A. Purpose of this Document

This Memorandum of Agreement (MOA) documents the intent of the University of the Virgin Islands (UVI) and Clarence Fitzroy Bryant College (CFBC) to cooperate in the achievement of a mutually beneficial goal and related objectives by establishing a collaborative relationship. Through the statement here of this goal and these objectives, each party communicates to the other the basis for its participation in the relationship. The strategies and responsibilities of each party described here represent the understanding by each party of the measures necessary for the achievement of the objectives. It is mutually acknowledged that these measures are subordinate to the goal and objectives and may be subject to change in response to changing circumstances. It is agreed that such change will be documented by mutually approved addenda to this MOA without damage to the collaborative relationship. It is further acknowledged that as the relationship matures, additional goals and objectives may emerge, and that it is the intent of each party to continue to explore such additional opportunities for mutual benefit which would lead to broadening of the scope of this MOA.

B. Goal and Scope

The overall goal of this MOA is the establishment of opportunities for the continued educational progress and growth of graduates of CFBC through enrollment in programs at UVI and the facilitation of such enrollment. This student-centered goal has ramifications with respect to the programs at each institution, the delivery of these programs, and the processes, procedures and policies under which each institution operates, and which, to the extent to which they affect the achievement of the goal, therefore become included in the scope of this MOA. Achievement of this goal will strengthen the ability of CFBC to achieve its instructional mission to serve the people of St. Kitts and Nevis, and enhance the ability of UVI to operate with economies of scale as well as achieve its mission of service to the Eastern Caribbean.

C. Strategies

1. Information will be exchanged in order to maximize the extent to which the educational foundation acquired by graduates of CFBC is recognized and approved as equivalent to preparation at UVI.
2. Policies will be put in place to minimize the number and complexity of processes necessary for graduates of CFBC to enroll at one of the campuses at UVI, to maximize the extent to which exchange of data between the institutions eliminates the need for graduates to provide such data, and to establish a single point contact for graduates of CFBC seeking enrollment at UVI who is informed about, and sensitive to, the needs of these graduates. Students who participate in the program pursuant to the terms of this MOA shall be governed by all policies, rules, and regulations applicable to a UVI student.

3. UVI will seek to reduce the financial burden of education at UVI on graduates of CFBC by establishing UVI financial policies whose benefits are specific to these graduates.

D. Objectives

1. Establish a list of courses at CFBC and UVI which are equivalent.
2. Establish lists of courses at CFBC which are recognized as providing an acceptable foundation for participation in advanced segments of UVI programs and which, therefore, will be accepted as a substitute for combinations of UVI courses with respect to specific UVI program requirements.
3. Document, based on 1 and 2 above, the requirements for graduates of CFBC with specific backgrounds of preparation in order to complete specific degree programs at UVI.
4. Maximize the extent to which future evolution of courses and programs at each institution serves to decrease requirements for graduates of CFBC in satisfaction of UVI degree programs.
5. Establish processes through which UVI can maintain its understanding of instruction at CFBC and the validity of equivalencies can be kept current.
6. Establish processes for the transmission of student records from CFBC to UVI and/or for the evaluation of student records at CFBC by appropriate and authorized staff at UVI.
7. Provide students at CFBC with complete information concerning programs at UVI and processes through which graduates can enroll in and complete these programs.
8. Minimize the number of steps required for graduates of CFBC to enroll at UVI, and establish processes through which as many of these steps as possible can be completed through student interactions with staff at CFBC.
9. Establish direct contact between appropriate staff at each institution for routine processes and single-point liaison contact between the institutions for resolution of problems.

10. Establish processes through which information concerning this MOA, policies and processes derived from achievement of objectives under the MOA, and information concerning programs, student life, and other matters of concern to graduates of CFBC in contemplating enrollment at UVI can be communicated to staff and students at CFBC.

11. Provide eligible graduates of CFBC with a special reduced tuition rate that is 1.75 times the tuition rate for residents of the U.S. Virgin Islands, where ordinarily the rate for non-resident students is three times the resident rate.

12. The special tuition rate will be effective for the spring of 2011 and remain in effect as such time as the tuition rate changes.

E. Specific Responsibilities

1. UVI will provide CFBC with information about UVI courses and programs, UVI methods of instruction and standards, UVI enrollment processes, UVI organizational structures and identification of UVI staff relevant to facilitation of the objectives of this MOA.

2. CFBC will provide UVI with information about its courses and programs, its methods of instruction and standards, its organizational structures and identifications of staff relevant to facilitation of the objectives of this MOA.

3. Each institution will designate a single point liaison charged with furthering the objectives of this MOA, and establish communications as necessary to keep the appropriate officers of each institution informed of progress in achieving the objectives of this MOA.

4. Each institution will identify the staff involved in achieving each of the objectives of this MOA and establish direct contact between them.

5. Each institution will identify members of an initial team which will develop detailed steps and timelines in implementing the strategies and achieving the objectives of this MOA.

6. The two institutions will establish processes through which the liaisons and the two teams will commence their work and the discharge of their responsibilities.

F. Limitations

This MOA establishes a framework for voluntary cooperation between UVI and CFBC which is deemed by each to be in their best interests and which will result in desirable outcomes for each institution. A mutual desire for achievement of
these outcomes is the sole motivation for implementation of the MOA and nothing herein shall be construed as establishing or imposes any legal obligations on the other party, nor is the execution of this MOA to be construed as an acceptance of any liability for any action contemplated by this MOA, either on the part of the respective institutions or their employees, agents or assigns. Either party may terminate this MOA at any time by informing of at least sixty (60) days advanced written notice of the intent to terminate. In the event either party terminates this Agreement, students from CFBC currently enrolled at UVI shall be permitted to complete their respective degree programs under the terms of the Agreement contained herein.

G. Commitment

The undersigned officers of UVI and CFBC affirm by their signatures to this MOA their desire to establish a collaborative relationship between their institutions, their support for the goal, strategies, and objectives which are a part of this MOA, and their acceptance of responsibilities indicated in the MOA. They further commit themselves to continued exploration of mutually beneficial opportunities and extension of this MOA through addenda and/or specific articulation agreements.

For University of the Virgin Islands:   For Clarence Fitzroy Bryant College:

_________________________   __________________________
Dr. David Hall     Ms. Sonia Mc Phail
President                Acting Principal

_____________________________  __________________________
Date     Date

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Dr. Frank Mills
Chairman of the Board of Governors

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Date