Master Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 1st day of July 2026 (the "Effective Date"), by and between (the "Company Party" referred to as Valley Community Counseling), and Tracy Joint Unified School District (the "Client"). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with Valley Community Counseling on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

(a) Subject to availability, Valley Community Counseling will provide the services of one or more Special Education Professional Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). Valley Community Counseling will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If Valley Community Counseling elects to provide requested Services from Client, confirmation and detailed terms of the assignment will be provided to the Client in a "Staffing Confirmation Agreement" in substantially the form attached hereto as Exhibit A (one form per assigned Associate). Each such Staffing Confirmation Agreement shall designate the Company Party with rights and obligations under this Agreement and under the Staffing Confirmation Agreement in connection with the applicable Services, and Client expressly acknowledges and agrees that the other Company Party shall have no such rights or obligations in connection with such Services.

(b) Each Staffing Confirmation Agreement entered into or to be entered into in connection with this Agreement is hereby incorporated herein by reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client acknowledges that by acceptance of this Agreement, no further contract is required per individual contractor, regardless of the specific details of the assignment, hours, rate, etc. Electronic timekeeping will be provided to the Client on a weekly basis.
Valley Community Counseling will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client's district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will be subject to review by Valley Community Counseling Associate, and Client. The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to Valley Community Counseling by the earlier of (1) ninety (90) days after the claim arises, or(2) thirty (30) days after termination of the Associate's assignment pursuant to the Staffing Confirmation Agreement. Valley Community Counseling will not be responsible for, and the Client hereby waives the right to assert any claims not reported in accordance with the foregoing.

2. Associates

(a) Valley Community Counseling will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by Point Quest, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran

3. Compensation and Payment Terms

(a) The Client shall pay Valley Community Counseling an agreed hourly bill rate for each hour worked by an Associate as set forth in the applicable Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state, and local laws. Federal law defines overtime as hours more than 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative and use good faith efforts to verify hours at the end of each week. Valley Community Counseling will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. Valley Community Counseling invoices are due and payable [upon receipt] [within thirty (30) days of the billing date]. If the Client fails to pay any invoice when due, the Client agrees to pay all of Valley Community Counseling costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, Valley Community Counseling may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) Valley Community Counseling may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit, and other costs. Valley Community Counseling will provide written or verbal notice of any increase in its rates for the Services, which shall be prospective only, which notice shall specify the proposed effective date of the increase.

(d) In the event the Client's school or school system is physically closed (i.e., physical closures due to inclement weather, public health emergencies), including days on which the school or school system is physically closed but continues operating or providing educational instruction virtually or through online services to students ("Remote Learning Days") or days on which the school or school system is otherwise closed to students ("Closure"), Client shall remain fully obligated to remit payment to Valley Community Counseling for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client's Closure. Associates shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings.

Remittance address: Valley Community Counseling

4. Client Hiring of Associates and Conversion Fees

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided herein below. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by Valley Community Counseling pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client or remotely and during the normal work hours of the Client. The Client will provide, at no cost to Valley Community Counseling working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(c) The Client acknowledges that to Valley Community Counseling typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. to Valley Community Counseling typically conducts a limited background check but does not engage in any additional verification process (e.g., to Valley Community Counseling) does not screen for drug use, administer a medical exam, or conduct credit checks). Should the Client have additional compliance needs, Client is required to provide a written request with clear instructions at the time of requesting Services. to Valley Community Counseling shall not be liable for any losses, damages, liabilities, costs or expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from failure to obtain additional compliance verification, except where to Valley Community Counseling has agreed in writing to obtain such verification.

(d) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(e) The Client agrees to provide safe working conditions and will orient all Valley Community Counseling employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify Valley Community Counseling immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if Valley Community Counseling is legally required to initiate E Verify verification procedures for any Associate. Valley Community Counseling reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that Valley Community Counseling will not be responsible for any injuries, claims, damages, or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty- five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to Valley Community Counseling within 30 days of billing. In order for an Associate to be hired as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility. Valley Community Counseling agrees to waive its right to a Conversion Fee after an Associate has completed 2,700+ contracted hours with Client.

(c) The client shall provide Valley Community Counseling thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the Valley Community Counseling Associate accepts the offer (in writing, verbally, or otherwise). Valley Community Counseling will bill Client for the Conversion Fee after the Valley Community Counseling Associate accepts Client's offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate's scheduled first day as a district hire.

(d) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by Valley Community Counseling that Associate immediately ceases to be an independent contractor with respect to Client, Valley Community Counseling is no longer the Associate's employer, and is in no way liable in any way for the person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use Valley Community Counseling as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to twenty five percent (25%) of the candidate's annual salary will become payable to Valley Community Counseling when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

6. Replacement Policy

(a) If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, Valley Community Counseling will offer a replacement courtesy for that candidate. Valley Community Counseling does not guarantee a replacement will be provided as it is contingent on candidate availability. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

7. Right To Counsel: Coaching and Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to Valley Community Counseling outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by Valley Community Counseling staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. Valley Community Counseling will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

8. Cancellations

Client must provide twenty (20) in-session school days (business working days) written notice of cancellation to Valley Community Counseling. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to Valley Community Counseling for all cancellations made with notice less than twenty (20) in- session school days (i.e. Associate business working days). For assignments Valley Community Counseling must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty- seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to Valley Community Counseling presenting upon presentment of an invoice, all remaining housing costs

for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

9. Contract Termination

This Agreement remains in effect from July 1st, 2026, to June 30, 2027 or until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will also result in the termination of each Staffing Confirmation Agreement between Valley Community Counseling and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if Valley Community Counseling reasonably determines whether the assigned Associate's professional license or code of ethics has been compromised.

