

MASTER SERVICES AGREEMENT

between Specialized Education Of Texas, Inc.
and Manor Independent School District
for RSY & ESY of 2025-2026 at Sierra School at Manor

This Master Service Agreement is dated August 1st, 2025 ("Effective Date"), between Specialized Education Of Texas, Inc. ("SESI") that owns and operates Sierra School at Manor, an approved nonpublic, private special education school in Texas and Manor Independent School District, 10335 US Hwy 290E, Manor, Texas, 78653, United States (referred to herein as "District," even in instances where the counterparty refers to itself as "Board") ("Agreement").

WHEREAS, SESI owns and operates Sierra School at Manor 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, these 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 herein.
2. **Term and Termination**. The term of this Agreement will begin on the August 1st, 2025 and end on the July 31st, 2026 unless otherwise extended in writing by the parties ("Term"). Either party, upon one hundred eighty (180) days written notification to the other party, may terminate this Agreement. SESI will be paid for any and all services delivered through the Termination Date.
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. **Enrollment of Students in the Program**. Upon a student referral by the District, the District will provide SESI with an established Functional Behavioral Assessment ("FBA") & Behavior Intervention Plan ("BIP") or provide an FBA and BIP within thirty (30) days if student is approved by SESI for enrollment in Program. SESI will evaluate each District-referred student (including but not limited to the student record, IEP, student observations, and Program visits) and determine whether the Program can meet the needs of the student as outlined in the student's current IEP, FBA and BIP. After such evaluation, SESI has final discretion to determine if a student is accepted into the Program and may decline acceptance by providing written

notification to the District of its reason(s) for decline. Upon acceptance by SESI of a student into the Program, such student's placement must be initiated by written notice from the District and SESI will agree on a commencement date for each student. To the extent SESI determines a Student's placement is no longer in the best interest of the Student after enrollment in the Program, SESI will notify District in writing and the parties will convene a meeting within thirty (30) days of SESI notification to discuss student transition and alternate placement.

5. 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 Texas 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.
6. Fee. In consideration of the Services to be provided by SESI, the District will pay SESI the fees set forth on Schedule 1 (collectively with Related Services (defined below) referred as "Tuition"). The Student-specific services listed on Schedule 1 are pursuant to the requirements set forth in each Student's IEP ("Related Services"). If the Related Services change during the Term, the Related Services fees charged by SESI will automatically change upon approval of the revised Student IEP by the District and Student parent/guardian.
7. Invoicing and Payment. SESI will invoice the District monthly 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.
8. 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 Texas law. SESI employees have the requisite skill, expertise and knowledge necessary to perform the Services required under the terms of this Agreement.
9. 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.
10. 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.
11. 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.
12. 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.

13. **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.

14. **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.

15. **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

FACILITIES USE AGREEMENT FOR SIERRA SCHOOL – and MISD

Manor Independent School District 10335 US Hwy 290E, Manor, Texas, 78653, United States Attention: Superintendent	Specialized Education Of Texas, Inc. PO Box 444 Elmsford NY 10523. Attention: President With a copy to SESI General Counsel at 150 Rouse Boulevard, Suite 210 Philadelphia, PA 19112
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Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

16. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Texas.
17. 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.
18. 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.
19. Entire Agreement. This Agreement includes all exhibits, schedules, attachments attached hereto are 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.

Manor Independent School District

Robert Sormani

Robert Sormani (Aug 8, 2025 16:43:08 CDT)

Name: **Dr. Robert Sormani**

Title: **Superintendent of Schools**

Date: **08/08/2025**

Specialized Education Of Texas, Inc.

Dawn Thomas

Dawn Thomas (Aug 1, 2025 07:39:10 CDT)

Name: **Dawn Thomas**

Title: **President**

Date: **08/01/2025**

SCHEDULE 1
Sierra School at Manor Fee Schedule

Rates are in US Dollars

Program Types: Intensive Behavioral Needs (IBN); Partial Academic and Life Skills (PALS)

Grades: Elementary, Secondary

Once a Student is enrolled for thirty (30) days, the District agrees to pay SESI the Guaranteed Fees set forth below regardless of whether the Student disenrolls, or whether District refers or enrolls any other Students during the Term.

