SPECIAL EDUCATION SERVICES AGREEMENT

THIS SPECIAL EDUCATION SERVICES AGREEMENT (this "Agreement") is entered into as of July 1st, 2026, by and between RISE Resource Center, Inc., an Arizona non-profit corporation ("RISE") and Mingus Union High School District No. 4, an Arizona political subdivision("District"). Rise and District may be referred to in the singular as a "Party" or collectively referred to herein as the Parties".

RECITALS

WHEREAS, RISE is a private special education day school approved by the Arizona Department of Education to provide special education services to public and private educational organizations for students diagnosed with a wide range of disabilities listed in the State of Arizona's disability categories of A, DD, MD. MDSSI, MIID, MOID, OI, OHI, SLD, SLI, TBI, VI, ED, (the "Educational Program");

WHEREAS, District is an educational organization located within the State of Arizona that is required to provide free appropriate public education ("FAPE") to its students and, to facilitate doing so, is authorized to enter into this Agreement pursuant to A.R.S. § 15-341(A)(26) and the Individuals Education Act of 2004 ("IDEA"); and

WHEREAS, District desires to utilize RISE's Educational Program as a placement option for specific District students that require such services, and RISE desires to provide such services subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

Section 1.
Term

1.1. The initial term of this Agreement shall be for one year commencing on July 1st, 2026 and, unless terminated earlier as provided herein, expiring on June 30th, 2027. This Agreement shall automatically renew for additional successive one (1) year terms, unless either Party provides written notice to the other Party of its election to terminate this Agreement at least sixty (60) days prior to the expiration of the then-current term.

Section 2. RISE Responsibilities

2.1 Staff Members**.** RISE shall provide personnel ("Staff Members") to maintain a 2:1 student-to-staff ratio with the combination of fully certified special education teachers and paraprofessionals necessary to administer and support the Educational Program. Incoming students will require a 1:1 for their first 30 days at RISE. In certain instances, after student evaluation, RISE may determine that a 2:1 or 3:1 paraprofessional-to-student ratio is deemed appropriate for a particular student in the Educational Program. At that time the District will be notified and can agree with the determination made by RISE, or determine that a 1:1 paraprofessional-to-student ratio is necessary for FAPE. The District shall be responsible for any 1:1 training as an additional expense, as described on Exhibit "A". RISE acknowledges and agrees that it will notify the District if there is a change in the student's special education staff, if related services providers are unavailable to provide services, or if any program is deleted.

2.2 Curriculum; Materials. RISE shall provide all classroom curriculum, materials and supplies it deems necessary to serve the needs of the students in the Educational Program. RISE will present the classroom curriculum to District prior to the commencement of each school year to ensure it is in compliance with District's educational guidelines.

2.3 Attendance. Attendance reporting shall be handled in accordance with the Arizona Department of Education guidelines. The Parties shall work together to streamline attendance reporting within the program. If a student does not attend RISE for ten (10) consecutive days, RISE has a duty to inform District of the student's absence.

2.4 Administrative Services. RISE shall provide consultation from its administrator and teacher support team for the Educational Program at no additional cost to District. Administrative services shall include, but are not limited to, all case management, IEP development, intake and reintegration meetings, and coordination with all mental health and community agencies for the provision of services to those students in the Educational Program that require such intervention. RISE will provide training for its Staff Members including CPR, First Aid, and program-based training at no additional cost to District.

2.5 IEP Services. In consultation with District's special education staff, RISE shall review the IEP's of all new students proposed for the Educational Program to ensure that the integrity of the classroom is not compromised. RISE understands and agrees that it will comply with all IEP's of new students provided by District. District will remain the Local Education Agency ("LEA") at all IEP and MET meetings. RISE will provide quarterly progress reports to District on goals, transaction activities, BIPs, and exit criteria progress.

2.6 Change of Placement. In the event there is a student who RISE staff feel may not

be safely or appropriately served by the Educational Program, RISE will request a review of placement meeting with the public school district staff, other public school district staff if applicable, parents/legal guardian of the student and other members of the IEP Team. The student's placement would be reviewed at that time, and the IEP Team will make the final decision on the student's placement.

2.7 Medication Administration. RISE will administer all student medication and provide crisis management for students, if needed.

