



MEMORANDUM OF UNDERSTANDING
Between
Diablo Valley College Educational Talent Search & Upward Bound
and
Mt. Diablo Unified School District

This Memorandum of Understanding (“Agreement”) is made by and between Mt. Diablo Unified School District (“**District**”) with its principal place of business being 1936 Carlotta Drive, Concord, CA and DIABLO VALLEY COLLEGE EDUCATIONAL TALENT SEARCH and UPWARD BOUND PRGOGRAMS (“**DVC ETS & UB**”) with its place of business being 321 Golf Club Road, Pleasant Hill, CA 94523 (collectively hereinafter “the Parties”).

I. PURPOSE

- A. This Agreement formalizes a partnership between the District and DVC ETS & UB. The purpose and scope of services is further described in Appendix A.
- B. The District and DVC ETS & UB are working in concert to: support youth to be successful in school; engage parents; and provide services and resources for students and families.
- C. The District recognizes DVC ETS & UB as an established nonprofit agency [public agency] with a strong background and history providing services and support for youth and families in the community.
- D. DVC ETS & UB recognizes that the District is working to reduce barriers to educational success, with a focus on equity and wellness for youth.
- E. This Agreement provides permission for District personnel to provide services at _____n/a_____ facilities and events and for DVC ETS & UB personnel to provide services at District facilities and events.

II. ROLES AND RESPONSIBILITIES

- A. Experienced and trained DVC ETS & UB staff member(s) are hereby authorized to provide services and support for youth and families at District facilities and events.

- B. DVC ETS & UB and the District are independently responsible for ensuring that the extent, kind and quality of services performed will be consistent with the staff members' training, education and experience.
- C. In the course of performing services under this Agreement, DVC ETS & UB may come in contact with or become familiar with information which the District, its employees, and affiliates may consider confidential or is confidential as provided by law, particularly the California Education Code. This information may include, but is not limited to, information pertaining to District personnel, students, or third-parties. DVC ETS & UB agrees to maintain the confidentiality of all such information received in the course of performing services pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

III. TERM

- A. This Agreement will commence upon approval by the District's Governing Board of Trustees ("Board") during the 2023-2024 school year, and will remain in force until the end of the 2027-2028 school year. Prior to the conclusion of the 2027-2028 school year, the Parties will evaluate the outcomes of the Agreement. Should the Parties desire to extend or continue this Agreement beyond the Term, they will execute a new agreement upon the expiration of the Term set forth herein.

IV. COMPENSATION

No funds will be required from the District or DVC ETS & UB under this Agreement. Any remuneration for services must be arranged independent of this Agreement and approved by the Board.

V. CRIMINAL RECORDS CHECK/TUBERCULOSIS TESTING

- A. DVC ETS & UB and District staff shall comply with the provisions of Education Code sections 35021.1 or 45125.1, as applicable, regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the agency, its employees, or its volunteers.
- B. DVC ETS & UB shall not permit any employee or volunteer to have any contact with District students until such time as DVC ETS & UB has verified that each employee has not been convicted of a felony, as defined in Education Code 35021.1 or 45125.1.
- C. Each DVC ETS & UB staff member, supervisor, or volunteer must show evidence of a negative tuberculosis (TB) test within the past six (6) months for new personnel before having contact with District students or families at District facilities.



- D. DVC ETS & UB is responsible for costs related to fingerprinting and TB testing of DVC ETS & UB staff and volunteers.
- E. The District is responsible for costs related to fingerprinting and TB testing of District staff.

VI. RELATIONSHIP OF THE PARTIES

- A. DVC ETS & UB and the District enter into this Agreement as, and shall continue to be, independent agencies.
- B. Under no circumstances shall the staff or volunteers of either party be considered an employee of the other within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall the staff, supervisor, or volunteers of one party look to the other party as an employer.
- C. DVC ETS&UB staff or volunteers shall not displace District employees in any function or capacity.
- D. District staff shall not displace DVC ETS & UB employees in any function or capacity.

VII. ATTORNEYS' FEES

If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

VIII. WAIVER

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, condition, or any subsequent breach of this Agreement.

IX. TERMINATION

Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement

or materially breach any of its provisions, the breaching party may terminate this agreement by written notice to the non-breaching party. Termination shall be effective upon receipt of said notice.