FEES

Guaranteed Fees - Program Tuition

During the Term, the District may enroll students in the Program at the following tuition rate:

- a. \$55,000 for the school year for each student enrolled in an IBN Model classroom for RSY, payable in ten monthly installments of \$5,500.00 beginning in August of 2025.
- b. \$65,000 for the school year for each student enrolled in a PALS Model classroom for RSY, payable in ten monthly installments of \$6,500.00 beginning in August of 2025.
- c. \$5,500 for ESY for each student enrolled in an IBN Model classroom for ESY, payable in one installment in July of 2026.
- d. \$6,500 for ESY for each student enrolled in a PALS Model classroom for ESY, payable in one installment in July of 2026.

Related Services

- a. If a one-to-one aide is required for a student enrolled in the Program, SESI will provide the student aide at a per day fee of Two Hundred Twenty-Eight Dollars, Twenty-Five Cents (\$228.25) and will add the additional fee to each monthly invoice.
- b. The District is responsible for the delivery of all other related services (speech, OT, PT, etc.)

FACILITIES USE AGREEMENT FOR SPECIAL
EDUCATION SERVICES

SIERRA SCHOOL AT MANOR

This Facilities Use Agreement ("Agreement") is effective 15th day of August 2025 ("Effective Date"), by and between **MANOR INDEPENDENT SCHOOL DISTRICT**, a political subdivision and public school district of the State of Texas with administrative offices located at 10335 US Hwy 290E, Manor, Texas 78653 ("District" or "Facility Owner") and **SPECIALIZED EDUCATION OF TEXAS, INC.**, a Texas corporation with a corporate address of 150 Rouse Boulevard, Suite 210, Philadelphia, PA 19112 ("Authorized User"), either which may be referred to herein individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties are participants in a regional day school program for qualified students with intensive behavioral needs through an Intensive Behavioral Support Classroom and a Functional Communication Support Classroom, referred to as the Sierra School at Manor ("Program");

WHEREAS, the Program seeks to create and administer a centralized, self-contained classrooms for students with intensive behavioral needs who may or may not reside in the boundaries of participating independent school districts;

WHEREAS, classroom facilities are required to create a centralized self-contained, behavioral classrooms for participating school districts in Program;

WHEREAS, a school district may contract with regional education service centers and other school districts to jointly collaborate on the delivery of effective and efficient educational programs and services to students as authorized by Chapter 791, Interlocal Cooperation Contracts, Texas Government Code;

WHEREAS, the Facility Owner has available classroom spaces that may serve as a centralized, self-contained behavioral program for students and is not currently in use or required for other Manor ISD educational programs and services;

WHEREAS, Authorized User desires to use Facility Owner's available classroom spaces for centralized, self-contained behavioral classrooms for its students, Facility Owner's students and for students from other participating school districts in the Program;

WHEREAS, the Parties seek to enter into an Agreement to allow the Authorized User to use the available classroom spaces from Facility Owner upon agreement on the terms and conditions set forth below; and,

WHEREAS, the Facility Owner shall retain full and complete ownership of the facilities, which are currently not in use for school purposes, but Facility Owner reserves the right to otherwise use the facilities in the future.

NOW, THEREFORE, based on the recitals which are found to be true and correct and for and in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. – FACILITY AND USE OF FACILITIES

1.01 Facilities. This agreement allows use of the following school facilities:

Classroom. Facility Owner agrees to provide classroom facilities in the portable buildings. located at Oak Meadows Elementary School, located at 5600 Decker Lane, Austin, TX 78724. This facility includes a portable building with classroom facilities ("Classroom Facilities"). Exhibit A, attached hereto and incorporated herein, shows the Classroom Facilities. Facility Owner and Authorized User will also complete an inventory of the Classroom Facilities in a form similar to the one attached in Exhibit B. Any third-party provider who may also be using the Classroom Facilities may also complete the inventory form, although it is not required.

Parking and Access: Facility Owner further agrees to provide parking for education staff members who will oversee and direct the Program at 5600 Decker Lane, Austin, TX 78724. The parking will be indicated by Facility Owner and Authorize User agrees to use only the designated parking spaces. Authorized User shall have non-exclusive access to and from the Classroom which shall include parking in designated parking areas as established by the Facility Owner. The Classrooms, parking area and ingress and egress points are subject to access, use and control by Facility Owner.

Cafeteria and Other Facilities: Facility Owner agrees to provide meals for students from the Oak Meadows Elementary School cafeteria. Sierra School students and staff will have a designated area in the Classroom Facilities (portable building) for meals. Oak Meadows Elementary School nurses will be available to administer medications to Sierra School students as needed on a case- by-case basis.

