

**MEMORANDUM OF UNDERSTANDING PROFESSIONAL EXPERT
CONTRACT PROFESSIONEL EXCHANGE MOU BETWEEN
MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT
AND
PALO ALTO UNIFIED SCHOOL DISTRICT
AND
MOUNTAIN VIEW-WHISMAN SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into this August 10, 2022, by and between Mountain View Los Altos Union High School District (“MVLA”) and Palo Alto Unified High School District (“PAUSD”, collectively “Parties”), and Mountain View-Whisman (MVWSD”, collectively “Parties”) who agree as follows:

RECITALS

Whereas, the PAUSD and MVWSD requests the temporary loan of a MVLA Professional Contractor to perform services in support of its Audiology program as described in Exhibit A, attached hereto and incorporated herein ("Work"), for the period indicated below (see “Term”).

Whereas, MVLA contracts an individual (“Professional Expert Contractor”) who possesses a credential in Audiology, and has the appropriate education, skills and experience to perform the Work described in Exhibit A.

Whereas, PAUSD and MVWSD agrees to assign Professional Expert Contractor to .6 FTE (PAUSD) and .2 FTE (MVWSD), and MVLA agrees to .2 FTE, 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. MVLA agrees to assign Professional Expert Contractor to PAUSD for .6 FTE. MVLA agrees to assign Professional Expert Contractor to MVWSD for .2 FTE (“Assignment”) to provide special services as described in Exhibit A, attached hereto and incorporated herein. Professional Expert Contractor is required to hold a Audiologist 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 10, 2022 through June 8, 2023, subject to termination as set forth herein.
3. Compensation. During this assignment, Employee shall remain contracted by MVLA, and PAUSD and MVWSD agrees to reimburse MVLA for all costs incurred in performance of this MOU.
4. Supervision. When working for PAUSD and MVWSD, Professional Expert Contractor shall be under the supervision and direction of PAUSD and MVWSD and its management and supervisory employees. At all other times the Parties agree that MVLA maintains the authority to direct and oversee the work performed by Professional Contractor.
5. Termination. MVLA or PAUSD and 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. MVLA shall be responsible for providing Professional Expert Contractor with office space, support services, materials, supplies, tools and equipment appropriate to perform the work.
7. General Employer Responsibilities. Professional Expert Contractor will remain contracted by

MVLA will remain on MVLA's payroll, will remain subject to MVLA's general personnel administration, and shall remain subject to MVLA's personnel policies, rules and regulations. The MVLA Professional Expert Contractor's salary will continue to be paid by MVLA. MVLA Professional Expert Contractor's full salary and benefits will continue to be paid by MVLA. MVLA shall further be responsible for payment of all Professional Expert Contractor salary and related benefits, pension, insurance, taxes and withholdings required under MVLA's personnel rules, policies and contracts and applicable federal and state law. MVLA shall be responsible for keeping and maintaining the personnel file and payroll and other records of Professional Expert Contractor. Professional Expert Contractor will not gain any employment rights or benefits (including, but not limited to tenure) from PAUSD and MVLA agrees to assign Professional Expert Contractor to PAUSD and MVWSD under this MOU.

8. Invoicing. MVLA will invoice PAUSD and MVWSD for all costs incurred for the period Professional

Expert Contractor is performing the assigned Work for PAUSD and MVWSD.

Reimbursement will include employee salary and benefits for the hours and/or number of work days Professional Expert Contractor performs services for PAUSD and MVWSD.

Reimbursement will also include any increases or decreases during the period of the MOU arising from increases or decreases in Professional Expert Contractor salary, benefits, and/or number of work days. Professional Expert Contractor will be subject to any salary adjustments that may be approved by the MVLA Board and/or Superintendent for the period specified above. Employee is entitled to all leaves, holidays, and vacation days which fall within the Professional Expert Contractor's assignment basis, for which the Professional Contractor is eligible. MVLA shall submit to PAUSD and 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 MVLA is intended to cover all of its costs and expenses

related to loaning the Professional Expert Contractor to PAUSD and MVWSD, including all payroll, benefits and workers' compensation related costs. The fee to be paid by PAUSD and MVWSD shall be the sole and exclusive consideration paid to MVLA for use of Professional.

10. Contractor Indemnification

a. MVLA shall indemnify, defend, protect and hold harmless PAUSD and 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 MVLA's obligations under this MOU, except where caused by the sole negligence or willful misconduct of PAUSD and MVWSD or as otherwise provided or limited by law.

b. PAUSD and MVWSD shall indemnify, defend, protect and hold harmless MVLA, 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 PAUSD and MVWSD's obligations under this MOU, or (ii) an act or omission of Professional Contractor in performing Work for PAUSD and MVWSD under this MOU, except where caused by the sole negligence or willful misconduct of MVLA or as otherwise provided by law. PAUSD and MVWSD specifically indemnifies MVLA 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 Professional Contractor's Work for PAUSD and 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, MVLA may change the Professional Contractor performing the Work under this MOU with the prior written consent of PAUSD and 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:

Mountain View Los Altos High School District:

Attn: Special Education Administrator Neena Mand
1299 Bryant ave
Mountain View, CA 94040

Palo Alto Unified School District

Attn: Cynthia Perez
Director of Special Ed Services
25 Churchill Avenue
Palo Alto, CA 94306

Mountain View-Whisman School District

Attn: Acantha Ellard
Director of Special Ed Services
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 MVLA 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 PAUSD and 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 MVLA policy. In addition, PAUSD and MVWSD agrees to require like compliance by all its staff and

subcontractors. PAUSD and 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. MVLA and PAUSD 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.

PAUSD

CBO

Director of Special Education

Carolyn Chow

date

Cynthia Loleng-Perez

date

MVWSD

CBO

Director of Special Education

Rebecca Westover

date

Karin Jinbo

date

MVLA

CBO

Special Education Administrator

Mike Mathiesen

date

Neena Mand

date

EXHIBIT A

Loaned Professional Expert Contractor Work, Hours/Schedule, and Hourly Rate

Loaned Professional Expert Contractor to serve PAUSD .6 FTE and MVWSD .2 FTE for the 2022-2023 school year.

The loaned Professional Contractor will provide special education services to students in PAUSD and MVWSD in the area of Audiology, including but not limited to assessments, direct service, consultation to student and staff, and/or communication to any DHH providers.

PAUSD and MVWSD will pay the share of the full salary and benefits, equipment, instructional material, phone and mileage incurred during the work day of the loaned Professional Expert Contractor for the days worked in the PAUSD and MVWSD. The cost of this person is based on a yearly rate of salary and benefits \$211756.71 for the 2022-23 school year. The loaned Professional Expert Contractor is expected to serve PAUSD .6 FTE and MVWSD students .2 FTE per week during the regular 2022-2023 school calendar year.

Based on percentage of FTE assigned to each district

PAUSD 60%: \$127,054.02

MVWSD 20% \$ 42351.34

MVLA 20% \$42351.34