SERVICE AGREEMENT

This Service Agreement ("Agreement") by and between Next Level Speech Therapy, P.C. ("NLST"), a Washington professional service corporation, and Goose Creek CISD ("Client" or "District") (together, the "Parties") is entered into on this 30th day of October, 2026 (the "Effective Date").

BACKGROUND

NLST is committed to working with clients to provide exceptional and compliant speech therapy services to students. NLST provides supplemental staffing to public and private schools to help all stakeholders meet their speech therapy goals. NLST provides unique and individually-tailored solutions for public school districts and private schools—big or small. NLST separates itself from other speech therapy service providers by: (1) staffing SLPs; (2) offering in-person and teletherapy options; (3) not having any hidden fees; (4) not having a minimum hours requirement; and (5) employing SLPs licensed to work in all states.

Client desires to contract with NLST to obtain speech language pathology services.

NLST and Client desire to engage with one another on the mutually beneficial terms and conditions of this Agreement.

In consideration of the premises and mutual promises contained herein, the Parties agree as follows:

1. SERVICES.

NLST will provide Client with qualified and credentialed clinicians and educators including but not limited to speech-language pathologists ("SLP(s)") speech-language pathology assistants ("SLPA(s)"), paraeducators, (collectively "Providers") to provide therapy and instructional services (collectively "Services") to Client's students who are in need of such services. As further specified in Section 5 (Service Schedules) below, the specific Services to be provided will be in accordance with Service Schedules executed by the Parties.

1.1 Services Available Through SLPs. SLPs evaluate, diagnose, and treat students with speech and language impairments. Services offered by NLST's SLPs include but are not limited to:

(a) Developing and implementing Individual Education Program ("IEP') Goals IEPs;

(b) Providing direct, indirect, and consultative speech therapy services on site, at the locations specified in the Service Schedule(s) agreed to by the Parties or telecommunications ("Teletherapy") in accordance with the Individualized Education Program ("IEP") of each student;

(c) Evaluating students, when requested by Client, to determine eligibility services and assistance with instructional recommendations for speech and language, including but not limited to speech production, language, pragmatics, fluency, voice, resonance, and aural rehabilitation;

(d) Collaborating with educational teams, and documentation of student progress;

(e) Providing staff support with classroom interventions, language support, potential accommodations, and necessary training on student-specific needs;

(f) Teaching that is consistent with regional language differences versus disorders; and

(g) Providing supervision to SLPAs in accordance with ASHA and state licensure guidelines.

NLST's SLPs practice in accordance with federal and state education laws, district policies, and the ASHA Code of Ethics, ensuring services are evidence-based, culturally responsive, and aligned with students' educational needs.

1.2 Services Available Through SLPAs. SLPAs support the delivery of school-based speech and language services under the supervision of a licensed SLP. Services offered by NLST's SLPAs include but are not limited to:

(a) Providing therapy as directed by the supervising SLP;
(b) Documenting student performance; and
(c) Preparing materials, and assisting with clerical duties related to service delivery.

NLST's SLPAs work within the scope of practice outlined by ASHA, applicable state regulations, and district policies, and must comply with all professional and ethical standards, including the ASHA Code of Ethics and Scope of Practice for SLPAs. SLPAs do not evaluate, diagnose, or independently develop treatment plans.

1.3 Services Available Through Paraeducators. Services offered by paraeducators will include but are not limited to:

(a) Assisting Client's and/or NSLT's SLPs and SLPAs with preparing materials;
(b) Escorting students to and from Services;
(c) Maintaining records and data;
(d) Working with students who have assistive technology needs;
(e) Implementing treatment plans;
(f) Managing student behaviors and non-instructional needs using their discretion and as directed by SLPs and SLPAs; and
(g) Performing routine clerical and supportive tasks for instructional personnel.

2. TERM.

NLST agrees to furnish Client with Services during the initial term of 11/2/2026 (Start Date), through 06/30/2027 (End Date), unless terminated earlier pursuant to Section Three (3) (Termination) below.

3. TERMINATION.

This Agreement or the provision of any specific Services being provided under any applicable Service Schedule (Exhibit A) may be terminated, in whole or in part, by either party by providing at least thirty (30) days' prior written notice to the other party's authorized representative, except that NLST may immediately terminate this Agreement for payment default under Section 11.2.

