

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Mt. Diablo Adult Education**  
**and**  
**Liberty Adult Education**

Mt. Diablo Adult Education and Liberty Adult Education enter into this Memorandum of Understanding (MOU) for the purpose of providing assessment services for clients of the One Stop Career Center in Brentwood, California, as part of a contract between Mt. Diablo Adult Education and Chabot Las Positas Community College District, effective July 1, 2012 and ending on June 30, 2013.

Chabot Las Positas Community College District is interested in securing assessment and test proctoring services, including KeyTrain, WorkKeys and other assessment instruments and skills training for job seekers of the Brentwood One Stop Career Center and has contracted with Mt. Diablo Adult Education for the provision of such services, as the lead adult education agency. Given Liberty Adult Education's experience with and support of the Brentwood One Stop Career Center, Mt. Diablo Adult Education is interested in having Liberty Adult Education provide such assessment services and cohort skills training.

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.

- Consulting with designated representatives of Mt. Diablo Adult Education in identifying teacher(s) to provide assessment services and Skills Training services for clients of the Brentwood One Stop Career Center as part of this agreement
- Coordinating with Mt. Diablo Adult Education lead teacher/WorkKeys KeyTrain Coordinator, in identifying assessment hours and services to be provided at the Brentwood One Stop Career Center and all training activities
- Providing 8 hours per week of identified teacher time to assess referred clients and job seekers of the Brentwood One Stop Career Center, and to complete and submit all related documentation and reporting
- Coordinating with the Director of Mt. Diablo Adult Education in developing a schedule and curriculum for and then providing three six-week cohort skills trainings for clients referred from the Brentwood One Stop Career Center WIA program.
- Maintain attendance and performance outcomes for all WIA clients participating in the skills training cohorts.
- Submitting to Mt. Diablo Adult Education by the fifth of each month for the previous month, the following:
  - Monthly summary of assessment activity at the Brentwood One Stop Career Center
  - Total number of hours of services provided
  - Daily sign in sheets of participants of assessment and types of assessment utilized
  - Attendance reports/summaries of cohort training participation
  - Invoice based on hours of services at the rate of \$50 per hour

- The total amount invoiced for the term of this agreement for assessment services shall not exceed \$20,000 and will only be for hours agreed upon with Mt. Diablo Adult Education.
- The total amount invoiced for the term of this agreement for skills training cohorts shall not exceed \$13,500 and will only be for the hours agreed upon with Mt. Diablo Adult Education.

Specifically, **Mt. Diablo Adult Education/Mt. Diablo Unified School District** commits to:

- Providing funds in the amount invoiced, not exceeding a total of \$20,000 to pay for assessment services and a total of \$13,500 for skills training cohorts based on provided invoices
- Act as a liaison to the Chabot-Las Positas Community College District for the purposes of this MOU and the contract between Chabot-Las Positas Community College District and Mt. Diablo Adult Education, including coordination support to Liberty Adult and the Brentwood One Stop Career Center.

Liberty Adult Education/Liberty Union High School District shall indemnify, defend, and hold harmless Mt. Diablo Unified School District and its 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 Liberty Union High School District may incur or suffer that arise, result from, or are in any way related to this agreement. Also, Mt. Diablo Adult Education/Mt. Diablo Unified School District shall indemnify, defend, and hold harmless Liberty Union High School District and its 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 Liberty Union High School 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

\_\_\_\_\_  
Liberty Union High School District Authorized Agent

\_\_\_\_\_  
Date