

MASTER SERVICES AGREEMENT

between Specialized Education of Ohio, Inc.
and Galion City Schools
for RSY & ESY of 2023-2024 at High Road School of Bucyrus

This Master Service Agreement is dated August 1st, 2023 ("Effective Date"), between Specialized Education of Ohio, Inc. ("SESI") that owns and operates High Road School of Bucyrus, an approved nonpublic, private special education school in Ohio and Galion City Schools, 472 Portland Way N, Galion, Ohio, 44833, United States (referred to herein as "District," even in instances where the counterparty refers to itself as "Board") ("Agreement").

WHEREAS, SESI owns and operates High Road School of Bucyrus that serves students with a wide range of special education classifications, primarily students with emotional disabilities and students with multiple disabilities (the "School"); and

WHEREAS, the District desires to refer District students to the School whose Individualized Education Plan ("IEP") have identified the Program as an appropriate placement (each a "Student"); and

WHEREAS, this parties have agreed to enter into a master set of terms and conditions that will govern the Services (defined below) as outlined in each student enrollment form.

WITNESSETH

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

1. Services. The District may from time to time refer students to be enrolled in the School (hereinafter referred to as "Student" or "Students") as set forth on the Student-specific enrollment form and the Students' IEP (collectively the "Services"). The enrollment form will set forth the tuition and related services fees for each Student, in accordance with Schedule 1, Fee Schedule, attached to this Agreement ("Enrollment Form").
2. Term and Termination. The term of this Agreement will begin on the August 1st, 2023 and end on the July 31st, 2024 unless otherwise extended in writing by the parties ("Term"). Either party, upon fifteen (15) days written notification to the other party, may terminate this Agreement or a Student Enrollment Form at any time. Upon termination, SESI will charge Tuition up to and including the date of Student withdrawal from the School.
3. Distance Learning. When due to government mandated closures or unforeseen circumstances that prevent SESI from conducting in-person classes, SESI may deliver the Services, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Agreement.
4. General Supervision of Services. The District or its designated representatives shall have the right to general supervision of the Services, the right to approve such Services and the right to make changes to

the Services in accordance with the terms of a Student's IEP. SESI will maintain records of the Services provided to the Students, invoices issued to the District and payments made to SESI during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the Department of Education. SESI shall allow the District or the Ohio Department of Education to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to the Students during hours that are least disruptive to the daily operation of the School.

5. Fee. In consideration of the Services to be provided by SESI, the District will pay SESI the fees set forth on each Enrollment Form (hereinafter collectively referred to as "Tuition"). The Student-specific Services listed in each Enrollment Form are pursuant to each Student's IEP. If the referred Student's IEP requirements are changed during the Term, the Services and Tuition, as described in the Enrollment Form, will change and will be automatically incorporated into such Student Enrollment Form upon approval of the revised Student IEP, by the District and Student parent/guardian.
6. Invoicing and Payment. SESI will invoice the District monthly for Tuition by the 15th day of the following month in which Services were provided. All invoices are due and payable within thirty (30) days of receipt. The District agrees to pay SESI the Tuition during the Term regardless of the actual attendance of the Student. During the 2022-2023 School Year, the District agrees to pay Provider a monthly education fee in accordance with the schedule contained on the Enrollment Form for each student ("Tuition"). The cost for monthly Tuition will be as follows:
 - a. \$4,146.20 for each month or part of a month a student is enrolled in an Academic Model classroom;
 - b. \$4,629.90 for each month or part of a month a student is enrolled in a BEST Model classroom;
 - c. \$3,786.00 for each student enrolled in the Academic Model Extended School Year Program; and
 - d. \$4,871.00 for each student enrolled in the BEST Model Extended School Year Program.
7. Compliance with Applicable Laws. SESI represents it complies with applicable laws and regulations governing the Services including student privacy laws including the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). The School is non-public and maintains licenses and certifications as required by Ohio law. SESI employees have the requisite skill, expertise and knowledge necessary to perform the Services required under the terms of this Agreement.
8. Background checks. SESI employees who are assigned to perform the Services meet the hiring requirements for school-based employees as required by applicable state laws and regulation.
9. Student Progress Reports. SESI shall make available to the District or its representatives those progress and evaluative reports upon request or as required by a Student's IEP.
10. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strike.
11. Indemnification and Limitation of Liability. To the extent permitted under law:

a. District agrees to indemnify SESI and its officers, directors and employees (“SESI Indemnitees”) against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney’s fees), damages, injury or loss (“SESI Losses”) to which SESI may be subjected by reason of gross negligence or willful misconduct of District, its officers, directors or employees; provided however, SESI Indemnitees may not seek indemnification from District for any SESI Losses caused, in whole or in part, by the acts or omissions of SESI, its officers, directors and employees;

b. SESI agrees to indemnify District and its officers, directors and employees (“District Indemnitees”) against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney’s fees), damages, injury or loss (“District Losses”) to which District may be subjected by reason of gross negligence or willful misconduct of SESI, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification from SESI for any District Losses caused, in whole or in part, by the acts or omissions of the District, its officers, directors and employees.