Permitted Use. This Agreement does not entitle Authorized User and/or Authorized User's officers, agents, employees, contractors, students or invitees to enter, occupy, or use any other area, facility, or building owned or controlled by the Facility Owner. This Agreement only entitles the Authorized User and/or Authorized User's officers, agents, employees, contractors, or invitees to use the facilities as follows: for an intensive behavioral support classrooms with up to

ten (10) students in Grades 7-12, including any ancillary and related services thereto; and functional communication support classrooms for up to eight (8) students in Grades 7-12, including any ancillary and related services thereto. The Classroom may be used for the provision of educational services under the Program and directly related activities, and for no other purpose. It will be Authorized User's responsibility to ensure that the Classroom complies with all federal, state, and local standards and insurance requirements applicable to the Program activities taking place in the Classroom. Authorized User and/or Authorized User's officers, agents, employees, contractors or invites have a right to park at Facility Owner's Oak Meadows Elementary School as indicated by Facility Owner. Otherwise, the Parties may agree to another arrangement as long as it is in writing and signed by authorized representatives for both Parties. Under this Agreement, Authorized User may use the Classroom for the sole purpose of the Program as specified herein, and for no other purposes without the prior written consent of the Facility Owner.

1.02 Prohibited Uses. Authorized User shall not:

Violation of Law. Use or permit the Classroom to be used for any purpose in violation of any statute, ordinance, rule, order, or regulation of any governmental authority regulating the use or occupancy of the Classroom.

Interference with School Business. Create any nuisance, interfere with the Facility Owner's normal school operations, permit any waste or use the Classroom in any way that would be construed as extra hazardous, would increase the Facility Owner's insurance premiums or void its policy.

No Nuisance. Use or permit the use of the Classroom in any manner that will tend to create a nuisance.

Non-Educational Use Prohibited. Use or allowing the Classroom to be used for sleeping quarters, dwelling rooms or for any unlawful purpose.

Tobacco/Nicotine Products. Possession or consumption of tobacco/nicotine products is strictly prohibited in the Classroom, adjacent parking area, or elsewhere at any Manor ISD facility.

Food and Beverages. Authorized User understands that Facility Owner prohibits any food or beverages from being sold on Facility Owner's premises without Facility Owner's prior written permission. All meals, food, and beverage will be consistent with Oak Meadows Elementary School policies, practices, and procedures. Authorized User must ensure that any consumption or use of food or beverage is in compliance with Facility Owner's policy and the laws of the State of Texas. Under no circumstances are any alcoholic beverages allowed on any school district property.

1.04. Identification. All of Authorized User's personnel and/or the personnel of any third-party provider contracting with Authorized User who provide services under the Program whose duties require their presence on-site at Manor ISD facilities shall be

clearly identifiable by a distinctive badge furnished by the third-party provider and by Manor ISD. Authorized User shall assist any personnel in obtaining the badges for any contractor personnel who provide services under the Program. It is the sole responsibility of the contractor to Authorized User to ensure that each employee of Authorized User or a third-party provider contracting with Authorized User has proper identification displayed at all times. All identification issued by Manor ISD must be immediately delivered to the Oak Meadows Elementary School front office upon the termination of employment of any contract personnel. Any lost or stolen identification cards must be reported to Manor ISD staff by the next business day and Authorized User is responsible for any replacement costs. Contract personnel shall have this identification in their possession during on-site performance at Manor ISD.

Suitability. Authorized User represents that it has examined the premises and all furniture and fixtures contained in the premises. Authorized User accepts the premises, furniture and fixtures in the Classroom as being clean and in good order, condition and repair. In the absence of any such inspection, Authorized User accepts and will be responsible for the condition of the Classroom during its use. Authorized User agrees that the Classroom is suitable for use for Authorized User's intended purposes.

Condition of Classroom. Authorized User agrees to utilize the Classroom in its present "AS IS" condition.

ARTICLE 2. - AGREEMENT TERM

Beginning and End Date. The term of this Agreement begins on August 15, 2025 and ends on July 31, 2026 ("Initial Term"). This Agreement may be renewed for additional one-year terms ("Extended Term") concurrent with the Manor Independent School District Services Agreement, subject to approval by Facility Owner's Board of Trustees, Authorized User's Board, and/or by a duly authorized designee for each Party.

