

**Memorandum of Understanding**

**Between**

**Gilroy Unified School District,**

**Gavilan Joint Community College and the Hispanic-Serving Institution Assisting Communities Project and First Five Santa Clara County for Use of Classrooms and Day Care**

This document will constitute a Memorandum of Understanding (“the Agreement”) between Gilroy Unified School District, (the “District”) and Gavilan Joint Community College, the Hispanic-Serving Institution Assisting Communities Project (“GAVILAN HSIAC”), and First Five Santa Clara County (“First Five”), collectively the “Parties,” to facilitate the use of South Valley Middle School facilities (“SVMS”) to promote the coordination of services to support the Neighborhood Revitalization Strategy Area (the “Area”) residents in English-as-a-second language (“ESL”), Computer proficiency, and community interest workshops (the “Program”)

The District and GAVILAN HSIAC have agreed to the following terms for the working relationship:

Term: the initial term shall begin August 30, 2005 and end August 29, 2006 and shall be renewable for succeeding one year terms by written notice and mutual agreement of the Parties at least 30 days prior to expiration of the then expiring term.

The Memorandum of Understanding is as follows:

- 1.) Facilities and capacity: District agrees that two classrooms at SVMS to house up to 60 students will be made available for use by GAVILAN HSIAC for the Program at an annual cost of \$1 due upon execution of this Agreement.
- 2.) Hours of use: Weekdays and Saturdays between 7:30 a.m. and 5:00 p.m., week nights between 7:00 p.m. and 10:00 p.m.
- 3.) Equipment: No classroom equipment will be provided other than that provided by HSIAC through its purchases
- 4.) Custodial Service: The District will provide its GAVILAN HSIAC custodial service. GAVILAN HSIAC will reimburse the District monthly at the rate of \$32.50 per hour times one hour per day X the number of days rooms are utilized.
- 5.) Telephone Service: A telephone will be provided at GAVILAN HSIAC’s expense.
- 6.) Utilities: District will provide utilities including gas, electric, sewer, water and waste disposal. GAVILAN HSIAC will pay District the sum of \$325.00 per month as compensation for Utilities.
- 7.) Payment: GAVILAN HSIAC will reimburse District within the first ten days of the month immediately following usage.

8.) Ownership of Classrooms and Equipment: GAVILAN HSIAC will contribute the sum of approximately \$225,000 for classroom renovation and adaptation, ADA compliant restrooms, computers and other equipment to make the classrooms and support facilities suitable for its uses and to facilitate its Program. The facilities upgrades and equipment will be owned by the District and will revert to District use upon cessation of the Agreement at the end of its final renewal.

In addition, First five has agreed to provide day care for the children of the adults registered in the morning programs (estimated at approximately 30 children) at no cost to either the District or Gavilan HSIAC on the campus of South Valley Junior High School in the preschool room during hours agreed upon by Gavilan HSIAC and First Five.

Gavilan HSIAC and First Five hereby agree to be liable for any damage to the preschool classroom, or any missing property arising out of the use of said classroom.

9.) Termination: Any of the parties may terminate the Agreement for any reason upon 30 days written notice to the other Party. If, however, the District terminates the agreement, GAVILAN HSIAC will have the right to complete the classes then being offered.

10.) Liability: GAVILAN HSIAC and First Five shall defend and indemnify District, its officers, agents and employees against all claims, regardless of form, and lawsuits for damages for death or injury to persons or property arising from or connected with services rendered by and/or acts attributable to GAVILAN HSIAC and First Five, its officers, agents, employees of GAVILAN HSIAC and First Five and GAVILAN HSIAC and first Five staff and students. Indemnification shall include all costs and expenses including attorney fees.

District shall defend and indemnify GAVILAN HSIAC and First Five, its officers, agents, employees and GAVILAN HSIAC and First Five staff and students against all claims, regardless of form, and lawsuits for damages for death or injury to persons or property arising from or connected with services rendered by and/or acts attributable to the District, its officers, agents, or employees. Indemnification shall include all costs and expenses including attorney fees.

11.) Insurance: Prior to commencement of the Program both GAVILAN HSIAC and First Five will provide to District evidence of insurance with respect to general liability, workers' compensation and professional liability. Coverage shall be maintained with minimum limits of \$10,000,000 excess of \$5,000,000 per claim/occurrence, naming the District as an additional insured and shall provide the district with certified policy endorsements specifying that the District will be notified at least 30 days prior to cancellation, non-renewal, or material change of policy.

12.) Integration/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 executed by both parties.

