

CLIENT SERVICES AGREEMENT

This Client Services Agreement (hereinafter referred to as the "Agreement") is made and entered as of July 22, 2026 (the "Effective Date") between TRACY UNIFIED SCHOOL DISTRICT ("TUSD"), a California public school district (the "Client") with a principal place of business at 1875 W. Lowell Avenue, Tracy, California 95376, and SPEECH PATHOLOGY ASSESSMENT AND INTERVENTION SERVICES INC., a California Professional Corporation (the "Contractor"), with a principal place of business at 233 W. Arcadia Street, Mountain House, California 95391, for the purpose of referring Contractor's employees to, and placing Contractor's employees with, the Client for performance of speech pathology assessment and intervention services as further described in this Agreement. Client and Contractor are each referred to herein as a "Party" and together, the "Parties".

RECITALS

- A. Contractor is in the business of providing professional services and personnel (the "Consultants") for speech pathology assessment and intervention services (the "Services") as further detailed in [Exhibit A] hereto, collectively, the "Exhibits".
- B. Contractor and its Consultants are specially trained, experienced, credentialed, and certified (where applicable) to perform the Services as required by the Client; and
- C. Client wishes to retain Contractor to provide the Services as set forth in the Exhibits attached hereto.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated herein by this reference, and the mutual covenants, promises, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Contractor and the Client agree as follows.

AGREEMENT

Section 1. Term

This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with Section 14, shall continue for a period of approximately 11 Months ending on June 30, 2027 (the "Term"). The Term may be renewed upon the mutual written consent of the Parties. Upon the expiration or termination of this Agreement, each Assignment (as defined below) then in effect under a fully executed CAC shall also terminate.

Section 2. Scope of Services

- A. Contractor shall assign one or more Consultants to perform the Services for the Client (an "Assignment"), as described in the Exhibits hereto. Each Assignment shall be evidenced by a fully executed Consultant Assignment Confirmation ("CAC") signed by both Parties. The CAC shall not be effective unless signed by both Parties. The Exhibits and each executed CAC are incorporated into and made a part of this Agreement by this reference. The Exhibits may be modified, from time to time, upon written agreement of the Parties to further detail the specific Services that Contractor and its Consultants shall provide to the Client. One or more Exhibits may apply to a specific Consultant. In the event of any conflict between the terms of this Agreement and the terms of a CAC, the terms of this Agreement shall control except with respect to the Consultant-specific commercial terms expressly set forth in the applicable CAC (including the identity of the Consultant, bill rates, guaranteed hours, and Assignment timeline), which shall control as to that Assignment and Consultant. If a Consultant is unable to complete an Assignment, Contractor shall use best efforts to promptly secure a replacement Consultant and CAC at the same or lower bill rate as the departing Consultant.
- B. The Parties acknowledge and agree that Consultants are free to end their employment with Contractor at any time with or without notice, consistent with the labor laws of the State of California (the "State"). In the event a Consultant terminates their employment with the Contractor or terminates their Assignment with Client, Contractor shall notify Client immediately upon learning of such termination and shall provide the Client with a minimum of fourteen (14) days' advance notice, where possible. Under such circumstances, Contractor shall use best efforts to provide the Client with a replacement Consultant within thirty (30) calendar days.
- C. The Parties acknowledge and agree that this Agreement is intended to serve as a master agreement governing all Assignments and CACs. The termination, removal, or completion of any individual Assignment or CAC, including the removal of a Consultant pursuant to Section 11, shall not terminate this Agreement or affect any other Assignment then in effect, each of which shall continue in accordance with its applicable CAC and the terms of this Agreement. Termination of this Agreement in its entirety shall be affected only in accordance with Section 14.

