



## APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

*All contracts must be approved by the Board of Education*

Please return this signed cover sheet and the contract to the Business Office for review  
**at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

**Site/Department:** Special Education & Counseling

**Date(s) of Contracted Service:** 08/01/2021-06/30/2022

**Contractor Name:** Monterey County Office of Education

**Cost (not to exceed):** \$8,500.00

**Description of Service:** Monterey County Office of Education will provide Physical Therapy Assessment, Direct, and Consultative Services for CUSD Special Education Students.

**Contract Terms:** Prepayment Penalty: ☐ Yes ☒ No Auto Renewal: ☐ Yes ☒ No

☐ Venue for Legal Disputes Reviewed by Cabinet Member ☐ Legal Counsel Reviewed

☐ Pupil Records Rider ☐ New Vendor (if checked, need W9) ☐ Other \_\_\_\_\_

☐ Fingerprinting/TB Questionnaire completed ☐ Insurance Received

☐ Ratified, reason \_\_\_\_\_

**Funding Source:** ☐ District ☐ ASB ☐ PTO/PTA ☐ Other \_\_\_\_\_

☐ Fund 40 ☐ Fund 14 ☒ Fund 01 **Budget Source** Special Education  
01.6500.0.5750.1190.5800.00.029.2200.0023

***I have read and understand the terms of and approve the attached contract:***

Steve Gonzalez  
Site/Department Administrator Signature

06/23/2021  
Date

☒ Reviewed by C.B.O. before being agendized. yp  
initials

Board Approval Date: \_\_\_\_\_

☐ Copy sent to the Site/Department \_\_\_\_\_  
Date

THE MONTEREY COUNTY OFFICE OF EDUCATION  
SPECIAL EDUCATION CONTRACT SERVICES  
FISCAL YEAR (2021 – 2022)

This AGREEMENT is entered into on the 1st day of August, 2021, between the Monterey County Office of Education herein referred to as MCOE and Carmel Unified School District herein referred to as CUSD.

**1. Scope of Services.**

- a. The MCOE will provide the following services contingent upon program availability:
  - i. Physical Therapy Assessment, Direct, and Consultative Services for CUSD Special Education Students.
  - ii. The Supervision of the Physical Therapist will be provided by the MCOE and will be maintained by the MCOE.

**2. Term.**

- a. MCOE shall commence providing services under this AGREEMENT on this date August 1, 2021, and will continue until June 30, 2022.

**3. Payment.**

- a. The CUSD agrees to pay the MCOE for services satisfactorily rendered pursuant to this AGREEMENT:

- i. Services Rate as calculated per day based on the formula:

***Labor Cost \$103.04 per hour x 2 hours per week \$206.08+ Mileage Costs Accrued \$.56 per mile TBD + 11.82% Indirect Cost \$24.36 = Total Weekly Rate \$230.44***

- ii. The CUSD shall pay MCOE according to the terms and conditions outlined in the AGREEMENT or as described in the estimate or invoice.
  - iii. All sums due and payable under this AGREEMENT shall be paid to the MCOE by a funds transfer, to occur no later than June 30th of the contract year.
  - iv. Escape District Account Number for Funds Transfer:  
1-6500-0-5750-1190-5800-00-029-2200-0023

- b. Total cost not to exceed \$8,500.00. (Calculated for 36 weeks + mileage allowance TBD)

**4. Materials.**

- a. MCOE shall furnish, all materials, equipment, supplies and other items necessary to complete the services provided pursuant to this AGREEMENT.
- b. MCOE services will be performed, findings obtained, reports and recommendations prepared in accordance with generally accepted principles and practices.

## **5. Termination.**

- a. This AGREEMENT is subject to termination upon 30 days' written notice by either party.

## **6. Hold Harmless.**

- a. Each Party shall indemnify, defend, and hold harmless the other Party, its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this AGREEMENT by each Party and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by each Party.

## **7. Assignment.**

- a. The obligations of the MCOE pursuant to this AGREEMENT shall not be assigned or transferred by the CUSD or transferred by the MCOE at any time.

## **8. Compliance with Applicable Laws.**

- a. The MCOE agrees to comply with all federal, state, and local laws, rules, regulations, ordinances and special education mandates that are now or may in the future become applicable to equipment, and/or personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

## **9. Entire AGREEMENT/Amendment.**

- a. This AGREEMENT and any attachments or amendments constitute the entire AGREEMENT among the collective parties to it and supersede any prior or contemporaneous understanding or AGREEMENT with respect to the services contemplated, and may be amended only by a written amendment executed by all parties.

## **10. Notice.**

- a. All notices to be given under this AGREEMENT shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office.
- b. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- c. At the execution date of this AGREEMENT, the addresses of the parties are as follows:

**THE MCOE:**

Attn: Terri Dye  
Assistant Superintendent Special Education  
Monterey County Office of Education  
901 Blanco Circle  
Salinas, CA 93912-0851

**Carmel USD:**

Attn: Ted Knight  
Title: Superintendent  
Carmel Unified School  
District 4380  
Carmel Valley Road  
Carmel, CA 93923

**11. Severability.**

- a. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**12. Governing Law.**

- a. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Monterey County, California.

**THE MONTEREY COUNTY OFFICE OF EDUCATION AND THE CARMEL UNIFIED SCHOOL DISTRICT INDICATE AGREEMENT BY THEIR SIGNATURES.****CARMEL UNIFIED SCHOOL DISTRICT**

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Ted Knight, Superintendent

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Date

**THE MONTEREY COUNTY OFFICE OF EDUCATION**

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Colleen Stanley, Ed.D, Chief Business Official

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Date