Termination. This Agreement will terminate without further notice when the Initial Term or an Extended Term expires without renewal by the Parties or when the Manor Independent School District Services Agreement terminates.

Early Termination by Facility Owner. Facility Owner shall have the right to terminate this Agreement at any time and for any reason, with or without cause, upon agreement of both parties to terminate prior to the last day of school.

Early Termination by Authorized User. Authorized User shall have the right to terminate this Agreement at any time and for any reason, with or without cause, upon agreement of both parties to terminate prior to the last day of school.

No Holdover. Upon termination, Authorized User shall vacate the Classroom, subject to the applicable terms in this Agreement, no later than the last day of the Agreement term.

Suspension/Termination. Upon written notice to Authorized User, Facility Owner may suspend this Agreement based on a breach or nonperformance of a duty by Authorized User as set forth in this Agreement. In its notice letter, Facility Owner will notify Authorized User of the deficiency and provide it with ten (10) days to cure the deficiency to the satisfaction of Facility Owner. If the breach is not cured by Authorized User to the satisfaction of Facility Owner after the expiration of this period, Facility Owner shall have the right to immediately terminate this Agreement and pursue its legal remedies.

ARTICLE 3. - RENT

Rent. Facility Owner will provide the Classroom Facilities at no cost to Authorized User so long as Facility Owner is the Host District for the Program.

ARTICLE 4. – UTILITIES, CUSTODIAL SERVICES, AND INSURANCE

4.01. Utility Payments. Facility Owner shall provide water, heat, gas, electricity, sewer, internet, telephone, and other utilities related to and arising from this Agreement and use of the Classroom Facilities.

Building Structure and Maintenance. Facility Owner shall provide usual, customary and typical building repairs and maintenance practices on the Classroom Facilities; including structural, electrical, plumbing, HVAC, etc. Facility Owner represents and warrants that as of the date of this Agreement, the Classroom Facilities are not in violation of applicable building codes and laws relating to the electrical, mechanical, sprinkler, fire and life safety and plumbing systems, and that such systems are sufficient to support Authorized User's identified use of the Classroom Facilities. Facility Owner represents that the Classroom Facilities are in substantial compliance with all laws and regulations, including the Americans With Disabilities Act. Facility Owner, at its sole cost and expense, shall be responsible for complying with: (i) any current (in effect on the date of this Agreement) law, ordinance, rule or regulation of any governmental agency to the extent that such requires any alterations; and (ii) any future law, ordinance, rule or regulation of any governmental agency to the extent that such requires any alterations other than those arising or related to Authorized User's specific use of the Classroom Facilities.

Custodial Services. Facility Owner shall provide custodial services for the Classroom Facilities.

4.02. Insurance. Authorized User will provide and keep in force the following insurance coverage and limits:

- Auto Coverage: \$1,000,000
- General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate
- Property Coverage: \$1,000,000

Facility Owner shall be named as an additional insured, against claims for bodily injury and property damage in with combined single limit of \$1,000,000.00. Upon request, Authorized User will provide copies of insurance certificates. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Authorized User must not later than ten (10) days after the renewal or change, provide Facility Owner with a copy of an insurance certificate evidencing the renewal or change. Authorized User must endeavor to provide 30-days' notice of cancellation to the Facility Owner. Authorized User further understands and agrees that Authorized User is solely responsible for any deductible attributed to a loss on any of the policies.

If a natural disaster (which is defined as including but is not limited to: flooding, cold wave, drought, earthquake, hail, heat wave, hurricane (tropical cyclone), ice storm, landslide, lightning, riverine flooding, strong wind, tornado, typhoon, tsunami, wildfire, winter weather, etc.) damages any personal property in the Classroom not belonging to Facility Owner, Authorized User understands and agrees that Facility Owner is not responsible or liable for any such damages and it is Authorized User's sole obligation to ensure that the insurance policy covers the loss of any of Authorized User's personal property. In the event of a natural disaster causes damage to the Classroom that makes the property unusable or uninhabitable, then the Agreement automatically terminates. Authorized User understands and agrees that if Facility Owner is required to close the school for any natural disaster or other cause (such as burst pipes or repairs), then Facility Owner will notify Authorized User as soon as possible. Facility Owner is not responsible for any claims related to the required closure of the facilities to address immediate repair issues.

