

**AGREEMENT BETWEEN THE MASONIC LODGE  
and  
THE MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT**

The following is an Agreement between Mountain View-Los Altos Union High School District hereinafter referred to as "District, and Masonic Lodge hereinafter referred to as "Facility" for 2021-2022 School Year and ESY.

WHEREAS the Mountain View-Los Altos Adult Transition Program operates Employment and Life Skills training programs which require the use of facilities; and

WHEREAS, the Facility, has capacity for furnishing such space located at Facility address of 890 Church St, Mountain View, CA 94041.

WHEREAS it is to the mutual benefit of the parties to this Agreement that the students of the programs use said facilities for their learning experience:

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed, the parties hereto agree as follows:

1. GENERAL INFORMATION

The period of time for the program is between September 20th , 2021, and July 15, 2022 according to the MVLA school calendar (Attached)

**Scenario: I**

Monday through Friday, MVLA is in session from 8:00-3:40 PM.

**Scenario: II**

Every Tuesday and Thursday MVLA is in session from 8:00-3:40 PM.  
Monday Wednesday and Friday MVLA is in session from 11 am to 3:40 PM

The maximum number of students to use the facilities be determined by the parties based upon the availability of space. The program is designed to run with 30 students and 6+ staff. The Facility shall retain the option not to accept students at any time during the term of this Agreement. The district shall retain the option to provide students based on enrollment and needs of the curriculum.

It is understood that the program to be conducted pursuant to this Agreement is a program of the district and not of the Facility, and that students participating in the program always shall be under the exclusive jurisdiction and supervision of the district. Notwithstanding the foregoing, the time, place, and subject matter of all services

hereunder, shall be subject to the approval of the Facility, and the district hereby assumes responsibility for assuring that students observe the rules and regulations of the Facility and that they do nothing which might prove detrimental to the Facility or its Neighbors.

The facility has offered space at 890 Church St, Mountain View at \$75 per hour cost to the district for general use during the days and time frame listed in section 1 subsection A above, pursuant to the fulfillment of the district responsibilities outlined below in section 3.

## **2. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

The parties agree that all students receiving education and services pursuant to this Agreement shall be selected without discrimination on the basis of race, sex, color, religion, national origin, age, physical or mental handicap, or Veteran's status. In the event of non-compliance by the district and/or the Facility with the provisions of this section, this Agreement may be suspended in whole or in part or terminated.

## **3. RESPONSIBILITIES OF DISTRICT**

a. District shall send the names of each staff member and the number of students in the program to the Facility at least one (1) week before the beginning date of each school semester and updated as enrollment and staffing change

b. District shall be responsible for supplying any additional information required by the Facility prior to the beginning of each semester

c. Damage to the facility, equipment, and/or grounds beyond normal wear and tear caused by district students and/or staff should be documented and reported to the District Special Education Administrator and upon verification, district is responsible for said damages.

d. Instruction shall be provided to students through instructors employed by District, who shall assume responsibility for all program instruction of the students. District shall maintain all personnel and academic records of the students. District shall enforce rules and regulations governing the students that are mutually agreed upon by District and the Facility.

e. District shall notify the students that they are responsible for following the administrative policies of the Facility and arranging for his/her own transportation when not provided by the district.

## **4. RESPONSIBILITIES OF THE FACILITY**

The Facility shall accept from the district the agreed upon number of students enrolled in the particular program and shall permit said students and faculty of the district access to

appropriate facilities for the program, provided that the presence of the students shall not interfere with the operation of the Facility.

5. JOINT RESPONSIBILITIES

The designated representatives of the District and the Facility may formalize operational details of the program, including a mutually agreeable schedule of the time students are expected to be in the Facility's premises, by notification.

6. STUDENT GRIEVANCE PROCEDURE

- i. Students who have conflict with an instructor of the district should follow the district grievance policy.
- ii. Students who experience interpersonal conflict with Facility personnel should follow the procedure outlined below:
  - a. Notify the District instructor of the interpersonal conflict.
  - b. The district instructor should contact Special Education Administrator to discuss the difficulty. The Special Education Administrator will contact facility manager to address reported grievance.

7. STATUS OF DISTRICT AND FACILITY

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the District, the Facility, and students, but is rather an Agreement by and between independent contractors, these being the District and the Facility.

8. STATUS OF STUDENTS AND INSTRUCTORS

It is expressly agreed and understood by the District and the Facility that the students under this program and their instructors are in attendance at the Facility for educational purposes, and such students and instructors are not considered to be employees of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation insurance.

9. HOLD HARMLESS CLAUSE

District agrees to indemnify and hold harmless (and at Facility's request defend to a limit of \$1,000,000) the Facility and each of its employees, agents, officers, and partners (each of which persons and organizations are indemnities) against any and all claims, losses, damages, liabilities, costs, expenses, judgments, or obligations whatsoever, arising out of the acts or omissions on the part of the District, its instructors, agents or employees in

conducting the programs, unless negligence of Facility is proven. The Facility shall indemnify and hold the district harmless (and at the district's request defend) against any and all claims, losses, damages, liabilities, costs, expenses, judgments, or obligations whatsoever, arising out of the activity of the Facility, its officers, partners, employees or agents, under the provisions of this agreement.

10. INSURANCE DURING THE TERM OF THIS AGREEMENT

District agrees that it will maintain in full force and effect, at its sole expense and written by carriers acceptable to it, bodily injury liability insurance with limits of not less than \$500,000 per person and \$1,000,000 per occurrence, and insurance against damage to property with limits of not less than \$100,000 per occurrence covering the obligations and liabilities of district referred to herein subject to standard policy exclusions. District shall cause an endorsement to be made to such insurance policies naming the Facility as Additional Insured and further providing for ten (10) days written notice to the Facility of any intended substantial change to or cancellation of said policy. Such endorsement shall be secured immediately upon execution of this Agreement.

11. TERM OF AGREEMENT; TERMINATION; MODIFICATION

This Agreement shall be in effect as of **September 7, 2021**, subject to renewal every year. Each party involved retains the right to terminate contract by submitting a thirty (30) day written notice.

A. Notice to Facility: **MASONIC LODGE**  
**890 Church St,**  
**Mountain View, CA 94041**

B. Notice to District: **Mountain View-Los Altos UHSD**  
**1299 Bryant Ave.**  
**Mountain View, CA 94040**

IN WITNESS WHEREOF, this Agreement has been executed this

By:  By: \_\_\_\_\_  
Facility Administrator Michael Mathiesen, Associate  
Superintendent

Mountain View-Los Altos Union High School District

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