

Contracted Service Agreement

Center For Achievement and Leadership

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, **Mid-Ohio ESC.**

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: **September 10, 2020**

Attachment: Statement of Work



Statement of Work

Date: 7.10.2020
 Project Number : 000-2021-136
 New Vendor (Vendor # and W-9 Form required)
 Modification Employee to be hired by ESC
 Employee to be hired by ESC-COG

School Year 2020-2021
 School District Mid-Ohio ESC

Center Providing Service from ESC: Center for Achievement and Leadership

ESC Center Contact (Originator): Name: Sharee Wells Title: Director of Curriculum and Leadership

District Contact Person: Name: Kevin Kimmel Title: Superintendent

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

Ohio School Counselor Evaluation Systems Training

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

State Trainers: OSCES State Trainers Cathy Heidelberg and Paul King
 Content: Ohio School Counselor Evaluation System (OSCES)
 Session Length: One-Day training for up to 50 participants
 Time: 9:00am to 4:00pm (One hour break for lunch)
 Technology Needs: Mid Ohio ESC will provide the location and will determine arrangements for lunch for participants. Cathy Heidelberg will provide a model of the three-ring binder and handouts used by each participant during the training. Mid-Ohio ESC will produce the handouts and assembler them in the three-ring binders for use during the training.

Date/Time Period of Services: <u>September 10, 2020</u>	Fees:	OSCES TRAINER 1 (CH) \$400 OSCES TRAINER 2 (PK) \$400
	Related Expenses:	Mileage: 140 x 2 x .575 \$161 Meal Allowance x2 \$ 40 5% fiscal Fee: \$ 50.05

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:	\$1,051.05
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Invoicing will Occur: Upon Deliverable Per Phase End of Service
 Monthly Quarterly

Payment for services from:

<input checked="" type="checkbox"/> Invoice Directly	<input type="checkbox"/> Grant (name)	<input type="checkbox"/> Applied to Foundation Funding	<input type="checkbox"/> Additional Foundation Deduct
<input checked="" type="checkbox"/> Send invoice		<input type="checkbox"/> Send invoice	<input type="checkbox"/> Send invoice
		<input type="checkbox"/> Do not 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	Mid Ohio ESC
Client Services Project Manager:	Sharee Wells	Contact Person:	Kevin Kimmel
Name:	David Varda	Superintendent:	Kevin Kimmel
Title:	Treasurer	Signature:	x
Signature:	x <i>David Varda</i>	Treasurer:	Lorraine Earnest
		Signature:	x
Effective Date:	x July 10, 2020	Date Signed:	x
Notice Address:	2080 Citygate Drive Columbus, OH 43219	Notice Address:	890 West 4 th Street Mansfield, Oh 44906