MASTER CONTRACT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

This Master Contract for Nonpublic, Nonsectarian Agency Services ("Master Contract") is entered into by and between Partners in Special Education, Inc., a Nonpublic, Nonsectarian Agency (hereinafter referred to as "PSE") and River Oaks Academy hereinafter referred to as "Client") for the purpose of providing special education and/or related services to students with exceptional needs under applicable state and federal law.

1. **NPA Certification**. PSE is certified by the California Department of Education ("CDE") as a nonpublic, nonsectarian agency ("NPA"). All services shall be provided consistent with the areas of certification specified by the Notice of Nonpublic, Nonsectarian Agency Certification ("NPA Certification") issued by the CDE. A current copy of PSE's NPA Certification is attached hereto as Exhibit A.

2. **Term of Master Contract**. The term ("Term") of this Master Contract shall be from July 1, 2026 to June 30th, 2027. Neither party is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30th, 2027. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1st of the new fiscal year.

3. **Individual Services Agreement**. Client shall develop an Individual Services Agreement ("ISA") for each student to whom PSE is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of Client pursuant to Education Code section 56366(a)(2)(A).

4. **Services Provided Under this Master Contract**. For each student assigned to PSE by Client, PSE will provide special education and/or related services that PSE is authorized by the CDE to provide under its current NPA Certification ("Related Services") consistent with the student's Individualized Education Program ("IEP") and as specified in the ISA. The Related Services are described in more detail in Exhibit B. Changes in Related Services will only be made on the basis of revisions to a student's IEP. Nothing herein shall obligate PSE to provide any services unless PSE agrees in advance to do so and the provision of services are dependent upon PSE Personnel availability as determined by PSE in its sole discretion.

4.1 **Commencement of Services to Students**. To assign a student to PSE for Related Services under this Master Contract, Client will provide PSE with written notice of the assignment, which written notice will provide the student's name, IEP and other information needed for PSE to render the Related Services. Upon such assignment, PSE will contact parents, students and/or teachers, as appropriate in each case, for the purpose of commencing services. PSE will promptly notify Client in the event PSE is unable to provide the requested service. Client agrees to use any form PSE may provide to Client for the purpose of assigning students for provision of Related Services.

4.2 **Termination of Related Services to Students**. PSE will continue to provide Related Services to any student assigned to PSE unless (i) a student's IEP is amended to discontinue such services, or (ii) Client instructs PSE to withhold provision of such services to the student.

4.3 **Individualized Educational Plans**. Client will provide PSE with all records reasonably necessary for PSE's provision of the Related Services. Such records include but are not limited to, existing and prior IEPs, cumulative files, health records, and psychological and health reports. Client will provide PSE with fifteen (15) calendar days advance written notice of all IEP meetings concerning students for whom PSE renders any Related Service.

4.4 **Unexcused Absences**. PSE will notify Client if an assigned student to whom PSE is providing Related Services has two consecutive unexcused absences. Such notification may be provided to Client by email addressed to such person(s) as Client may direct. Upon such notice, Client will be responsible for further notice and communication with the student's parent or guardian and, if necessary, for convening an IEP team meeting to discuss the continuation of special education services.

4.5 **Location of Services**. PSE will provide the Related Services at Client's school sites and, if mutually agreed in writing, at other sites that are identified and provided by Client. Client is responsible, at no charge to PSE, for providing sites adequate for PSE to serve assigned students, which shall include the provision of space for PSE employees to work. If the students' IEP expressly requires Related Services at the student's residence or other location identified in the IEP, then PSE may provide service at the locations required by the IEP if PSE is authorized to do so by its NPA Certification.

4.6 **Long-Term Assignment of PSE Employees**. Client may request, and PSE may allow at its sole discretion, specific employees of PSE to be assigned to Client for the provision of requested and contracted services for semester length periods of time. If Client requests such assignment of employees, Client shall do so in writing to PSE and shall furnish the PSE employee with an adequate workspace (including desk, parking, and secure file location) for the period of assignment. In the instance of assignment, the PSE employee shall continue to bill on the basis of hourly work completed and shall not bill for time periods when he/she is not performing work on behalf of Client. The PSE employee shall be permitted to stay at the location of assignment in between working periods, but shall not bill for such time, unless performing work for the Client. The PSE employee assigned to a Client location may continue to perform services for other clients when on assignment, so long as the PSE employee is not "double-billing" time. The assignment of the PSE employee in no way creates an employer-employee relationship between the PSE employee and Client. At all times, PSE (and, therefore its employees) shall be independent contractors of Client.

4.7 **Subcontracting of Services**. PSE may subcontract for special education and/or related services to be provided under this Master Contract. Subcontractors shall be permitted provide services under this Master Contract only if they hold the proper licenses, certifications, and/or credentials to provide such services and if they have undergone and cleared criminal background checks through the Department of Justice Live Scan fingerprinting test.

5. **Payment for Services**. In consideration for the Related Services provided by PSE, Client will pay PSE pursuant to the rates outlined in Exhibit B. PSE shall charge for time incurred by PSE employees in providing the Related Services requested by Client in writing and will also charge for time incurred for activities undertaken by PSE employees to provide such services to Client including, but not limited to, time incurred in meetings, correspondence, preparation of reports, telephone conferences, IEP development, and research, and preparation.

5.1 PSE reserves the right to charge Client and Client agrees to pay for ordinary and reasonable expenses, including but not limited to travel and administrative expenses, that may be incurred by PSE in providing Services to Client, and which shall be charged at the hourly rate of the PSE employee providing the service. Any such charges will be pre-approved by the Client.

5.2 On a monthly basis, PSE will provide to Client a detailed invoice identifying the date and nature of each of the Related Services performed by PSE Personnel, the time incurred, rate charged and related costs, if any. The monthly invoice will also include the total charge for the month. Invoices will be

due and payable on a timely basis, but no later than thirty (30) days after the date of the invoice. Interest at the annual rate of 10% will be assessed on all amounts due, but not received, within thirty (30) days of the invoice date. PSE reserves the right to withhold services if invoices are not paid in a timely manner.

5.3 All scheduled instruction and therapy appointments will be charged for unless PSE receives notice of cancellation at least twenty-four (24) hours in advance of the scheduled instruction or therapy appointment. Notice of cancellation cannot be communicated on weekends or holidays.

5.4 If Client disputes a charge on a PSE invoice then Client must notify PSE in writing of the charge disputed and the basis of the dispute and such written notice must be delivered to PSE within fifteen (15) days of Client's receipt of the disputed invoice. Both PSE and Client shall use reasonable good faith efforts to resolve the dispute. If the dispute is not resolved, then either party may terminate this Master Contract as provided for in Paragraph 9 and to seek damages or other legal remedy as authorized under this Master Contract. In the event that Client disputes only a portion of any invoice, Client shall make timely payment of the undisputed portion of said invoice, if any.

6. **Compliance with Laws, Statutes and Regulations**. Client and PSE will comply with all applicable state and federal laws concerning the provision of Related Services under this Master Contract.

7. **Maintenance of Records**. All records shall be maintained by PSE as required by state and federal laws and regulations. PSE shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. All cumulative files, IEP, and health records of Client's students shall be Client's property. Upon termination of this Master Contract, PSE will deliver such records to Client. PSE is entitled to inspect and copy any record or file in any way relating to the provision of Related Services to any of Client's students. Such inspection and copying is acknowledged herein to be reasonably necessary to PSE's provision of Related Services under this Master Contract or to PSE's evaluation or defense of any claim, actual or threatened, that relates to PSE's provision of Related Services. Any inspection or copying under this subsection will comply with applicable privacy laws including the Family Educational Rights and Privacy Act.

