

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as “MOU”) is between Central Nine Career Center Adult Education Division (hereafter referred to as “C9”) and the Burmese American Community Institute (hereafter referred to as “BACI”), and collectively referred to as “Parties.”

The following expresses the terms and conditions of the MOU between

Central Nine Career Center (C9).

1999 U.S. 31 South

Greenwood, IN 46143

Contact person: Michelle Davis, Tel: 317-888-4401 ext.229; Email: mdavis@central9.k12.in.us

And

Burmese American Community Institute (BACI)

4925 Shelby Street #200

Indianapolis, IN 46227

Contact person: Elaisa Vahnie, Tel: 317-731-5537; Email: velaisa@umail.iu.edu

GOAL OF THIS MOU : The purpose of this MOU is to provide English Class: Civic and Culture education to non-native English speakers in Central Indiana, mainly focused on but not limited to, the individuals whose country of origin is Burma and who are Legal Permanent Residents (LPR). The C9 and BACI jointly will conduct and expand an ongoing English class at the BACI Center for the year 2014-2017.

DESCRIPTION OF PROJECT: The purpose of English and Citizenship Classes is to prepare the student for post-secondary education as well as for the Naturalization interview required by the United States Citizenship and Immigration Services (USCIS) when applying for Naturalization. The classes will run throughout the year. The current Classes which started since 2012 are (2) days a week, three (3) hours each day. The total number of hours for each quarter is sixty (60) hours. At the beginning and end of each class quarter (or ten weeks), the English proficiency assessment tests are conducted.

According to data from the Central Nine computer aggregate data program (the state adult education adopted data system), the enrollment in BACI and Central Nine class was 45 students in 2011-2012, and 119 students in 2012-2013 as well as in 2013-present. Under this MOU, the project will expand to enroll 200 LPR every fiscal year. Accordingly, the class frequency will be increased and hours per quarterly will be expanded to a minimum of eighty (80) hours.

PROJECT PERIOD: This MOU is in effect from December 1, 2014 to September 30, 2017.

C9's Responsibilities to BACI 2.0

- 2.1 Central Nine Career Center Adult Education Division is part of Central Nine Career Center School in Indiana.

- 2.2 C9 will be responsible for the recruitment, training, and management of English and Citizenship teachers.
- 2.3 C9 will be primarily responsible for the development of English and Citizenship Curriculum, lesson plans, supplies, and activities for the classes.
- 2.4 C9 will be responsible for tracking enrollment and progress of each student in class and share the LPR intake information, the progress report with BACI in timely manner (i.e. quarterly).
- 2.5 C9 will be responsible for preparation and setup of the classroom environment and will ensure the classroom used is cleaned after each use.
- 2.6 C9 will be responsible for communicating all necessary information with BACI.

BACI's Responsibilities to C9 3.0

- 3.1 Burmese American Community Institute (BACI) is a nonprofit organized under the laws of Indiana.
- 3.2 BACI will assist C9 in the recruitment of Legal Permanent Residents who are from Burma for enrollment as a student in one of the English and Civic Classes.
- 3.4 BACI will assist C9 with the development of English and Citizenship curriculum to meet the expectation under this project.
- 3. 3. BACI will provide the facility and equipment for English and Citizenship Classes at the BACI Center.
- 3.4 BACI will be responsible for the care and maintenance of the facility in order to provide a safe, secure, and healthy environment for the students.
- 3.4 BACI will be responsible for communicating with both the teacher and with C9 with regard to issues related to the program expectations, class scheduling, facility, maintenance, supplies, BACI policies and procedures, etcetera.
- 3.6 BACI staff member will actively work and coordinate with C9 staff members in the process of implementing this project.

Partnership 4.0

- 4.1 For the purpose of this English and Citizenship Class Project, both C9 and BACI shall put their best efforts to provide the quality service to the clients they serve and the project is implemented effectively and successfully.

- 4.2 The parties involved will put forth an effort to raise sufficient funding and seek grants together to sustain and expand the program in the coming year(s).
- 4.3 Employees of BACI are not employees of C9, and employees of C9 are not employees of the BACI.
- 4.4 The parties acknowledge that they are not insured in any manner by the other party for any loss of any kind whatsoever, including attorney malpractice insurance. The parties agree that neither party has the authority, express or implied, to bind or obligate the other party in any way. Nothing contained herein is intended to or shall result in either party being liable for the debts or liabilities of the other.

4.2 **Termination.**

This Agreement, and any amendments, may be terminated by a party at any time during the Term by:

- a. Providing the other party with not less than thirty (30) business days written notice; or
- b. Immediately by giving notice to the other party if the other party fails to remain in good standing or ceases to maintain tax-exempt status, becomes insolvent, or becomes subject to any other judicial proceedings that relate to insolvency.

IN WITNESS WHEREOF, and according to the laws of the State of Indiana, the Parties hereto have caused this MOU to be executed as of the date subscribed below.

**Central Nine Career Center:
Adult Education Division**

Burmese American Community Institute:



Executive Director

Executive Director
02/07/2015

Date

Date