

HAYWARD UNIFIED SCHOOL DISTRICT

CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS

September 16, 2015

Name of Vendor: Alison Pentland

Cost: \$11,760.00

Purpose: This is an ongoing service provided to a student as a result of a settlement agreement. This service provider was mutually agreed upon by the District and the parent.

Funding Source: General Fund

Evaluation Criteria: Parent and staff feedback

Term: Effective August 20, 2015 and terminating June 30, 2016.

Contacts: Tammy Watson, Director II, 784-2611

HAYWARD UNIFIED SCHOOL DISTRICT

Consultant or Service Validation Form

Site Location: Special Education Date: September 1, 2015

Person Requesting Consultant or Service: Tammy Watson Title: Director II

Brief Description of Need: (please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)

Per a mediated settlement agreement, the District agreed to provide comprehensive speech therapy to an HUSD student.

Student/Staff/Site Council Mtg Conducted: YES NO N/A

Proposals Solicited: YES NO Resume Provided: YES NO

Briefly describe justification for consultant or service provider selected:

This contractor is qualified and experienced in speech-language pathology, and augmentative and alternative communication (AAC).

Criteria/Metric for Contractor Evaluation:

Parent and teacher feedback.

Indicate Funding Code: 01.6500.0.5830.930.5770.3150.380.000 Estimated cost \$ 11,760.00

Other Consultants or Service Providers Contacted

Name	Description of services offered	Cost
1	<u>n/a - contractor is mutually agreed upon</u>	
2		
3		
4		

Action: Approved Modified Approval Disapproved

Deferred Approval Follow-up Required Suspense Date: _____

HAYWARD UNIFIED SCHOOL DISTRICT

Consultant or Service Validation Form: The Scope of Work

1. Describe the service to be provided:

Speech and language therapy, and augmentative and alternative communication (AAC)

2. Who is benefitting from the service? Specifically, who will be served (number of students, grade, etc.)?

One student in 7th Grade.

3. What are the expected outcomes? What will students/teachers be able to do after they receive the service?

The student will be able to produce certain language sounds and recognize and use more specific vocabulary in various settings.

4. How is it measurable? What tools/data will be used to measure student success?

Specific IEP goals related to expressive language skills will be monitored to determine student success.

5. What impact should we expect? What is the short term/long term impact on those served?

The student will increase his expressive language skills.

6. Why you chose this contractor and what schools were chosen and why?

The contractor was chosen by mutual agreement between the District and the parent.

Hayward Unified School District

Alison Pentland
and
Special Education Department

**Independent
Contractors
Agreement**

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (DISTRICT) and Alison Pentland M.A., CCC-SLP (CONTRACTOR).

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.

2. DISTRICT needs special services and advice as follows:
Speech and Language therapy for a student

3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product

CONTRACTOR agrees to provide the following services:
Speech and language therapy for a student, based on TWO (2) HOURS PER WEEK, not to exceed NINETY (90) HOURS TOTAL. CONTRACTOR will also provide up to EIGHT (8) HOURS of consultation.

2. Term

CONTRACTOR shall commence work on August 20, 2015. The work shall be completed no later than June 30, 2016.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee not to exceed ELEVEN THOUSAND, SEVEN HUNDRED, SIXTY DOLLARS (\$11,760.00) payable as follows: based on ONE HUNDRED TWENTY DOLLARS (\$120.00) per hour; payable monthly upon completion of services and submission of report(s) and invoice(s) to the DISTRICT.

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) **DISTRICT Determination of Fingerprinting Requirement Application**

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

(b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

(c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.

8. 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 the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:

Students communication device and AAC/AT hardware and software.

10. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:
Hayward Unified School District
Special Education
24411 Amador Street
Hayward, CA 94544

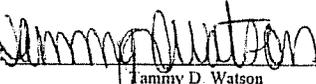
CONTRACTOR:
Alison Pentland
1505 Jackson Street #106
Oakland, CA 94612

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT APPROVAL DESCRIBED BELOW.

Hayward Unified School District

Alison Pentland M.A. CCC-SLP

By: 
Jimmy D. Watson
Title: Special Education Director

Contractor
By: 
Allison Pentland
Title: Speech-Language Pathologist

School/Dept: Special Education

Date: 8/20/15

Date: _____

Taxpayer Identification/Social Security Number

AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.

