



TRECA  
107 North Main Street  
Marion, OH 43302  
Phone: 888-828-4798  
Fax: 740-389-6695

## **SERVICE AGREEMENT CREDIT RECOVERY**

This Service Agreement ("Agreement") is entered into on July 1, 2024 by and between the Ridgedale Local School District, having an address at 3103 Hillman Ford Road, Morral, Ohio 43337 ("the School"), and TRECA Digital Academy ("TRECA"), having an address at 107 North Main Street, Suite 100, Marion, Ohio 43302.

WHEREAS the School is desirous of providing online instruction to school children who attend the School and utilize this curriculum as a credit recovery and/or other educational option commencing with the 2024-2025 school year; and

WHEREAS TRECA has determined that it possesses the necessary resources for the operation of the School and can accommodate the required demand upon its human and technical resources during the planning as well as the operational phases of the School; and

WHEREAS both the School and TRECA are desirous of working cooperatively to deliver an innovative and much-needed educational program to the school's children as a credit flexibility educational option.

Now, therefore, in consideration of the provisions of this Agreement and the mutual covenants and promises set forth herein, the parties agree as follows:

- I.** In the core subjects of English Language Arts, Math, Science, and Social Studies, and for TRECA-approved credit recovery elective courses for the 2024-2025 school year, and except as otherwise provided herein, TRECA shall provide instructional services to the school's students as determined by the School.
- II.** The School shall employ a director who shall oversee and coordinate the daily operation and management of the services provided by TRECA and shall serve as a liaison between the school and TRECA.
- III.** Except as otherwise provided herein or in the exhibits attached hereto, and unless otherwise agreed in writing by the parties, curricular services provided by TRECA shall be limited to the standard credit recovery curriculum developed and agreed to by TRECA and the School. These curricular options may be provided by TRECA's regular education teachers (i.e., services do not include special education and related services) or by the School's instructional staff as mutually agreed upon by the parties.
- IV.** TRECA services provided under this Agreement are subject to applicable third party licensor's license terms. The School agrees to at all times abide by and be bound to these

terms. Further the School agrees to indemnify and hold harmless TRECA from any violation of these third party license terms.

- V. In exchange for the services and support provided by TRECA pursuant to this Agreement, the School shall pay to TRECA all of the following amounts:
- A. For the 2024-2025 year, the School, for the use of the credit recovery curriculum, shall pay TRECA \$95 per seat for purchases of 40 or more seats. For the terms of this contract, the School must purchase a minimum of 40 seats. The School shall initially purchase \_\_\_\_ seats.
  - B. Should TRECA's curriculum licensure agreement require the additional purchase of licenses due to the School's requested increase in the number of initially purchased seats as stated in Section 5(a), the new rate will be determined by the cost charged for these new licenses. The School will be notified as to the price structure change and the reason for it. The School shall then decide whether to proceed ahead with the new purchases.
  - C. For the 2024-2025 year, the School shall pay TRECA an implementation/maintenance fee of \$300 to be included on the first invoice.
  - D. Any professional development provided by TRECA to the School for instructional training shall be offered at \$450 for each half-day (3 hours) or \$700 for each full day (6 hours) session plus mileage.
  - E. The total amount due from the School to TRECA as defined in Section 5(a-e) shall be payable upfront or as otherwise agreed upon between the parties. The amount due shall be paid within thirty (30) days upon receipt of the bill. A monthly five-tenths percent (.5%) late fee may be accessed on any money owed over forty-five days (45) beyond the original billing date. If payment is not received within thirty (30) days, TRECA reserves the right to immediately suspend and/or terminate any and all contracted services to the School under this Agreement.
- VI. In the case of students enrolled in the School who are Disabled or Suspected Disabled, as defined by Federal and State laws and regulations, the School shall provide all required services.
- VII. At any time during the term of this Agreement, by mutual agreement of the parties, all or a portion of the duties assigned to TRECA hereunder may be transferred to the School with a concomitant reduction in the funding provided to TRECA by the School, as determined by the parties.
- VIII. If, through the informal processes of discussion and negotiation, officials of the School and TRECA are unable to resolve differences arising from the operation of the School or the interpretation of the Agreement, either party may request the services of a mediator appointed by the Federal Mediation and Conciliation Service (FMCS) in accordance with its regular procedures. If, sixty (60) days after the mediation process is commenced, the parties are still unable to reach agreement, the parties may, by mutual consent, proceed to binding arbitration of the dispute. Such arbitration shall be conducted by an arbitrator mutually jointly selected by the parties or, if unable to agree on such selection, by an arbitrator appointed by the FMCS in accordance with its regular procedures. Any fees required by the

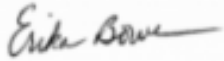
FMCS or the arbitrator shall be borne by the parties equally; otherwise, each party shall bear its own costs. If the parties, after the failure of the mediation process described above, do not mutually agree to proceed to binding arbitration, each shall then be left to whatever legal remedies may exist under law.

#### **IX. Miscellaneous**

- A. At all times, the relationship of the parties shall be as independent contractors. Each party shall exercise independent professional judgment and determine for itself the manner by which it fulfills its obligations hereunder. This Agreement creates no third party beneficiaries.
- B. This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein; it may be amended or modified only by a writing signed by the parties; and, it shall be governed by and interpreted in accordance with the laws of Ohio.
- C. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth above, or to such other address as either party may hereinafter give notice to the other in writing. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service.
- D. All students receiving the services provided by TRECA herein shall be enrolled in the School and choose such services as an option of the School's credit flexibility program.
- E. This Agreement shall be for a term of twelve (12) months, commencing on July 1, 2024 ending on June 30, 2025. Notwithstanding the foregoing, either party may terminate this Agreement at any time without cause by providing the other party with at least thirty (30) days advanced written notice of said termination.
- F. Both parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies.
- G. No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other party with any obligation or condition hereunder and no custom or practice of the compliance with any of the terms of this Agreement. Waiver by either party of any particular default shall not affect or impair either party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its term.
- H. Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.
- I. Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any revision, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

**SIGNATURE PAGE BELOW**

**AUTHORIZED DISTRICT SIGNATURES:**



8/21/24

Authorized Signature (Ridgedale Local School District)

Date

Superintendent

Title

**FOR INTERNAL USE:**

\*Check receipt of PO-Purchase Order # \_\_\_\_\_ Date: \_\_\_\_\_

TRECA Authorized Signature-Treasurer/CFO

Date