

CONTRACT FOR THE PROVISION
OF SUPPORT SERVICES
BIG WALNUT LOCAL SCHOOL DISTRICT
Fiscal Year 2012

This Contract for the Provision of Support Services ("Contract") is entered into by and between the Tri-Rivers Educational Computer Association ("TRECA") and the Board of Education of the BIG WALNUT LOCAL SCHOOL DISTRICT ("the District").

WHEREAS, Ohio Revised Code Section 3313.842 allows boards of education to enter into joint educational programs; and

WHEREAS, TRECA is a consortium of Ohio school district boards of education (and other educational entities) that has assisted community schools throughout Ohio in the delivery of high quality and cutting-edge computer-based educational programs and support systems, and on an ongoing basis trains teachers and administrators in the operation of the same; and

WHEREAS, the District is desirous of providing online instruction to school children who reside within the District commencing upon the signature date for Fiscal Year 2012; and

WHEREAS, the District has determined that TRECA is currently the best available source for this instruction; and

WHEREAS, TRECA has likewise determined that it possesses the necessary resources and can accommodate the required demand upon its human and technical resources;

WHEREAS, both the District and TRECA are desirous of working cooperatively to deliver an innovative and much-needed educational program to school children, and in particular to those children for whom traditional forms of instruction pose difficulties due to social, behavioral, disciplinary, and medical issues.

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

I. SERVICES.

TRECA will identify students residing within the District that seek to enroll in the TRECA Digital Academy ("TDA") and who are in need of support services. For each student identified by TRECA and referred to the District for services, the District will perform the following services:

- A. The District will assist the student, when requested, with completing the application process to enroll in TDA.

- B. The District will expedite the forwarding of student enrollment records and academic transcripts to TRECA upon the student's enrollment in TDA.
- C. The District shall work cooperatively with TRECA to resolve and/or avoid funding disputes on SOES error reports.
- D. When requested, if the student withdraws from TDA, the District will assist the student with completing the withdrawal process.

II. FEES

In consideration of the Services provided by the District pursuant to this Agreement, TRECA will pay the District up to \$1,000 a year for each student identified by TRECA for which the District provides support services. The total amount paid to the District will be prorated for each student based on the actual number of days the student is enrolled in TDA during the school year. The per diem rate is approximately \$5.56 per day per student. TRECA will pay the District any fees due under this Agreement after the conclusion of Fiscal Year 2012.

Should TRECA institute new curricular, staffing, and/or instructional strategies after July 1, 2011 that increase operational costs, the School agrees that the level of reimbursement described in the previous paragraph may be reduced depending upon the level of increase. The School will be notified of the change in reimbursement rate and the rationale for such change. The new rate will be effective as of date stated in the notification.

Payment of these fees is contingent upon all other bills and financial liabilities owed to TRECA, either by the school district or the district community school, being up-to-date and paid in full.

III. TERM

This Agreement shall commence on July 1, 2011, provided this signed agreement has been returned to TRECA no later than September 30, 2011, and expires on June 30, 2012.

IV. MISCELLANEOUS

- A. In the event that payments to TRECA from the Department of Education are reduced through no fault of TRECA, the payments due from TRECA to the District shall be reduced accordingly.
- B. 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.

- C. 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.
- D. 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.
- E. The parties acknowledge that under the terms of this Agreement they will be exchanging personally identifiable student information. Each party agrees that it will not release educational records to third parties except as required by FERPA (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code 3319.321.

**BOARD OF EDUCATION OF BIG
WALNUT LOCAL SCHOOL DISTRICT**

**TRI-RIVERS EDUCATIONAL
COMPUTER ASSOCIATION**

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____