MEMORANDUM OF UNDERSTANDING
2011-2012
TEAM GEAR UP and IVC Student Services

This Memorandum of Understanding (MOU) establishes an agreement between Imperial County Office of Education (ICOE) and Imperial Valley College Student Services (IVC). This agreement is effective when signed by the authorized representatives of ICOE and IVC.

The MOU will be in effect from **March 1, 2012** through **June 30, 2012** with a yearly evaluation of services and annual review. This Agreement may be terminated at any time by mutual written consent of the parties, or upon 30 days advance notice by either party. In the event of cancellation prior to completion of the services specified herein, all finished or unfinished documents, data, studies, reports, and other materials prepared by IVC pursuant to this Agreement shall become ICOE property.

Scope of Services:
Imperial Valley College Student Services will provide the ACCUPLACER test to Imperial County TEAM GEAR UP 11th grade students. Imperial Valley College Student Services will serve as center of operations for planning, implementation and evaluation of ACCUPLACER testing services to Imperial County TEAM GEAR UP students. TEAM GEAR UP students will benefit from the administration of the ACCUPLACER test by having early exposure which will allow then to be better prepared for admissions exams at all Institutions of Higher Education. Should a student place at "college level" in the areas of English and Math, Imperial Valley College agrees to honor the scores from the 11th grade administration of the ACCUPLACER thereby bypassing the need to retest in their 12th grade year.

Fiscal Considerations:

The funds from ICOE TEAM GEAR UP will be used to provide ACCUPLACER test units for each 11th grade student tested, and to provide IVC Counselors to administer the test to those high school students. Imperial County TEAM GEAR UP schools that may elect to participate in ACCUPLACER testing are Brawley Union High School, Calexico High School, Central Union High School, Holtville High School, San Pasqual High School and Southwest High School.

IVC agrees to test all TEAM GEAR UP students under its agreement with the College Board as an ACCUPLACER test administration site. IVC agrees to invoice TEAM GEAR UP for all test units used in the testing of 11th grade TEAM GEAR UP students at a rate of $1.75 per test unit x 8 test units per student, or $14 per student. Should the cost of test units increase, ICOE will pay an amount not to exceed $16 per student.

IVC counselors will administer the ACCUPLACER test to all 11th grade students at their home high schools. An estimated total of 310 hours (77.5 hours each x 4 counselors x $55 per hour) of testing time will be required to administer the exam at six high schools. Upon completion of the test, IVC will invoice ICOE TEAM GEAR UP for the counselors' hours, accompanied by time and effort documentation. Counselors will administer the test in designated computer labs, running am/pm test sessions whenever possible.

Confirmed dates for testing are as follows:

Brawley Union High School:	May 24-25/29-30	Students:	418
Southwest High School:	March 13, 15-16	Students:	493
Calexico High School:	April 3, 5-6	Students:	781

Tentative testing dates for remaining schools have not been confirmed.

Central Union High School:	Students:	435
HHS:	Students:	138
SPVHS:	Students:	38

Estimate of Expenses

310 hours x $55/hour	$17,050
2303 students x $14 per test	$32,242

Payment:

Upon proper invoicing with documentation, ICOE agrees to pay IVC within 20 days of the receipt of invoice by the TEAM GEAR UP Director.

Indemnification:

It is understood that:
Neither ICOE, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done, or omitted to be done by IVC under or in connection with any work, authority or jurisdiction delegated to IVC under this agreement. IVC shall fully indemnify and hold ICOE harmless from any liability.

ICOE agrees to indemnify and hold harmless IVC, its officers, employees and agents from all claims, liability and losses by whoever asserted arising out of acts of omission by ICOE, its officers, employees and agents in the performance of this contract, except those arising by reason of negligence of IVC, its officers, employees and agents.

IVC and ICOE agree that the laws governing this agreement shall be those of the State of California and any suit arising out of the performance of this agreement shall be initiated exclusively in the courts of the State of California.

Requested by:

Jan Magno
Vice President of Student Services
Imperial Valley College

Denise Cabanilla
Director
Imperial County TEAM GEAR UP

Dr. Victor Jaime
Interim Superintendent/President
Imperial Valley College

Date: 3/12/12

Elena Castro
Assistant Superintendent
Imperial County Office of Education

Date: 3/7/12