MOU Number _____

MEMORANDUM OF UNDERSTANDING

This MOU is made between IMPERIAL VALLEY COLLEGE ("PARTNER") and the GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY, hereinafter referred to as the AUXILIARY, on behalf of Cal-PASS.

PARTNER and the AUXILIARY agree as follows:

1. PURPOSE AND TERM

The purpose of this MOU is to compensate the AUXILIARY, on behalf of Cal-PASS, for providing the services described in Statement of Work below. The services of the AUXILIARY are to commence upon execution of this MOU, and are to be completed by June 30,2010.

2. STATEMENT OF WORK

The services to be rendered or specific tasks or objectives to be accomplished are to assist PARTNER with defining processes and policies for effective running of a Professional Learning Council (PLC).

1. Develop and conduct one English PLC and one Math PLC with assistance of experienced Regional Coordinator.
2. Write and execute independent contractor agreements with co-chairs; pay stipends on bi-annual basis to Regional Coordinator and co-chairs; provide administrative support for expense reimbursements, issuance of 1099's and other general accounting function.

   Assist PLC draft a mini grant proposal with intended outcome to be an innovation to pilot at the local level.

3. COMPLIANCE WITH LAW

The AUXILIARY shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the MOU.

4. COMPENSATION AND PAYMENT

Total payments to the AUXILIARY for the performance of Services set forth in this MOU will pay $21,500 per year per council, for a total of $43,000. PARTNER agrees to provide an initial payment of $21,500 within thirty (30) days of the execution of this MOU and a final payment shall be made by PARTNER to the AUXILIARY no later than January 29, 2010. The AUXILIARY shall send an invoice for services to PARTNER for approval. PARTNER will put forth reasonable efforts to make payments within thirty (30) days after receipt of the invoice at PARTNER.

5. MODIFICATION PROVISIONS

Either party may from time-to-time request changes or amendments to this MOU. Such changes or amendments, which are mutually agreed upon by and between PARTNER and the AUXILIARY, shall be effective only when incorporated in written amendments to this MOU.

6. NONDISCRIMINATION CLAUSE

During the term of the MOU, the AUXILIARY agrees as follows:

A. In the hiring of any employees for the performance of work, or any other activity required under the MOU or any subcontract, the AUXILIARY, subcontractor or any person acting on behalf of the AUXILIARY or subcontractor shall not by reason of sex, race, creed, color, disability, national origin, ancestry or age discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

B. Neither the AUXILIARY nor any subcontractor, nor any person on their behalf, shall in any manner discriminate against any employee involved in the performance of work or any other activity required under the MOU on account of sex, race, creed, color, disability, national origin, ancestry or age.

7. NOTICE

Notice shall be sent by Priority United States mail, postage prepaid, addressed as follows:

IMPERIAL VALLEY COLLEGE
380 East Aten Road
Imperial, CA 92251

AUXILIARY
Chief Financial Officer
Grossmont-Cuyamaca Community College District Auxiliary
8800 Grossmont College Dr.
El Cajon, CA 92020

IN WITNESS WHEREOF, this MOU has been executed in duplicate by the parties hereto effective _____, 2009.

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION

By _____

Stanley C. Schroeder
Director

IMPERIAL VALLEY COLLEGE
380 East Aten Road
Imperial, CA. 92251

By _____

Please return two signed copies of this agreement to GCCCD Aux. Your copy of the fully executed agreement will be sent to you via US mail.