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**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE VIRGIN ISLANDS STATE WORKFORCE DEVELOPMENT  
BOARD(SWDB)  
&  
THE VIRGIN ISLANDS DEPARTMENT OF LABOR (VIDOL),  
THE VIRGIN ISLANDS BUREAU OF CORRECTION(BOC),  
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION,  
UNIVERSITY OF THE VIRGIN ISLANDS (UVI),  
MICHAEL P. HAND AND ASSOCIATES, INC.  
HOSPITALITY SERVICES TRAINING INCORPORATED d/b/a/ HOST-U  
SERVICES  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 4<sup>th</sup> day of February, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Workforce Development Board, Virgin Islands Department of Labor, The Virgin Islands Bureau of Corrections, The Virgin Islands Department of Education, University of the Virgin Islands (UVI), Michael P. Hand & Associates, Inc., and Hospitality Services Training Inc., d/b/a Host-U Services through the Department of Property and Procurement.

**WITNESSETH:**

**Whereas**, the Virgin Islands Workforce Development Board is responsible for policy making and is charged with strengthening the workforce development system by collaboratively building strong partnerships with secondary and post-secondary education, economic development and the business and private sector to align and improve economic growth in the Virgin Islands pursuant to Executive Order 490-2019; and

**Whereas**, the Virgin Islands Department of Labor (VIDOL) receives its authority pursuant to Titles 3, 24, 27 and 29 of the Virgin Islands Code, Workforce Innovation and Opportunity Act (2014), the Occupational Safety and Health Act (OSHA) of 1970, and other Federal laws which require the development of administrative structures that govern and enforce fair labor standards and protect the people of the Virgin Islands from any threat to health, morals, and general welfare.; and

**Whereas**, the Virgin Islands Bureau of Corrections is responsible for providing for the custody, care, discipline, training, treatment and study of persons committed to correctional institutions or on probation or parole, and to supervise and assist in the treatment, training and study of persons



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in correctional and detention facilities, so that such persons may be prepared for release, aftercare and supervision in the community for pursuant to Title 5, Section 4501, of the Virgin Islands Code; and

**Whereas**, the Virgin Islands Department of Education, pursuant to Title 3 Virgin Islands Code, 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 University of the Virgin Islands (UVI) is responsible for the stimulation and utilization of the intellectual resources of the people of the Virgin Islands and the development of a center of higher learning whereby and wherefrom the benefits of culture and education may be extended throughout the Virgin Islands, the Caribbean and other areas pursuant to Title 17, Section 451, of the Virgin Islands Code; and

**Whereas**, Michael P. Hand & Associates, Inc. is a Domestic Profit Corporation with forty-five (45) years of service in the Virgin Islands who provides commercial general contracting services in the Territory;

**Whereas**, Hospitality Services Training Inc., d/b/a Host-U Services is a Domestic Profit Corporation with twenty-two years of service in the Virgin Islands, who provides training, placement, consulting and cleaning in the Territory;

**Whereas**, the agencies have a common interest in ensuring the development and implementation of career pathway programs in demand sectors and occupations for men and women who are at least eighteen (18) years old and who are enrolled in work release programs (WRPs) in the United States Virgin Islands, providing a strategy to prioritize services to veterans that are in these WRPs, defining and mapping out a sequence of education, training and workforce skills to result in skilled workers that meet employers' needs, and creating linkages and coordinating education and training services in ways that enable workers to attain such credentials, and ultimately, employment; and

**Whereas**, the agencies desire to combine efforts in ensuring the establishment of a committed Career Pathways Collaborative (CPC), to include representatives from the workforce system i.e. VI State Workforce Development Board, VI Department of Labor, (WDB), Work Release Program WRP i.e. VI Bureau of Corrections, Education i.e. The Virgin Islands Department of Education and The University of The Virgin Islands (UVI), employers and/or industry



associations i.e. Michael P. Hand & Associates, Inc. and Hospitality Services Training, Inc. d/b/a Host-U Services;

**Whereas**, CPC will create a career pathway(s) program that 1) defines each organization's specific roles and responsibilities including the identification of a career pathway(s) in demand sector(s) within their community, and 2) provide an integrated set of critical participant-level services such as case management and skills training that enable participants to get on the career pathway(s) and advance along those pathways as they acquire additional skills, by entering into this MOU.

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

### **1. TERM AND EFFECTIVE DATE**

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate three (3) years thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of one (1) additional year subject to the same terms noted herein, by providing Michael P. Hand & Associates, Inc. and Hospitality Services Training d/b/a Host-U Services with sixty (60) days written notice of the Government's election to renew.

### **2. COSTS**

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

### **3. RESPONSIBILITIES/ TASKS**

3.1 The Virgin Islands State Workforce Development Board shall be responsible for:

- (a) Hosting Collaborative Partnership Meetings at Workforce Development Board (WDB) offices;
- (b) Inviting community members to join the collaborative;
- (c) Examining and re-working policies across the Career Pathways Collaborative (CPC) to enable greater blended funding and service delivery alignment; and



- (d) Convening employers and industry associations to understand their specific workforce needs in demand sector(s) and occupation(s).

3.2 Department of Labor shall be responsible for:

- (a) Providing job search assistance, job placement services, career guidance, skills assessments, assistance with resume writing, and valuable connections to employers with jobs;
- (b) Providing sources of local labor market information for identifying which industry sectors are in demand within a local workforce area and are most likely to hire returning citizens;
- (c) Coordinating workforce services, which may include the following services: support of paid and/or unpaid work experience, On-the-Job Training (OJT), internships, apprenticeships, and unsubsidized full and part-time employment placement assistance; and
- (d) Securing real-time labor market information data collection to identify in demand sectors.

3.3 Virgin Islands Bureau of Corrections shall be responsible for:

- (a) Providing copies and access to offender risks assessments for coordinated treatment planning, providing space for the pre-release programming to VI Department of Labor VIDOL staff and training partners;
- (b) Ensuring participants attend all pre-release planned programming and access all services defined on the Transition Accountability Plans;
- (c) Serving an active role on the Career Pathways Collaborative (CPC);
- (d) Providing General Educational Development Test (GED) training and assistance to all program participants (as applicable);
- (e) Engaging employers, recruit and make referrals to jobs for returning citizens, and provide some supportive services;
- (f) Ensuring accountability of Work Release Program (WRP) participants 24 hours a day/7 days per week; and
- (g) Examining and re-work policies across the Career Pathways Collaborative (CPC) to enable greater blended funding and service delivery alignment.

3.4 The Virgin Islands Department of Education shall be responsible for:

- (a) Identifying and Mapping out Clear Career Pathway(s) in Demand Sectors; and
- (b) Analyzing industry competency models to identify knowledge, skills, and abilities for a demand sector and create occupational career pathways with this information.



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3.5 The University of the Virgin Islands (UVI) shall be responsible for:

- (a) Identifying and Mapping out Clear Career Pathway(s) in Demand Sectors; and
- (b) Analyzing industry competency models to identify knowledge, skills, and abilities for a demand sector and create occupational career pathways with this information.

3.6 Michael P. Hand & Associates, Inc. shall be responsible for:

- (a) Defining the skills needed for positions;
- (b) Providing work-based learning opportunities including vocational training, internships and apprenticeships, and, ultimately, permanent jobs as part of a career pathways program;
- (c) Determining the sectors around which to build the career pathways; and
- (d) Examining and re-working policies across the Career Pathways Collaborative (CPC) to enable greater blended funding and service delivery alignment.

3.7 Hospitality Services Training Inc., d/b/a Host-U Services shall be responsible for:

- (a) Defining the skills needed for positions;
- (b) Providing work-based learning opportunities including vocational training, internships and apprenticeships, and, ultimately, permanent jobs as part of a career pathways program;
- (c) Determining the sectors around which to build the career pathways; and
- (d) Examining and re-working policies across the Career Pathways Collaborative (CPC) to enable greater blended funding and service delivery alignment.

#### 4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

*Virgin Islands State Workforce Development Board designates:*

Michael Carty, Chairman, 80 Kronprindsens Gade, Ste 200, St. Thomas, VI 00802

*Virgin Islands Department of Labor designates:*

Gary A. Molloy, Commissioner, 4401 Sion Farm, Christiansted, VI 00820



*Virgin Islands Bureau of Corrections designates:*

Wynnie Testamark, Director. Virgin Islands Bureau of Corrections, Rural Route 1, Box 9955, Kingshill, V.I. 00850

*Virgin Islands Department of Education designates:*

Racquel Berry-Benjamin, Commissioner. 1834 Kongens Gade, St. Thomas, VI 00802

*University of the Virgin Islands (UVI):*

David Hall, SJD, President, 2 John Brewers Bay, St. Thomas, VI 00802-9990

*Michael P. Hand & Associates, Inc. designates:*

Michael P. Hand, President, 63 West Valley RD. Christiansted, St. Croix, VI 00820

*Hospitality Services Training, Inc. d/b/a/ Host-U Services designates:*

Samuel Rey, President/CEO, Post Office Box 11505, St. Thomas VI, 00801

**5. LIABILITY OF OTHERS**

Nothing in this MOU shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Michael P. Hand & Associates, Inc. and Hospitality Services Training, Inc. a/b/a/ Host-U Services as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Michael P. Hand & Associates, Inc., and Hospitality Services Training Inc. d/b/a/ Host-U Services of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Michael P. Hand & Associates, Inc., and Hospitality Services Training Inc. d/b/a/ Host-U Services, its servants, agents or independent contractors.

**6. ASSIGNMENT**

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

**7. INDEMNIFICATION**

Michael P. Hand & Associates, Inc., and Hospitality Services Training d/b/a/ Host-U Services agrees to indemnify, defend and hold harmless Government from and against any and all loss,



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damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Michael

P. Hand & Associates, Inc. and Hospitality Services Training d/b/a/ Host-U Services under this MOU and arising from any cause, except the sole negligence of Government.

## 8. GOVERNING LAW

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## 9. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOU 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 MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## 10. ENTIRE AGREEMENT

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

## 11. CONDITION PRECEDENT

This MOU shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

## 12. TERMINATION

Either party will have the right to terminate this MOU with or without cause on sixty (60) days written notice to the other party specifying the date of termination.

General Contract No. G019SWDT21

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Initials: 



### 13. 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 MOU on account of race, creed, color, sex, religion, disability or national origin.

### 14. CONFLICT OF INTEREST

Both Parties covenant 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 MOU.

### 15. NOTICE

Any notice required to be given by the Terms of this MOU 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:

ANTHONY D. THOMAS  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

MICHAEL CARTY  
Chairman  
VI State Workforce Development Board  
80 Kronprindsens Gade, Ste. 200  
St. Thomas, VI 00802

GARY A. MOLLOY  
Commissioner  
VI Department of Labor  
4401 Sion Farm, Christiansted  
St. Croix, VI 00820

General Contract No. G019SWDT21

Initials: 





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WYNNIE TESTAMARK  
Director  
VI Bureau of Corrections  
Rural Route 1, Box 9955, Kingshill  
St. Croix, VI 00850

RACQUEL BERRY-BENJAMIN  
Commissioner  
Department of Education  
1834 Kongens Gade  
St. Thomas VI 00802

MINDY SOLIVAN  
Director  
University of the Virgin Islands  
2 John Brewers Bay  
St. Thomas, VI 00802

MICHAEL P. HAND  
President  
Michael P. Hand & Associates,  
Inc. 63 West Valley RD,  
Christiansted  
St. Croix, VI 00820

SAMUEL REY  
President/CEO  
Hospitality Services Training  
a/b/a/ Host-U Services  
Post Office Box 11505  
St. Thomas, VI 00801

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

General Contract No. G019SWDT21

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Initials: PH



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**WITNESSES:**

**GOVERNMENT OF THE VIRGIN ISLANDS**

*[Signature]*

*[Signature]* 1/30/21

*[Signature]*

Michael Carty, Chairman  
VI State Workforce Development Board Date

*[Signature]*

*[Signature]* 01/30/21

*[Signature]*

Gary A. Molloy, Commissioner  
Department of Labor Date

*[Signature]*

*[Signature]* 2/1/2021

*[Signature]*

Wynnie Testamark, Director  
Bureau of Corrections Date

*[Signature]*

*[Signature]* 02/01/2021

*[Signature]*

Racquel Berry-Benjamin  
Commissioner  
Department of Education Date

*[Signature]*

*[Signature]* 02/01/21

*[Signature]*

David Hall, SJD  
President  
University of the Virgin Islands Date



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Barbara Hand

1/31/2021

Michael P. