

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MONUMENT IMPACT  
AND  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
FOR THE SUCCESS CONCORD PROGRAM**

**PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between Mt. Diablo Unified School District (Adult School) and Monument Impact for the purpose of addressing barriers and strengthening pathways for access to economic opportunities for low- and moderate-income workers in the Monument Community as part of the Metropolitan Transportation Commission (MTC) Economic Opportunity Grant (EOG) to Monument Impact.

**TERM**

This agreement shall commence on May 1, 2014 and shall continue until March 31, 2015.

**SERVICES PROVIDED**

**Adult School will:**

1. Accept referrals from Success Concord program partners for programs and services it provides.
2. Follow agreed upon referral and co-enrollment procedures
3. Assist in recruiting students,
4. Enroll and teach eligible students in the following courses:
  - a. GED/High School Diploma Summer Preparation Tutoring Program for up to 30 students including teacher instructional/tutoring time and workbooks for students. This program is intended to prepare students for the Pre-Construction/Manufacturing Training Program.
  - b. Pre-Construction/Manufacturing Training Program for up to 30 students including curriculum development and teacher instructional time. This class is intended to prepare students to enroll in the Diablo Valley College Pre-Apprenticeship class and other construction/manufacturing related training programs.
  - c. ESL classes
5. Enroll referred clients into Allied Health Career training programs, as appropriate per assessments and guidance by case manager. Once enrolled in any of these training programs, assistance with job search and placement will also be provided as is provided all enrolled students.
6. Attend monthly partner meetings.
7. Participate in the development and implementation of a joint Sustainability Plan for the Success Concord program.
8. Participate in case manager meetings as requested.
9. Submit participant and program evaluation data by the 5th of the month for the previous month to Monument Impact as required by the MTC grant deliverables in the Scope of Work. (See Attachment A)

**Monument Impact will:**

1. Conduct outreach activities to recruit participants.
2. Assess potential participants for job readiness and support needs.
3. Work with participants to develop an individual employment plan addressing their barriers to employment and developing a career pathway.
4. Enroll participants in the following programs based on individual assessment:
  - a. Case Management
  - b. Job Readiness
  - c. Beginner, Intermediate and Advanced computer classes
5. Refer participants to Partners and other community-based organizations who offer training or support services consistent with their individual employment plan.
6. Coordinate communication with partners and MTC; prepare and submit deliverables required by grant. (See Attachment B.)
7. Coordinate development of a joint program Sustainability Plan to cover the costs of continuing Success Concord at the conclusion of the current MTC grant.

**PAYMENTS**

1. Monument Impact will pay for development, enrollment and teaching of the following programs:
  - GED/High School Diploma Summer Preparation Tutoring Program for up to 30 students – costs not to exceed \$2,276.
  - Pre-Construction/Manufacturing Training Program for up to 30 students – costs not to exceed \$19,569.
2. Invoices shall be submitted by the 5<sup>th</sup> of each month with documentation of the hours worked, materials purchased, and a copy of the curriculum developed and provided.
3. Invoices shall be paid within 30 days of receipt of funds from the grant funder, MTC.
4. Requested evaluation data shall also be submitted as specified in the joint Evaluation Plan.

**TERMINATION**

Either party, without penalty, may terminate this agreement on 30 days written notice to the other party.

**INDEMNIFICATION**

Monument Impact 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 Monument Impact 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 Monument Impact 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 Mt. Diablo Adult Education/Mt. Diablo Unified School District may incur or suffer that arise, result from, or are in any way related to this agreement.

**INSURANCE**

Either party will furnish copies of its Certificate of Insurance, upon request, which specify levels of insurance coverage.

**INDEPENDENT CONTRACTORS**

Adult School 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 Adult School.

**SIGNATURES****For Monument Impact****For Adult School**

By: \_\_\_\_\_

**Mike Van Hofwegen**  
**Executive Director**

By: \_\_\_\_\_

**Name**  
**Title**

Date: \_\_\_\_\_

Date: \_\_\_\_\_