7.1 **Student Attendance Tracking**. PSE will record student attendance for Related Services performed by PSE under this Master Contract. PSE tracks student attendance to these appointments on a monthly basis and, upon request, can provide Client with reports within fifteen (15) business days after month's end. Except for PSE's obligation to record and, on request, report student under 3(a) above, Client will be responsible for maintaining all school attendance records for students who received Related Services from PSE. Nothing in this Master Contract obligates PSE to track or calculate the Client's general average daily attendance.

8. **Staff Qualifications**. All services will also be provided within the professional scope of practice of each PSE Personnel's (defined herein below) license, certification and/or credential. PSE will make available to Client a list of all employees and subcontractors providing Related Services under this Master Contract (all persons on such list are referred to as the "PSE Personnel"), which list will state each person's credentials, licenses, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services. PSE will notify Client in writing within forty-five (45) days of any credential or licensed personnel changes. PSE will provide copies of current valid state credentials and licenses for all PSE Personnel as necessary for providing Related Services. All PSE Personnel providing services to students under this Master Contract will have signed the mandated reporter statement under Penal Code section 11165.5 and copies of the statements will be provided to Client. All PSE Personnel providing services to students will

undergo criminal background checks through the Department of Justice Live Scan fingerprinting test. PSE shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

9. **Termination**. Either party may terminate the Master Contract or ISA for cause by providing the other party with twenty (20) days' advance written notice, which notice shall specify the reason for the termination based on cause. Cause sufficient to terminate this Master Contract shall include any material breach of the terms and conditions of this Master Contract, including Client's failure to timely pay PSE. Either party may terminate the Master Contract for any reason (without cause) by providing the other party with sixty (60) days advance written notice. Termination by either party shall not relieve the Client of obligations under this Master Contract to pay for services provided.

10. **Indemnification**. PSE shall defend, indemnify and hold Client, its directors, officers, employees and agents free and harmless from and against all claims, demands, suits, causes of action, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees) incurred by Client as the result of any breach by PSE of its obligations under this Master Contract or the negligence of PSE. Client shall defend, indemnify and hold PSE, its directors, officers, employees and agents free and harmless from and against all claims, demands, suits, causes of action, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees) incurred by PSE as the result of any breach by Client of its obligations under this Master Contract or the negligence of Client or its agents.

11. **Insurance**.

11.1 **PSE Insurance**. At all times during the term of this Master Contract and at its own expense, PSE shall maintain general liability insurance covering all activities of PSE Personnel in the performance of this Master Contract at Client's school site with coverage limits in the amount of at least One Million Dollars ($1,000,000.00) for any incident and Two Million Dollars ($2,000,000.00) aggregate. PSE will provide Client with a certificate of insurance naming Client as an additional insured under such policy.

11.2 **Client Insurance**. At all times during the term of this Master Contract and at its own expense, Client shall maintain general liability insurance covering all activities of Client's employees and agents in the performance of this Master Contract at Client's school site with coverage limits in the amount of at least One Million Dollars ($1,000,000.00) for any incident and Three Million Dollars ($3,000,000.00) aggregate. Client will provide PSE with a certificate of insurance naming PSE as an additional insured under such policy.

11.3 In accordance with legal requirements and at all times during the term of this Master Contract, Client and PSE will each maintain worker's compensation insurance covering all activities of their employees in the performance of this Master Contract.