2.8 Termination of Services. RISE, pursuant to Arizona Administrative Code R7-2-402, agrees to provide notification to the contracting PEA of any intent to discontinue, suspend, or terminate services to a student for longer than 10 days. Services to the student must be continued by the private school until an IEP meeting with the PEA is convened to determine an appropriate alternative placement. The PEA must be given up to 10 school days to arrange for the transition of the student after the IEP determination.

2.9 Subcontractors. RISE shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of five (5) years after the completion of the Agreement and to make such documents open to inspection and audit by the District at reasonable times.

2.10 Student Dismissal. RISE administration reserves the right, in its sole discretion, to determine and enforce student dismissal, suspension or expulsion at any time for violation of RISE code of conduct.

2.11 State Approval. RISE shall continue to be an approved private special education day school by the Arizona Department of Education for the duration of this Agreement.

2.12 Assessments. RISE shall be responsible for facilitating all alternate assessments for its students, as required under IDEA.

Section 3. District Responsibilities

3.1 Transportation. District shall provide transportation of its students to and from the Educational Program.

3.2 Compensation. District shall timely compensate RISE for the services provided under this Agreement pursuant to the requirements of Section 5 of the Agreement.

3.3 Provision of FAPE. District shall be ultimately responsible for the provision of FAPE to the students. Notwithstanding the foregoing, District acknowledges that RISE shall be responsible for ensuring that its staff meets applicable performance standards as required by federal, state and local requirements.

3.4 Nursing Services. District will provide nursing services and transportation services to qualifying students through District resources. District agrees to provide annual vision and hearing screenings of students in the Educational Program. If RISE provides any related services

to the students, District will be charged an additional amount per student per contract year as set forth in Section 5; provided that RISE shall obtain District's written approval before providing related service(s) to student.

Section 4. The Educational Program

4.1 The Educational Program provided by RISE shall include a curriculum approved by the Arizona Department of Education and a structured behavioral/academic program. The program shall include behavior management services, the development and implementation of IEPs, and all reporting required by law. Special education services shall be provided to students in accordance with the student's IEP plan.

Section 5. Compensation

5.1 The fees payable to RISE for its services shall be on a per-student basis in accordance with the rates set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Tuition"). Tuition rates charged by RISE for succeeding years may be reviewed and adjusted with agreement by both Parties. RISE will provide written notice of any Tuition rate change at least sixty (60) days prior to the end of the then-current school year.

5.2 The Parties agree that the Tuition will be prorated based upon the student's start date with RISE. If a student is withdrawn from the program, District's billing will be prorated for that month from the date of notification.

5.3 The Tuition shall be paid by District in ten (10) consecutive equal monthly installments throughout the term. Invoices shall be sent to District at the address provided in Section 9.6 on the first (1st) day of each calendar month and must be paid to RISE by District within thirty (30) days following District's receipt of such invoice.

5.4 RISE charges for days absent including medical absences. If a student is absent for ten (10) consecutive days, District will be notified pursuant to Section 2.3 of this Agreement. Following receipt of notice by District, RISE will hold the placement for such student for up to ten (10) days, until otherwise notified by District.

5.5 District, pursuant to A.R.S. § 41-256, is not legally liable for any payment beyond the current fiscal year unless and until funds are made available through the annual budget of District. for performance of this Agreement. District will make reasonable efforts to secure such funds. Failure to provide funding for the Base Tuition shall serve to terminate this Agreement. District shall provide thirty (30) days' notice of the failure to fund beyond the end of the fiscal year.

Section 6. Termination of Agreement

6.1 This Agreement is subject to the cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference.

6.2 Either party may terminate this Agreement for a material breach of the Agreement

by sending the other party written notice of such material breach ("Notice") in accordance with Section 9.6 below; provided, however, that the breaching Party shall have a period of sixty (60) days following its receipt of the notice to cure such breach (however, in the event of a non-payment, such Notice period shall be ten (10) days). If the breaching Party fails to cure such breach within the sixty (60) day cure period (or in the instance of non-payment, ten (10) days), this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by either Party's Governing Board to withdraw from this Agreement. At the time of termination, RISE shall invoice District for all services provided to that date.

Section 7. Compliance with Applicable Laws

7.1 The Parties, their employees and agents shall comply with applicable federal and state laws pertaining to the maintenance and disclosure of student records, including 20 USC 1232g of the Family Educational Rights and Privacy Act ("FERPA") and A.R.S. 15-141 and 15-142. The Parties hereby designate their respective employees as "school officials" for purposes of 34 C.F.R. 99.31.

