

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: **June 1, 2021 – June 30, 2022.**

Attachment: Statement of Work



Statement of Work

Date: 06/11/2021
Project Number : 000-2022-077
☒ New ☐ Vendor (Vendor # and W-9 Form required)
☐ Modification ☐ Employee to be hired by ESC
☐ Employee to be hired by ESC-COG

School Year 2021-2022

School District Galion City Schools

Center Providing Service from ESC: Student Services

ESC Center Contact (Originator): Name: Kate Wallace Title: SOS Team

District Contact Person: Name: Cindy Parrott Title: Director of Student Services

Service to be provided (Concise name of service or solution):

Professional Development Services provided by the Specialized On-Site Support (SOS) Team to include onsite/embedded services and/or workshop style professional development by requested specialists to include: Mental Health Specialists; Board Certified Behavior Analyst (BCBA); Instructional Coach; Administrative Coach; and/or English Language Learning Specialist. The SOS Team Specialists are Neeley Keys, Bryant Tela (Mental Health Specialists), Mindy Cain (Instructional Coach), Julie Renaud, Kate Wallace (BCBA), Sean Ross (Administrative Coach), and Jill Kramer (English Language Learner Specialist).

1. The SOS team Specialist, Bryant Tela, Kate Wallace and Mindy Cain, will provide Professional Learning: Focusing on PBIS, SEL, and de-escalation, Embedded support for identified teams, classrooms, educators as well as BCBA supervision. May be in person and or remote for 20 days/ 150 hours, travel.
2. Members of the SOS Team (members deemed appropriate), provide support to the district special education and general education staff in order to build staff capacity and improve outcomes for all students. SOS Team services may include: conducting classroom observations, interviews of identified staff members, may attend selected team meetings, provide individual coaching to administrators, teachers or identified staff members, communication to support coaching efforts, planning and material preparation and travel time.

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

Professional Development services by the SOS Team on-site supporting district staff members for a total of up to 150 hours. The period for this Statement of Work is from 6/01/21 – 6/30/2022

SOS Team services may include: conducting classroom observations, interviews of identified staff members, may attend selected team meetings, provide individual coaching to administrators, teachers or identified staff members, communication to support coaching efforts, planning and material preparation and travel time.

Date/Time Period of Services: <u>June 1st 2021 – June 30th 2022</u>		Fees:	\$110.00 per hour per SOS Team member – up to 150 hours + 30 minutes planning & development per SOS Team member (3) = \$16,665.00
		Related Expenses:	5% Service Fee
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:	\$17,498.25 plus Mileage @ IRS Rate + 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:	Jennifer Allering
Title:	Treasurer	Signature:	x
Signature:	x <i>David Varda</i>	Treasurer:	Charlene Parkinson
		Signature:	x <i>Charlene Parkinson</i>
Effective Date:	x June 11, 2021	Date Signed:	x
Notice Address:	2080 Citygate Drive Columbus, OH 43219	Notice Address:	470 Portland Way North Galion, OH 44833