For purposes of this Agreement, "Reserved Services" means any Services, or portion of Services, identified in an applicable Service Schedule for which NLST has assigned, allocated, committed, or reserved provider capacity to provide Services to Client, whether or not NLST has begun providing such Services.

If Client terminates Reserved Services, in whole or in part, Client shall remain responsible for the fees in Services performed up to (and as of) the date of termination.

4. FEES AND PAYMENT.

Client shall be responsible for paying NLST in accordance with the Services identified in each Service Schedule agreed to by the Parties. **This includes Services rendered by NLST to Client.** If NLST is unable to timely any portion of a service line or other itemized Services in a Service Schedule, Client may, upon written notice to NLST, cancel only the affected unfilled portion, or reduce the applicable quantity, hours, or FTE by the unfilled amount, without penalty or cancellation fee. **If the commencement of Services is**

delayed due to NLST's inability to staff the Services, fees for that portion shall be prorated so that Client is not charged until NLST commences providing such portion of the Services.

Except as expressly provided above, Client further agrees to pay the full amount set forth in the applicable Service Schedule regardless of whether Client actually utilizes all Services identified therein, in accordance with the Texas Prompt Payment Act. In the event that NLST is required to provide additional Services beyond the Services contemplated by the Service Schedule, NLST shall be entitled to bill Client for those additional services in accordance with the terms of the Service Schedule. Client agrees to pay NLST all amounts due within 30 days of NLST's invoice date. Sales tax and credit card processing fees will be charged separately, if applicable, and are not included in the fees outlined in the Service Schedule.

If a student cancels or does not show for a group session, this time will be considered indirect therapy without any reimbursement to Client. However, Provider will utilize the booked time to perform his or her other job responsibilities and duties for the role with Client. Provider will inform Client of each instance when this situation arises, so that Client can promptly identify additional areas where Provider could be of proper assistance and utilization.

5. SERVICE SCHEDULES.

NLST shall supply Providers to Client as requested from time to time on one or more Service Schedules in a form substantially similar to Exhibit A, each of which shall be signed by each party's authorized representative. Any material changes to the assignments of Providers, rates, or other terms will be mutually agreed to in writing. Such agreed upon Service Schedules shall be incorporated by reference as if fully set forth in this Agreement. In the event of any conflict between any Service Schedule and this Agreement, this Agreement shall prevail.

6. RELATIONSHIP OF THE PARTIES.

Under this Agreement, NLST will provide Providers to work on assignment to Client. The Parties acknowledge and agree that (a) NLST is an independent contractor with respect to all staffing services provided to Client; and (b) NLST shall be the employer of record with regard to all Providers assigned by NLST to Client. Nothing in this Agreement should be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee between NLST and Client. In addition, this Agreement should not be construed to create any joint employment or any other relationship between Client and any Provider. Neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligations, express or implied on behalf of the other party. Indeed, this Agreement does not alter the employment relationship between NLST and its employees.

7. PERFORMANCE OF NLST PROFESSIONALS.

Within the first forty (40) hours worked by any Provider, Client shall review the performance of the Provider and decide whether to continue the engagement of such Provider. If Client is dissatisfied with the performance of any Provider, and Client wishes NLST to terminate the assignment of such Provider, Client must notify NLST within the initial forty (40) hour period, specifying the reasons for its dissatisfaction. Should Client exercise this right and provide timely notice, NLST will promptly assign another Provider to Client, provided that doing so is feasible. If Client becomes dissatisfied with the performance of a Provider after the initial forty (40) hour period, Client may provide written notice requesting that NLST terminate the assignment of that Provider.

NLST retains the discretion to assign or reassign Providers as it sees fit. NLST also retains discretion to utilize any combination of Providers to provide any and all Services specified in the applicable Service Schedule(s), but will attempt to maximize the consistency of placed Providers as experienced by Client's students.

Client shall reimburse NLST for all ordinary, necessary, and reasonable travel expenses incurred by Provider(s) while performing services on behalf of Client that require Provider to travel away from Client's primary job site. For other expense items, Client shall reimburse NLST according to the approved expenses identified in Exhibit A.