c. Claims. If a claim for indemnification (a “Claim”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “Claim Notice”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure.

d. Notwithstanding any other provision, the total liability of SESI for all claims under this Agreement is limited to the total amount of fees paid to SESI under this Agreement. Neither SESI nor the District shall in any event be liable for any indirect, consequential, or punitive damages, even if SESI or District have been advised of the possibility of such damages.

12. Disputes and Investigations. In the event that any action, suit, proceeding or investigation relating to this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense. In the event any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the referred Student shall be of the foremost concern in resolving such disputes.

13. Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that SESI may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of SESI or any entity acquiring all or substantially all of the stock, equity or assets of SESI.

14. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is (i) hand delivered to the addresses set out below, (ii) deposited, duly registered or certified, return receipt requested, in a United States Post Office, or (iii) via overnight delivery, to the party at the following addresses:

For the District:	For SESI
Galion City Schools 472 Portland Way N, Galion, Ohio, 44833, United States Attention: Director of Special Education	Specialized Education of Ohio, Inc. PO Box 444 Elmsford NY 10523. Attention: Region Vice President With a copy to SESI General Counsel at the address above.

Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

15. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Ohio.
16. Student Lunch. When the District has an enrolled student in an out-of-District placement, the District remains responsible for ensuring that lunches are available to the student even if the approved special education school does not participate in the National School Lunch Program. The same principle of access to meals applies if a student with disabilities would have been eligible to participate in a school breakfast program at the school the student would have attended if the student had not been placed out-of-District. Documentation related to free or reduced-price meal benefits, including meal benefit applications, must be maintained by the District or approved private special education school claiming meal reimbursement. Approved private special education schools and collaboratives will review the free and reduced lunch student list with the District annually including the availability of meals to students who are publicly funded and placed at their facilities. If a school does not provide access to meals, approved special education school or collaborative leaders must contact the District to discuss arrangements that may be made to meet their mutual responsibility.
17. Independent Contractor. The relationship between the District and SESI shall be that of principal to independent contractor, and the employees of one shall not be deemed employees of the other for any purpose whatsoever. Each party shall maintain during the term of this Agreement such disability and worker's compensation insurance for its respective employees and staff as is required by law. Each party shall indemnify and hold harmless the other against any claim or demand made by employees or staff of the indemnifying party against the other based on rights or privileges applicable to employees of the other. Each party shall be solely responsible for the hiring, training, and termination of its own employees and contractors.
18. Entire Agreement. This Agreement includes all exhibits, schedules, attachments attached hereto as well as duly executed Student Enrollment Form(s) incorporated herein by reference. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the parties. No amendment or modification changing this Agreement's scope or terms shall have any force or effect unless executed and delivered in writing and signed by all parties.

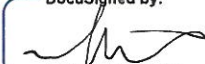
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the Effective Date above.

Galion City Schools

Name: Jennifer Allending
Title: Superintendent
Date: 06/07/2023

Specialized Education of Ohio, Inc.

DocuSigned by:

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Name: Michael Esposito
Title: Regional Vice President
Date: 5/16/2023

SCHEDULE 1**High Road School of Bucyrus Fee Schedule***Rates are in US Dollars***High Road School of Bucyrus
2022-2023 Fee Schedule**

Service	Cost
Academic Tuition (prorated per month enrolled)	\$ 41,462.00
Academic Extended School Year Tuition	\$ 3,786.00
BEST Tuition (prorated per month enrolled)	\$ 46,299.00
BEST Extended School Year Tuition	\$ 4,871.00
Occupational/Physical Therapy (per hour)	\$ 94.00
Speech/Language Therapy (per hour)	\$ 94.00
1:1 Paraprofessional Assistant (per day enrolled)	\$ 184.00
ESY 1:1 Paraprofessional Assistant (per day enrolled)	\$ 159.00