Section 3. Independent Contractor Status

The Parties agree that Contractor qualifies as an independent contractor under federal and state law, including California Labor Code Section 2775 et seq., and that Contractor will determine the method, details, and means of performing the Services, and unless as provided otherwise in this Agreement, will, at Contractor's own expense, supply all labor, tools, materials, equipment, supplies, resources, and items necessary to perform the Services. Contractor represents and warrants that it is a bona fide business entity that maintains a

business location separate from Client, holds all required business licenses, and customarily performs services of the same nature as the Services for clients other than Client. This Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of the Client. It is expressly understood that Contractor is acting as an independent contractor and not as an officer, agent, or employee of the Client. The Contractor shall be responsible for payment of each Consultant's wages, applicable payroll taxes, deductions, benefits, and insurance, including workers compensation, general commercial liability insurance, and professional liability coverage for the benefit of the Consultants. The Contractor agrees to provide and maintain all payroll services, to maintain payroll records and to withhold and remit all payroll taxes and social security payments for any Consultant placed with Client. Contractor's performance of services for other clients during the term of this Agreement shall not conflict with the Services that Contractor and its Consultants are providing to Client. Contractor shall indemnify the Client for any breach by Contractor or its Consultants of this Section that results in damage to the Client.

Section 4. Use of Third-Party Subcontractors

- A. Contractor does not ordinarily use subcontractors in providing its services. Should Contractor need to engage a third-party independent contractor for performance of the Services or Contractor's obligations under this Agreement, Contractor shall obtain prior written approval from Client for such engagement. Notwithstanding the foregoing, at all times during the term of this Agreement the relationship between the Parties shall be that of an independent contractor and all Consultants, employees, agents, contractors, or subcontractors hired and retained by Contractor shall be employees, agents, Contractors, or subcontractors of Contractor and not of the Client.
- B. If Client enters into any contract or subcontract with another organization, entity or individual for the provision of services similar to the Services Contractor and Consultant are providing hereunder, Client shall inform Contractor within fourteen (14) days to the extent such arrangement may directly affect Contractor or Consultant's provision of the Services hereunder to the Client. For the avoidance of doubt, nothing in this Agreement shall restrict Client's right to engage other service providers.

Section 5. Guaranteed Minimum Hours

The Client agrees to provide the Consultant with the guaranteed number of work hours per week specified in Exhibit [B], provided that the Consultant is available and ready to perform the Services during such hours. If Consultant fails to report or is otherwise unavailable, Client's guaranteed hours obligation shall be reduced accordingly. Guaranteed minimum work hours shall be reduced to reflect scheduled school closings, District-observed holidays, non-student days, and any other scheduled closures identified in the District's academic calendar.

Section 6. Payment Terms and Expenses

- A. The Client will pay Contractor the amount specified in the applicable CAC, which upon execution by both Parties shall be incorporated into this Agreement. All hours a Consultant works over forty (40) hours in a one-week work period will be billed to Client at the overtime bill rate set forth in the applicable CAC. If no overtime rate is specified in the applicable CAC, overtime shall not be authorized for that Assignment. Contractor shall obtain written pre-approval from Client for any overtime hours needed (i.e., Consultant working hours exceeding forty (40) hours in a one-week work period). Contractor will send Client itemized invoices on a monthly basis, which shall include the name of each Consultant, applicable CAC reference, dates of service, hours worked (broken out by regular and overtime), a description of services performed, and the applicable bill rate. Payment shall be due within thirty (30) calendar days once approved by Client. Any outstanding balance not paid within thirty (30) calendar days of Client's approval of Contractor's invoice shall be subject to a late payment charge of [one-half of one percent (0.5%)] per calendar month, or such lesser rate as is the maximum permitted by applicable law; provided, however, that no late charge shall accrue on any amount subject to a good-faith dispute until such dispute is resolved. Client is not responsible to reimburse Contractor for any of Contractor's or Consultant's out-of-pocket expenses unless expressly set forth in an executed CAC.
- B. Payments pursuant to this Agreement shall be made to Contractor at:

Speech Pathology Assessment & Intervention Services Inc., PO Box 994, Tracy, CA 95378.
- C. In the event Client opts to make payment via electronic ACH, Contractor shall provide all necessary information needed for such payment.