8. NLST'S DUTIES AND RESPONSIBILITIES; DECLINATION OF SERVICES.

8.1 NSLT agrees to performing the following duties and responsibilities under this Agreement:

(a) Conduct pre-employment screening to determine if the Provider is qualified to perform the Services requested by Client;

(b) Conduct background and/or record checks for Providers as required by applicable federal, state, local laws, and in accordance with Client's policies and procedures;

(c) Comply with applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987

(d) Ensure that remote Providers have a laptop computer or similar device that will permit them to perform the essential functions of their job;

(e) Pay wages and provide other benefits to Providers as NLST deems appropriate;

(f) Pay, withhold, and transmit payroll taxes and other deductions, withholdings and contributions under applicable law;

(g) Provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle any unemployment or workers' compensation claims involving Providers;

(h) If required by Client, require Providers to sign agreements addressing confidentiality and assignment of intellectual property rights agreement before they begin their assignments to Client;

(i) Work with Client to assess and provide reasonable accommodation requests from Providers as required by law;

(j) Maintain written records of assessment plans, evaluations, IEPs and provision of services to Client and provide such records to the Client as mutually agreed upon with Client;

(k) Provide Providers with any paid or unpaid leave and related benefits as may be required under federal, state, or local laws; and

(l) Remain solely responsible for managing, disciplining, and terminating the employment of its Providers.

8.2 NLST, through its providers, may decline to provide Services to a student if:

(a) Teletherapy is deemed inappropriate for the student's circumstances, and in-person Services are not possible;

(b) The Provider does not communicate sufficiently well in the non-English native language of the student; or

(c) Servicing the student would create a conflict with the ASHA Ethics and Scope of Practice or any appliable federal, state, or local requirements or guidelines.

9. SUBSTITUTE PROVIDERS.

In the event that a Provider is unable to provide Services for any reason, NLST shall make commercially reasonable efforts to secure a substitute Provider to complete the placement as soon as reasonably possible. If Services are provided in-person, Client agrees that NLST may utilize Teletherapy to provide such Services during the time necessary to secure a substitute in-person Provider.

10. CLIENT'S DUTIES AND RESPONSIBILITIES.

10.1 Client agrees to perform the following duties and responsibilities under this Agreement:

(a) Prior to the assignment of Provider(s), sign a Service Schedule in a form substantially similar to Exhibit A.

(b) If Services are being rendered in-person, provide a safe work environment for Provider to perform Services;

(c) Comply with federal, state, and local laws, including, but not limited to, those prohibiting harassment, discrimination, and retaliation; and provide a complaint process for reporting violations of Client's anti-discrimination policies;

(d) Immediately report to NLST any incident or complaint involving any Provider that alleges violations of Client's policies or applicable law; and report to NLST the outcome of Client's investigation into any such complaints;

(e) Comply with all applicable safety and health laws, including, but not limited to, the federal and state laws such as the Occupational Health and Safety Act (OSHA) and other similar federal, state and local laws;

(f) Notify NLST immediately in the event of an accident or medical treatment of Provider, and provide a completed report of injury; and cooperate with NLST should it deem it necessary to conduct its own investigation, including by granting access to Client's premises;

(g) Provide notice to NLST of any incidents or complaints related to student safety concerns or unprofessional conduct by a Provider by emailing HR@nextlevelspeech.com.

(h) Provide oversight over Providers since they are working under Client's management at a facility or in an environment controlled exclusively by Client;

(i) Obtain NLST's express written permission before permitting, requesting, or requiring Providers to operate a motor vehicle for the purposes of any work-related assignment;

(j) Cooperate with NLST in addressing any accommodation requests made by a Provider;

(k) Supply Providers with the names of each student requiring services by the Provider and access to each of those student's current IEP and class schedule prior to the Provider's start date;

(l) Notify NLST of any unanticipated school closure, late start, early dismissal, or snow-day restriction affecting Services – NLST will not be compensated for these issues (should they arise);

(m) Provide at least one dedicated, readily-accessible, quiet, and well-lit room per school building for students to receive Teletherapy or in-person services at their respective school building;

(n) Provide Provider with any specialized technology, equipment, or software required by Client to deliver Services, which shall include but is not limited to, the software used by Client to administer IEPs

(o) Provide notice to Provider as soon as it is known of unscheduled school closure; and

(p) Provide notice to Provider as soon as it is known that a student will be absent for services. If no such notice is provided, Provider will wait at least 15 minutes for a student to attend services. Should the student fail to attend, Client will be billed for the complete time such student was to be provided services on that date.

