



# College of the Marshall Islands

Accredited by the Western Association of Schools and Colleges

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## Memorandum of Understanding

Between

### The College of the Marshall Islands and the Ebeye, Kwajalein Queen of Peace Parish

This Memorandum of Understanding (hereinafter referred to as MOU) between the College of the Marshall Islands (hereinafter referred to as CMI), and the Ebeye, Kwajalein Queen of Peace Elementary School (hereinafter referred to as QOPES) provide for the establishment of the College of the Marshall Islands Distance Education Center (hereinafter referred to as CMI).

WHEREAS CMI seeks to expand the educational programs to Ebeye Kwajalein to meet the growing demand from the Public School System and the RMI Government;

WHEREAS, CMI has the resources to provide quality educational services to the Ebeye, Kwajalein community.

## AGREEMENT

NOW, THEREFORE, CMI and QOPES agree as follows:

### **Terms and Conditions:**

#### **A. QOPES agrees it will provide CMI:**

1. with exclusive access to 4 classrooms at QOPES for the sole purpose of meeting the College's mission.
2. staff on Ebeye, Kwajalein accesses to the other facilities (i. e. library and bathrooms) at QOPES.
3. with electrical power to the CMI DE Center during power outages on Ebeye to prevent interruption to the delivery of services.
4. CMI will use one of the allocated classrooms (as stated in this agreement) as the CMI Ebeye Center library.

#### **B. CMI agrees to:**

1. be responsible thereafter for general maintenance of the four classrooms and the bathrooms.
2. be responsible for additional equipment and furniture it may need for the Center.
3. CMI will work with the National Telecommunications Authority (hereinafter referred to as NTA) to connect the Center to the internet and assumes the costs thereof for the most reliable and convenient internet connection subscription for the Center.
4. install WiFi to the Center and the grounds in close vicinity or 150 meters from the Center or whatever is within its accessible range.
5. allow QOPES access to its WiFi under the same terms and conditions as CMI students and staff.
6. allow QOPES students, supervised access to the CMI computer lab facilities at pre-arranged times on a schedule that is negotiated and approved by the Center Coordinator. Such scheduling will not interfere with CMI Center students and employees access to the same computer facilities.
7. be responsible for replacing and/or installing air conditioners and lights at the Center as CMI sees necessary. CMI also will be responsible for the Center and will assume the responsibility of paying for the Center's monthly utility costs.
8. manage its employees at the Center independently and according to CMI's rules and policies.
9. make an annual contribution to QOPES of \$8,000 for the use of its facilities and shared fuel costs for the generator.

10. make at its expense whatever necessary modifications needed for the CMI DE Center to ensure the safety and security of students and equipment, such as lighting, window security screening, electrical outlets for computers, doors deadbolt locks, etc.

*Effective Date.* This MOU is effective upon signing by the President of CMI and the authorized signatories of the QOPES and shall remain in effect until either party provides the other with at least two months' written notice of intent to terminate with the termination occurring at the end of CMI's current semester. All distance learning equipment purchased by CMI shall be retained by CMI and all other furniture, furnishings and equipment purchased by CMI that is at least two years old or more shall be retained at the CMI DE Center.

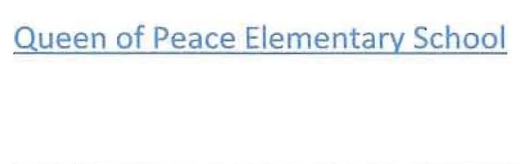
The MOU may be modified by an addendum with the written consent of both parties.

The school will not be held responsible for damage to the Center facility or computer lab in case of accidents, fire, burglary, flood and other forms of disaster.

**IN WITNESS THEREFORE, the parties have executed the Agreement of the date first written.**

College of the Marshall Islands

Queen of Peace Elementary School



President

QPS Board Chairperson

Date: 11.15.18

Date: \_\_\_\_\_

**Certified as to Funds Available:**

*dr* Vice President for Business and Administrative Affairs



Date: 11/7/18

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