

**FIRST AMENDMENT TO THE
SPECIAL EDUCATION SERVICES AGREEMENT (OUT-DISTRICT SERVICES)**

This FIRST AMENDMENT is made and entered into by and between PARTNERS IN SPECIAL EDUCATION, INC., a California corporation (“PSE”), and William S. Hart Union High School District, a California school district (“District” or “Client”), to amend that certain SPECIAL EDUCATION SERVICES AGREEMENT (OUT-DISTRICT SERVICES) previously entered into on September 22, 2016 (the “Agreement”).

WHEREAS, the Agreement is for services provided by PSE to students attending school at school-sites geographically located outside the District’s boundaries;

WHEREAS, concurrently with the Agreement, the parties also entered into a separate Special Education Services Agreement for services provided by PSE to students attending school at school-sites geographically located inside of the District’s boundaries (“In-District Contract”);

WHEREAS, the parties now desire to amend certain terms of the Agreement including, but not limited to, payment for services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Payment for Services. Effective as of July 1, 2017 and through June 30, 2018, Paragraph 4(a) on pages 2 and 3 of the Agreement is hereby replaced in its entirety by the following:

“a. Client will pay for services provided by PSE on a fee for service basis dependent on the hourly rate of each individual providing the requested services as listed in Exhibit “A” but subject to the fee caps described in (i) and (ii) herein below.

(i) Opportunities For Learning – William S. Hart Charter (“OFL”) is currently receiving state funding at a 70% level. If OFL remains below a 100% state funding level during the 2017-2018 fiscal year, then Client agrees to pay to PSE up to (and not to exceed) Seventy Percent (70%) of all AB602 special education funds Client receives for the 2017-2018 school year based on the average daily attendance (“ADA”) of students attending school at OFL. The projected special education apportionment value per ADA for the 2017-2018 school year is \$498 per ADA.

(ii) Should the state increase OFL’s funding level to 100% at any time to be applied retroactively to the beginning of the 2017-2018 fiscal year, then Client agrees to pay PSE up to (and not to exceed) Seventy Five Percent (75%) of all AB602 special education funds Client receives for the 2017-2018 school year based on the ADA of students attending school at the OFL-WSH Charter. The aforementioned increase to 75% will be retroactively applied to the beginning of the 2017-2018 fiscal year and Client agrees to pay PSE for any unpaid balance caused by the increase difference within 30 days of being notified that the state has increased OFL’s funding level to 100%.

Actual costs shall be based upon monthly invoices detailing the services performed by PSE or PSE employees. PSE shall charge for time incurred by PSE employees in providing General Services, Instructional Services, and/or other 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, research, and preparation.”

Notwithstanding anything else to the contrary herein, all other terms, conditions, and obligations of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the day and date written below.

PARTNERS IN SPECIAL EDUCATION, INC.,
a California corporation

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, a California school district

By: _____
John Hall, Sr., Vice President

By: _____
Mike Kuhlman, Assistant Superintendent

Dated: _____

Dated: _____