10.2 <u>If Teletherapy has been requested by Client, Client is responsible for</u>:

(a) Providing the student receiving instruction a dedicated laptop and/or desktop that is equipped with a built-in or externally-compatible webcam, microphone and speaker(s), as well as access to the internet, and any other requirements as agreed between NLST and Client;

(b) The initial setup and continuous maintenance of the aforementioned computer and related hardware and software. Client shall immediately notify NLST when a situation arises that prevents the efficient or adequate administration of speech Teletherapy services to identified students if the situation cannot be resolved after 10 minutes of being discovered and occurs during school hours;

(c) Providing a paraeducator, SLPA, or other dedicated Client personnel to facilitate each

speech therapy session provided by NLST if NLST is not contracted to provide the SLPA or facilitation service;

(d) Notify NLST of any unanticipated school closure, late start, or early dismissal; and

(e) Notifying NLST when a situation arises that prevents the efficient or adequate administration of speech Teletherapy services to identified students if the situation cannot be resolved after 10 minutes of being discovered and occurs during school hours.

11. PAYMENT; DEFAULT.

11.1 Timely Payment. Payment in full for invoices shall be due in accordance with the terms and conditions of the Texas Prompt Payment Act, at Next Level Speech Therapy, PO Box 1940, Queen Creek, AZ 85142.

12. INSURANCE.

NLST shall maintain professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 aggregate. NLST will provide a copy its insurance policy illustrating these amounts prior to execution of this Agreement.

13. INDEMNIFICATION.

13.1 NLST's Obligations. NLST shall defend, indemnify, and hold harmless Client and its affiliates, directors, officers, shareholders, employees, agents, and successors, and permitted assigns from and against all claims, causes of action, losses and liabilities, judgments, awards, demands, and expenses including reasonable attorneys' fees arising out of or resulting from (a) the sole negligence or willful misconduct by NLST, its directors, officers, shareholders, employees, and agents; and (b) NLST's material breach of any representation, warranty, or obligation under this Agreement.

14. REPRESENTATIONS AND WARRANTIES.

14.1 NLST's Representations and Warranties. NLST represents and warrants that any employee and/or independent contractor of NLST is duly qualified and if necessary, licensed to provide the Services. NLST further represents and warrants that any employee and/or independent contractor of NLST will follow all local, state, and federal laws and regulations and will materially comply with all industry standards and practices that may apply to the provision of Services.

14.2 Client's Representations and Warranties. Client represents and warrants that it has been duly authorized, licensed, and/or chartered to operate in its capacity as an educational institution or other institution that serves students. Client further represents and warrants that any employee and/or independent contractor of Client will follow all local, state, and federal laws and regulations and industry standards and practices that may apply to it in its capacity as an educational institution or other institution that serves students.

15. LIMITATION OF LIABILITY.

Except as expressly stated in this Agreement, NLST does not warrant or guarantee that the Provider(s) assigned to Client under this Agreement will produce any particular result or any solution to Client's particular needs.

16. CONFIDENTIALITY.

16.1 Protection of Proprietary and Confidential Information. During the term of this Agreement, NLST may come in contact with confidential information of the District. NLST agrees to treat as

confidential the information or knowledge that becomes known to NLST during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the District. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law, including without limitation the Texas Public Information Act and the Texas Open Meetings Act. NLST shall use reasonable precautions so that access to information provided to it by the District is limited to those persons within its employ or under contract with NLST for whom it is necessary and appropriate. In carrying out its duties and responsibilities under this Agreement, NLST shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only as necessary to the performance of its obligations under this Agreement and in accordance with the requirements of state and federal law, including but not limited to, the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), and the District policies, rules and regulations. NLST shall promptly notify the District of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the District all confidential information in NLST's possession or control. NLST shall further comply with all the District information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this Agreement or the engagement of NLST without the prior written approval of the District

16.2 Family Education Rights and Privacy Act. Client acknowledges that Providers and NLST staff, including but not limited to those in NLST's Clinical and Information Technology Departments, have a legitimate educational interest in assigned students' records and will be given access to student records. NLST shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and acknowledges that certain information about the Client's students is contained in records maintained by NLST and its Providers and that this information is confidential under FERPA and related Client policies. 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.