10. Notices

For the purposes of this Agreement, notice shall be effective to the Parties at the following addresses:

Client: Tracy Joint Unified School District
1875 W. LOWELL AVE.
TRACY, CA 95376

Your company name:

11. Insurance, Indemnification and Limitation of Liability

(a) Valley Community Counseling shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, Valley Community Counseling shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - $2,000,000 per Occurrence, $4,000,000 Aggregate
- General Liability - $2,000,000 per Occurrence, $4,000,000 Aggregate

(b) To the extent permitted by law, Valley Community Counseling will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Valley Community Counseling' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement, or the negligence, gross negligence, or willful misconduct of Valley Community Counseling or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold Valley Community Counseling, and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct or unlawful act of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of Valley Community Counseling, the Client is entitled to recover damages from Valley Community Counseling. (including fundamental breach, negligence, misrepresentation, or other contractor claim) Valley Community Counseling liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to Valley Community Counseling for the Services that are the subject of the claim.

12. Miscellaneous

(a) **Entire Agreement.** This Agreement contains the complete agreement between the Parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both Parties. This Agreement supersedes all previous written or oral agreements between the Parties.

(b) **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will ensure the benefit of and be binding on the successors and assigns of the respective Parties.

(c) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

In the event of any arbitration or other action arising out of or related to this Agreement, or a

Staffing Confirmation Agreement, the prevailing Party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to another award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

The venue for all actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California unless otherwise agreed by the Parties in writing.

(d) **Governing Law**. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the Parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

(e) **Severability.** The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(f) **Authority.** The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

Notwithstanding any provisions in this Agreement to the contrary, the parties hereto agree that (i) non-solicitation and no-hire obligations in this Agreement, if any, shall not apply within the State of Minnesota; and (b) conversion or permanent hire fees in this Agreement, if any, shall not apply within the State of New York.

[*Signature Pages Follow*]

Exhibit B

INDEMNIFICATION; LIMITATION OF LIABILITY.

(a) Associate enters into this Agreement as an independent contractor and not as an employee of Client. _____ shall have no power or authority by this Agreement to bind Client in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by_____are employees, agents, contractors or subcontractors of _____and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against_____by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

(b) _____shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the Client and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by _____herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by Client. The client reserves the right to adjust its insurance requirements asneeded.

(c) Associate [X] WILL [ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable,_____will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of _____and/or its employees.

(c) _____agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by _____or by any person, firm or corporation employed directly or indirectly by_____or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, to the extent arising out of the gross neglect, default or willful omission of_____, or any person, firm or corporation directly or indirectly employed by_____under this Agreement, and_____at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against Client for any such claim or demand, and pay or satisfy any judgment that may be rendered against Client in any such action, suit or legal proceedings or the result thereof. Nothing here in provided shall be construed to require_____to hold harmless or indemnify Client for liability or damages resulting from the negligence or willful act or omission of Client or its officers, agents or employees.

Limitation of Liability.

(a) In no event will either party to this Agreement be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill.

(b) As a condition for recovery of any liability, the parties must assert any claim under this Agreement within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier.

(c) In no event shall_____'s liability to Client exceed (a) for Temporary Services, the fees received by _____ from Client during the preceding six (6) month period, or (b) for Direct Placement Services, the fees received from Client for the placement of the Candidate to whom any claim asserted by Client relates, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action.

Once signed by Valley Community Counseling no further revisions or changes can be made or accepted.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

Valley Community Counseling

By: _____

Name, Title: Stacie Clark, LMFT

Tracy Joint Unified School District

By: _____

Name, Title: _____

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Kayla Coe	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 3 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 24
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Jennavi Nguyen	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 4 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 32
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Griselda Martinez	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 2 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 16
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Danielle Roney	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 2 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 16
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Michelle Avedissian	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 2 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 16
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."

The Parties agree to the below:

Contractor Name: Katelyn Nelson	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 4 days/wk.
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 32
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.

Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Sophia Michaleto	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 4 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 32
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Laura Palomera Gomez	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 4 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 32
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Natalie Iniguez	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 4 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 32
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on 4/28/26 by and between VCCS and Tracy Unified School District collectively referred to herein as "the Parties."
The Parties agree to the below:

Contractor Name: Angel Ramos	Assignment Start Date: 7/1/26 End Date: 6/30/27
District Name and Address: Tracy Unified School District	Scheduled Days of the Week: 2 days/wk
District Telephone Number: 209-830-3270	Hours Per Day: 8 Total Hours Per Week: 16
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address: 1875 W. Lowell Avenue	Approved Time Off: NA
Billing Telephone Number: 209-830-3270 x 1452	Bill Rate: $90/HR.
Billing Contact Info: Elena Camacho	Overtime/Holiday Rate: NA
Billing Email Address: ecamacho@tusd.net	*Mileage Reimbursement: $0.725
Timesheet Approver Email Address and Name: Jason Davis, Director of Special Education	First Day Details:

Supervision/Materials and Equipment: Client will provide appropriate supervision, materials and equipment to therapist.
Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day. **Cancellation of Services:** A minimum 20 working day written notice must be given to Stacie Clark directly for cancellation or early termination of contract. **Payment Terms:** Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs. All time over 40 hours in a work week will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Provider named herein is an employee of VCCS and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Stacie Clark and Client agrees to pay a conversion fee of 35% of the subject Provider annual salary as liquidated damages to VCCS within 30 days of being invoiced for the same. Contract conversion terms available upon request. The client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the 26-27 Master Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the 26-27 Master Services Agreement, the terms of the 26-27 Master Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days. Upon receipt of this Staffing Confirmation Agreement from_____, or (ii) five (5) business days prior to the start of such an assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.