



**Mt. Diablo Adult Education**  
**A Division of Mt. Diablo Unified School District**

**MEMORANDUM OF UNDERSTANDING**

**I. Purpose**

This Memorandum of Understanding is entered into by Mt. Diablo Adult Education (MDAE) with Opportunity Junction (OJ) and Empowered Aging (EA), (collectively, “Partners”.)

Opportunity Junction, Empowered Aging, and Mt. Diablo Adult Education are renewing their Health Career Pathway regional partnership and initiative launched in 2019.

This partnership was established by an initial 2019 Mt. Diablo USD Board of Trustees-approved MOU for an initial term of January 25, 2019 to December 1, 2019. Both the partnership and the initiative have continued to successfully develop despite Covid-19 pandemic impacts since 2020, receiving recognition by the State of California Department of Aging as a *promising practice* for providing a regional response to significant allied health professional staffing and quality improvement needs for those delivering care (to uninsured, underinsured, underserved and vulnerable Contra Costa residents most at-risk for poor health), while also providing a pathway towards economic sufficiency for low-income individuals.

This new MOU delineates the partnership responsibilities and commitments among the Partners for the successful continuation of the partnership and the regional initiative.

**II. CNA Training**

The Certified Nursing Assistant Training Program — offered with the right social support, exposure to the field, and practical incentives — will open up opportunities to low-income individuals for careers in medical assistance, nursing, and other higher-paying medical professions.

For this course, students will be limited to low-income individuals who might not be able to succeed in launching an economically sustainable career without psychosocial support. Individuals with deeper needs that the program is unable to address — such as limited English-language skills, ongoing substance abuse challenges, certain mental health issues, or insufficient education — will be referred to other services. Students who are not low-income or who are likely to succeed without additional psychosocial support will be referred to other CNA Training Programs and added to a waiting list for future opportunities; they will be invited to participate only if there are seats available.

**III. Target Population**

The focus and attention paid to motivated, low-income job seekers with addressable barriers to employment will continue beyond the CNA Training Program and throughout the initiative. This will be the target population for continued marketing and enrollment. Other interested students will be invited to apply or enroll if available class capacity remains.

Although acceptance into the program requires several steps, most of these elements are unavoidable. In order to reduce the impact on potential students, every effort will be made to require no more than three in person contacts for potential students by combining different touch points, scheduling different steps back-to-back at the same location, or other means.

The student-instructor ratio is limited by regulation to 15-to-1 during certain instruction segments. The aim is to enroll 15 students in each cohort and graduate 13 or 14.

#### **IV. Student Costs**

Scholarships and fee waivers will be discussed with students at every opportunity and included on all marketing literature. Each student will also meet with an MDAE Financial Aid Advisor to complete an enrollment agreement.

These fees will cover only a fraction of the actual MDAE student fees. As calculated through standard MDAE methodology, the cost is much higher. These additional costs will be raised through a variety of sources including:

- Adult Education Programs (CAEP) funds paid directly to MDAE; and
- Subsidies raised by the partners through philanthropy.

#### **V. Responsibilities - Partners mutually agree to as follows:**

##### **MDAE will:**

1. In conjunction with OJ, manage the student application process;
2. Lead instructional design – including providing in-facility externships and supporting post-certification placement;
3. Employ a full-time (0.8 FTE) CNA Instructor to lead all CNA training;
4. Provide the necessary logistical and support services to the CNA Instructor and CNA Training Director by the CTEC Coordinator;
5. Administer the California Student Assessment Survey (CASAS) assessment to gauge reading comprehension, and give the Livescan background check;
6. Promote the course through usual marketing materials of MDAE which include written and online course offerings, participation in high school and college career fairs, and outreach to high school and college counselors;
7. Promote the course among the MDAE weekly student orientation sessions;

8. Maintain an ongoing list of interested potential students and manage the initial conversation with potential students about the program and collect and track general information;
9. Provide facilities for didactic and skills training.

