

MEMORANDUM OF UNDERSTANDING
between
Mt. Diablo Adult Education
and
Pittsburg Adult Education

The Mt. Diablo Adult Education and Pittsburg Adult Education enter into this Memorandum of Understanding (MOU) for the purpose of providing Building Performance Institute (PBI) training as part of the existing contract with the Contra Costa Workforce Development Board.

The Workforce Development Board of Contra Costa County is interested in purchasing training in PBI for construction industry participants and would like the training to be available at Pittsburg Adult Education. Mt. Diablo Adult Education will serve as the lead agency, amending the existing contract with CCC Workforce Development Board for this additional service. The purpose of this MOU is to identify services to be provided by Pittsburg Adult Education as part of this service delivery.

This MOU establishes the framework for a formal working relationship between the parties to this agreement and specifies the services and resources that each commits to this program.

Specifically, **Pittsburg Adult Education** commits to providing:

- Provide three cohorts of training for up to 12 construction industry participants per class in one week modules @ 40 hours/week on the following dates:
 - Cohort 1 November 15-19, 2010 Pittsburg Adult Education Center
 - Cohort 2 December 7-11, 2010 Pittsburg Adult Education Center
 - Cohort 3 January 3-7, 2011 Pittsburg Adult Education Center
- Provide attendance and related course participation information on each participant.
- Invoice, with supporting documentation, Mt. Diablo Adult Education for services as described

Pittsburg Adult Education/Pittsburg Unified School District shall indemnify, defend, and hold harmless Mt. Diablo Unified School District/Adult Education and Mt. Diablo Unified School District/Adult Education's officers, employees, agents, and representatives from and against any all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation interest penalties, and reasonable attorneys' fees and costs, that District may incur or suffer that arise, result from, or are in any way related to this agreement.

Specifically, **Mt. Diablo Unified School District** commits to providing:

- Funds in the amount of \$71,820 to pay for all above provided services based on provided invoices
- Act as a liaison to the CCC Workforce Development Board for the purposes of this MOU and the contract between CCC Workforce Development Board and Mt. Diablo Adult Education.

Mt. Diablo Unified School District/Adult Education shall indemnify, defend, and hold harmless Pittsburg Unified School District/Adult Education and Pittsburg Unified School District/Adult Education's officers, employees, agents, and representatives from and against any all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation interest penalties, and reasonable attorneys' fees and costs, that District may incur or suffer that arise, result from, or are in any way related to this agreement.

Mt. Diablo Unified School District Authorized Agent

Date

Pittsburg Unified School District Authorized Agent

Date