MEMORANDUM OF AGREEMENT
Between
THE UNIVERSITY OF HAWAI'I
And
THE MUTUAL HOUSING ASSOCIATION OF HAWAI'I, INC.

THIS MEMORANDUM OF AGREEMENT (hereafter the "Agreement") is made and entered into this 8th day of March, 2010, by and between THE MUTUAL HOUSING ASSOCIATION OF HAWAI'I, INC., a Hawai‘i non-profit corporation, whose business and post office address is 900 Fort Street, Suite 1690, Honolulu, Hawai‘i 96813 (hereafter "MHAH"), and University of Hawai‘i, Kapi‘olani Community College, whose business and post office address is 4303 Diamond Head Road Honolulu, Hawai‘i 96816 (hereafter "KapCC").

RECITALS

A. On or about December 3, 2008, the renovation at Palolo ‘Ohana Learning Center (hereafter the “Learning Center”) was completed at the Palolo Homes project (“Palolo Homes”) at 2170 Ahe Street, Honolulu, Hawai‘i 96816.

B. The Learning Center is a facility which serves as a community center for the residents of the Palolo Homes, an affordable housing project, which is leased by Palolo Valley Homes Limited Partnership (“PVHLP”) and managed by MHAH.

C. The Learning Center was renovated through a grant from the United States Department of Housing and Urban Development (hereafter “HUD”), entitled "HUD Alaska Native/Native Hawaiian Institutions Assisting Community Program (hereafter “AN/NHIAC”)”, Grant Agreement #AHIAC-07-HI-04.
D. The Learning Center is operated for the benefit of the residents of Palolo Homes.

E. The students, staff and faculty members of KapCC will organize, participate in and execute activities and programs at the Learning Center specifically organized for the benefit of the residents of Palolo Homes.

F. This Agreement sets forth the terms, conditions, responsibilities and the expectations of KapCC, and MHAH (hereafter collectively referred to as “Parties”) in their collective efforts to bring and offer programs and activities at the Learning Center.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the mutual covenants and conditions contained herein, the Parties hereto hereby agree and covenant as follows:

1. **Term.** This Agreement shall commence on March 8, 2010, and shall terminate on December 31, 2015, unless terminated earlier as provided in this Agreement.

2. **Cooperation.** MHAH and KapCC agree to cooperate fully and in good faith with each other to ensure the success of the programs and activities offered at the Learning Center.

3. **KapCC’s Responsibilities.**

   KapCC agrees to:

   a. Recruit students, faculty and staff to develop and offer programs and activities (hereafter “Service-Learning Programs”) at the Learning Center to encourage social, academic and economic success for the residents of Palolo Homes. KapCC, through its students, faculty and staff, will be solely responsible for
implementing and maintaining the Service-Learning Program at the Learning Center. The purpose of the Service-Learning Programs is to benefit the residents of Palolo Homes as well as to provide educational opportunities for KapCC students through their participation in the Service-Learning Programs.

b. KapCC will conduct background criminal history checks for the students, faculty and staff from KapCC who are selected to participate in the Service-Learning Programs at the Learning Center. KapCC will only select those individuals who are suitable for participation to participate in the Service-Learning Programs.

c. Monitor the contents of the Service-Learning Programs offered by KapCC students, faculty and/or staff. From time to time, KapCC may identify and offer additional programs or classes for the benefit the residents of Palolo Homes. KapCC will be responsible for coordinating, planning, and managing these additional programs or classes.

d. Provide orientation, training and evaluation of all students, faculty and staff participating or assisting in the Service-Learning Programs and ensure that KapCC students are informed of their obligation, as described in Attachment #1.

e. Maintain records of the KapCC students participating in the Service-Learning Programs, including but not limited to the dates and hours of participation.

f. Insure that KapCC students participating in the Service-Learning Programs are aware of the following principles:

   (1) The students are not agents or employees of KapCC.
   (2) The students shall maintain the confidentiality rights of others as outlined in the student agreement form.
(3) Residents' and other program participants' identities and/or personal confidential information are to remain confidential and may only be shared amongst the KapCC students, faculty and/or staff and the Learning-Service Programs participants.

(4) KapCC students will be responsible for their own transportation to and from the Learning Center.

(5) KapCC students must abide by the Student Conduct expectations outlined by the Service-Learning Code of Conduct.

(6) Throughout their participation at the Learning Center, KapCC students should be attentive to safety-related concerns at the Learning Center facility, and should bring any safety related concerns to the attention of the facility manager or supervisor, or the Service-Learning Programs Outreach Coordinator.

g. KapCC will ensure that its students, faculty and staff are made aware of the unique nature of the population of the Palolo Homes so that they will be prepared to work with this population.

