

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ANTIOCH UNIFIED SCHOOL DISTRICT AND
MOUNT DIABLO UNIFIED SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Mount Diablo Unified School District, hereinafter referred to as "MDUSD", and Antioch Unified School District, hereinafter referred to as "AUSD", collectively referred to as "the parties."

RECITALS

The purpose of this agreement is to allow grant activities as agreed to and specific to AB790 Delta Diablo Corridor Project Linked Learning Pilot Program grant obligations.

NOW, THEREFORE, in consideration of the purpose of this MOU, the MDUSD and AUSD agree as follows:

1. Term. This MOU will be in effect through (June 30, 2014 and may be extended or modified by written request by either party and by mutual agreement of both parties.
2. MDUSD will conduct local grant activities and incur expenses as appropriate to the grant obligations. MDUSD will invoice AUSD for grant related expenditures not to exceed an aggregate total of \$50,000. Invoicing will report expenditures to the object level for purposes of grant reporting.
3. MDUSD shall follow the procedures as described in the grant, which will be attached to this MOU as Exhibit "A" and become a part hereof.
4. MDUSD shall take reasonable care to insure all areas of the grant are performed.
5. Indemnification

MDUSD agrees to defend, indemnify and hold harmless AUSD, its Board of Education, Officers, Employees and Agents, individually and collectively, and to provide legal defense from any and all liabilities, claim, losses, judgments, damage demands or expenses resulting from any or allegedly arising from the active or passive negligence of the MDUSD, its Employees and/or Agents, during the term of this MOU.

AUSD agrees to defend, indemnify and hold harmless MDUSD, its Board of Education, Officers, Employees and Agents, individually and collectively, and to provide legal defense from any and all liabilities, claim, losses, judgments,

damage demands or expenses resulting from any or allegedly arising from the active or passive negligence of the AUSD, its Employees and/or Agents, during the term of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding.

XXXX

By _____

Date _____

Title _____

ANTIOCH UNIFIED SCHOOL DISTRICT

By _____

Date _____

Timothy R. Forrester

Title Associate Superintendent Business and Operations