



Out of the Box Academy

Service Agreement

This Service Agreement (the "Agreement") entered into on June 1, 2018 (the "Effective Date") by and between **Out of the Box Behavioral Solutions, LLC**, an Ohio limited liability company doing business as Out of the Box Academy (the "Service Provider"), and Norton City Schools (the "School District"), with regard to and for the benefit (the "Student").

WHEREAS, the Service Provider has expertise in the development, implementation, and supervision of a therapeutic, private educational program and provides special education services and related services for students with developmental disabilities;

WHEREAS, the School District has prepared and is operating pursuant to an Individualized Education Program (IEP) for the benefit of the Student; and

WHEREAS, the School District desires to meet its requirements under the IEP by engaging the Service Provider to provide the services identified herein for the Student, and the Service Provider agrees to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Services.** The Service Provider shall provide the following services, among other services, for the Student (the "Services").
 - IEP Case Management
 - Implement General Education Curriculum to meet Ohio Learning Standards
 - Annual State Testing; as required
 - Progress Reports; Quarterly
 - Report Cards; Quarterly
 - Attendance Records; Quarterly
 - Transcripts

2. **Delivery of IEP.** On or before the Effective Date, the School District shall provide the Service Provider the IEP. The School District shall obtain any and all consents necessary to provide the Service Provider the IEP and other documentation needed and/or requested by the Service Provider to provide the Services. The Service Provider shall not be liable for the School District's failure to obtain consent and/or to do any other act necessary to provide, or for the School District's violation of any law, regulation, rule, or guidance in providing, the IEP and other documentation concerning the Student to the Service Provider.

Miscellaneous. The failure of either party to insist in any one or more instances upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder, or the future performance of any such term, covenant, or condition, but the obligations of either party with respect thereto shall continue in full force and effect. The rights, benefits, duties, and obligations under this Agreement shall inure to and be binding upon the parties and their successors and permitted assigns. This Agreement may not be transferred or assigned by the School District. The Service Provider may assign any of its rights and obligations hereunder to any subsidiary, affiliate, or successor. Except as expressly set forth in this Agreement, nothing in this Agreement is intended to create, or shall be construed as creating, third party beneficiary rights in any third party, including the Student and/or the Student's family. The rights and obligations of the parties hereunder and the interpretation of this Agreement shall be governed by the laws of the State of Ohio (other than those relating to conflicts of laws). All cases and controversies arising under this Agreement shall be resolved in the federal, state, and local courts sitting in Summit County, Ohio. The parties hereto hereby consent and submit themselves to the jurisdiction of the courts sitting in Summit County, Ohio, and agree that service of process on them in any civil action commenced to resolve a case or controversy arising under this Agreement may be affected by ordinary mail. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect thereto. This Agreement may not be amended or modified except in writing signed by the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" form (*i.e.* .pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the Effective Date.

"SERVICE PROVIDER"

Out of the Box Behavioral Solutions, LLC

"SCHOOL DISTRICT"

Norton City Schools

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____