

Specialized Education of Ohio, Inc.
MASTER SERVICES AGREEMENT
2021-2022

This **AGREEMENT** ("**Agreement**") dated August 16th, 2021 ("**Effective Date**") between Specialized Education of Ohio, Inc. who owns and operates The Center for Autism and Dyslexia Bucyrus, (hereinafter referred to as ("**Provider**") and Galion City Schools (hereinafter referred to as the "**District**")

WHEREAS, Provider owns and operates a private special education school (the "**School**") that serves students with a wide range of special education classifications, primarily students with emotional disabilities and especially students with multiple disabilities and individual education plans ("**IEP**") (the "**Program**"); and

WHEREAS, the District desires to enroll students in the School whose IEPs have identified the Program as an appropriate placement (each a "**Student**"); and

WHEREAS, this parties have agreed to memorialize the terms and conditions for such enrollment as set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The District shall, from time to time, enroll, as provided herein, a Student in the School ("**Enrollment**"). The Program shall be provided to the Student in the amounts set forth in an Enrollment Form in the form attached hereto as Exhibit A. Each request for Enrollment shall be defined in a separate Enrollment Form and, upon execution, shall become part of this Agreement and subject to the terms and conditions contained hereunder. The Enrollment Forms shall be consecutively numbered with the year and sequence number and shall also identify the Student's first initial and last name (e.g., 2020-01-J. Doe). All Services shall be provided by Provider in accordance with the authorized Enrollment Form.
2. This Agreement shall commence as of the Effective Date and continue (unless earlier terminated as provided for herein) until the conclusion of the school year, which shall be no later than July 31, 2022.
3. The District or its designated representatives shall have the right of general supervision of the Student's educational and services program and the right to approve such program and make changes therein in accordance with the terms of the Student's IEP.
4. Provider agrees to provide the educational and services program described in the Student's IEP in accordance with federal and Ohio law.
5. Provider shall make available to the District or its representatives all progress and evaluative reports as required by the Student's IEP.

6. The District and/or the Ohio Department of Education may conduct announced and unannounced site visits during school hours and may review all documents relating to the provision of special education services to the Student at public expense.
7. During the 2021-2022 School Year, the District agrees to pay Provider a monthly education fee in accordance with the scheduled contained on the Enrollment Form for each student ("**Tuition**"). The cost for monthly Tuition will be as follows:
 - a. \$3,638.90 for each month or part of a month a student is enrolled in an Academic Model classroom;
 - b. \$4,063.40 for each month or part of a month a student is enrolled in a BEST Model classroom;
 - c. \$3,323.00 for each student enrolled in the Academic Model Extended School Year Program; and
 - d. \$4,274.00 for each student enrolled in the BEST Model Extended School Year Program
8. Tuition, and related services rendered, if any, shall be invoiced on a monthly basis by the tenth (10) day of the following month in which services were provided. All invoices are due and payable within thirty (30) days of receipt.
9. Provider maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Provider or by any subcontractor or anyone directly or indirectly employed by any of them.
10. Provider shall maintain and keep in force commercial general liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000 .00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
11. The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and SESI from any other claims for damages for personal injury, including death, and claims for damages to any property of Provider, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.
12. The Provider will maintain and keep in force Educator's legal liability coverage of \$1,000,000 per occurrence combined single limit and \$2,000,000 general aggregate coverage. Educator's Legal Liability Insurance coverage must include coverage for wrongful physical or sexual contact, and educational wrongful acts, employment practices wrongful acts, and directors and executive officers wrongful acts.

13. In the event that any dispute arises between the parties under this Agreement, the parties will seek to resolve the dispute in good faith as expeditiously as possible. Except as may be set forth herein, the interests of the Student shall be of the foremost concern in resolving such disputes.
14. Any invoice or notice required to be given under the provisions to this Agreement shall be in writing and shall be duly served when it shall be hand delivered to the addresses set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office Addressed, or via overnight delivery, to the party at the following addresses: (i) for the District : Galion City Schools, 470 Portland Way North, Galion, Ohio, 44833, United States; and (ii) for the Provider: Specialized Education of Ohio, Inc., PO Box 444, Elmsford NY 10523, Attention: General Counsel. Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.
15. This Agreement shall be construed, interpreted, and governed by the laws of the State of Ohio.
16. This Agreement, together with the Enrollment Form(s) entered into hereunder, constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this **AGREEMENT** to be duly executed as of this 16th day of August 2021:

Specialized Education of Ohio, Inc.

Andrea Vargas, President, SESI Schools

Date

Galion City Schools

Jennifer Allerding

Date

10/18/2021

**Exhibit A
Sample**

MASTER SERVICES AGREEMENT

BETWEEN

Specialized Education of Ohio, Inc.

and

Galion City Schools

ENROLLMENT FORM NO. 2021-[INSERT#]-[STUDENT NAME]

ENROLLMENT FORM EFFECTIVE: INSERT ENROLLMENT DATE

This enrollment form ("Enrollment Form") defines an Enrollment Schedule, Fee Schedule, Schedule of Services and Billing Schedule for **STUDENT NAME** (the "Referred Student") to be enrolled in the School and consistent with his or her IEP.

Enrollment Schedule

The Referred Student shall be enrolled in the School in accordance with their Individual Education Plan and this Enrollment Form shall be effective from **ENROLLMENT DATE** through **TERMINATION DATE**.

2020-2021 Fee Schedule

| Service | Cost |
|---|-------------|
| RSY Academic Tuition (per school year) | \$36,389.00 |
| ESY Academic Tuition (per session) | \$3,323.00 |
| RSY BEST Tuition (per school year) | \$40,634.00 |
| ESY BEST Tuition (per session) | \$4,274.00 |
| Occupational/Physical Therapy (per hour) | \$82.00 |
| Speech/Language Therapy (per hour) | \$82.00 |
| 1:1 Paraprofessional Assistant (per day enrolled) | \$161.00 |
| ESY 1:1 Paraprofessional Assistant (per day enrolled) | \$121.00 |

Referred Student's Services

| Service | # of Sessions | Total Cost |
|---|----------------------|-------------------|
| RSY Academic Tuition (per school year) | | |
| ESY Academic Tuition (per session) | | |
| RSY BEST Tuition (per school year) | | |
| ESY BEST Tuition (per session) | | |
| Occupational/Physical Therapy (per hour) | | |
| Speech/Language Therapy (per hour) | | |
| 1:1 Paraprofessional Assistant (per day enrolled) | | |
| ESY 1:1 Paraprofessional Assistant (per day enrolled) | | |

Billing Schedule

Tuition will be billed in XX equal monthly installments of \$X,XXX.XX for the total cost, the first installment will be billed the month following the date that the Student enrolls in the Program.

All related services will be billed on a monthly basis as services are rendered.

This Enrollment Form is authorized and made an attachment to the above-identified Agreement through the signatures below.

Galion City Schools

Specialized Education of Ohio, Inc.

Name:

Name:

Date

Date