Section 7. Taxes

- A. Contractor shall be solely responsible for paying all income taxes, social security and Medicare taxes incurred by Contractor or its employees while performing the Services under this Agreement. Client shall not withhold any amounts or make any payments on Contractor's behalf, including paying state or federal unemployment compensation

contributions or income taxes. Contractor shall indemnify and hold Client harmless from any tax liability, penalties, or interest assessed against Client as a result of any determination that Contractor or its Consultants are employees of Client rather than independent contractors.

- B. If Contractor is required to pay any federal, state, or local sales, use, property, or value-added taxes based on the Services provided under this Agreement, Contractor shall be solely responsible for paying all such amounts.

Section 8. Insurance

During the term of this Agreement, Contractor shall maintain insurance including, at a minimum: (i) workers' compensation insurance in amounts required by applicable California law; (ii) general commercial liability insurance with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (iii) automobile insurance with combined single limits in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (iv) sexual assault and molestation insurance with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (v) professional liability (errors and omissions) insurance with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Contractor shall ensure Client is named as an additional insured on all insurance policies required by Contractor under this Agreement. Contractor shall provide Client with certificates of insurance evidencing the foregoing coverages prior to commencement of Services and upon each renewal thereof. Each certificate of insurance shall provide that coverage shall not be cancelled, non-renewed, or materially reduced without at least thirty (30) days' prior written notice to Client. Contractor shall maintain and provide to the Client, upon written request, proof of any Consultant's valid professional license.

Section 9. Service Delivery Location

Generally, a Consultant will only be assigned to perform Services at one (1) Client-specified location. If Client requires Consultant(s) to travel to and perform Services at more than one (1) location, Client will compensate Contractor for travel time between facilities at the regular hourly bill rate specified in [the applicable CAC] and mileage up to the then-current acceptable IRS reimbursement rate. Client shall reimburse Contractor for reasonable travel expenses incurred by Consultant solely as a result of Client-directed travel between multiple Client-specified locations, provided such expenses are pre-approved by Client in writing. Contractor shall submit an itemized statement of such expenses to Client with its regular invoices, and such amounts shall be paid within thirty (30) days of Client's approval of each statement.

Section 10. Qualifications and Standard of Care

- A. Contractor shall conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable national and state professional standards. All Consultants shall have undergone a criminal background check, including

fingerprinting through the California Department of Justice and the Federal Bureau of Investigation, in compliance with California Education Code Section 45125.1, prior to commencing any Services. Contractor shall complete the Fingerprinting and Background Check Certification attached hereto and certify to Client that none of its Consultants assigned to Client have been convicted of a violent or serious felony as defined in Penal Code Sections 667.5(c) and 1192.7(c). Contractor shall only present Client with Consultants who are qualified for Client's open position(s). Contractor shall reference individual job requirements established by Client either verbally or in writing when filling Client's open positions. Contractor shall make every effort to pre-screen candidates based on these requirements. Contractor shall make available to Client all reasonable Consultant records that Contractor may permissibly disclose. As part of the assignment process, Contractor shall facilitate an interview between Client and Consultant(s) in order to assist Client in its determination. Contractor shall undertake due diligence to ascertain the professional licensing and certification requirements for the discipline(s) of the Consultant placed with Client, including confirming such Consultant holds valid licensure and certification from the applicable regulatory body, including, as applicable, the California Commission on Teacher Credentialing, the California Board of Occupational Therapy, the California Speech-Language Pathology and Audiology Board, or other applicable licensing authority. Contractor shall verify on an ongoing basis that each Consultant maintains valid licensure and certification throughout the term of the Assignment and shall immediately notify Client of any lapse, suspension, or revocation of a Consultant's license or credential.

- B. Contractor warrants and represents to Client that Contractor has the experience, expertise, and resources to successfully complete the Services and will provide the Services in a timely manner. Contractor hereby accepts the relationship of trust and confidence established between the Parties and promises to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of Contractor's profession or occupation currently practicing under similar conditions and in similar locations. Contractor shall use its best professional efforts to perform the Services in an expeditious and economical manner consistent with the interests and goals of Client. Contractor shall take any special precautions necessary to protect the Contractor's employees, Client's employees, and members of the public from harm arising out of the Services.