By: _____
Authorized HUSD Representative

HUSD Board Approval Date

Date: _____

Alison Pentland M.A., CCC-SLP

1505 Jackson St. #106 • Oakland, CA 94612

Phone: 541-908-4693 • E-Mail: alisonpentland@gmail.com

Experience

Augmentative Communication and Technology Services (ACTS), San Francisco, CA 01/2014 – current

Provide augmentative and alternative communication (AAC) services to individuals with complex communication needs throughout the Bay Area. Perform comprehensive AAC assessments based on the school and medical models, and deliver direct intervention in the home, classrooms, and adult rehabilitation centers. Integrate no-, low-, mid- and high-tech communication systems in push-in and pull-out sessions, incorporating one-on-one and group treatment. Indirect services include creating AAC systems, programming high-tech devices, training and mentoring family, staff and other professionals, developing participation plans for students, and supporting their language in the classroom. Collaborate with California Children's Services (CCS) and Regional Centers to serve individuals in Early Intervention, public schools, and adult programs.

Down Syndrome Connection, Danville, CA 06/2015 – 08/2015

Administered evaluation using Communication Sampling and Analysis (CSA) for 18 preschoolers with varying communication abilities. Collected communication samples and coded each communicative attempt to determine what means and functions each child used. Mentored speech-language pathology graduate students as they administered the CSA and analyzed the communicative means and functions in each sample.

Building Bridges AAC Camp and Training Institute, The Bridge School, CA 07/2015

Provided intensive instruction in AAC for teachers, speech-language pathologists, classroom assistants, and others who work with children with complex communication needs. Led AAC workshops including a literacy roundtable, demonstration of low-tech AAC systems, and training with high-tech speech-generating devices.

Santa Teresa Elementary School, San Jose, CA 08/2013 – 12/2013

Administered speech and language assessments in Spanish and English as a graduate student intern. Designed and implemented individual and group therapy for 65 students, primarily from three severely-handicapped Special Day Classes as well as general education classrooms. Completed diagnostic reports, documented progress updates, wrote IEPs, and led IEP meetings.

Kay Armstead Center for Communication Disorders, San Jose State University, CA 06/2012 – 05/2014

Provided speech-language pathology services as a graduate student in the following clinics:

- *Augmentative and Alternative Communication Assessment Clinic* (school-age children with complex communication needs; comprehensive AAC evaluation including formal and informal language and communication testing, trials of dedicated speech-generating devices, and medical report to procure recommended high-tech communication system)
- *Augmentative and Alternative Communication Treatment Clinic* (one-on-one and group therapy; school-age children with complex communication needs in various levels of AAC competency including emergent and context-based communicators; high-tech dedicated communication systems)
- *Child Speech and Language Diagnostic Clinic* (preschoolers and school-age children; formal articulation, phonology, and language tests as well as informal assessment and language samples)
- *Child Speech and Language Treatment Clinic* (one-on-one and group therapy; children with developmental disabilities and communication disorders including autism, Down syndrome, intellectual disability, and speech and language delays and disorders)
- *Child Articulation Treatment Clinic* (one-on-one therapy; articulation and phonological disorders)

- *Adult Neurogenic Treatment Clinic* (one-on-one and group therapy; adults with acquired brain injuries and associated communication disorders including aphasia, apraxia of speech, and cognitive disorders)
- *Audiological Screenings* (preschoolers and adults; traditional testing methods and play audiometry)

Education

M.A. Communicative Disorders and Sciences, San Jose State University

05/2014

- Scholar, Project AACES (Augmentative and Alternative Communication in Educational Settings)
 - Training program for speech-language pathology students to specialize in assessing and treating children with complex communication needs who require augmentative and/or alternative communication (AAC). Included specialized clinical training for AAC assessment and treatment, and extensive trainings and workshops related to the field.
- Clinic Assistant, Kay Armstead Center for Communication Disorders
 - Coordinated the application and scheduling process for speech and language therapy and assessments. Communicated with clients, caregivers, clinical supervisors and student clinicians regarding applications, appointments and payment.
- Graduate Assistant, Communication Disorders and Sciences, SJSU
 - Aided department faculty in Communication Disorders and Sciences courses *Introduction to Phonetics* and *Treatment and Management of Speech-Language Disorders*.
- Student Liaison, CSHA District 4
- Member, SJSU NSSLHA
- Member, National NSSLHA

B.A. Spanish, Linguistics, Occidental College

05/2011

- Magna Cum Laude with Distinction
- Dean's Community Leadership Award
- Scholar, Phi Beta Kappa