Student Transportation. Authorized User understands and agrees that each Facility Owner is responsible only for the transportation of Facility Owner's own students.

ARTICLE 5. - CONDITION OF CLASSROOM

Maintenance and Repair. Authorized User shall keep and maintain the Classroom Facilities in a good state of appearance and repair, except for reasonable wear and tear. Facility Owner will provide janitorial services for the Classroom Facilities. Consistent with Section 4.02, Facility Owner is responsible necessary replacements or repairs to the structure, roof, heating, cooling, ventilating, electrical, mechanical or plumbing or other building

systems or utility lines.

5.01. Condition of Classroom at Agreement End. Authorized User agrees to and shall, on expiration or termination of the term hereof, promptly surrender and deliver the Classroom to Facility Owner in good condition and free from damage, other than normal wear and tear, and pay Facility Owner for all necessary repairs to the Classroom, at the sole discretion of the Facility Owner.

Right of Entry. Facility Owner may enter the Classroom without notice to Authorized User.

Alterations, Additions, and Improvements. Authorized User shall not make or allow any alterations, additions or improvements to the Classroom without the prior written consent of the Facility Owner, which shall not be unreasonably withheld. All such alterations, additions or improvements to the Classroom shall become a part of the premises, and shall become the property of the Facility Owner upon termination of this Agreement, unless such additions, improvements, or alterations are not considered affixed to the property and Authorized User can remove the property with no damage or negative effects to the Classroom or such damage can be and is repaired to the same or better condition as that portion of the premises was delivered to Authorized User. Requests or notices of this nature should be submitted to Manor ISD's Superintendent.

Facility Owner agrees to modify the Classroom Facilities to install one (1) standard- sized toilets in no more than three (3) classrooms.

Abandonment. If Authorized User moves out of the property prior to termination of this Agreement, Facility Owner shall have the right to enter the premises (and may, at Facility Owner's sole discretion, terminate this Agreement prior to the end of the Term) without relieving Authorized User of its obligations under this Agreement.

ARTICLE 6. - ASSIGNMENT NOT PERMITTED

6.01. Authorized User shall not assign its rights and obligations under this Agreement without the prior written consent of the Facility Owner.

ARTICLE 7. - GENERAL PROVISIONS

No Partnership or Joint Venture. The relationship between Facility Owner and Authorized User is solely that of property owner and tenant and is not and may not be deemed a partnership or a joint venture.

No Waiver. No waiver by either party of any default or breach of any covenant or term of this Agreement may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Agreement.

ARTICLE 8. - RELEASE OF CLAIMS

8.01. AUTHORIZED USER AGREES TO RELEASE AND HOLD HARMLESS, FACILITY OWNER, ITS OFFICIALS, TRUSTEES, EMPLOYEES, AGENTS AND REPRESENTATIVES, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, ("PARTIES"), FROM ANY AND ALL THIRD PARTY CLAIMS OF LOSS, COSTS, PENALTIES, SANCTIONS, PROPERTY DAMAGES, OR PERSONAL ILLNESS OR INJURIES OF ANY KIND AND TO ANY PERSON OR ENTITY (INCLUDING COURT COSTS AND ATTORNEY'S FEES INCURRED BY THE RELEASED PARTIES) ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY USE OF THE CLASSROOM FACILITIES (OR FACILITY OWNER'S REAL OR PERSONAL PROPERTY OR EQUIPMENT, IN WHOLE OR IN PART), DUE TO A NEGLIGENT ACT OR WILLFUL OMISSION BY AUTHORIZED USER, ITS STUDENTS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AUTHORIZED USERS, OR INVITEES.

ARTICLE 9. - MISCELLANEOUS

Notices and Addresses. All notices required under this Agreement may be given by hand delivery, certified mail, return receipt requested, or overnight mail service, addressed to the proper party, at the following addresses:

Facility Owner:	Manor Independent School District ATTN: Superintendent, Dr. Robert Sormani 10335 US Hwy 290E Manor, Texas 78653 Phone: (512) 278-4000
Authorized User:	Specialized Education of Texas, Inc. 150 Rouse Boulevard, Suite 210 Philadelphia, PA 19112 ATTN: Dawn Thomas With a copy to counsel at the address above and contracts@fullbloom.org

Notices are effective when received. Either Party may change the address or fax number to which notices are to be sent by sending written notice of the new address or number to the other Party.

