring School Based Services **\$75/\$85**

Adger, Shelley	Preschool Diagnostic Center	7/1/13-6/13/14	8	3	24		\$85.00	44,880.00
Beatty, Kathy	AAC (1-2)	8/14/13-6/13/14	8	2	16		\$85.00	54,400.00
Brenchley, Michael	Franklin Elem/AICPS II	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
Converse, Rachel	Preschool Diagnostic Center	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
DeRoos, Emily	Preschool Diagnostic Center	8/14/13-12/31/13	8	5	40	Bilingual	\$85.00	58,480.00
Harvey, Gretchen	Brett Hart Middle/Skyline High	8/14/13-6/13/14	8	5	40	DHH	\$85.00	129,880.00
Jensen, Rachel-SLPA	Emerson Elem	8/14/13-6/13/14	8	5	40	SLPA	\$75.00	114,600.00
Levis, Bailey or TBD	Middle/High School - possibly Comm Day School & NPS sites	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
Lo, Stephanie	Laurel Elem/1 other TBD	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
Narain, Raquel	Supervision Montera Middle/SH kids at Oakland Tech	8/19/13-6/13/14	8	5	40		\$85.00	127,840.00
Pitko, Meghan	Burbank Preschool/Franklin Elem	8/14/13-6/13/14	8	5	40	DHH	\$85.00	129,880.00
Quiambao, Irene-SLPA	Montera Middle/Edna Brewer Elem	8/14/13-6/13/14	8	5	40	SLPA	\$75.00	114,600.00
Roth, Carley	Oakland High/LIFE	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
Rowan, Judith	Roots Havens Court/Coliseum College Prep	8/14/13-6/13/14	8	4	32		\$85.00	107,440.00
Sugimoto, Shelby	Garfield Elem	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
TBD	AAC (3)	8/14/13-6/13/14	8	3	24		\$85.00	75,480.00
TBD	Markham(4)/Melrose Leadership Academy(English)	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
Tilley, Lesley (Sitkin)	Emerson Elem/Supervision Edna Brewer Elem	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
Van Burkleo, Lauren	Manzanita(3)/Melrose Leadership Academy/Urban Promise	8/14/13-6/13/14	8	5	40	Bilingual	\$85.00	129,880.00
Von Broembsen, Marci	Sankofa Academy Elem/Peralta Elem	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00
Zika, Jean	Glenview Elem/Cleveland Elem	8/14/13-6/13/14	8	5	40		\$85.00	129,880.00

Total Fall/Spring 2013-2014 Projection: \$ 2,386,160.00

Contractor agrees to provide services within the weekly contracted hours 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 SH, AC, or Preschool students are not to exceed 40 students in a week.


Susan Stark, M.S., CCC-SLP

Oakland Unified School District

Date 5/24/13
Date JUN 11 2013

Total Projection: \$ 2,430,700.00

Purchase Order Received: \$ -
Difference: \$ (2,430,700.00)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc.
3697 Mt. Diablo Blvd., Suite 300
Lafayette, CA 94549

www.ajg.com

0726293

INSURED
The Speech Pathology Group, Inc.
2021 Ygnacio Valley Road,
#C201-02
Walnut Creek CA 94598

CONTACT NAME:

PHONE (A/C, No, Ext): 925-299-1112

FAX (A/C, No): 925-299-0328

E-MAIL ADDRESS:**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A : American Economy Ins. Co.

19690

INSURER B : Travelers Property Casualty Co. of America

25674

INSURER C : American States Insurance Co

19704

INSURER D :

INSURER E :

INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 15224387**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		02BP65788060	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02BP65788060	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$0			01CT11199160	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB6096M21912	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Oakland Unified School District is included as additional insured per attached BP7032 0702.

CERTIFICATE HOLDER

Oakland Unified School District
ERF Program
746 Grand Avenue
Oakland CA 94622

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sheri Page

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ACORD 25 (2010/05)

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MEMORANDUM OF INSURANCE Date Issued 02/28/2013

Producer Marsh U.S. Consumer a service of Seabury & Smith, Inc. P.O. Box 14576 Des Moines, IA 50306-3576 1-800-503-9230	This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.
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Insured Speech Pathology Group Inc Suite C-103 2021 Ygnacio Valley Road Walnut Creek CA 94598	Company Affording Coverage Liberty Insurance Underwriters Inc
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This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH SE Speech Language Pathologist	AHY-603734002	03/01/2013	03/01/2014	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$5,000,000

PROOF OF INSURANCE

Memorandum Holder: PROOF OF COVERAGE ONLY	Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
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Authorized Representative Joan O'Sullivan	
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