

**MEMORANDUM OF UNDERSTANDING  
TEMPORARY EMPLOYEE EXCHANGE MOU BETWEEN  
LOS ALTOS SCHOOL DISTRICT  
AND  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is entered into this August 10, 2021, by and between Los Altos Union School District ("Los Altos SD") and Mountain View Whisman School District ("MVWSD", collectively "Parties"), who agree as follows:

**RECITALS**

**Whereas**, the MVWSD requests the temporary loan of a Los Altos SD employee to perform services in support of its Deaf/Hard of Hearing ("DHH") program as described in Exhibit A, attached hereto and incorporated herein ("Work"), for the period indicated below (see "Term").

**Whereas**, Los Altos SD employs an individual ("Employee") who possesses a credential in DHH, and has the appropriate education, skills and experience to perform the Work described in Exhibit A.

**Whereas**, Los Altos SD agrees to assign Employee to MVWSD for up to 2 days per week, and MVLA agrees to accept the Employee's Work, on and subject to the terms of this MOU.

**AGREEMENT**

**NOW, THEREFORE**, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

1. Scope of Services. Los Altos SD agrees to assign Employee to MVWSD for 2 days per week ("Assignment") to provide special services as described in Exhibit A, attached hereto and incorporated herein. Employee is required to hold a DHH credential and any other prerequisite credentials for the terms of this MOU.
2. Term of the MOU. The term of this MOU will be August 11, 2021 through June 8, 2022, subject to termination as set forth herein.
3. Compensation. During this assignment, Employee shall remain an employed by Los Altos SD, and MVWSD agrees to reimburse Los Altos SD for all costs incurred in performance of this MOU.
4. Supervision. When working for MVWSD, Employee shall be under the supervision and direction of MVWSD and its management and supervisory employees. At all other times the Parties agree that Los Altos SD maintains the authority to direct and oversee the work performed by Employee.

5. Termination. Los Altos SD or MVWSD may, at any time, with or without reason, terminate this MOU by providing sixty (60) days prior written notice to the other party.
6. Office Space. LASD and MVWSD shall be responsible for providing Employee with office space, support services, materials, supplies, tools and equipment appropriate to perform the Work.
7. General Employer Responsibilities. Employee will remain a part-time regular employee of Los Altos SD, will remain on Los Altos SD's payroll, will remain subject to Los Altos SD's general personnel administration, and shall remain subject to Los Altos SD's personnel policies, rules and regulations. The Los Altos SD Employee's full salary and benefits will continue to be paid by Los Altos SD. Los Altos SD shall further be responsible for payment of all Employee salary and related benefits, pension, insurance, taxes and withholdings required under Los Altos SD's personnel rules, policies and contracts and applicable federal and state law. Los Altos SD shall be responsible for keeping and maintaining the personnel file and payroll and other records of Employee. Employee will not gain any employment rights or benefits (including, but not limited tenure) from MVWSD under this MOU.
8. Invoicing. Los Altos SD will invoice MVWSD for all costs incurred for the period Employee is performing the assigned Work for MVWSD. Reimbursement will include any employee salary and benefits for the hours and/or number of work days Employee performs services for MVWSD. Reimbursement will also include any increases or decreases during the period of the MOU arising from increases or decreases in Employee salary, benefits, and/or number of work days. Employee will be subject to any salary adjustments that may be approved by the Los Altos SD Board and/or Superintendent for the period specified above. Employee is entitled to all leaves, holidays, and vacation days which fall within the Employee's assignment basis, for which the Employee is eligible. Los Altos SD shall submit to MVWSD itemized invoices indicating the salary and benefit payments to be reimbursed, and such reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is submitted.
9. Scope of Cost. The fee paid to Los Altos SD is intended to cover all of its costs and expenses related to loaning the Employee to MVWSD, including all payroll, benefits and workers' compensation related costs. The fee to be paid by MVWSD shall be the sole and exclusive consideration paid to Los Altos SD for use of Employee.
10. Indemnification.
  - a. Los Altos SD shall indemnify, defend, protect and hold harmless MVWSD, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of Los Altos SD's obligations under this MOU, except where caused by the sole negligence or willful misconduct of MVWSD or as otherwise provided or limited by law.