12. **PSE Proprietary Information**. "PSE Proprietary Information" means materials, processes and practices used by PSE in the performance of the Master Contract including, but not limited to, PSE's printed materials, PSE's forms and manuals, PSE's procedures and policies, PSE's software and programs, PSE's educational materials, and the List of PSE Personnel. Client shall maintain the confidentiality of PSE's Proprietary Information and shall not use or disclose PSE Proprietary Information except as required by law, as required for the performance of this Master Contract or as otherwise authorized by PSE in writing. Client shall notify PSE immediately upon discovery of any unauthorized use or disclosure of PSE proprietary information and will

cooperate with PSE in every reasonable way to help PSE regain possession of the PSE Proprietary Information and prevent its further unauthorized use. Upon termination of this Master Contract, Client shall return all originals, copies, reproductions and summaries of PSE Proprietary Information. Client acknowledges that monetary damages may not be sufficient remedy for unauthorized disclosure of PSE Proprietary Information, that such disclosure will result in immediate and irreparable harm and that PSE shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relied upon unauthorized use or distribution of PSE Proprietary Information. All PSE Proprietary Information is and shall remain the sole property of PSE.

13. **Notices**. Any notice required or permitted to be given under this Master Contract shall be written communication by U.S. Mail by registered and postage prepaid, or by confirmed facsimile message, electronic mail, or personal delivery, and shall be directed by one party to the other at its respective address as follows:

Notice to School:
School Name: River Oaks Academy
Attn. Maria Montagne
Address: 920 Hampshire Road Suite X
Westlake Village, CA 91361
Phone: 805-777-7999
Email: maria.montagne@roavc.com

Notice to NPA:
Partners in Special Education, Inc.
Attn: John Kim
320 N. Halstead Street, Suite 110
Pasadena, CA 91107
Phone: (626) 921-8283
Email: johnkim@partnersped.com

13.1 Either party may change its address to which notices or requests shall be directed by written notice on the other party, but until such change of address has been received by the other party, any notice sent to the above addresses shall be effective upon mailing or confirmed transmission or delivery and shall be considered as having been received.

14. **Non-Solicitation**. Unless with the advance written authorization of PSE, which PSE may refuse for any reason, during the Term of this Master Contract and for a period of one (1) year following the termination of this Master Contract, Client will not solicit, hire or contract with any PSE Personnel. Client acknowledges that such solicitation, hiring or contracting will result in immediate and irreparable harm to PSE for which monetary damages will not be a sufficient remedy and that PSE shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief.

15. **Arbitration**. Any controversy or claim arising out of or relating to this Master Contract or the breach thereof shall be settled by arbitration administered by JAMS/Endispute in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All proceedings relating to the arbitration shall be conducted in Los Angeles, California.

16. **General Provisions**.

16.1 Successors in Interest. This Master Contract shall be binding upon and inure to the benefit of all the parties' successors and assigns.

16.2 Force Majeure. Certain acts of PSE and Client required by this Master Contract to be completed within a specified time shall be subject to excusable delays as defined herein. The term "excusable delays" shall be deemed to mean any delays caused by or due to fire, the elements of nature, casualties, strikes, lockouts or other labor troubles, governmental regulations, shortages of material, or supplies, or any

cause, whether similar or dissimilar to the foregoing, beyond the control of the parties and which affects their respective abilities to perform the Master Contract.

16.3 Headings. The headings of the several sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Master Contract.

16.4 Entire Agreement. The provisions of this Master Contract contain the entire agreement between the parties and supersede and cancel all prior provisions, negotiations, agreements and commitments (whether oral or in writing) with respect to the subject matter hereof.

16.5 Attorney's Fees. In any dispute arising hereunder, the party prevailing shall be entitled to recover from the other party all of its reasonable attorneys' fees and costs incurred in such proceeding, in addition to any affirmative or injunctive relief which it may receive.

16.6 Governing Law. The construction and performance of this Master Contract will be governed by the internal, substantive laws of the State of California.

16.7 Incorporation of Exhibits. All exhibits attached to this Master Contract and described within its text are hereby incorporated within this Master Contract as though set forth in full.

16.8 Severability. If any provision of this Master Contract is held by a court of competent jurisdiction to be invalid, or unenforceable, unless the invalidity or unenforceability would defeat an essential purpose of the Master Contract, the remaining provisions of the Master Contract shall nevertheless continue in full force without being impaired or invalidated in any way.