7.2 The Parties shall comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive ORDER 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

7.3 Both Parties agree to comply with all applicable federal, state, and local laws governing the Parties' obligations under this Agreement.

Section 8. Insurance and Indemnification

8.1 RISE agrees that it will maintain comprehensive general liability insurance for itself, its subcontractors and employees with limits of at least One Million Dollars ($1,000,000.00) per occurrence or claim and Three Million Dollars ($3,000,000.00) in the aggregate per occurrence or claim naming District as a co-insured upon the Policy. Upon request, RISE will provide District with certificates of insurance evidencing such coverage and stating that the insurance carriers will endeavor to provide District with at least thirty (30) days advance written notice of any cancellation, non-renewal or change in limits of the coverage(s).

8.2 District agrees to procure and maintain throughout the duration of this Agreement such policies of general, professional liability and other insurance as shall be necessary to insure District, its employees, agents, invitees, students and contractors against any claim or claims for damages arising by reason of personal injuries or death occasioned by the performance of any service by the public school district, its employees, agents, contractors, invitees or students pursuant to this Agreement.

8.3 To the extent allowed by law, RISE agrees to indemnify and hold harmless the District from all injuries to persons or property caused by acts or omissions of RISE constituting negligence or intentional misconduct and arising out of RISE's activities under this Agreement. To the extent allowed by law, District agrees to indemnify and hold harmless RISE from all injuries to persons or property caused by acts or omissions of the District constituting negligence or intentional

misconduct and arising out of the District's activities under this Agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive termination of the Agreement and remain in effect.

8.4 Workers Compensation Insurance/District Benefits. RISE acknowledges and agrees that it is a separate and private company providing services to District. As such, its employees are not employees of District and are not covered by District's benefits nor by District's worker's compensation insurance. Therefore, RISE agrees that it shall fully insure its employees against personal injury and death or provide worker's compensation coverage for its workers while on District property. Should District's worker's compensation insurance coverage be required to pay for costs associated with injury or death to any RISE employee while on District property, RISE agrees that it shall reimburse District for any such payments. If applicable, RISE shall be responsible for providing insurance coverage for its own employees under the Affordable Patient Care Act while employed on District property.

Section 9. Miscellaneous

9.1 This Agreement contains the entire agreement between the Parties hereto and supersedes all prior and contemporaneous agreements and understandings between the Parties respecting the subject matter hereof. Should any provision of the Agreement be held to be invalid, void or unenforceable, or waived whether by conduct of otherwise, in any one or more instances, it shall not affect the enforceability of the remaining provisions of this Agreement which shall be read as if such term or provision held invalid, void, unenforceable or waived were never part hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9.2 No supplement, modification or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the Parties hereto.

9.3 Each Party hereto represents and warrants to the other as follows: (a) This Agreement has been duly authorized by such Party by all requisite corporate action and such Party has the corporate power and authority to execute and deliver, and to perform its obligations under this Agreement. (b) This Agreement constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally.

9.4 No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.5 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

9.6 In any case where any notice or other communication is required or permitted to be

given hereunder, such notice or communication shall be in writing and (a) personally delivered, (b) sent by certified United States mail, postage prepaid, return receipt requested, (c) transmitted by telecopy (with confirmation of receipt received) or sent by way of a recognized overnight courier service, postage prepaid, return receipt requested, with instructions to deliver on the next business day or (e) sent by electronic mail with return receipt request, in each case as follows:

(i) If to RISE, to:

Attn: Emily Holly, Director RISE
Resource Center P.O. Box 3296
Cottonwood, Arizona 86326

(ii) If to District, to:

Attn: Melody Herne, Superintendent
Mingus Union High School District No. 4
1801 East Fir Street
Cottonwood, Arizona 86326

All such notices or other communications shall be deemed to have been given or received (a) upon receipt if personally delivered, (b) on the fifth day following posting if by certified United States mail, (c) when sent if confirmed telecopy or (d) on the next business day following deposit with an overnight courier, if sent by an overnight courier, or electronic mail with return receipt requested.

