

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**GOVERNMENT OF THE VIRGIN ISLANDS**  
**VIRGIN ISLANDS DEPARTMENT OF EDUCATION**  
**And the**  
**UNIVERSITY OF THE VIRGIN ISLANDS**

THIS AGREEMENT is made this 1<sup>st</sup> day of May, 2016, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS, VIRGIN ISLANDS DEPARTMENT OF EDUCATION**, 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands 00802-6746 (hereinafter referred to as "the Government") and the **UNIVERSITY OF THE VIRGIN ISLANDS**, No. 2 John Brewer's Bay, St. Thomas, U.S. Virgin Islands 00802, an instrumentality of the Government of the United States Virgin Islands, (hereinafter referred to as "the University");

**WITNESSETH:**

**WHEREAS**, Virgin Department of Education, ("VIDE"), pursuant to Title 3 Virgin Islands Code, Chapter 7, Section 96, is required to promote the cause of education, and achieve a high level of general education throughout the Virgin Islands, and is authorized to exercise such powers, and perform such other duties and functions, as may be prescribed by law, to fulfill this duty; and

**WHEREAS**, the purpose of this Memorandum of Agreement is to establish a framework for the University, through its School of Education Program and VIDE to work collaboratively to improve the professional performance of teachers and paraprofessionals in the Virgin Islands Public Schools to enhance their effectiveness in the classrooms and are necessary for achieving certification and obtaining highly qualified status, a key *No Child Left Behind* performance indicator; and

**WHEREAS**, the University has partnered with the VIDE to work collaboratively to provide graduate and undergraduate courses to these employees of the department and represents that it is will to continue and capable of providing such services; and

**WHEREAS**, the Government is authorized to enter into this agreement pursuant to Title 17 Virgin Islands Code, Chapter 33, Section 467(a)(1), which provides for Cooperation by Government; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, both parties do covenant and agree as follows:

1. **SERVICES.** The University will be responsible for providing the services set forth in Addendum I (Scope of Services), attached hereto and incorporated herein by reference.
2. **TERM.** This Agreement shall commence on May 1, 2016 and shall terminate on September 30, 2017.
3. **COMPENSATION.** The Government in consideration of the services provided by the University agrees to pay the University the sum of **SEVENTY THREE THOUSAND, ONE**

**HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$73,170.00)**, in accordance with the provisions set forth in ADDENDUM II (Compensation), attached hereto and incorporated herein by reference.

4. **CONDITION PRECEDENT.** This Agreement shall be subject to the availability of funds appropriated for such purpose and to the approval of the Governor of the United States Virgin Islands.

5. **EFFECTIVE DATE.** The effective date of this Agreement shall be the day of execution by the Governor.

6. **FISCAL RESPONSIBILITY.**

- (a) The University of the Virgin Islands shall prepare and submit to the Government a budget detailing the expenditures to be generated for each activity based on the amount disbursed by the Government. A copy of the Budget is identified as Attachment A, and is attached and incorporated herein by reference.
- (b) The University shall maintain an accounting system to manage the federal funds received from this project in accordance with the "*Standards for Financial Management Systems*" set forth in 34 CFR Part 74.
- (c) The University shall expend the funds in accordance with all applicable local and federal laws, rules and regulations.
- (d) The University shall be responsible for providing quarterly financial reports to VIDE which outlines all expenditures associated with the implementation of the scope of work as outlined under this agreement.
- (e) The University shall return to the Government for its disposition, any sum of money which the University, its auditors or any other authorized representative has determined was not utilized in conformity with this Agreement or remains unspent at the termination of this Agreement.
- (f) The University shall keep records that fully show:
  - 1. The amount of funds under the Agreement;
  - 2. How the University uses the funds;
  - 3. The total cost of the program;
  - 4. The share of cost provide from other sources; and
  - 5. Other records to facilitate an effective audit.
- (g) The University shall prepare and submit to the Government invoices that correspond with the compensation schedule delineated in ADDENDUM II, ATTACHMENT A, attached hereto, incorporated herein by reference, and made a part of this Agreement, detailing the expenditures funded for each activity based on the agreement amount

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advanced and/or to be paid by the Government for the fees and costs identified in University's Budget, attached hereto as ATTACHMENT A, incorporated herein by reference, and made a part of this Agreement. Each invoice shall have attached supporting documents including but not limited to, all related time sheets, , transcripts, cancelled checks, receipts, and vendor billings and invoices

7. **WITHHOLDING OF PAYMENT.** If any term or condition is not performed under this Agreement, the Government will have the right to withhold any payment or appropriation due to the University. The Government will notify the University in writing in the event that it elects to exercise its right to withhold under this paragraph.