17. NOTICES.

17.1 Manner. Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and sent via email and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the party's representative set forth in Section 17.2 below.

17.2 Authorized Representatives. Notices to the Parties shall be addressed to the following representatives:

In the case of NLST:

Attn: Michael Sanders
Address: PO Box 1940
Queen Creek, AZ 85142
Email: MikeS@NextLevelSpeech.com

Or in the case of Client:

Attn: Christina Ritter
Address: PO Box 30

Baytown, Texas 77522
Email: christina.ritter@gccisd.net

17.3 Changes. Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices and authorized representatives, and thereafter, such Notices are to be directed to those substituted representatives, addresses, or facsimile numbers.

17.4 Delivery. A Notice delivered personally or by email shall be deemed given only if acknowledged in writing (including email) by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more Parties, the time period shall commence only when all of the required Notices have been deemed given.

18. DISPUTE RESOLUTION.

18.1 Dispute Resolution. Except as limited or qualified in Section **Error! Reference source not found.** and subject to the exceptions set forth in this Section 19, the Parties agree to resolve by mediation all claims or controversies ("claims"), past, present, or future, that Client may have against NLST (and its affiliates, officers, directors, employees, agents, successors and permitted assigns) and NLST may have against Client (and its affiliates, officers, directors, employees, agents, successors, and permitted assigns).

18.2 Covered Claims; Exceptions. Claims subject to mediation under this Section 19 include, without limitation, claims for compensation due, claims for breach of this Agreement or any other contract or policy, tort claims, and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance (except as stated below). This Agreement does not prohibit the filing of or pursuit of relief through a court action for temporary injunctive relief under Section **Error! Reference source not found.**.

18.3 Mediation. The Parties agree to participate in mediation. The mediator shall be selected by the Parties. Mediation shall be conducted in Harris County, TX unless otherwise agreed to by the Parties.

19. GENERAL PROVISIONS.

19.1 Communication By the Parties. The Parties agree to respond as quickly as possible to inquiries from NLST and Providers regarding the delivery of Services, and in no case later than three (3) business days following any communication. If Client is unresponsive to communication attempts then NLST will use its best judgement whatever the concern.

19.2 Governing Law. The laws of the state of Texas shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

19.3 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19.4 Headings. The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement. The background section is an integral part of this Agreement.

19.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and

permitted assigns. NLST and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between NLST and Client, and not to any other relationship between NLST and any other division, company, business unit, subsidiary, or affiliate of Client. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the Parties hereto, any rights or remedies.

19.6 Amendments and Modifications. This Agreement, including Exhibit A hereto, may be amended, waived, changed, modified, or discharged only by an agreement in writing signed on behalf of all of the Parties by the authorized representatives.

19.7 Entire Agreement. This Agreement, together with any Service Schedules between the Parties in the form of Exhibit A, constitutes the entire agreement between the Parties, and there are no representations, warranties, covenants, or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the Parties, relating to any transaction contemplated by this Agreement. This Agreement may not be modified by any subsequent oral statement or agreement. In the event of any conflict between this Agreement and a Service Schedule in the form of Exhibit A, this Agreement shall control.

19.8 Survival. The Parties agree that the following sections shall survive expiration of the Term or termination of this Agreement: Section **Error! Reference source not found.** (Conversion/Right to Hire); Section 14 (Indemnification); Section 17 (Confidentiality); and Section 19 (Dispute Resolution).

19.9 Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

19.10 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

19.11 Assignment. No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that NLST may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any of NLST's other divisions, business units, subsidiaries, or affiliates without the prior written consent of Client.

19.12 Force Majeure. Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement or Service Schedule if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

19.13 Counterparts and E-Signature. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same Agreement. If any Party is signing this document electronically via DocuSign, Adobe Sign, or other mutually agreeable secure, document-signing software, the Parties agree that any such electronic signature is intended to have the same force and effect as if it was hand-written and signed in ink.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below their respective signatures.

