

MASTER SERVICES AGREEMENT

between Specialized Education of Missouri, Inc.
and Columbia Public Schools
for 2025-2026 RSY and ESY at High Road School of Boone County

This Master Service Agreement (“Agreement”) is dated August 1, 2025 (“Effective Date”), between Specialized Education of Missouri, Inc. (“SESI”) that owns and operates High Road School of Boone County, an approved nonpublic, private special education school in Missouri and Columbia Public Schools (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 Boone County 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, the parties have agreed to 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”). Services shall be provided to District students in accordance with the District’s academic calendar.
2. **Term and Termination.** The term of this Agreement will begin on August 1, 2025 and end on July 31, 2026, 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 state's 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.

SESI will notify the District after an individual Student has been absent from SESI's programs or services for five (5) consecutive days.

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.
7. Compliance with Applicable Laws and District Policies. 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 Missouri law. SESI employees have the requisite skill, expertise and knowledge necessary to perform the Services required under the terms of this Agreement.

Further, SESI represents that it shall assume all responsibility and costs in complying with federal, state and local regulations related to the Missouri Human Rights Act, Equal Opportunity Employment, Anti-Discrimination, Safety and other Regulations. SESI staff will comply with all applicable District policies and regulations, including policies and regulations related to non-discrimination in which the District prohibits discrimination and harassment on the basis of race, color, religion, gender, gender identity, gender expression, sex, sexual orientation, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law.

8. Confidential Information. SESI acknowledges that it and its staff may now and in the future have access to and contact with confidential information of District students, including but not limited to the education and/or medical records of students protected by FERPA and other state or federal laws (collectively, "Confidential Information"). Both during the term of this Agreement and thereafter, SESI shall require it and its staff to hold such Confidential Information in trust and confidence and to exercise diligence in protecting and safeguarding such information as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. SESI and its staff shall not disclose any Confidential Information to any third party except as specifically authorized by the District

or as may be required by law, and any disclosure must be in compliance with FERPA.

SESI is responsible for maintaining the security of Confidential Information related to District students in its possession. SESI will promptly notify the District in writing within 48 hours of discovering any unauthorized access to Confidential Information related to District students or any other breach of security that might relate to District students. SESI will provide the District with a detailed description of the nature of the breach, including the categories of information affected, the number of individuals impacted, the likely consequences of the breach, and the measures taken or proposed to mitigate and remediate the breach. Additionally, SESI will cooperate with the District as needed in response to the breach, including providing access to relevant records, systems, and personnel. SESI shall, at its sole expense and without delay: take all necessary actions to contain and mitigate the breach, including deploying corrective technologies, restoring the integrity of affected systems, and preventing further unauthorized access; notify affected individuals in a manner and timeframe compliant with applicable law and in consultation with the District; cover any direct costs reasonably incurred by the District, District personnel, District students and families arising out of the breach. The District is not liable for any loss or damage arising from SESI's failure to comply with this paragraph.

9. Insurance. SESI shall maintain and keep in force commercial general liability insurance, which shall include coverage for employment practices liability and sexual abuse and molestation, and 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).
10. Background checks. SESI employees who are assigned to perform the Services meet the hiring requirements for school-based employees as required by applicable Missouri state laws and regulation.
11. 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.
12. Training and Certification. SESI will provide de-escalation and student restraint training to all of its staff providing services under this Agreement to District students. SESI staff will be trained in applicable policies, regulations, and procedures of the District, as well as all SESI's policies and procedures, instructional practices, behavior management practices, reporting procedures, and safety/security protocols, all of which will be based upon the proprietary methodologies developed by SESI and refined for the specific needs of the District.

SESI will ensure that the teachers and teaching assistants that it hires to work District students meet all applicable Missouri Department of Elementary and Secondary Education credential and licensure requirements, as well as those required by the District.
13. 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.
14. Indemnification and Limitation of Liability. To the extent permitted by law:
 - a. District agrees, to the extent permitted by law, 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 negligence or 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. Nothing in this Agreement shall be deemed to waive the District's sovereign immunity under state law.

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 negligence or misconduct of SESI, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification from SESI for any portion of District Losses caused by the acts or omissions of the District, its officers, directors and employees. Notwithstanding the above or any other provision of this Agreement, the Parties shall continue to enjoy all rights, immunities, and defenses available to it under law, to specifically include Section 537.600 et seq. Mo.Rev.Stat. Further, nothing in this Agreement shall constitute a waiver by either party to such rights, immunities, and defenses.

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. 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.

15. 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.
16. 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.

17. 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:
Columbia Public Schools 1818 West Worley Street, Columbia, Missouri, 65203, United States Attention: Director of Special Education	Specialized Education of Missouri, Inc. PO Box 444 Elmsford NY 10523 Attention: Regional 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.

18. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of the state of Missouri.
19. 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.
20. 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.
21. Entire Agreement. This Agreement includes all exhibits, schedules, and attachments that are 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.

Columbia Public Schools

Name:

Title:

Date:

Specialized Education of Missouri, Inc.

Name:

Title:

Date:

SCHEDULE 1

High Road School of Boone County, Missouri Fee Schedule

2025-2026 Fee Schedule

Service	Cost
RSY Academic Tuition (per day enrolled)	\$280.12
ESY Academic Tuition (per day enrolled)	\$280.12
RSY BEST Tuition (per day enrolled)	\$361.51
ESY BEST Tuition (per day enrolled)	\$361.51
Social Work (per session)	Included
Occupational Therapy (per hour)	\$133.79
Physical Therapy (per hour)	\$133.79
Speech/Language Therapy (per hour)	\$133.79
1:1 Paraprofessional Assistant (per day enrolled)	\$228.31
ESY 1:1 Paraprofessional Assistant	\$228.31

STUDENT ENROLLMENT FORM

STUDENT NAME: _____

STUDENT ENROLLMENT DATE: _____

ENROLLMENT TERMINATION DATE: _____

2025-2026 RSY and ESY at High Road School of Boone County

This Enrollment Form is pursuant to the Master Services Agreement by and between Columbia Public Schools for the 2025-2026 Regular School Year and/or Extended School Year and Specialized Education of Missouri, Inc. ("Agreement") that owns and operates the School and is subject to all the terms and conditions of the Agreement. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement. The effective date of this Enrollment Form shall be the Student Enrollment Date stated above, defined as the first calendar date the student receives Services under the Agreement.

High Road School of Boone County, Missouri Fee Schedule

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1:1 Paraprofessional Assistant (per day enrolled)	\$228.31
ESY 1:1 Paraprofessional Assistant	\$228.31

Enrollment in the School and Services to be provided to Student are set forth below. This Enrollment Form shall be effective from the Enrollment Date through the Enrollment Termination Date. If no Enrollment Termination Date is listed above, the Services for Student end on the last day of the Regular School Year or Extended School Year, as applicable. If the referred Student's IEP changes during the School Year, the Services and frequency listed below will be revised and incorporated herein by reference on the date the School is notified by the District and provided the revised IEP as approved by the District and Student parent/guardian.

RSY Enrollment Days	
ESY Enrollment Days	
RSY 1:1 Paraprofessional Assistant Days	
ESY 1:1 Paraprofessional Assistant Days	
Occupational Therapy No. of Sessions	
Physical Therapy No. of Sessions	
Speech/Language Therapy No. of Sessions	

It is the intention and understanding of the parties hereto that this Enrollment Form, upon execution, shall be incorporated into the Agreement. This Enrollment Form is authorized as evidenced by the signatures below.

Columbia Public Schools

Signature: _____

Name: _____

Title: _____

Date: _____

Specialized Education of Missouri, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____