

Memorandum of Understanding

Between

Gilroy Unified School District

And

Gavilan Joint Community College and the Hispanic-Serving Institution Assisting Communities Project for Use of Classrooms

This document will constitute a Memorandum of Understanding ("the Agreement") between Gilroy Unified School District, (the "District") and Gavilan Joint Community College and the Hispanic-Serving Institution Assisting Communities Project ("GAVILAN HSIAC"), 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.

9.) Termination: Either 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 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, its officers, agents, employees of GAVILAN HSIAC and GAVILAN HSIAC staff and students. Indemnification shall include all costs and expenses including attorney fees.

District shall defend and indemnify GAVILAN HSIAC, its officers, agents, employees and GAVILAN HSIAC 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 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.

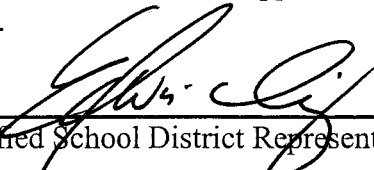
13.) Notices:

(a) A copy of notices to the District shall be addressed to:

Steve Brinkman
Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
Phone: (408) 848-7126
Fax: (408) 847-4717

(b) A copy of notices to GAVILAN HSIAC shall be addressed to:
Rachel Perez
Gavilan Joint Community College
5055 Santa Teresa Blvd.
Gilroy, CA 95020-0065
Phone: (408) 847-2514 ext. 22
Fax: (408) 847-0724

The signatures below indicate approval by both parties to the terms presented in this Agreement.



Date 9/28/05

Gilroy Unified School District Representative

Date

Edwin Diaz, Superintendent

Print Name and Title



Date 10/12/05

GAVILAN HSIAC Representative

Date

Steven M. Kinsella, Superintendent/President

Print name and Title