Parties Bound. This agreement binds and inures to the benefit of, the Parties to the Agreement and their respective successors, and assigns. The Agreement is not intended, nor shall it benefit third parties.

Texas Law to Apply. This Agreement is to be construed under Texas law, and all obligations of the parties created by this Agreement are wholly performable in county wherein the Classroom is located, which shall serve as the mandatory venue of any legal dispute arising or related to this Agreement or use of the Classroom.

9.01. Legal Construction. If any one or more of the provisions in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect

any other provision of the Agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

9.02. Prior Agreements Superseded. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

9.03. Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated after the date of this Agreement, and duly executed by the parties.

Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Attorney's Fees and Costs. Subject to court order, each party agrees that it is responsible for its own attorneys' fees and costs.

Further Acts. In addition to the acts recited in this Agreement to be performed by Facility Owner and Authorized User, the Parties agree to perform or cause to be performed during the term of this Agreement all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

No Waiver of Immunity. The Parties agree that this Agreement does not waive or relinquish any immunity or defense on behalf of itself, its officials, trustees, officers, employees, agents or representatives.

Authority. The parties executing this Agreement represent and warrant that they have the proper and lawful authority to bind their respective entities to all terms and conditions set forth herein.

Execution of Documents. Electronic signature via e-mail, facsimile, or other electronic means shall be binding on the parties and shall be effective upon receipt of an electronic copy of the agreement by the Parties, evidencing the signature of both Parties.

9.13. Attorney's Fees and Costs. Subject to court order, each parties agrees that it is responsible for its own attorneys' fees and costs.

9.14. Further Acts. In addition to the acts recited in this Agreement to be performed by Facility Owner and Authorized User, the Parties agree to perform or cause to be performed during the term of this Agreement all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

9.15. No Waiver of Immunity. The Parties agree that this Agreement does not waive or relinquish any immunity or defense on behalf of itself, its officials, trustees, officers, employees, agents or representatives.

Authority. The parties executing this Agreement represent and warrant that they have the proper and lawful authority to bind their respective entities to all terms and conditions set forth herein.

Execution of Documents. Electronic signature via e-mail, facsimile, or other electronic means shall be binding on the parties and shall be effective upon receipt of an electronic copy of the agreement by the Parties, evidencing the signature of both Parties.

The Facility Owner and Authorized User execute this Agreement with the Effective Date as noted above. The signatories below represent and warrant that they have authority to enter into this Agreement and bind their respective parties:

AGREED TO BY: MANOR INDEPENDENT SCHOOL DISTRICT

By: Robert Sormani
Robert Sormani (Aug 8, 2025 16:43:08 CDT)

Signature

Name: Dr. Robert Sormani
Title: Superintendent
Date: 08/08/2025

AGREED TO BY SPECIALIZED EDUCATION OF TEXAS, INC.

By: Dawn Thomas
Dawn Thomas (Aug 1, 2025 07:39:10 CDT)

Signature

Name: Dawn Thomas
Title: President
Date: 08/01/2025

EXHIBIT A CLASSROOM FACILITIES

Portable building facilities are indicated by the yellow rectangle below.



**EXHIBIT B CLASSROOM
INVENTORY**

- SAMPLE FORM ONLY -

FURNITURE/MATERIALS/EQUIPMENT

TO BE PROVIDED BY MANOR ISD TO THE PROGRAM

ITEMS (with brief description and quantities)	QUANTITY (or write N/A)	MOVE-IN CONDITION	MOVE-OUT COMMENTS
Student Desks			
Teacher Desks			
Student Chairs			
Teacher/Staff Chairs			
Tables			
Shelves			
Blackboards			
Whiteboards			
Interactive Boards	0		
Projectors			
FM system			
Laptops / iPad			
Tangible Reinforcers			
Sensory Equipment			

Curriculum			

[Please make additional copies of this page as needed.]

The following entities agree on the above-referenced inventory for the Classroom Facilities and further agree to update the inventory if any items are added, removed, or replaced during the Term of the Agreement.

Signed and Agreed to By:

For Manor ISD:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

For Specialized Education of Texas, Inc.:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Bonfire Intake Checklist

Non-bond-related contracts/projects must be submitted in Bonfire 8 weeks prior to the start of service. The campus or department is responsible for completing the information below. This contract will be reviewed and signed by the authorized signer or designee for the District. An electronic copy of the signed and approved contract will be uploaded into Bonfire. Once the approved contract has been uploaded into Bonfire the contract owner/s will receive an email from Bonfire notifying them of the contract completion status. The contract owner/s will have access to the contract in which they are responsible for forwarding it to the contractor.