Section 11. Consultant Support, Dismissal and Replacement

- A. The Client will provide reasonable support to a Consultant assigned, which support may include site-specific orientation, safety training, and training on Client's policies, procedures, and compliance requirements as Client deems necessary.
- B. Client shall promptly report any deviation of policies and procedures or deficiency of Services as well as any unethical or unprofessional conduct or misconduct involving a Consultant or other employee of Contractor to Contractor immediately, and Contractor, at Client's option, may be provided an opportunity to offer correction

and/or counseling of unacceptable practices by Consultant. For certain serious conduct or misconduct warranting immediate dismissal, as determined by the Client, Client may request that Contractor facilitate the immediate removal of Consultant by promptly providing Contractor with verbal notice promptly followed by written notice. Client shall provide all reasonable supporting documentation specifying the reason and facts of the termination to Contractor within ten (10) business days of Client's unilateral termination of a Consultant. At Client's sole option, Contractor will have thirty (30) calendar days to refill any position open as a result of termination of a Consultant under this Section. Should Contractor fail to identify a suitable replacement Consultant within such thirty (30) day period, Client may terminate the applicable Assignment without further obligation for guaranteed hours under that Assignment. Should Contractor identify a suitable replacement Consultant, in Client's sole opinion, the applicable rates shall be the same as or lower than the rate of the replaced Consultant.

Section 12. Incident and Error Tracking

Client will report to Contractor any performance issues, incidents, errors, omissions, and other events related to the Services provided by Contractor, and its Consultants and other employees. Contractor shall document all reported incidents in the applicable employee's personnel file and continue monitoring such employee for performance improvement. Client will endeavor to promptly provide Contractor with all reasonably requested supporting documentation.

Section 13. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating any legal action and as a condition precedent to being entitled to file such legal action, the Parties shall use their good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution satisfactory to both Parties. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements hereunder, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against Client.

Section 14. Termination of Assignment and Agreement

- A. Client may terminate an Assignment for cause, effective upon written notice to Contractor, where:
 - (i) A Consultant assigned to the Client is materially deficient in the performance of the Services; or

- (ii) Any employee of Contractor or any Consultant assigned to the Client commits an act of professional or ethical misconduct.

For the avoidance of doubt, termination of an Assignment under this paragraph (A) shall not terminate this Agreement or affect any other Assignment then in effect. Client's primary remedy for a Consultant's deficiency or misconduct shall be removal and replacement of the Consultant in accordance this Agreement.

- B. Client may terminate this Agreement for convenience by Client upon thirty (30 days') written notice to Contractor.
- C. Contractor may terminate this Agreement for cause only where:
 - (i) Client discontinues operations; or
 - (ii) if Client fails to make any payments to Contractor as required by this Agreement and such failure continues for thirty (30) calendar days after Client's receipt of written notice from Contractor specifying the payment default.
- D. Either Party may terminate this Agreement for material breach, provided, however, that the terminating Party has given the other Party at least thirty (30) calendar days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating Party from exercising any other remedies for breach. The terminating Party shall endeavor to document any termination for cause or material breach in accordance with the Incident and Error Tracking procedure set forth herein; provided, however, that the effectiveness of any termination shall not be contingent upon such documentation. In such cases where deficiencies or misconduct by a Consultant are recurring or pervasive across multiple Assignments, Client may terminate the Agreement.
- E. Upon termination of an Assignment or this Agreement, Client shall make any undisputed outstanding payments to Contractor within thirty (30) calendar days. In the event the Parties dispute amounts owed by Client to Contractor upon termination, Client may retain all disputed amounts until the dispute is resolved in accordance with Section 13 of this Agreement.