Goose Creek CISD	Next Level Speech Therapy, P.C.
Signature	Signature
Name	Name
Title	Title
Date	Date

EXHIBIT A
SERVICE SCHEDULE

This Service Schedule may be used when Next Level Speech Therapy, P.C. ("NLST") provides services to Goose Creek CISD ("Client") under the Service Agreement ("Agreement"), effective on October 30, 2026. All terms and conditions of the Agreement shall bind both Parties and shall control, except as expressly stated below. All terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. **Approved Rates for Services:** Client agrees to pay the following for the Services set forth below:

Billing model: Flat fee amount

SERVICE	ANTICIPATED WORKLOAD	QUANTITY & UNIT	SERVICE DATES	AMOUNT	PRICE PER MONTH	COMPARABLE HOURLY RATE	NOTES
SLP, remote (Bilingual - ASL)	50-60 students	1.0 FTE (37.5-40 hours per week)	8/14/2026 - 5/26/2027	$126,000	$12,600 per month for 10 months	$88 per hour	
			SUBTOTAL		**$126,000**		
			DISCOUNTS/FEES[1]				
			TOTAL[1,2]		**$126,000**		*($12,600/month for 10 months)*

1. "Signed" means fully executed by all parties
2. Amounts shown exclude sales tax, which is calculated & added on invoices when applicable.

An additional $0 **discount** is applied when the applicable total, including tax, is paid in full within 30 days of first invoice. Excluding any additional work, the applicable total is estimated to be billed in equal monthly billing

An additional $0 **discount** is applied when the applicable total, including tax, is paid in full within 30 days of first invoice. Excluding any additional work, the applicable total is estimated to be billed in equal monthly billing cycle charges. If there are any hourly charges or additional Work negotiated by the parties, any such additional Work will be specified on the invoice. Applicable sales tax will be added where required by law.

No charge applies to any Services that NLST is unable to provide due to staffing or other issues. If NLST is unable to timely staff all or any portion of a listed service line, Client may cancel only the affected unfilled portion, or reduce the applicable quantity, hours, or FTE by the unfilled amount, without penalty. If commencement of any Services is delayed due to NLST's inability to staff them, fees for that portion will be prorated until NLST commences providing that portion of the Services. Client cancellation or reduction of Reserved Services remains subject to the ninety (90) day notice and payment provisions of the Agreement.

Student Support Fee consolidates various costs benefiting Client's students, including therapy assessments and their postage fees, clinical management support/mentorship, therapy activities, and software for student scheduling, progress notes, and videoconferencing when applicable.

NLST may substantiate billed services via monthly service summaries. For each billing period, such summaries include the date range, assigned Provider, and description of general activities performed by Providers.

Definitions. For purposes of this Service Schedule, the following terms are defined below, and the Parties agree to be bound by the terms and conditions set forth in these definitions:

- **FTE -** Full Time Equivalent. Each 1.0 FTE equates to roughly 35-40 hours per week.
- **Service Dates -** The anticipated beginning and ending dates for a particular Service. When Services are requested by Client, in writing or verbally, on days before or after the Service Dates, or for short-term Services outside the scope of work defined in Section 1 (Approved Rates for Services), the hourly rate (or "comparable hourly rate") will be charged for actual hours worked by Providers.
- **Specialized -** The unique skillset of Provider as requested by Client (e.g., bilingual skills). NLST will do its best to place Specialized Providers, but failure to do so does not change the above fees, nor are any particular licenses or certifications needed to satisfy such skillset request by Client unless noted in Section 1 (Approved Rates for Services).
- **Workload -** The Workload in this Service Schedule is based on anticipated student caseload and required service complexity. If the actual Workload exceeds expectations or an NLST clinical manager determines allotted time is insufficient, NLST or Provider may initiate a 14-day collaboration period with Client to find an appropriate solution. If no consensus is reached within this period and NLST accepts the increased workload, Client agrees to compensate NLST without prior consent for additional Provider hours. Unless otherwise specified in Section 1, NLST may reference Client employees' caseloads to define reasonable workload levels. If Provider is required to bill Medicaid, increase services for highly impacted or medically fragile students, perform catch-up services, manage increased referrals, or increase the frequency of progress notes—resulting in more weekly hours—Client agrees to compensate NLST for these additional hours without prior consent.
- **Service Days -** Unless specified in Section 1 (**Approved Rates for Services**), Service Days are the days on which NLST Providers may perform Services, and include regular school days, teacher-only days, conference days, snow make-up days, unscheduled school closure days, late-start or early-release days, weekdays occurring within the Service Dates but outside the student school year, and all other instructional days reflected in Client's published school year calendar. Unless Client notifies NLST otherwise, NLST may determine in its discretion whether Services will be performed on snow days. If Client limits or prohibits some or all Services on snow days, Client shall communicate that direction to NLST, and that direction will govern the affected Services. Client shall promptly notify NLST of any