9.7 Any litigation arising out of this Agreement shall be brought in the courts of the State of Arizona in Maricopa County, Arizona, and the laws of Arizona shall apply, without regard to its conflict of laws provisions.

9.8 RISE hereby warrants and represents that it is in compliance with A.R.S. § 41-4401 and A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations.

9.9 The Parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.

9.10 Non-Assignability. The Parties agree that the responsibilities, obligations and duties required by RISE shall not be assigned, transferred, pledged or hypothecated in any way by RISE. Any attempt by RISE to assign, transfer, pledge or hypothecate the responsibilities, obligations and duties shall be deemed a material breach subjecting this Agreement to termination pursuant to Section 6. The Parties agree that RISE can employ sub-contractors to execute related services required in the IEP and this does not represent an assignment or transfer of duties.

9.11 Sub-Contractors. The Parties agree that RISE may employ sub-contractors for

related services required under the IEP or specific placement plan. RISE is responsible for all payments made and due sub-contractors and agrees to indemnify and hold District harmless for

any acts, negligent, reckless, or otherwise of the sub-contactors engaged by RISE. Subcontractor means any vendor, subcontractor, or other party engaged by RISE that is responsible for performing the functions required by RISE under the terms of the Agreement.

9.12 Cancelation for Conflict of Interest. Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is, at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

9.13 Confidentiality. All written student records shall be kept confidential in accordance with the FERPA and regulations adopted pursuant to that Act, the Reauthorization of the IDEA and regulations adopted thereunder, the Health Insurance Portability and Accountability Act (HIPAA) and regulations adopted thereunder, and applicable school board policies as to the disclosure of personally identifiable information from students' education records."

9.14 Non-Discrimination. RISE agrees to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

9.15 Participation in Similar Activities. This agreement in no way restricts RISE or District from participating in similar activities with other public or private agencies, organizations, and individuals.

9.16 No Third Party Rights. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person or agency, or organization.

9.17 No Joint Venture. The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither the RISE nor the District shall have the power to obligate or bind the other in any manner whatsoever.

9.18 Waiver. A waiver by either Party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

9.19 Assignment. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

9.20 Mandatory Terms. This Agreement incorporates by reference all mandatory contract provisions of state agencies required by statute or executive order.

9.21 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

This Agreement shall become effective as of the date District has approved the Agreement in a properly noticed Governing Board meeting and the Parties have signed the Agreement as provided below.

RISE RESOURCE CENTER By:_____

Name:_____

Title:_____

Date:_____

PUBLIC SCHOOL DISTRICT By:_____

Name:_____

Title:_____

Date:_____

Exhibit "A"

Tuition Fees

RISE will determine the level of support needed after a 30-day transitional period in which RISE will charge the one-on-one rate (listed below). All new students will have a one-on-one learning coach during their transitional period.

Base Tuition: Base Tuition begins at $30,000. Additional one-on-one support services may be provided by a learning coach at the rate of $28/hour.

Level 1 Support Tuition ($45,120)

- Academic Instruction: additional direct adult support
- Life Skills Instruction: additional direct adult support
- Vocational Training: additional direct adult support
- Social/Emotional Development Training: additional direct adult support
- Motor Skills Development: additional direct adult support
- Toileting skills with additional adult support as needed
- Hygiene skills with additional adult support as needed
- Communication Training may be needed
- Individualized Behavior Support Plan may be needed

Level 2 Support Tuition ($60,240): Student requires 1:1 support for the full day due to safety, behavioral or ADL needs.

- Academic Instruction: 1:1 support 6 hours a day
- Life Skills Instruction: 1:1 support 6 hours a day
- Vocational Training: 1:1 support 6 hours a day
- Social/Emotional Development Training: 1:1 support 6 hours a day
- Motor Skills Development: 1:1 support 6 hours a day
- Toileting skills with 1:1 support 6 hours a day
- Hygiene skills with 1:1 support 6 hours a day
- Communication Training and supports
- Individualized Behavior Support Plan is required/in place

Additional optional services are available at the following costs:

- $140 per hour for Occupational Therapy Services.
- $140 per hour for Speech Therapy Services
- $100 per hour for Counseling Services
- $28 per hour per One-on-One Assistant
- $100 per day for Extended school year
- $240 per day for Extended school year for student who requires 1:1 for safety
- $170 per day for Extended school year for student who requires group support (no more than three students per staff)