



MEMORANDUM OF UNDERSTANDING BETWEEN MONUMENT IMPACT AND MT. DIABLO ADULT EDUCATION

PURPOSE

This Memorandum of Understanding is between Monument Impact and Mt. Diablo Adult Education for the purpose of addressing barriers and strengthening pathways for access to economic opportunities for low- and moderate-income workers in the Monument Community.

TERM

This agreement shall commence on September 11, 2016 and shall continue until June 30, 2017.

SERVICES TO BE PROVIDED

Mt. Diablo Adult Education will:

1. Provide ESL instructor to teach a multi-level class to a maximum of 12 participants.
2. Provide instruction following the Mt. Diablo Adult Education calendar year 2016-2017;
 - a. Fall (September 11– December 9), Winter (January 3 – March 30), Spring (April 10 – June 30)
 - b. Monday through Thursday 9am-12pm
 - c. 3 days per week of interactive classroom activity; lessons, worksheets, group work etc.
 - d. 1 day per week of lab activity; use online program (Burlington)
3. Conduct ESL pre and post assessments to each student.
4. Provide instruction that enables successful advancement in employment goals by attaining the knowledge and skills necessary to communicate in the workplace.
5. Target the following teaching topics:
 - a. Customs of the United States in the workplace.
 - b. Identifying the tools that will prepare for moving on to better employment.
6. Provide to Monument Impact the attendance/progress report form (WTWCC30) for each participant by the first of each month.

Monument Impact will:

1. Conduct outreach activities to recruit program participants.
2. Provide participants with:
 - a. Employment readiness (developing resumes/cover letters, filling out job applications, preparing for interviews) AND
 - b. One-on-one case management with the ultimate goal of employment placement or promotion.
 - c. Contact participants who to attempt to engage in classes
 - d. Follow up with participants who are placed in jobs or find jobs
3. Provide functional classroom space as follows:
 - a. Classroom setting 3 days per week
 - b. Computer lab access 1 day per week
 - c. Scheduled days Monday through Thursday 9am-12pm
 - d. 3 Terms; Fall, Winter and Spring

4. Share outreach material for class and all possible Monument Impact activities
5. Share student outcomes after completion of each term.
6. Collaborate with MDAE to develop yearly calendar with specific class dates.

TERMINATION

Either party, without penalty, may terminate this agreement on written notice to the other party at least 30 days before commencement of a new class, and that a class taking place at the time of notice be able to conclude the 22 week training already underway.

INDEMNIFICATION

Monument Impact agrees to indemnify, save harmless and defend Mt. Diablo Adult Education from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation of governmental laws, regulations or orders, caused by (i) Monument Impact's breach of any term or provision of this agreement or (ii) any negligent or willful act or omission of Monument Impact, its employees or subcontractors in the performance of this agreement.

Mt. Diablo Adult Education agrees to indemnify, save harmless and defend Monument Impact from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property or any violation of governmental laws, regulations or orders, caused by (i) Mt. Diablo Adult Education 's breach of any term or provision of this agreement or (ii) any negligent or willful act or omission of Mt. Diablo Adult Education, its employees or subcontractors in the performance of this agreement.

Each party will give the other prompt notice of any demand, claim or suit against it.

Mt. Diablo Adult Education will furnish copies of its Certificate of Insurance, upon request, which specify levels of insurance coverage.

INDEPENDENT CONTRACTORS

Mt. Diablo Adult Education and Monument Impact are independent contractors, and, as such, shall have and maintain complete control over all of their respective employees, agents, and operations. Neither party, nor anyone employed by either party, shall be the agent, representative, employee or servant of the other party.

AMENDMENTS

This Contract may be amended if agreed in writing and signed by both Monument Impact and Mt. Diablo Adult Education.

SIGNATURES

For Monument Impact:

For Mt. Diablo Adult Education:

By: _____
Executive Director

By: _____
Superintendent

Date: _____

Date: _____