**OJ will:**

1. Provide psychosocial supports and professional development instruction;
2. Employ a full-time (1.0 FTE) Professional Development Instructor to integrate professional and interpersonal skills training in the courses and to partner with individual students to identify personal supports and to access services needed for success;
3. Employ a part-time (0.2 FTE) CNA Director to coordinate the CNA training program;
4. Employ a full-time (1.0 FTE) Career Advancement Coach to work with program alumni on next steps in their career such as enrolling in additional training programs and seeking promotions on the job as services are available and logistics allow;
5. Track client demographic, program, and employment data in a Salesforce database;
6. Coordinate partnership with Loaves and Fishes and the Food Bank of Solano and Contra Costa to provide hot lunch and weekly groceries;
7. Promote the course through Opportunity Junction's usual marketing materials which include written and online course offerings, participation in high school and college career fairs, and outreach to high school and college counselors;
8. Promote the course among Opportunity Junction participants in other programs and within its marketing and outreach materials and activities;
9. Manage the initial conversation with potential students about the program and collect and track general information;
10. Interview potential students and complete psychosocial assessment and questions specific to HCP;
11. Provide one-on-one and group supports to aid retention and professional growth;
12. Provide financial supports surrounding transportation assistance specifically and other areas as appropriate;
13. In order to understand the graduate's ongoing needs and to update Personal Success Plans, individually follow-up with students who complete the training at the following intervals: one week, one month, two months, three months, and then every 90 days for at least 18 months;
14. Send ongoing electronic communications to students in an effort to maintain engagement; and
15. Provide student fee subsidy funds to MDAE with grant funds specified for this purpose, including out of the AB628 Breaking Barriers to Employment contract through April 2024.

**EA will:**

1. Lead development of the broader Initiative elements such as continuing education and developing linkages with potential community partners for expanded training and services;
2. Work with SNFs and related healthcare facilities to promote the course; encourage referrals of prospective employees; and publicize the course by encouraging their staff to reach out to friends and family that might be interested;
3. Develop partnerships with potential educational providers and replicate the HCP's CNA training model in other counties, as funded through HCAI;
4. Attend MDAE advisory committee meetings;
5. Ombudsman staff may provide periodic educational support to students in partnership with MDAE and OJ.

**VI. Management and Governance**

**Decision Making:** The authority to make decisions about the HCP lies with a three-member HCP Leadership Team, consisting of a leader from each of the three partners who has decision-making authority for their respective organization. Others may be included in Leadership Team meetings as needed. The HCP Leadership Team will:

1. Meet monthly to review progress and learnings, develop activities to expand the CNA Training Program into the full HCP Initiative;
2. Plan in order to secure long-term financial and human resources for long-term expansion and sustainability;
3. Assess the need for meetings after the first year and reduce the number of meetings as determined at that time or subsequently;
4. Acknowledge that any staff are the agents of only one organization and that the Partner organization has no legal control or responsibility for the other's staff.

**Data Analysis:** Partners will use data to develop, implement, and assess service delivery for specific grant funded projects, including employment metrics. Partners will also utilize mandated data for grant reporting purposes.

**VII. Relationship between the Partners**

This MOU is by and among three independent entities. This MOU is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association beyond the terms and conditions of this Grant and MOU.

**VIII. Indemnification**

Each Partner agrees to indemnify, defend, and hold harmless the other Partner, their officers, agents, and employees against all claims, demands, actions, costs (including attorneys' fees) and liabilities arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of said party, its officers, agents or employees in connection with or arising from its performance or activities relating to this MOU.

#### **IX. Effective Date and Period of Performance**

This MOU shall be in effect from January 1, 2023 through June 30, 2024.

#### **X. Insurance**

IT IS MUTUALLY UNDERSTOOD that each Partner shall secure and maintain, in full force and effect during the full term of this Agreement, liability insurance in the following amounts and written by carriers satisfactory to OJ, EA, and MDAE.

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The insurance policies are to contain, or be endorsed to contain, the following provisions: Additional Insured Status each Partner, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Partner including materials, parts or equipment furnished in connection with such work or operations.

#### **XI. Amendments**

No amendment or modification of this MOU shall be effective unless it is in writing and signed by the authorized agents of all Partners.

#### **XII. Termination**

Under no circumstances shall a Partner terminate this MOU at a time or in such a way that an existing training course or program activity would be disrupted resulting in harm to the program clients.

If the two remaining Partners determine that an existing training course or program activity will not be disrupted resulting in hardship to the program clients, then any of the Partners in this MOU may terminate this MOU upon thirty days written notice to both of the other Partners.

### **XIII. Execution**

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall be binding on all Partners.

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By: Alissa Friedman  
Its: President/CEO  
For Opportunity Junction

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By: Susannah Meyer  
Its: Executive Director  
For: Empowered Aging

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By: G. Vittoria Abbate  
Its: Director, College & Career and Adult Education  
For: Mt. Diablo USD Adult Education (Mt. Diablo Adult Education)