Section 15. Limitation of Liability

OTHER THAN AS PROVIDED IN THIS AGREEMENT, CLIENT'S FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED IN THIS AGREEMENT, AND CLIENT SHALL HAVE NO OTHER FINANCIAL OBLIGATION TO CONTRACTOR IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT, SHALL CLIENT BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT FOR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

Section 16. Indemnification

Contractor shall defend, indemnify, and hold Client, and its employees, trustees, and agents, harmless from and against any and all liability arising from the negligence or intentional misconduct of Contractor, or of Contractor's employees, agents and Consultants, including but not limited to: (a) third-party claims for injury to persons or property damage; (b) claims arising from harm to students, including but not limited to sexual abuse or molestation; (c) liability arising from Contractor's or any Consultant's failure to comply with mandated reporter obligations under California Penal Code Section 11164 et seq.; (d) claims arising from unauthorized disclosure of student records or other violations of FERPA; and (e) liability from claims of intellectual property infringement, in each case to the extent of Contractor's fault. Contractor's indemnification obligations include, without limitation, reasonable attorneys' fees and court costs incurred by Client, and apply during the term of this Agreement, and shall survive the expiration or termination of this Agreement. Contractor's obligation to defend shall arise regardless of any claim or assertion that Client caused or contributed to the losses.

Section 17. Reporting of Work-Related Injuries

- A. Client warrants that its facilities and operations shall at all times during the Term of this Agreement comply in all material respects with all applicable federal, state, and local safety and health laws, regulations, and standards, including OSHA standards, and that Client will be responsible for providing Consultant site-specific safety orientation and any personal protective equipment that Client provides to its own employees performing similar functions at the same locations. Contractor shall be responsible for providing all profession-specific training, equipment, and tools required for the Consultant's performance of the Services.
- B. The Client will maintain a safe working environment consistent with Section 17(A) above. Client shall maintain records of any workplace injury, incident or exposure involving Consultants and shall make such records accessible to Contractor as permitted by applicable law. In the event of work-place injury, incident, or exposure, each affected Consultant shall contact their Client point-of-contact and report to the applicable treating department as per Client's protocol. Consultant shall also report work-place injury, incident, or exposure to Contractor concurrently with Client. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such updates to Contractor and any assigned Consultant.

Section 18. Proprietary Information

- A. Contractor agrees and understands that all writings (as defined in Evidence Code Section 250), technologies, procedures, processes, methods, ideas, compositions, assessments, reports, evaluations, and other work product prepared for, written for, or submitted to the Client and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source without the express permission of the owner. Contractor's Services are work for hire and Client shall retain copyright and ownership of all rights in work product created as a result of this Agreement.
- B. The Parties further agree as follows:
- (i) Work for Hire: Contractor's Services are work-for-hire, and accordingly, Client shall own, in perpetuity and worldwide, all rights to and flowing from the Services, including any work product, performed under this Agreement. Contractor hereby assigns to Client any and all rights that Contractor could have, may have, or does have in the Services and work product performed under this Agreement, including the right to secure and maintain the copyright, trademark, or patent of such matters in the name of Client.
 - (ii) Retention of Copyright and Ownership Rights: The Contractor represents and warrants that they are the sole owner of any intellectual property established prior to this Agreement and have full authority to retain ownership of any prior work. The Contractor agrees that any new work created by the Client in collaboration with the Contractor shall be considered Client intellectual property.

Section 19. Confidentiality

Each Party acknowledges that as a result of this Agreement, Confidential Information will be exchanged between the Parties. "Confidential Information" is defined as that information which is private to each Party but is shared by one to the other Party as required to accomplish this Agreement. It is agreed that neither Party will disclose any Confidential Information of the other Party to any person or entity. Neither will it permit any person nor entity to use said Confidential Information. The only exceptions will be: (a) information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) Disclosures as required by law, including without limitation the California Public Records Act (Gov. Code 6250 et seq.). Confidential Information of Client shall include, but is not limited to, student records, individualized education programs, assessment data, and any other information protected by FERPA, HIPAA, or applicable state privacy law. Confidential information of Contractor shall include, but is not limited to, any and all unpublished information owned or controlled by Contractor and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of Contractor and which is not generally disclosed to the public, including but not limited to employee information, technical data, and policies; provided, however, that the terms and pricing of this Agreement

shall not be deemed Confidential Information to the extent subject to disclosure under the California Public Records Act. If the receiving Party shall attempt to use or dispose of any of the confidential information, or any duplication or modifications thereof, in any manner contrary to the terms of the foregoing, the disclosing Party shall have the right, in addition to such other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

Section 20. Equal Opportunity

It is the policy of Contractor to provide equal opportunity to all Consultants for employment. Contractor and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity and expression, national origin, ancestry, age, disability, marital status, military or veteran status, medical condition, genetic information, or any other characteristic protected by applicable federal, state, or local law.