4. **Other Activities.**

a. Except as provided above, KapCC will not conduct any activities or programs at the Learning Center or on Palolo Homes property without the prior written consent of the appropriate party.

b. KapCC will not conduct any activities or programs with the minor children of Palolo Homes' residents unless the minors are supervised and /or chaperoned by MHAH.
5. **MHAH's Responsibilities.**

MHAH agrees to:

a. Provide site-specific orientation for KapCC students at the beginning of their participation at the Learning Center, which orientation will include familiarizing the students with the facility, the residents, its staff and standard emergency procedures so that the students will be able to react appropriately in the case of an emergency.

b. Evaluate the students' performance pursuant to instructions provided by KapCC.

c. Maintain communication with the Service-Learning Program Outreach Coordinator and other KapCC personnel regarding matters affecting the student, including but not limited to student performance, procedural changes, potential threats to student safety, and any other matter that may affect the students' ability to fulfill their participation or the ability of the KapCC to provide the services at the Learning Center.

d. Provide on-site supervision of the activities and is solely responsible for the chaperoning of participating children in all activities provided through KapCC students at the site.

6. **Campus/Community Advisory Committee Board.** MHAH and KapCC agree to establish a Campus/Community Advisory Committee to evaluate proposals for Service-Learning Programs to be offered at the Learning Center. The Campus/Community Advisory Committee will evaluate other Service-Learning Programs and approve them to be offered to the residents of Palolo Homes at the Learning Center.
7. **Mutual Responsibility Clause.** Each party will be responsible for damages or injury caused by their respective officers, employees and agents, while acting within the course of their employment to the extent that the party’s liability for such damages or injury has been determined by a court of competent jurisdiction or otherwise agreed to by the party. KapCC shall pay for such damages or injuries to the extent permitted by law and subject to funding being properly appropriated, allotted, and otherwise properly made available for such purpose.

8. **Notification.** MHAH and/or PVHLP will notify KapCC, in writing, if and when either MHAH or PVHLP determine that they will either cancel or decide not to renew the liability insurance. This notification shall be made as soon as the decision is made but not later than 30 days before the effective date of the termination of coverage.

9. **Termination.** This Agreement will terminate when the current funding from HUD which is supporting KapCC's participation at the Learning Center lapses, or when either party terminates this Agreement upon thirty (30) days prior written notice to the other party.

10. **Assignment.** This Agreement shall not be assigned by KapCC without the prior written consent of MHAH which consent may be withheld by MHAH in its sole and absolute discretion.

11. **Notices.** Any notices under this Agreement to MHAH or KapCC will be effective when delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to MHAH or KapCC at the addresses set forth at the beginning of this Agreement, or such other addresses as may be designated in writing hereafter.
12. **Additional Documents.** The Parties agree to cooperate fully and to execute any and all other related or supplementary documents or instruments and to take any and all further and additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties hereto and supersedes any prior or contemporaneous understanding or agreement with respect to the transactions contemplated.

14. **Amendments.** This Agreement may be amended only by a written instrument executed by both Parties hereto.

15. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. **Binding Effect.** All the covenants, warranties and agreements in this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors or permitted assigns of the parties hereto.

17. **No Partnership.** MHAH and KapCC are not and shall not be considered joint ventures or partners with respect to this Agreement and neither shall be deemed to be the employee, agent or servant of the other. Neither KapCC nor MHAH (or any agent or representative of such party) shall have the power to bind, obligate or represent the other except to the extent expressly set forth herein.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai‘i.

19. **Disputes.** Any dispute which arises under this Agreement, which is not resolved of by mutual agreement of the Parties within thirty (30) calendar days, shall be
submitted to a single arbitrator under the Arbitration Rules, Procedures & Protocols of Dispute Prevention & Resolution, Inc. The thirty (30) day period shall begin from the date that a written notice of the dispute is given by one party to the other party of this Agreement, describing in as great a detail as possible the nature of the dispute. Pending final determination of such dispute, the Parties shall proceed diligently with the performance of their duties and obligations under this Agreement.

20. **Headings.** The titles and headings of the Paragraphs herein are intended solely for means of reference and are not intended to modify, explain or place any construction on any of the provisions of this Agreement.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute but one and the same Agreement, notwithstanding that the Parties hereto are not signatory to the same or original counterpart.

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THE MUTUAL HOUSING ASSOCIATION OF HAWAI'I, INC.

By ____________________________
Name DAVID M. NAKAMURA
Its EXECUTIVE DIRECTOR

KAPI'OLANI COMMUNITY COLLEGE

By ____________________________
Name LEON Richards
Its CHANCELLOR
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STATE OF HAWAI'I

CITY AND COUNTY OF HONOLULU

On March 8, 2010, before me appeared David M. Nakamura, to me personally known, who being by me duly sworn or affirmed, did say that such person executed this thirteenth (13) page MEMORANDUM OF AGREEMENT, dated March 8, 2010, in the First Circuit of the State of Hawai‘i, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name: Glen P. Young
Notary Public, in and for said County and State
My commission expires: 7-19-13
On April 2, 2010, before me appeared Leon Richards, to me personally known, who being by me duly sworn or affirmed, did say that such person executed this thirteen(13) page MEMORANDUM OF AGREEMENT, dated March 8, 2010, in the First Circuit of the State of Hawai‘i, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name: ELIZABETH L. WONG
Notary Public, in and for said County and State Hawai‘i
My commission expires: 08/28/2012