X. INDEMNIFICATION

- A. DVC ETS & UB shall hold harmless, defend and indemnify the District and its officers, elected and appointed officials, employees and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with DVC ETS & UB performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of DVC ETS&UB.
- B. MDUSD shall hold harmless, defend and indemnify DVC ETS & UB and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense costs (including without limitation costs and fess of litigation) of every nature arising out of or in connection with MDUSD's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

XI. INSURANCE

- A. DVC ETS & UB shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by each party, their agents, representatives, employees, volunteers, or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- B. **Coverage shall be at least as broad as:** 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.
- C. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if ARM OF CARE has no owned autos, hired (Code 8) and non-owned autos (Code 9), with a limit of no less than **\$1,000,000** per accident for bodily injury and property damage.
- D. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000

per accident for bodily injury or disease.

- E. **Additional Insured**: DVC ETS & UB's insurance shall include additional insured status for the District on its Commercial General Liability policy with respect to liability arising out of work or operations performed by it or on its behalf including materials, parts or equipment furnished in connection with such work or operations. DVC ETS&UB's insurance coverage shall be primary insurance to its officers, officials, employees, and volunteer.
- F. **Notice of Cancellation**: Each insurance policy required above shall provide that coverage shall not be canceled for the term of this Agreement.

XII. CALIFORNIA LAW

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

XIII. RULES AND REGULATIONS

All rules and regulations of the District and DVC ETS&UB, all federal, state, and local laws, ordinances and regulations are to be observed strictly by the Parties pursuant to this Agreement

XIV. AFFIRMATIVE ACTION/NON-DISCRIMINATION

DVC ETS&UB and the District shall provide services under this Agreement that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry or national origin.

XV. NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required. Notice shall be given to the following individuals:

For the District:

Mt. Diablo Unified School District
Dr. Heather S. Fontanilla
Administrator, Career Pathways &
College Now
1936 Carlotta Drive
Concord, CA 94519

For DVC ETS & UB:

Eric Handy
Dean of Student Equity and Engagement (Interim)
321 Golf Club Road, Pleasant Hill, CA 94523
925-969-2195

XVI. Entire Agreement of Parties

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by dates and signatures affixed.

Mt. Diablo Unified School District

Name: Jennifer Sachs
Chief, Educational Services

Signature: _____

Date: _____

**Diablo Valley College
Educational Talent Search & Upward Bound**

Name: Amy Sterry
Director of Purchasing and Contract Services

Signature: _____

Date: _____

Appendix A

Name of Agency: Diablo Valley College Educational Talent Search & Upward Bound

Address: 321 Golf Club Rd. Pleasant Hill, CA 94523 _____

Telephone Number(s): 925-969-2195

Fax: 925-691-9316 _____

Website URL: www.dvc.edu/ets _____

501C3 / Nonprofit? Yes No Year agency established: 1949 _____

Agency Contact:

Name: Eric Handy

Title: Dean of Student Equity and Engagement (Interim)

Email: ehandy@dvc.edu

Telephone Number(s): 925-969-4289

Agency Liaison:

Name: Eric Handy

Title: Dean of Student Equity and Engagement (Interim)

Email: emorales@dvc.edu

Telephone Number(s): 925-969-4289

Description of Agency/Mission:

Description: What services does DVC ETS & UB propose to offer in District schools?

This Agreement gives permission for DVC ETS & UB to provide services at all District schools, upon approval from the school principal.

Demonstrated need/data: Please describe the need for services, include related quantitative and qualitative data and trends. The DVC ETS & UB program provides low-income and or first-generation college students academic advising and enrichment, career exploration financial aid and college advising, exposure to post-secondary options through college/university field trips, support with college applications, support with financial aid applications, financial literacy awareness and on-campus summer programming.

Purpose: What is the purpose of the proposed services? Intended outcomes?

The purpose of the services is to increase college attendance for low-income and or first-generation college students who may not have the support they need to transition to post-secondary education.

Target population: Please describe the target population of the services to be provided?

The target populations are low-income and/or first-generation college students who may also be English language learners, homeless and foster youth.

Service provider qualifications: By whom will services be provided? Please describe training, background, and experience of the service providers.

DVC ETS & UB program will provide services to the students on MDUSD high school and middle school campuses, sites may vary from year to year depending on DVC ETS & UB's staffing and student needs. All DVC ETS & UB staff are trained to work with students and support them with secondary school and college readiness.

Supervision: Who will supervise the service providers?

Name: Eric Handy

Title: Dean

Email: ehandy@dvc.edu

Telephone: 925-969-4289

How often will supervision be provided? As needed and determined by DVC ETS&UB.

Time frame/duration: When will proposed services be provided?

Frequency? Days per week / hours: Duration of services?

Services, frequency, days per week and the number of hours will vary from site to site. It will depend on the sites' needs and agency staffing.