- b. MVWSD shall indemnify, defend, protect and hold harmless Los Altos SD, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of (i) a breach of MVWSD's obligations under this MOU, or (ii) an act or omission of Employee in performing Work for MVWSD under this MOU, except where caused by the sole negligence or willful misconduct of Los Altos SD or as otherwise provided by law. MVWSD specifically indemnifies Los Altos SD from any and all liability, losses, claims, damages, expenses, demands, and costs associated with any legal action related to the provision of special education services incident to this MOU.
  - c. The parties' obligations under these indemnification provisions shall survive the termination of this MOU.
- 11. Entire MOU. This writing represents the entire MOU between the parties concerning Employee's Work for MVWSD, and supersedes all prior oral and/or written negotiations, representations or contracts. This MOU may be amended only by a subsequent written contract approved and executed by both parties.
  - 12. Successors and Assignment. This MOU shall bind and inure to the benefit of the successors and assigns of the parties; however, Los Altos SD may change the Employee performing the Work under this MOU with the prior written consent of MVWSD.
  - 13. Severability. If any part of this MOU is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this MOU.
  - 14. No Third Party Beneficiaries. This MOU shall not be construed to create any third party beneficiaries. This MOU is for the sole benefit of the parties and no other person or entity shall be entitled to rely upon or receive any benefit from this MOU or any of its terms.
  - 15. Governing Law. This MOU, including any exhibits, and any disputes arising out of this MOU shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and the venue for any lawsuit concerning or arising out of this MOU shall be the County of Santa Clara.
  - 16. Notice. Any notice, invoice or other communication that is required or permitted to be given under this MOU shall be in writing and either delivered personally or sent by prepaid, first class U.S. mail addressed as follows:

**Los Altos School District:**

Los Altos School District  
Attn: Special Education Elise Neudeck  
201 Covington Rd.

Los Altos, CA 94024

**Mountain View Whisman School District:**

Mountain View Whisman School District

Attn: Fran Rodriguez

1400 Montecito Ave

Mountain View, CA 94043

Any party may change its address by notifying the other party of the change in the manner provided above.

17. Entire Agreement and No Amendment Thereto. This MOU and any exhibits attached hereto constitute the entire MOU among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only in writing executed by both Parties to the MOU.
18. Anti-Discrimination. It is the policy of Los Altos SD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the MVWSD agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and Los Altos USD policy. In addition, MVWSD agrees to require like compliance by all its staff and subcontractors. MVWSD shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
19. Confidentiality. Los Altos SD and MVWSD shall maintain the confidentiality of all information received in the course of performing this MOU. This requirement shall extend beyond the effective termination or expiration date of this MOU. In the event any Party receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), they shall abide by Education Code section 49073, including the following: (a) Parties shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Parties shall delete or otherwise dispose of student data in its possession after the termination of services under this MOU (c) Parties shall undertake reasonable precautions to protect the student data and shall promptly report to the other Parties any unauthorized access to the student data.

[Space intentionally added]

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20. Governing Board Approval. Los Altos SD shall not be bound by the terms of this AGREEMENT until it has been formally approved or ratified by Los Altos SD's Governing Board, and/or Executive Cabinet as its designee, and no services shall be owed or made to MVWSD absent formal approval.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

FOR LOS ALTOS SCHOOL DISTRICT:

\_\_\_\_\_  
Randy Kenyon, Assistant Superintendent of Business Services

Date: \_\_\_\_\_

FOR MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:

\_\_\_\_\_  
Rebecca Westover, Chief Business Officer

Date: \_\_\_\_\_

## EXHIBIT A

### Loaned Employee Work, Hours/Schedule, and Hourly Rate

Loaned Employee to serve MVWSD two days per week for the 2021-2022 school year.

The loaned employee will provide special education services to students in MVWSD in the area of Deaf and/or Hard of Hearing, including but not limited to assessments, direct service, consultation to student and staff, and/or communication to county audiology providers.

MVWSD will pay the daily cost of the loaned employee for the days worked in the MVWSD. The cost of this person is based on a daily rate of pay of \$632.15 for the 2021-22 school year. The loaned employee is expected to serve MVWSD students two days per week during the regular 2021-2022 school calendar year.