MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is entered into this 24th day of ______________, 2004, by and between the State of Illinois, acting through the Illinois Community College Board and hereinafter called the "State" and the Brainard Community Development Corporation.

WITNESSETH

WHEREAS, the State has the duty to provide for the health, safety, and welfare of its residents; and

WHEREAS, part of the Illinois Community College Board's mission is to administer the Public Community College Act in a manner that maximizes the ability of the community colleges to serve their communities and to promote cooperation within the system and accommodate those state of Illinois initiatives that are appropriate for community colleges; and

WHEREAS, the Brainard Community Development Corporation is a non-profit community development organization; and

WHEREAS, the parties shall enter into a grant or award agreement, to be effective for fiscal year 2005 and subject to compliance with all applicable State law and necessary certifications, on the basis of the following terms, among others:

The State will agree:

1. To provide $25,000 in State funding to the Brainard Community Development Group for the addition of literacy to their program family in an effort to address the educational needs of adult learners and to focus on eliminating the Digital Divide;

The Brainard Community Development Group will agree:

2. To meet all duties and obligations imposed by state law respecting nonfederal-aid projects;

3. To promptly pay all contractors engaged on projects undertaken pursuant to this Memorandum of Understanding;

4. To assume the responsibility for the initiatives of the Brainard Community Development Corporation; and

The parties will mutually agree:

5. That, with respect to the State funding, project initiation will be the responsibility of the Brainard Community Development Corporation and is to be coordinated with the State.
IN WITNESS WHEREOF, State and the Brainerd Community Development Corporation have caused this Memorandum of Understanding to be executed by their authorized representatives on the 24th Day of July, 2004.

FOR THE BRAINERD COMMUNITY DEVELOPMENT CORPORATION:

Dozier Thomas
President

FOR THE STATE:

Geoffrey Obrzut
President/CEO
ICCB