Section 21. Family Education Rights and Privacy Act.

Contractor shall comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Contractor or Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both Parties agree to protect these records in accordance with FERPA and/or Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities. [Contractor and Consultant(s) assigned to Client shall execute a FERPA Statement of Understanding and Certification outlining appropriate guidelines.]

Section 22. Force Majeure

Neither Party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable, or any other Force Majeure events. "Force Majeure Event" shall mean armed conflicts, famine, floods, epidemics, pandemics, acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, breakdown in communications. The Party affected by a Force Majeure Event shall promptly notify the other Party in writing and use commercially reasonable efforts to mitigate the effects thereof. Should a Force Majeure Event continue for more than sixty (60) calendar days, either Party may terminate this Agreement upon written notice to the other Party. Should a Force Majeure Event occur, Client's payment obligations shall cease for the duration of such Force Majeure Event, unless Consultant performs Services during such Force Majeure Event in which case Client shall pay Contractor the amounts set forth in the applicable CAC.

Section 23. Notices

- A. Any notice or communication required or permitted to be given under this Agreement or by law shall be in writing and served personally, delivered by courier, sent by United States certified mail, postage prepaid with return receipt requested, or sent by email, addressed to the other Party as follows:

<u>Notices to the Contractor shall be sent to:</u>	<u>Notices to the Client shall be sent to:</u>
Speech Pathology Assessment and Intervention Services Inc.	Tracy Unified School District
PO Box 994	1875 W Lowell Avenue
Tracy, California 95378	Tracy, California 95376

- B. Any such notices personally served or personally delivered shall be effective when received. All notices sent by certified mail shall be effective 48 hours after being deposited in the U.S. mail. Notices sent by email shall be effective upon transmission, provided the sender receives electronic confirmation of delivery and the notice is also sent by one of the other methods specified in this Section within two (2) business days. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section. A Party may change its address, email address, or contact person by notifying the other Party in writing.

Section 24. Fingerprinting and Criminal Records Check; Drug Free Workplace

- A. Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice. Contractor shall not permit any employees to have any contact with Client pupils until such time as Contractor has verified in writing to the Client that all employees have complied with Education Code Section 45125.1. Contractor shall execute the Fingerprinting/Criminal Background Investigation Certification attached hereto prior to performing any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

- (i) All site visits shall be arranged through Client;
- (ii) Contractor and Consultants shall inform Client of their proposed activities and location at the school site, allowing Client time to arrange site visits without a disruption to the educational process;
- (iii) Contractor and Consultants shall check in with the school office each day immediately upon arriving at the school site;
- (iv) Once at such location, Contractor and Consultants shall not change locations without contacting the Client;
- (v) Contractor and Consultants shall not use student restroom facilities; and
- (vi) If Contractor or Consultant who has not completed the criminal background check required by this Agreement finds themselves alone with a student,

Contractor and Contractor's employees shall immediately contact the Client's office and request that a member of the Client's staff be assigned to the work location. For the avoidance of doubt, Consultants who have completed all background checks required by this Agreement and Education Code Section 45125.1 may provide one-on-one services to students consistent with their professional scope of practice and the applicable CAC.

- B. Contractor shall execute the Drug-Free Workplace Certification attached hereto prior to performing any portion of the Services.

Section 25. General

- A. Entire Agreement

This Agreement, including the Exhibits and each CAC executed hereunder, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties in connection therewith. This Agreement may only be amended or modified by a written instrument signed by both Parties.

- B. Descriptive Headings

The descriptive headings in the Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

- C. Successors

This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective Parties hereto. Each Party agrees that there are no third-party beneficiaries to this Agreement.

- D. Assignment

Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party. Any purported assignment in violation of this provision shall be null and void.

- E. Attorney's Fees

In the event that either the Client or Contractor commences a legal proceeding under this Agreement, each Party shall pay their own attorney's fees.

- F. Severability

In the event that any term of provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state, or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

G. Governing Law and Venue

This Agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action arising out of or relating to this Agreement shall be the Superior Court of the State of California, County of San Joaquin.

H. Survival

The obligations of the Parties under the Confidentiality, Proprietary Information, FERPA, Indemnification, Limitation of Liability, and Payment provisions of this Agreement shall survive the termination or expiration of this Agreement and shall be in full force and effect notwithstanding such expiration or termination. The Parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement.

I. Ratification

This Agreement is subject to approval or ratification by Client's Board of Education.

J. Authorized Representative

Each Party acknowledges that the representative executing this Agreement on its behalf is authorized to execute such Agreement and bind such Party.

[Signatures follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**TRACY UNIFIED SCHOOL
DISTRICT**, as Client

Tania Salinas
Associate Superintendent of
Business Services

Date: _____

**SPEECH PATHOLOGY
ASSESSMENT AND
INTERVENTION SERVICES INC.**,
as Contractor

ramu kukkunuru

ramu kukkunuru (Sep 14, 2026 20:01:47 PDT)

Ramu Kukkunuru
President

Date: **09/14/2026** _____

Exhibit A

SPAIS Services of Speech Language Pathologist (SLP)

Speech Language Pathologist (SLP): A specialist sometimes called Speech Therapist (ST) or Speech Pathologist (SP) or Speech Language Therapist (SLT) with a role to assess, identify, diagnose, intervene, and help prevent speech, language, cognitive-communication, voice, swallowing, fluency, and other related communication disorders.

Speech Language Pathologists usually have an M.S, or M.Sc., or M.A, or Ph. D in their specialty, as well as a Certificate of Clinical Competence (CCC) earned by working under supervision. The CCC is awarded and regulated by the American Speech-Language-Hearing Association (ASHA). Some states in the US also require a state license. Once these licenses have been earned, the licenses and certifications are to be maintained by earning continuous education credits by participating in professional development activities. The SLP-CF (Speech Language Pathologist – Clinical Fellow) candidates will have earned a Masters degree or a similar degree in the field and practice the profession under the guidance/supervision of a licensed SLP while holding a temporary state license/RPE (Required Professional Experience) in the state of CA/CF status (where applied) to earn permanent license (to be maintained by earning CEUs periodically) to continue practicing the profession. They may also earn a clear 'clinical or rehabilitative services credential' in the field issued by the California Commission on Teacher Credentialing (CTC of CA).

Nature of work: A Speech Language Pathologist works with a full range of communication disorders including the following:

- Evaluate and diagnose speech, language, cognitive-communication, and swallowing disorders. A variety of qualitative and quantitative assessment methods are utilized including standardized tests, and other special instruments, in order to analyze and diagnose the nature and extent of speech, language and other impairments.
- Treat speech, language, cognitive-communication, and swallowing disorders in individuals of all age levels, from infancy to the elderly, utilizing an individual plan with both long-term goals and short-term goals established for each individual's needs.
- Clinical services may be provided individually or within groups, depending upon the work site and individual's diagnoses and needs. Monitor patients'/client's progress and adjust treatments accordingly.
- Consult with and advise team on speech-language and hearing topics such as communication strategies and speech language stimulation. Instruct patients and family members in strategies to cope with.
- Refer clients to additional medical or educational services as needed.
- Follow and comply with local and state educational/healthcare guidelines and laws.

Exhibit [B] – Consultant Assignment Confirmation

This Consultant Assignment Confirmation ("Agreement - Exhibit B") is entered into on _____ by and between Speech Pathology Assessment and Intervention Services Inc. (the "Consultant") and **Tracy Joint Unified School District (The "Client")** collectively referred to herein as "the Parties." **The Parties agree to the below:**

Associate Name: Brenda Cortes	Assignment Dates: 07/22/2026 - 06/30/2027
District Name and Address: Tracy Joint Unified School District 1875 W. Lowell Avenue, Tracy, CA 95376	Schedule: 8hr./day Monday-Friday per school calendar year
District Telephone Number:: 209-830-3270	Hours Per Week: 40
District Department Director Name: Jason Davis	Estimated Caseload:
Billing Address:1875 W. Lowell Avenue	Approved Time Off:
Billing Telephone Number: 209-830-3270	Bill Rate: \$127.50/hour
Billing Contact Info: Assistant to the Director of Special Education	Overtime/Holiday Rate:
Billing Email Address:spedbilling@tusd.net	*Mileage Reimbursement:
Timesheet Approver Email Address and Name: Secretary to the Director of Special Education, mfedelin@tusd.net	First Day Details:

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

Mileage Reimbursement: billed and reimbursed at IRS rate. Applicable when Associate commutes to more than 1 working location per day.

Cancellation of Services: A minimum 20 working day written notice must be given to Consultant directly for cancellation or early termination of contract.

Payment Terms: Payment is due in full within thirty (30) days of invoice.

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))

Client acknowledges and agrees that this Consultant Assignment Confirmation contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the Client Services Agreement. If there is a conflict between the terms of this Consultant Assignment Confirmation and the Client Services Agreement, the terms of Client Services Agreement shall prevail.

(a) Associate enters into this Agreement as an independent contractor and not as an employee of Client. Consultant 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 Consultant are employees, agents, contractors or subcontractors of Consultant and not of Client. Client shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

(b) Consultant 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 the Consultant herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by Client. Client reserves the right to adjust its insurance requirements as needed.

(c) Associate ☒ 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, Consultant 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 Consultant and/or its employees.

(d) Consultant agrees to hold harmless and to indemnify Client for: Any injury to person or property sustained by Consultant or by any person, firm or corporation employed directly or indirectly by Consultant 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 Consultant, or any person, firm or corporation directly or indirectly employed by Consultant under this Agreement, and Consultant 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 herein provided shall be construed to require Consultant 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.

[END OF EXHIBIT "B"]

**CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the Tracy Unified School District (the "District") that I am a representative of the Contractor currently under contract with the District pursuant to a Client Services Agreement (the "Contract"); that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- ☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site (meaning any Client-specified location where Services are to be performed), that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- ☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date:	<u>09/14/2026</u>
Proper Name of Contractor:	<u>Speech Pathology Assessment and Intervention Services</u>
Signature:	<u> ramu kukkunuru (Sep 14, 2026 20:01:47 PDT)</u>
Print Name:	<u>Ramu Kukkunuru</u>
Title:	<u>President</u>

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: Brenda Cortes

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT: CLIENT SERVICES AGREEMENT between Tracy Unified School District ("District") and Speech Pathology Assessment and Intervent ("Contractor").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

[continued on following page.]

DRUG-FREE WORKPLACE CERTIFICATION

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 09/14/2026

Proper Name of Contractor: Speech Pathology Assessment and Intervention Services

Signature: 
ramu kukkunuru (Sep 14, 2026 20:01:47 PDT)

Print Name: Ramu Kukkunuru

Title: President

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT: CLIENT SERVICES AGREEMENT between Tracy Unified School District ("District") and Speech Pathology Assessment and Intervention ("Contractor").

This Tobacco-Free Environment Certification form is required from the Contractor.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on District property.

Date:	<u>09/14/2026</u>
Legal Name of Contractor:	<u>Speech Pathology Assessment and Intervention Services</u>
Signature:	<u> ramu kukkunuru (Sep 14, 2026 20:01:47 PDT)</u>
Print Name:	<u>Ramu Kukkunuru</u>
Title:	<u>President</u>

SPAIS Client Services Agreement_TUSD_SY2026-27 9.1.26

Final Audit Report

2026-09-15

Created:	2026-09-15
By:	ramu kukkunuru (resourcemanagement@spaispc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5GXulpqPf-T6roPJRCpkZyAd3gNNHSCD

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