Contract Name: Specialized Ed. of Texas (SESI)

Campus/Department: Central / Special Programs Contact Name: Rick Bean

Budget Code: AAE 11 6299 02999 023 360 Requisition #: 000102562

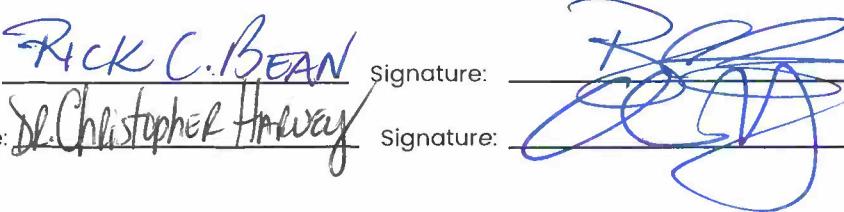
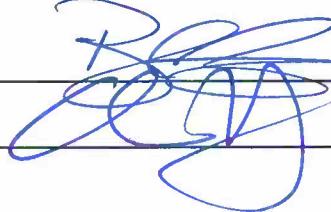
Prior to submitting to Bonfire please verify the following:

- Vendor is a current vendor on Skyward - (If not, the vendor will need to submit a [vendor application](#))
- Vendor has signed the contract
- Does the vendor require WiFi Access?
- Will the vendor need access to Student Data? (If yes, a [DPA](#) will need to be filled out and signed)
- Will the vendor require software installation on any devices or systems?

Please see the Purchase Threshold table below to know what additional documents need to be attached to your Bonfire Intake:

Local Funds						Federal Funds			
	Less than \$10,000	\$10,000 to \$49,999 (Vendor is part of a CO-OP)	\$10,000 to \$49,999 (Vendor is NOT part of a CO-OP)	Over \$50,000 (Vendor is part of a CO-OP)	Over \$50,000 (Vendor is NOT part of a CO-OP)	Less than \$10,000	\$10,000 to \$49,999 (Vendor is part of a CO-OP)	Over \$50,000 (Vendor is NOT part of a CO-OP)	Over \$50,000 (Vendor is NOT part of a CO-OP)
Support Required	1 Quote	1 Quote	3 Quotes	Competitive Procurement	Competitive Procurement	1 Quote	3 Quotes	Competitive Procurement	Competitive Procurement
Additional Forms	No	No	Quote Summary	CO-OP Award info	BID or Proposal Tabulation Form	SRER	Quote Summary , SRER	SRER , CO-OP Award Info	SRER , BID or Proposal Tabulation Form
RFP/RFQ	No	No	No	No	Yes	No	No	No	Yes
Board Approval	No	No	No	Yes	Yes	No	No	Yes	Yes
Advertising (two consecutive weeks)	No	No	No	No	Yes	No	No	No	Yes

By signing below, I confirm that I have reviewed the contract information and ensured that all required documentation has been provided.

Principal/Director Name: Rick C. BEAN Signature:  Date: Aug 1, 2025
 Department's Chief Name: Dr. Christopher Hawley Signature:  Date: 8-5-25

161(SPED)26-02 SESI.2025

Final Audit Report

2025-08-08

Created:	2025-08-08
By:	Chrissie Bryant (chrissie.bryant@manorisd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE5yO3pylh6K5AeH4b1P_MUQGc4JmGd8p

"161(SPED)26-02 SESI.2025" History

-  Document created by Chrissie Bryant (chrissie.bryant@manorisd.net)
2025-08-08 - 9:25:15 PM GMT
-  Document emailed to Robert Sormani (robert.sormani@manorisd.net) for signature
2025-08-08 - 9:26:27 PM GMT
-  Email viewed by Robert Sormani (robert.sormani@manorisd.net)
2025-08-08 - 9:42:53 PM GMT
-  Document e-signed by Robert Sormani (robert.sormani@manorisd.net)
Signature Date: 2025-08-08 - 9:43:08 PM GMT - Time Source: server
-  Agreement completed.
2025-08-08 - 9:43:08 PM GMT



Adobe Acrobat Sign