8. **RECORDS.** The University shall maintain precise records of all activities commenced in the performance of this Agreement and when applicable will present records of time and/or money expended under this Agreement. The University will not disclose or make available this material to any third parties without first giving notice to the Department and receiving written authorization from the Department.

9. **CONFIDENTIALITY.** The University shall comply with all local and federal laws regarding confidentiality of student information, and shall release student information only upon compliance with any and all local and federal laws and obtaining proper authorization from the Government or other legally responsible parties, and upon notice to the Government as prescribed in Paragraph 13 of this Agreement.

10. **TERMINATION.** Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to the other party specifying the date of termination. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred, or obligated, in accordance with the terms of this Agreement prior to the effective date of termination.

11. **NON-DISCRIMINATION.** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement on the basis of race, creed, color, sex, religion, national origin or disability.

12. **CONFLICT OF INTEREST**

- (a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and as such, has:

- i. familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in section 1108 thereof;
- ii. not made, negotiated or influenced this contract in its official capacity; and
- iii. no financial interest in this Contract as that term is defined in Section 1101(1) of said Code chapter.

13. **DEBARMENT CERTIFICATION.** By execution of this Memorandum of Agreement, the University certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The University shall include this provision in each of its sub-contracts hereunder and shall furnish its sub-contractors with the current "**LIST OF PARTIES EXCLUDED FROM PROCUREMENT OR NON-PROCUREMENT.**" In the event the University or its sub-contractor misrepresents its eligibility to receive contract awards using federal funds, the University or sub-contractor agrees that it shall not be entitled to payment for any work performed under this agreement or sub-contract and that the University or its sub-contractor shall promptly reimburse the Government for any progress payments heretofore made.

14. **NOTICE.** Any notice required herein shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Randolph Bennett Commissioner  
Department of Property & Procurement  
Sub Base, Building No. 1  
St. Thomas, U.S. Virgin Islands 00802

Sharon A. McCollum, PhD, Commissioner  
Department of Education  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands 00802-6746

David Hall, S.J.D., President  
University of the Virgin Islands  
No. 2 John Brewer's Bay  
St. Thomas, U. S. Virgin Islands 00802

15. **ASSIGNMENT.** This Agreement shall not be subcontracted or assigned to any other party without prior consent of the Government.

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the U.S. Virgin Islands without regard to conflict of laws principles. Any and all suits for the enforcement of this Agreement shall be filed and maintained in a court of competent jurisdiction in the U.S. Virgin Islands.



17. **AMENDMENTS AND MODIFICATIONS.** No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such a signed writing or writings.

18. **MERGER CLAUSE.** This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.


19. **FALSE CLAIMS.** The University warrants that it shall not, with respect to this Agreement, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. The University acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

20. **NOTICE OF FEDERAL FUNDING.** The University acknowledges that this Agreement is funded, in whole or in part, by federal funds. The University warrants that it shall not, with respect to this Agreement, make or present any claim knowing such claim to be false, fictitious or fraudulent. The University acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.


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IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESSES:

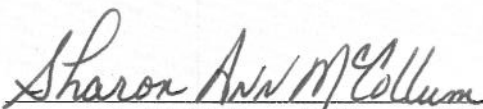


GOVERNMENT OF THE VIRGIN ISLANDS  
DEPARTMENT OF PROPERTY AND PROCUREMENT


 14 Apr 16  
For Randolph Bennett Date  
Commissioner

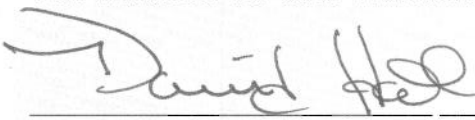
DEPARTMENT OF EDUCATION

 4/6/16


 4/6/16  
Sharon A. McCollum, PhD. Date  
Commissioner

UNIVERSITY OF THE VIRGIN ISLANDS



 3/29/16  
David Hall, S.J.D. Date  
President

APPROVED:

 05-12-16  
KENNETH E. MAPP Date  
Governor of the Virgin Islands

Approved for Legal Sufficiency  4/12/2016  
Date

Department of Education Account Code Title:

Purchase Order. No.: \_\_\_\_\_

UVI Account Code No.: \_\_\_\_\_