closure, delayed start, early dismissal, or other schedule change affecting Services. NLST reserves the right to reschedule missed sessions due to Provider absence. If a Provider is fully ready to work but Client delays the Provider's access to required resources (e.g., access to IEP software), Client may be billed for such time as if the Provider had the needed access, regardless of the actual hours worked by the Provider during that time.

2. Additional Charges:

Client is responsible for the following additional charges, as applicable:

- Sales tax, if required by state law;
- Reimbursement for travel expenses, technology, or purchases as specified in Section 3 (Other Terms) below
- Per hour services as required

3. Other Terms:

- Mileage reimbursement between school facilities
  - If Services are being provided at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the currently acceptable IRS reimbursement rate in accordance with District policies.
- Travel reimbursement
  - If Services are being provided primarily through teletherapy, but on-site, in-person Services are temporarily requested, or when travel between Provider's personal residence and requested Client location is more than 50 miles, Client will be charged as specified below. Upon request by Client, a cost estimate will be provided by NLST.
    - **For provision of single-day, on-site Services** where it is reasonable for the Provider to depart from and return to their personal residence on the same day, the Provider's travel costs shall be reimbursed at the current IRS standard mileage rate for travel by personal vehicle, or the actual travel costs as supported by accompanying receipts for other forms of travel (e.g., air, ferry, train, Uber, parking, tolls, etc.) to and from the personal residence of the Provider. Time spent by Provider for such travel is billable at their hourly billing rate and is in addition to any service fees mentioned in Section 1 (Approved Rates for Services);
    - **For provision of multi-day, on-site Services**, or when it is unreasonable for the Provider to depart from or return to their personal residence on the same day, the Provider's travel costs shall be reimbursed at the current IRS standard mileage rate for travel by personal vehicle, or the actual travel costs as supported by accompanying receipts for other forms of travel (e.g., air, ferry, train, Uber, parking, tolls, etc.) to and from the personal residence of the Provider. Time spent by Provider for such travel is billable at their hourly billing rate and is in addition to any service fees mentioned in Section 1 (Approved Rates for Services). The Provider's travel costs for Lodging, Meals & Incidentals shall be reimbursed at Federal per diem rates as set by the U.S. General Services Administration.
- Technology reimbursement for in-person Providers
  - For each in-person Provider who is not provided access by Client to a Client-owned computer or tablet, and when such device is necessary to complete their duties, NLST may provide such device at a rental rate of $90/device/month. If Client expects Provider to use a dedicated peripheral device (e.g., scanner, printer, mouse), but Client does not provide such device, then NLST will supply the device and seek reimbursement for that device when accompanied with a purchase receipt.
  - If Client internet coverage is inadequate for Services to be delivered, Client may be charged for the replacement cost of a mobile hotspot device and its cellular data plan.

- Deadline for Acceptance; Price Increase for Late Acceptance
  - Unless otherwise agreed to by the parties, the **deadline for accepting the proposed pricing** in this Service Schedule is **October 30, 2026** ("Service Schedule Deadline"). A late service charge of six (6) percent will be added to the total price of all services contemplated by this Service Schedule if the Client submits this Service Schedule after the Service Schedule Deadline. NLST, at its sole discretion, may choose to waive the late service charge.

4. <u>Authorized Representatives</u>:

a.

_____	_____ **for NLST**
Printed Name	Title

b.

_____	_____ **for Client**
Printed Name	Title

If any Party is signing this document electronically via Adobe Sign, or other mutually agreeable secure, document-signing software, the Parties agree that any such electronic signature is intended to have the same force and effect as if it was hand-written and signed in ink.

Sincerely,

_____	_____
Next Level Speech Therapy, P.C.	Date Signed

AGREED TO:

_____	_____
Goose Creek Cisd	Date Signed