



Memorandum of Understanding Between Mt. Diablo Adult Education and Monument Impact

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 and MDUSD Community.

TERM

This agreement shall commence on September 6, 2022 and shall continue until June 30, 2023.

SERVICES TO BE PROVIDED

Mt. Diablo Adult Education will:

1. Provide functional classroom space*, as needed and as available, as follows:

a. Classroom setting and computer lab access

*As a WIOA-funded agency and program, classroom space must be inclusive of community members and not restricted to Monument Impact CalWORKs students.

2. Provide an ESL instructor to teach in person and/or online, in a method to meet students' needs and in response to Contra Costa Health and MDUSD guidelines, as applicable and mutually agreed upon by both parties.

a. Provide instruction following the Mt. Diablo Adult Education calendar year 2022 – 2023

b. Fall (September 12 – December 8; no classes November 21-25), Winter (January 9 – March 30; no classes January 16, February 20), Spring (April 10 – June 29; no classes May 29)

c. Monday through Thursday, 9am-12:00pm

d. Four days per week of interactive classroom activity, guided practice, group work, assignments, and assessments

3. Provide additional Self-paced Distance Learning instruction to students by appointment for a total of 6 hours weekly.

4. Conduct ESL pre and post assessments for each student.

5. Provide instruction that enables successful advancement in employment goals by attaining the knowledge and skills necessary to communicate in the workplace.

6. Target the following teaching topics:

a. Customs of the United States in the workplace.

b. Identifying the tools that will prepare students to move on to better employment.

7. Provide to Monument Impact the attendance/progress report form (WTWCC30) for each CalWORKs participant by the fifth of each month.

Monument Impact will:

1. Conduct outreach activities to recruit program participants. "Participants" include CalWORKs referrals and community members.

2. Provide participants with:
 - a. Employment readiness workshops (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 attempt to engage in classes
 - d. Follow up with participants who are placed in jobs or find jobs
3. Provide functional classroom space as needed.
 - a. Classroom setting and computer lab access
 - b. Scheduled days Monday through Thursday 9am-12pm
 - c. Three Terms - Fall, Winter and Spring
4. Share outreach material for class and all possible Monument Impact activities
5. Share student outcomes twice a year, by December 31 and June 30
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, a class taking place at the time of notice will be able to conclude the 12-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 and Monument Impact will furnish each other 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 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:

By: _____
Executive Director

Date: _____

For Mt. Diablo Adult Education:

By: _____
MDUSD, Chief of Educational Services

Date: _____

By: _____
College & Career and Adult Education, Director

Date: _____