Curriculum: Will a curriculum, written materials, or media be used? If so, please provide a summary of the proposed materials and attach to email: n/a

Collaboration: Please describe the way in which proposed services will operate in collaboration with school personnel, District programs, and resources or providers in the community:

- Work collaboratively with the District counselors and other programs/staff.
- Work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) in order to support students' overall school success.
- Inform the school principal of any proposed changes to the Provider's program, or proposed preparations, schedule, or status within DVC ETS & UB.
- In the event that an urgent or emergency circumstance adhere to the school's emergency procedures and immediately directly contact the principal of the school and the Provider's supervisor. (Emergencies include but are not limited to the need for a: CPS report; call to Police; hospitalization evaluation; safety concerns, etc.)

Lost instruction: Will students be taken out of class to participate in services/program? If so, approximately how much instructional time will be lost by the students per week?

Students will be taken out of class, but the goal is that it does not significantly impact student learning. Hence, agency staff must collaborate with District staff to ensure that services do not impact students learning, grades.

Informed consent: Please describe informed consent/permission procedures that will be required to participate in services/program. Attach forms.

Obtain written permission to provide services for any and all students served. Unless otherwise authorized under Minor Consent, obtain consent from the Parent / Holder of Educational Rights before providing services or allowing program participation in any program or services provided by DVC ETS & UB. Parent(s) or legal guardian will be fully informed.

District roles: Please describe the roles and time commitment of District personnel that will be required under the terms of this Agreement.

- Maintain written documentation of compliance with all provisions of this Agreement including, but not limited to, the results of criminal records check and tuberculosis testing for the District employees providing services at DVC ETS & UB.
- Serve as a link to community resources for students mutually served by DVC ETS & UB and the District.
- Participate in discussions about service details with educational leaders as requested by site leader,

District Liaison, or other staff directed by District Liaison or Assistant Superintendent for Student Services and Special Education.

- Assist DVC ETS & UB in reviewing school and District policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- Provide an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- Assist DVC ETS & UB to become familiar with school and community-based programs and resources for students and families.

Source of Funding: Please describe the means by which services/program will be funded. Are proposed services grant-funded? If so, please describe the source of funding and anticipated duration. Services will be provided to MDUSD students at no-cost.

Benefit to District/community: What benefit will the District and community receive from this partnership? The goal is to increase post-secondary enrollment for MDUSD students with a focus on low-income students.

Additional Information/summary: *Attached additional pages as needed.*

General Considerations:

- DVC ETS & UB and District staff may, upon request, provide staff, parents, or youth educational trainings and information, and staff professional development.
- DVC ETS & UB and the District will maintain written documentation to demonstrate compliance with all provisions of this agreement including, but not limited to, the results of criminal background checks and tuberculosis (TB) testing.
- Unless otherwise authorized under Minor Consent, Parent/Holder of Educational Rights is required to participate in any program or services provided by DVC ETS & UB at District schools. Parent(s) or legal guardian will be fully informed about the content of the program in accordance with the practice of informed consent. DVC ETS & UB and the District are independently responsible for ensuring compliance with laws related to consent for services.
- Youth participation programs and services is voluntary. A student or parent may elect to discontinue participation in the program at any time by communicating this verbally or in writing to a DVC ETS & UB or District staff member.
- DVC ETS & UB and District staff will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- DVC ETS & UB staff will work collaboratively with District professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, school social workers, etc.) to support student achievement.
- DVC ETS & UB and District staff will maintain timely and accurate records.
- DVC ETS & UB staff will provide a mid-year utilization summary including number of students referred

for counseling, number of students served, top four reasons for referral for counseling, ethnicity and gender of student population referred for counseling, and information related to the implementation of this Agreement.

- DVC ETS & UB staff will provide an end-of-year utilization summary including number of students referred for services, number of students who participated in programs, number of students for whom services were offered, but who declined to participate, the ethnicity and gender of student population referred for and participated in services, and relevant information related to the delivery of services.
- DVC ETS & UB staff will follow professional and ethical guidelines, state and federal laws.
- DVC ETS & UB staff will maintain student and family confidentiality.
- DVC ETS & UB staff will, when indicated, work collaboratively with District Foster Youth Services fosteryouth@mdusd.org the Mt. Diablo Homeless Outreach Program for Education hope@mdusd.org and the Commercially Sexually Exploited Children Team csec@mdusd.org, (925) 682-8000, Ext. 3054
- When appropriate, DVC ETS & UB staff will assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community.
- In the event that an urgent or emergency circumstance is encountered (i.e. required CPS report, call to police, hospitalization, evaluation, safety concerns, etc.) staff members will follow emergency procedures and immediately directly contact his/her supervisor and the principal or principal's designee.

