

**MEMORANDUM OF UNDERSTANDING
PROFESSIONAL EXPERT CONTRACT PROFESSIONAL EXCHANGE MOU BETWEEN
MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT,
AND
FREMONT UNION HIGH SCHOOL DISTRICT
AND
MOUNTAIN VIEW-WHISMAN SCHOOL DISTRICT**

DHH Position 2023-24 School year

This Memorandum of Understanding (“MOU”) is entered into this August 1st, 2023, by and between Mountain View Los Altos Union School District (“MVLA”), Mountain View-Whisman (MVWSD”, and Fremont Union High School District (“FUHSD”, collectively “Parties”), who agree as follows:

RECITALS

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

Whereas, FUHSD agrees to assign Professional Expert Contractor to .4 FTE, and MVLA agrees to .2 FTE, on and subject to the terms of this MOU.

Whereas, MVWSD agrees to assign Professional Expert Contractor to .4 FTE, 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 FUHSD for .4 FTE
MVLA agrees to assign Professional Expert Contractor to FUHSD for .4 FTE

Scope of Services. MVLA agrees to assign Professional Expert Contractor to MVWSD for .4 FTE
MVLA agrees to assign Professional Expert Contractor to MVWSD for .4 FTE

("Assignment") to provide special services as described in Exhibit A, attached hereto and incorporated herein. Professional Contractor is required to hold a DHH credential and any other prerequisite credentials for the terms of this MOU.

Term of the MOU. The term of this MOU will be August 1st, 2023 through June 6, 2024, subject to termination as set forth herein.

2. Compensation. During this assignment, Employee shall remain contracted by MVLA, MVWSD and FUHSD agrees to reimburse MVLA for all costs incurred in the performance of this MOU.
3. Supervision. When working for FUHSD and MVWSD, Professional Expert Contractor shall be under the supervision and direction of FUHSD 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.
4. Termination. MVLA, MVWSD, or FUHSD may, at any time, with or without reason, terminate this MOU by providing sixty (60) days prior written notice to the other party.
5. 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.
6. General Employer Responsibilities. Professional 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 FUHSD and MVWSD under this MOU.
7. Invoicing. MVLA will invoice FUHSD and MVWSD for all costs incurred for the period Professional Expert Contractor is performing the assigned Work for FUHSD and MVWSD. Reimbursement will include any employee salary and benefits for the hours and/or number of work days Professional Expert Contractor performs services for FUHSD 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 FUHSD 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.
8. 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 FUHSD and MVWSD, including all

payroll, benefits and workers' compensation related costs. The fee to be paid by FUHSD 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 FUHSD 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 FUHSD or as otherwise provided or limited by law.

b. FUHSD 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 MVWSD and FUHSD's obligations under this MOU, or (ii) an act or omission of Professional Contractor in performing Work for FUHSD and MVWSD under this MOU, except where caused by the sole negligence or willful misconduct of MVLA or as otherwise provided by law. FUHSD 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 FUHSD 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 FUHSD 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 School District:

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

Fremont Union High School District

Attn: Director of Special Education **Nancy Sullivan**
589 W. Fremont Ave Sunnyvale, CA
94087

Mountain View-Whisman School District

Attn: Director of Special Education **Kain Jinbo**
1400 Montecito Avenue
Mountainview, 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 FUHSD 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, FUHSD and MVWSD agree to require like compliance by all its staff and subcontractors. FUHSD 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, MVWSD and FUHSD 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.

FUHSD

CBO / Associate Superintendent

Christine Mallory date

Director of Special Education

Nancy Sullivan date

MVWSD

CBO

Rebecca Westover date

Director of Student Support Services & Special Education

Karin Jinbo, date

MVLA

CBO / Associate Superintendent

Mike Mathiesen date

Special Education Administrator

Neena Mand date

EXHIBIT A

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

Loaned Professional Expert Contractor to serve FUHSD .4 FTE and MVWSD .4 FTE and .2 MVLA for the 2023-2024 school year.

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

FUHSD and MVWSD will pay the share of the full salary and benefits, equipment, instructional material, phone and mileage incurred during the workday of the loaned Professional Expert Contractor for the days worked in the FUHSD and MVWSD. The cost of this person is based on a yearly salary rate and benefits \$249112.79 for the 2023-24 school year. The loaned Professional Expert Contractor is expected to serve FUHSD .4 FTE and MVWSD .4 FTE and .2 FTE with MVLA students per week during the regular 2023-2024 school calendar year.

Based on the percentage of FTE assigned to each district

FUHSD 40%: \$99645.12

MVWSD 40% \$ 99645.12

MVLA 20% \$ 49822.56

The loaned Professional Contractor will be credentialed in California.