Areas of Expertise

AAC Devices: *Salttilo* NOVA Chat 5, 7, 10; *Prentke Romich Company* Accent 700, 800, 1000, 1200, NuEye Tracking System, ECO2, Vantage Lite, Vanguard Plus, SpringBoard Lite; Dynavox Maestro; Tobii C-12 with eyegaze

AAC/Computer Software: Unity, WordPower, Essence, LiterAACy, Communicator Pro, Boardmaker, Boardmaker Online, NovaChat Editor, TouchChat Editor, CHAT Editor, Series 5 Editor, SEIS

AAC apps: TouchChat, LAMP (Words for Life), Proloquo2Go, Proloquo4Text, Sono Flex, and more



Disabilities: speech and language disorders and delays, complex communication needs, cerebral palsy, Down syndrome, Rett syndrome, autism, orthopedic impairment, cortical vision impairment

Professional Affiliations

- Member, CSHA
- Member, ASHA
- Member, ISAAC
- Member, USSAAC

References

Dana Albrecht

AAC Specialist; ACTS Associate; AAC Clinic Supervisor, SJSU
dana.albrecht@hotmail.com
(408) 621-7395

Dr. Wendy Quach

Project AACES Director; Associate Professor in Communicative Disorders and Sciences, SJSU
wendy.quach@sjsu.edu
(402) 304-8171

Continuing Professional Development

- A New Day Dawns for Medicare SGD Coverage 08/2015
- Funding for SGDs in 2015: *Latest* Updates and Implications 06/2015
- Funding for SGDs in 2015: Updates and Implications for the AAC Community 04/2015
- Pittsburgh AAC Language Seminar Series (Bruce Baker and others) 03/2015
- Evidence-Based Language Intervention for Children using AAC (Cathy Binger) 03/2015
- Augmenting Interactions for Young Children & Basic Comm. (Cynthia Cress) 01/2015
- AAC Intervention for Students with Severe & Multiple Impairments (Joey Hamlin) 06/2014
- Assessment and Intervention in AAC for Autism Spectrum Disorders (Oliver Wendt) 03/2014
- *California Speech-Language-Hearing Association State Convention* 03/2014
- *CSUN Technology and Persons with Disabilities Conference* 03/2014
- *AAC by the Bay Conference* (The Bridge School) 03/2014
- *Troubleshooting AAC in the Schools Workshop* (Cathy Binger) 02/2014
- *Bridge School Open Lab – AAC/AT Fair* 04/2014 and 12/2014
- *AAC/AT Fair* (Santa Clara County Office of Education) 11/2013
- *Comm. & Early Literacy Skills with Beginning AAC Users* (Patti Solomon-Rice) 10/2013
- *Enhancing Speech and Language Skills with Mobile Technology* 10/2013
- *Morgan Autism Center Transitions: Bridges to Success* 09/2013
- *Cortical Visual Impairment: Assessment & Intervention* (Christine Roman-Lansky) 01/2013 and 09/2013
- *The Bridge School Summer Training Institute* 07/2013
- *Occupational Therapy* 07/2013

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- *Theory of Mind: The Heart of ASD & Social Comm. Disorders* (Carol Westby) 06/2013
 - *Seating, Positioning & Mobility* (Christine Wright-Ott) 06/2013
 - *The IEP Process* 06/2013
 - *Medical Aspects of the Field* 06/2013
 - *Expectations for Placements* 06/2013
 - *Interviewing for Jobs and Resume Writing* 06/2013
 - *The Role of the School Psychologist* 06/2013
 - *Introduction to Counseling Strategies for Speech-Language Pathologists* 06/2013
 - *A Week in the Life of an SLP* 06/2013
 - *Resources for Working with Non-English Speaking Families* 06/2013
 - *Behavior Management / Managing Demanding Parents and Clients* 06/2013
 - *Rhythmic Phonetics* (Jean Weingarten Peninsula Oral School for the Deaf) 06/2013
 - *Pragmatic Organization Dynamic Display (PODD) Training* (Linda Burkhart) 04/2013
 - *AAC Symposium* (Dan Phillips) 04/2013
 - *Narrative-Based Language Assessment & Intervention* (Santa Clara County) 01/2013
 - *Aural Impact: Case Analysis* 08/2012
 - *Aural Impact: Assessment and Lesson Planning* 07/2012
 - *Aural Impact: Cochlear Americas* 06/2012
 - *California Speech-Language and Hearing Association State Convention* 03/2012
 - *Managing Difficult Behaviors* (Robin Otteson) 11/2011