



## **Out of the Box Academy Service Agreement**

This Service Agreement (the "Agreement") entered into on July 1, 2020 (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 School District (the "School District"), with regard to and for the benefit of the student identified (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 identified (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.

**3. Payment Terms** For provision of the Services, the School District shall pay the Service Provider the total sum of \$67,500.00 (the "Annual Tuition"). The School District shall pay the Tuition in 12 equal monthly installments of \$5,625.00. The School District shall make recurring monthly payments. Funds shall be delivered to the Service Providers principal place of business, or at such other locations as the Service Provider may designate. Any amount due that is not paid within five (5) days of when due shall bear interest from the date when due until said amount is paid in full at a rate per annum equal to three percent (3%).

**4. Transportation** OOTBBS shall provide Transportation, to and from OOTBBS (Service Provider) located at 1011 Gorge Blvd. Akron, OH 44310. Annual transportation is \$18,000.00 with The School District paying in 12

equal monthly installments of \$1,500.00. The Service Provider will be solely responsible for coordinating transportation with the student's family.

**5. Term and Termination.** Unless sooner terminated, the term of this Agreement shall begin on the Effective Date and shall continue thereafter for a period of one (1) year. Either party may terminate this agreement by providing the other party not less than thirty (30) days prior written notice.

**6. Notice** Any notices required or permitted hereby shall be deemed to have been duly given: **(a)** three (3) days after mailing if delivered by postage prepaid, first class mail, or **(b)** one (1) business day after being sent by nationally recognized, overnight-delivery service, charges prepaid, addressed as follows:

**To Service Provider:**

Out of the Box Behavioral Solutions, LLC

1011 Gorge Blvd Akron, Ohio 44310

Attn: Dr. Elizabeth Grafious

**To School District:**

Norton City Schools

4108 S Cleveland Massillon Rd.

Barberton, Ohio 44203

**Indemnification** To the fullest extent permitted by law, the School District shall release indemnify defend, and hold harmless the Service Provider, its affiliates, and their respective owners, members, shareholders, directors, managers, officers, employees, contractors, representatives, and agents

(each an "Indemnified Party"), from and against all claims, demands, causes of action, losses, liabilities (including without limitation fines and penalties) costs, and expenses (including without limitation reasonable attorney fees and other costs of defense) (collectively, losses) arising out of or incident to this Agreement, the performance of the Services, and/or the Service Provider's receipt of the IEP or other documentation, except to the extent such Losses were caused by the willful misconduct of an Indemnified Party.

**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 insure 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

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature and Date** \_\_\_\_\_

**"SCHOOL DISTRICT"** Norton School District

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature and Date** \_\_\_\_\_

Identified Student and SSID #

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