

MEMORANDUM OF UNDERSTANDING

This agreement made and entered into this 19th day of February 2021 by and between the Davis Joint Unified School District of Yolo County, hereinafter referred to as “District”, and **Speech Therapy Consulting, Inc.**, hereinafter referred to as “Contractor” for the purposes of providing speech therapy services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, IT IS MUTUALLY AGREED by and between parties hereto as follows:

1. TERM

The term of this agreement shall be from February 19, 2021 to June 10, 2021.

2. TERMINATION

Either party may terminate this agreement for cause by serving a thirty (30) day written notice of termination upon the other party. Cause includes, but is not limited to, a material breach of any term of condition of this agreement. Upon termination with default of CONTRACTOR, the DISTRICT shall pay, without duplication, for all services performed and expenses incurred up to and including date of termination. In consideration of this payment, CONTRACTOR waives all right to any further payment or to any damages, including but not limited to any and all claims of damages related to the enforcement of this agreement, including any attorney’s fees associated with such enforcement. Upon termination

CONTRACTOR shall forthwith turn over to the DISTRICT all records required to be maintained hereunder, possessed by CONTRACTOR or under its control at the time of termination.

3. MODIFICATIONS AND AMENDMENTS

This agreement may be modified or amended by a written document executed by CONTRACTOR and DISTRICT. At any time during the term of the agreement, the parent, CONTRACTOR, or DISTRICT may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administrative Code Title V. 3080, et seq., and Education Code 56500-56507.

4. NON-ASSIGNABILITY TO SUBCONTRACTOR

This agreement and the rights and duties thereunder shall not be assigned or subcontracted in whole or in part without the express written consent of DISTRICT.

5. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is engaged to perform services under this agreement as an independent contractor and the agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture of association.

negligence or willful misconduct of CONTRACTOR, its agents or employees or from any breach by CONTRACTOR of this agreement.

8. PAYMENT

CONTRACTOR shall submit request for payment within thirty (30) calendar days after the end of the attendance accounting period in which the services were rendered. Within ten (10) calendar days after the receipt of a payment request, DISTRICT shall audit the request and give the CONTRACTOR written notice if the payment is denied in whole or in part. If the payment request is approved, payment shall be made within thirty (30) calendar days after the payment request is received.

\$90. per hour, 24 hours per week. Maximum \$32,400. (15 weeks x 24 hours per week x \$90.) Services to begin as soon as possible after signing of MOU.

9. RIGHT TO WITHHOLD

The DISTRICT has the right to withhold payment to contractor when, in the opinion of the DISTRICT, expressed in writing to the CONTRACTOR:

- i. CONTRACTOR'S performance, in whole or in part, either has not been carried out or is insufficiently documented.
- ii. CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records.

10. COMPLIANCE WITH LAWS

During the term of this agreement, CONTRACTOR shall comply with all federal, State, State Board of Education and local statutes, laws, ordinances, rules and regulations relating to the required special education services and facilities for individuals with exceptional needs.

CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect all permits or certificates required by any governmental agency for the use and/or operation of the facility.

CONTRACTOR'S failure to maintain certification by the State Board of Education in accordance with the provisions of the Education Code 56366(d) and/or failure to comply with any other provisions of this paragraph shall constitute cause for terminating this agreement.

11. CALIFORNIA LAW

This agreement shall be governed by and construed in accordance with California law.

12. COUNTERPARTS

This agreement may be executed in counterparts and each original shall fully bind the party for whom it is executed.

13. SEVERABILITY

If any term of this agreement is deemed to be unenforceable, void or invalid under the laws of the State of California, those terms shall be construed as being eliminated from the agreement and the remainder of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement on the day, month, and year first written above.

CONTRACTOR:

BY: _____

DATE: _____

DISTRICT: *Amari Watkins*

BY: Amari Watkins, Associate Superintendent of Business Services

DATE: 2/24/21