16.9 Counterparts. This Master Contract may be signed in counterparts, each of which shall constitute an original document, but together shall constitute one and the same instrument.

16.10 Amendments. No amendment, change or modification of this Master Contract shall be valid unless in writing and signed by the parties hereto.

16.11 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

16.12 Independent Counsel. The parties acknowledge that they have each been represented by their own counsel and that both parties have participated in the drafting of this Master Contract such that for the purposes of interpretation of contract there shall be no presumptions construing the Master Contract most strongly in favor of or against either party.

16.13 Independent Contractor Relationship. The relationship between the parties hereto is that of independent contractors and nothing herein shall create any partnership, agency or join venture between the parties.

16.14 The use herein of the singular form also denotes the plural form, and the use of the plural form herein also denotes the singular form, as in each case the context may require. The use herein of any gender word (such as “he” or “his”) includes both the male and female genders.

16.15 This Master Contract is entered into solely for the benefit of the parties. It is not for the benefit of nor may it be enforced by any third party. Except as otherwise expressly stated herein, Client and PSE have no intention whatsoever of creating third party beneficiaries of this Master Contract including, without limitation, those students served by PSE pursuant to this Master Contract.

16.16 Upon request, the parties will provide each other with a list of officers and directors and such other information as each party may reasonably require for the purpose of assessing any conflict of interest.

IN WITNESS WHEREOF, each of the parties has caused this Master Contract to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

School: River Oaks Academy	**NPA:** Partners in Special Education, Inc.
By: _____	By: _____
Name: _____	Name: John Hall, Jr.
Title: _____	Title: President
Date: _____	Date: _____

EXHIBIT A
NONPUBLIC AGENCY CERTIFICATION

(enclosed)

Partners in Special Education
320 North Halstead Street, Suite 110
Pasadena, CA 91107

EXHIBIT B
SPECIAL EDUCATION NPA RELATED SERVICES FEE SCHEDULE 26-27

Services to be billed in fifteen (15) minute increments after the initial hour.

No minimum student requirements.

- Absences or No-Shows with less than 24-hour notice will be billed for the length of scheduled service not to exceed 1 hour.
- The provision of Support Services by PSE providers is dependent upon availability as determined by PSE.
- Client approval of any time needed for initial review of records and initiation of services for complex cases, will be confirmed in advance.
- IEP meeting participation, evaluations, progress reports and report writing are billed at the provider's hourly rate.

PSE is authorized to provide the following related services under its NPA Certification from 1/1/2026 through 12/31/2026.

The list of Related Services that PSE is able to provide under this Master Contract shall automatically be expanded or limited to only those NPA services that PSE is authorized by the CDE to provide under its then current NPA Certification.

Services	Hourly Rate
Adapted Physical Education Services	$125.00 per hour
Adapted Physical Education Groups (2-3)	$160.00 per hour
Assistive Technology Services	$150.00 per hour
Audiological Services	$150.00 per hour (2 hour minimum per ISA)
Behavior Intervention Aide	$70.00 per hour
Deaf and Hard of Hearing Services	$150.00 per hour (2 hour minimum per ISA)
Mental Health Clinician Services	$135.00 per hour
Mental Health Clinician Group (2-3)	$180.00 per hour
Occupational Therapy Services	$135.00 per hour
Occupational Therapy Group (2-3)	$180.00 per hour
Physical Therapy Services	$135.00 per hour
School Nursing Services	$135.00 per hour
School Psychology Services	$135.00 per hour
Sign Language Interpreter (ASL)	$150.00 per hour
Speech and Language Services	$135.00 per hour
Speech and Language Group (2-3)	$180.00 per hour
Visual Impairment Specialist	$150.00 per hour
*Travel	*Hourly rate as described above

Any services performed in excess of eight (8) hours in a single day by the same PSE employee will be billed at 1.5 times the applicable hourly rate. To avoid additional charges, a meal break must be provided within the first five (5) hours of any scheduled shift.