



educational service center
of Central Ohio

Contracted Service Agreement

Center For Student Services

General Terms and Conditions

These General Terms and Conditions, together with the Related Statement of Work, become the Agreement between the parties as to the subject matter of the Statement of Work. Agreement to the Statement of Work and these General Terms and Conditions is signified by an authorized representative of the Educational Service Center of Central Ohio and the undersigned client, Galion City Schools.

1. **Services:** ESCCO shall work collaboratively with the CLIENT to provide services as outlined in the attached Statement of Work.
2. **Client Responsibility:** The CLIENT shall submit a purchase order number to the ESCCO for invoicing purposes, upon receipt and approval of the CONTRACTED SERVICE AGREEMENT/STATEMENT OF WORK.
3. **Intellectual Property:** The ESCCO wholly and solely owns all content and materials developed under this Agreement and shall retain the right to distribute any content or materials as it deems appropriate. CLIENT may use any content or materials developed under this Agreement for its internal purposes and shall not distribute any content or materials owned by ESCCO without advanced, written consent, outside of personnel employed by the district.
4. **Payment:** The CLIENT shall pay the fees for the Services and any materials as set forth in the Statement of Work. ESCCO will provide invoices as indicated in the Statement of Work. ESCCO staff time will be billed at the rates set forth in the Statement of Work. If ESCCO incurs out-of-pocket expenses incident to performing this Agreement, ESCCO shall be reimbursed to the extent those expenses are documented and reasonable. ESCCO's request for reimbursement shall be submitted with the related invoice.
5. **Terms and Termination:** Upon execution, this Agreement is effective as of the date indicated in the Statement of Work and shall remain in effect for a period set forth in the Statement of Work or until the Services have been completed in every material respect, unless earlier terminated pursuant to this section. This Agreement may be extended by the parties upon mutual written agreement, and if ESCCO continues to provide substantially similar services at substantially similar fees or rates, consistent with the Statement of Work, this Agreement shall continue in effect with respect to those services.

Either party may terminate this Agreement in the event of a material breach by the other party that is not cured to the reasonable satisfaction of the aggrieved party within 30 days of written notice of that breach. In the event of any termination of this Agreement, fees and expenses due ESCCO shall be those accrued in connection with the Services provided to the Client through the date of that termination.

Date of the Statement of Work to which these General Terms and Conditions relate and apply: 2019/2020.

Attachment: Statement of Work



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p: 614.445.3750 | f: 614.445.3772
www.escofcentralohio.org

Statement of Work

Date: 11/14/19

Project Number : 000-2020-360

☒ New
☐ Modification

☐ Vendor (Vendor # and W-9 Form required)
☐ Employee to be hired by ESC
☐ Employee to be hired by ESC-COG

School Year 2019-2020

School District Galion City Schools

Center Providing Service from ESC: Student Services

ESC Center Contact (Originator): Name: Janet Gillig Title: Executive Director for Student Services

District Contact Person: Name: Cindy Parrott Title: Student Services Director
Service to be provided (Concise name of service or solution):

SOS Team to provide professional development and embedded coaching. Bryant Tela, Social Worker/ Behavior Consultant, Cathy Rodeheffer, Instructional Consultant, Anne Quesnell, Behavioral Consultant, BCBA, Neeley Keys, Social Worker, Consultant, LISWS

Detailed description of how this service or solution will be provided (how & where):

Embedded coaching and professional development working with the Elementary level Kindergarten Teachers and Administrators in the areas of mental health, trauma-informed schools and behavioral management based on trauma responses

Date/Time Period of Services: 11/11/19 – 6/30/20	Fees: \$110 x 6.5 hrs @ 12 days = \$8,580.00
	Related Expenses: 5% Administrative Fee @ \$429
Statement of Price: (unit pricing, number of units expected, any additional ESC fees and final price) Estimated Total Fees/Expenses for Statement of Work:	Estimated Total: \$9,009 plus Mileage @ IRS Rate and 5% Fiscal Fee
Invoicing will Occur: <input checked="" type="checkbox"/> Upon Deliverable <input type="checkbox"/> Per Phase <input type="checkbox"/> End of Service <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	
Payment for services from:	
<input checked="" type="checkbox"/> Invoice Directly <input type="checkbox"/> Send invoice	<input type="checkbox"/> Grant (name) <input type="checkbox"/> Applied to Foundation Funding <input type="checkbox"/> Send invoice <input type="checkbox"/> Do not send invoice
	<input type="checkbox"/> Additional Foundation Deduct <input type="checkbox"/> Send invoice <input type="checkbox"/> Do not send invoice

District Responsibility: The DISTRICT shall submit a purchase order number to the ESCCO for invoicing purposes, upon receipt and approval of the CONTRACTED SERVICE AGREEMENT/STATEMENT OF WORK.

Payment is due within 30 days of the Invoice date.

ESC of Central Ohio Contacts		School District	Galion City Schools
Client Services Project Manager:		Contact Person:	Cindy Parrott Parrott.cindy@galionschools.org
Name:	David Varda	Superintendent:	Jim Grubbs
Title:	Treasurer	Signature:	x
Signature:	x	Treasurer:	Charlene Parkinson
		Signature:	x
Effective Date:	x	Date Signed:	x
Notice Address:	2080 Citygate Drive Columbus, OH 43219	Notice Address:	470 Portland Way North Galion OH 44833