



OUT OF THE BOX  
BEHAVIORAL SOLUTIONS

September 30, 2013

This Agreement is entered into on this \_\_\_ day of September, 2013, by and between the Norton City School District Board of Education ("School Board") and Out of the Box Behavioral Solutions.

Whereas, Out of the Box Behavioral Solutions has expertise in the development, implementation, and supervision of an educational program known as the Step Together Program; and

Whereas, the School Board wishes to engage Out of the Box Behavioral Solutions in an advisory capacity to assist in developing, providing and maintaining the Step Together Program for its student, [REDACTED] ("Student"); and

Whereas, the Parties wish to document the understanding of their relationship with respect to the development, implementation and supervision of the Step Together Program.

Now Therefore, the parties agree as follows:

- 1) This agreement applies to the 2013-2014 school year and extended school year (ESY) services in 2014 and which agreement may be renewed from year to year with the parties' written approval.
- 2) The obligations herein, applicable to Out of the Box Behavioral Solutions and the School Board are contingent upon the Student's continued residency within the boundaries of the Norton City School District, the Student's continued enrollment in the Norton City School District and Parent's agreement to the Student's continued attendance at the Out of the Box Behavioral Solutions program.
- 3) Should any of the above-referenced conditions not be met, the School Board shall have no further obligation for any tuition payments under this Agreement. In the event of the Parent's unilateral withdrawal of the Student from Out of the Box Behavioral Solutions, the School Board shall be responsible for tuition only up until the date of said withdrawal.

4) The Student's placement at Out of the Box Behavioral Solutions, for purposes of this Agreement, is not deemed "stay put."

5) The parties agree that while the Student attends the program operated by Out of the Box Solutions, the School Board shall not be responsible for FAPE or the development or implementation of the Student's individualized educational program ("IEP") for the 2013-2014 school year and ESY 2014. Out of the Box Behavioral Solutions shall have full authority to amend and/or develop the Student's IEP in the manner it deems appropriate. The School Board shall not be responsible for the efficacy of the Student's educational program at Out of the Box Behavioral Solutions. The School Board remains responsible for triennial evaluations.

6) Out of the Box Behavioral Solutions agrees that, in addition to the provisions in the Student's IEP, her educational program shall include the following:

- Follow Coventry School Year Calendar for Regular School Year will attend Extended School Year in one of Out of the Box Behavioral Solutions Programs for a minimum of 5 weeks in Summer.
- Assessments
- Behavioral Support
- Facilitator Training & Supervision
- Program Implementation Facilitator
- Transportation
- Data Trackers
- Speech Therapist Assessment and Consultation/Therapy
- One in-person meeting a month with parents. Yearly Meetings with District.
- De-Escalation
- Program Implementation that includes a highly structured environment
- PECS Implementation
- Implementation of follow through with communication device
- Calm, clear body and verbal presence
- Implementation of modeling positive social interactions
- Positive team members that follow data collection protocol
- Transition Plan

7) The parties agree that the School Board may remain involved in the Student's educational program. Personnel employed by the School Board will be permitted, upon request and with reasonable notice, to observe the Student during the 2013-2014 school year and/or during ESY. Out of the Box Behavioral Solutions will provide the School Board with notice of the Student's IEP meetings and its representative shall be invited to attend all such meetings. Notice shall be provided via email or regular U.S. mail to Dave Dunn, Superintendent or his designee.

8) Out of the Box Behavioral Solutions will provide the School Board with copies of all progress reports and/or grade reports that are provided to Parents, not less than quarterly during the school year.

9) The cost for the Out of the Box Behavioral Solutions 12-month program is forty five thousand dollars (\$45,000). A down-payment of ten thousand dollars (\$10,000) shall be due on or before October 31, 2013, or other date as the parties may agree. The balance of thirty five thousand dollars (\$35,000) shall be paid at the monthly rate of five thousand dollars (\$5,000), for November and December, 2013, and two thousand five hundred dollars (\$2,500) per month thereafter. In the event the parties renew this agreement for the 2014-2015 school year or beyond, payments shall be due monthly but no down-payment shall be required.

10) Out of the Box Behavioral Solutions and the School Board agree that, should Student's enrollment continue beyond summer 2014, the annual cost of the Student's educational program, as referenced in paragraph 9, above, shall not increase over the next two (2) school years. Thereafter, should the parties continue to renew this agreement, the annual cost shall increase more than two percent (2%) per year.

11) The School Board and Out of the Box Behavioral Solutions have the right to terminate this contract upon thirty (30) days advance written notice. Out of the Box Behavioral Solutions will be paid for services and approved expenses incurred through the last day the Student attended the Step Together Program.

Norton City School District Board of  
Education

Date



Elizabeth Grafious, Owner  
Out of the Box Behavioral Solutions

9/30/13

Date