



MEMORANDUM OF AGREEMENT BETWEEN
Guam Community College
And
College of the Marshall Islands

This Memorandum of Agreement (MOA) is entered on this _____ day of _____ 2021, by and between Guam Community College, whose address is PO Box 23069 Guam Main Facility, Guam 96921 and the **College of the Marshall Islands**, whose address is P. O. Box 1258 Majuro, Republic of the Marshall Islands 96960.

In this MOA, the parties shall be referred to as: Guam Community College Office of Continuing Education and Workforce Development (GCC CEWD) the party providing WorkKeys® services for the College of the Marshall Islands (CMI). The Client will be referred to as the CMI and the Trainees will be referred to as the CMI students, the party(ies) providing and receiving the services for the WorkKeys® program and assessments; focusing on improving foundational workplace skills using the WorkKeys® online curriculum toward a WorkKeys® National Career Readiness Certificate and gainful employment.

WHEREAS, The CMI is requesting the services of GCC CEWD

WHEREAS, GCC CEWD is responding to the request made by the CMI to provide services for the WorkKeys program focusing WorkKeys® online curriculum toward a WorkKeys® National Career Readiness Certificate and gainful employment now hereby enter into such agreement; and

WHEREAS, the duration of the WorkKeys® services will begin April 1, 2021 and will end on March 30, 2022.

NOW, THEREFORE, be it known that all parties agree, as applicable, to the following:

SECTION I. DESCRIPTION OF SERVICES

GUAM COMMUNITY COLLEGE SHALL:

- (1) Upon initiation of this MOA, process a deposit invoice for the WorkKeys® program and services.
- (2) Upon completion of services and assessments, process the remaining balance invoice due from CMI for the WorkKeys® program and services.
- (3) Upon receipt of payment for WorkKeys® assessments, provide digital PDFs of ACT WorkKeys® National Career Readiness Certificates of all CMI students listed on the payment invoice.
- (4) Provide up to 2 hours of virtual facilitator and proctor training in the ACT WorkKeys® Curriculum and ACT WorkKeys® assessments to the CMI designated ACT WorkKeys® Curriculum Facilitator(s).



- (5) GCC CEWD may cross promote CMI in events and activities related to economic and workforce development.

COLLEGE OF THE MARSHALL ISLANDS SHALL:

- (1) Manage and create CMI student WorkKeys® curriculum accounts.
- (2) Administer and proctor CMI WorkKeys® assessments in the three core courses: Applied Math, Workplace Documents, and Graphic Literacy.
- (3) Notify Guam Community College via email upon completion of the WorkKeys® assessments.
- (4) Upon completion of services and assessments, process the remaining balance invoices due to Guam Community College for the WorkKeys® program and services no later than 60 days upon receipt of invoice.
- (5) Administer students in the WorkKeys® assessments upon the successful completion of the Applied Math Level 4 Placement Quiz, Workplace Documents Level 4 Placement Quiz, and Graphic Literacy Level 4 Placement Quiz.
- (6) CMI may cross promote GCC CEWD in events and activities related to economic and workforce development.

SECTION II. TERM/ TERMINATION OF AGREEMENT

- (1) Upon termination of this MOA, services under this agreement shall cease.
- (2) This MOA may be terminated mutually by a written notice between the parties or unilaterally by either party given thirty (30) days written notice.
- (3) This MOA shall be in force from the date of signing by both parties, President of College of Marshall Islands and the President of Guam Community College.
- (4) This MOA will terminate upon unavailability or failure to provide services or upon written notice between the parties or unilaterally by either party given the thirty (30) days written notice.

SECTION III. RELATIONSHIP OF PARTIES

It is understood by the parties that Guam Community College is a semi-autonomous agency with respect to the Government of Guam.

SECTION IV. NOTICES

All notices required or permitted under this MOA shall be in writing and shall be deemed delivered when delivered in person or when deposited in the United States Postal Service with postage prepaid utilizing certified mail, return receipt requested, and addressed as follows:

Guam Community College
Attention: Mary A.Y. Okada, President
PO Box 23069 GMF, Guam 96921



College of the Marshall Islands
Adult and Continuing Education
P.O. Box 1258 Majuro,
Republic of the Marshall Islands
rlord@cmi.edu

Parties may change such addresses from time to time by providing written notice to the other in the manner set forth above.

SECTION V. AMENDMENT

This MOA may be modified or amended if the amendment is made in writing and is signed by both parties.

SECTION VI. LIABILITY

GCC CEWD shall be held harmless from any and all property damage(s) and/or personal injury arising from conducting the All Island School Counselors Conference, and Instructor training, regardless of the nature or cause of said damage(s) or injury.

SECTION VII. SEVERABILITY

If any provision of this MOA shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the MOA and the MOA shall be enforced according to its valid and subsisting terms and provisions.

SECTION VIII. APPLICABLE LAW

The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, shall be governed by the laws of Guam.

SECTION IX. NON-DISCRIMINATION

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sexual orientation or gender identity, religion, marital status, disability or political affiliation be excluded from or denied participation in, or otherwise subject to discrimination, either through employment or program activity pursuant to this MOA.

SECTION X. RESTRICTIONS ON SEX OFFENDERS

The Contractor warrants that no person shall provide services on his behalf in relation to this contract who has been convicted of sex offense under the provisions of **Chapter 25 of Title 9 GCA** or an offense defined in **Article 2 of Chapter 28, Title 9 GCA** or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed in the Sex Offender Registry. Any such person who is discovered to have been so convicted shall be immediately removed from working at Guam Community College and the President shall be informed within twenty-four (24) hours. Failure to take corrective action after notice may result in the temporary suspension of the Agreement at the discretion of the Government.



In Witness Whereof, the authorized representatives of the parties hereto have executed this MOA on the date set forth below.

Guam Community College

Mary A. Y. Okada 3/26/2021
Mary A. Y. Okada, Ed.D. Date
President/CEO

Reg

College of the Marshall Islands

Irene T. Taafaki 3/26/2021
Dr. Irene Taafaki Date
President