Doc. Date: 04.02.10   # Pages: 13
Name: Elizabeth L. Wong   First Circuit
Doc. Description: Memorandum of Agreement
Between The University of Hawai‘i and
The Mutual Housing Association of Hawai‘i, Inc
Signature
NOTARY CERTIFICATION
Date 04.02.10
ATTACHMENT 1

MEMORANDUM OF AGREEMENT BETWEEN
KAPI'OLANI COMMUNITY COLLEGE AND MUTUAL HOUSING ASSOCIATION OF HAWAII

The purpose of this attachment is to provide guidance and instructions to the students from Kapi'olani Community College (KapCC) who will be participating in educational activities provided at the Palolo 'Ohana Learning Center (Learning Center).

STUDENT PARTICIPANTS

The following groups of students have permission to participate in the educational program at the Learning Center and are permitted to be on Palolo Homes premises:

Kapi'olani Community College (KapCC) Service-Learners

- Service-Learners (SL) are KapCC student volunteers;
- SLs shall be at least 18 years of age
- SLs shall be selected to participate in activities with residents in the Learning Center and the Hale by KapCC;
- Training and orientation for the SLs are to be provided by MHAH-staff, and Palolo Pipeline Program and KapCC;
- Service period of SLs is one semester, during which each student will provide one to six hours per week of services at the Learning Center until the SL’s required minimum hours of service for the semester is completed. The minimum hours may vary from 20 to 30 hours per semester. Under special circumstances, students may provide up to 60 hours of service in one semester but the student must communicate this intention to MHAH-staff within three weeks from the start of their service and MHAH-staff may accept the services and the student may receive additional service-learning course credit.
- There are approximately 20 students who will be SLs in the Spring semester 2010.

Community-based work study (CBWS) students

- CBWS students are MHAH-approved student assistants, who are paid by KapCC with Federal Work-Study (FWS) funds (or through other sources once FWS allotment is exhausted).
- CBWS students assigned to Palolo Homes/ Learning Center provide support for family literacy, and other programs/activities in the Learning Center or the Hale that serve to meet the needs of the Palolo Homes community.
- Although CBWS students are KapCC students, they provide services at Learning Center and Palolo Homes under the supervision and direction of MHAH staff regardless of source of funding.
• CBWS students’ hours are set by the student and MHAH staff and MHAH staff is solely responsible for supervising and directing the services of the CBWS students.

Service-Learning (S-L) student leaders

- Student Leaders are KapCC student employees in the Service-Learning Program that serve as liaisons between KapCC and Palolo Homes and provide technical and logistical support to the Learning Center, and coordinate and implement activities.
- Student Leaders are assigned to the Learning Center by the KapCC Service-Learning Outreach Coordinator. While at the Learning Center, the student leaders perform services on behalf of the community, thus performing duties requested by or in accordance with MHAH-staff.
- The student leader primarily assigned to the Learning Center is the Education Pathway Student Leader who assists the Outreach Coordinator with P-12 and other education-oriented partnerships and visits the Learning Center on a weekly basis, providing between 5 to 10 hours each week to the Learning Center and MHAH staff.

Standard operating procedures

Palolo Learning Center normal hours of operation shall be Monday thru Friday from 10:00 a.m. to 5:00 p.m.

Prior to the start of their service, students learners shall negotiate their service schedule with MHAH-staff, which shall be reduced to writing. Each student learner is responsible for notifying the appropriate KapCC official of their semester’s schedule.

Service-learners and CBWS students are not permitted to arrive at Palolo Homes any earlier to 30 minutes before their scheduled start hour. Service-learners shall sign in with MHAH staff upon their arrival. CBWS students shall follow instructions given to them by MHAH staff.

Service-learners receive their assignments from MHAH staff, including activity and the location of that activity. Service-learners receive appropriate instructions from MHAH staff for their assigned activity. Service learners should conduct themselves in a matter that promotes safety-first and the well-being of all individuals participating.

Service-learners shall be supervised by MHAH staff.

MHAH staff and approved Palolo Homes volunteers are responsible for ensuring that:
  • the children participating in any activity is not below the appropriate age-limit specified herein;
  • the children and youth participating in activities in the Learning Center are supervised in a manner appropriate for the age of the participating children;
- the service-learners are not held responsible for any misconduct of the participating students;
- monitoring the presence of all persons at the Learning Center to ensure that they have permission to be present.

Service-learners and CBWS students are permitted to remain on premises no later than 30 minutes after the end of the activity in which they are participating. Service-learners shall sign out with MHAH staff prior to their departure.

**Miscellaneous provisions**

Any special activities and/or programs developed by Service-Learners or CBWS that promote the learning and personal enrichment of Palolo Homes youth residents may occur when pre-approved by MHAH staff. Parameters for these programs will be determined by the presenting student and MHAH staff. No special activity or program may be conducted without the prior approval of MHAH and without appropriate supervision by a MHAH staff.