

**Memorandum of Understanding between  
Monterey County Office of Education and County of Monterey**

**ORIGINAL**  
#5158

This memorandum of understanding establishes a formal working relationship between the Monterey County Office of Education hereinafter called "MCOE" and the Monterey County Adult Correction Facility, hereinafter called "County". The goal of this collaborative partnership is to offer the community instructional services that will benefit students who live within the Monterey County Adult Correction Facility.

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

MCOE shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

*MCOE Alternative Education under the direction of MCOE shall provide*

- *High School Equivalence testing, proctoring and instruction for justice-involved individuals residing at the Monterey County Adult Correction Facility.*
- *On-site programming: High School Diploma, Basic Skills, Workforce Entry-Reentry, Career Technical Education and Transition Services.*

*Testing dates will be arranged between MCOE and County based on a minimum number of students (5) scheduled for testing.*

Computers, Monitors, Overhead Screens, and Information Technology wiring will not be provided by the County. If MCOE wishes to include these items, an amendment agreeing to costs of this equipment will be added to the MOU at a later date.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$10,000.00 for the performance of work as set forth in the Scope of Services. MCOE's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**HiSET**

Description – Full Battery	Fees
Paper-based full test battery*	\$50.00 per test taker
<b>California State Testing Fee</b>	<b>\$20.00 per test taker</b>
<b>Total</b>	<b>\$70.00 per test taker</b>
<b>Retest Policy – up to two additional attempts</b>	No additional charge

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per subtest	
<b>Description – Individual Tests</b>	<b>Fees</b>
Paper-based sub-test*	\$15.00 each test per test taker
<b>California State Testing Fee</b>	<b>\$20.00 per test taker</b>
Retest fee	\$20.00 each test per test taker

\*The retest attempts must be completed within 12 months from the date of test battery purchase. The retest fee waiver is only applicable to the Test Takers purchasing the full battery. Individuals purchasing Subtests rather than full Battery testing cannot take advantage of the retest fee waiver.

There shall be no travel reimbursement allowed during this Agreement.

MCOE warrants that the cost charged for testing under the terms of this contract are not more than those charged by Educational Testing Service (ETS).

**B.2 MCOE BILLING PROCEDURES**

Either party may, in its sole discretion, terminate the Agreement during the term thereof for substantial cause only, upon giving the other party not less than thirty (30) days advance written notice setting forth the cause of the termination. In the event County elects to terminate the Agreement without cause, it shall pay MCOE for services rendered to such date.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

Invoicing may occur at any time of the month or year, following completion of a service event. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit, Accounts Payable  
1414 Natividad Road  
Salinas, CA 93906



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All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

Invoicing shall contain the following elements:

- Student Name
- Student Date of Birth
- Name of Test Taken, Date Taken and Fee for Test
- Billing for services shall be listed as SERVICE: Week Ending MM-DD-YYYY
- Billing for Retakes shall be listed as RETAKE
- All other individual Fees shall be listed by name.


DISALLOWED COSTS: MCOE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**B.3 INDEMNITY**


Each Party shall defend, indemnify and hold the other Party harmless from all claims, liabilities, damages, suits and judgments against it to the extent said claims, liabilities, damages, suits and judgments arise out of or result from the actions of the indemnifying Party or its employees or agents.

**C. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from April 1, 2018 to June 30, 2019. Both parties indicate agreement with this MOU by their signatures.

  
\_\_\_\_\_  
Chris Devers  
Senior Director  
Monterey County Office of Education


Date: 4-12-18

  
\_\_\_\_\_  
Garry P. Bousum,  
Associate Superintendent  
Monterey County Office of Education

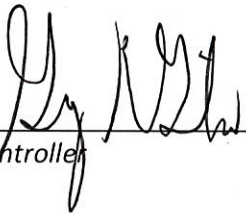
Date: 4-18-18

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**Signatures: County of Monterey**

  
\_\_\_\_\_  
For County Counsel

5/08/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For Auditor- Controller

5-8-18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
For Contracts/Purchasing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Supervisors Contract Number

\_\_\_\_\_  
Board of Supervisors Approval Date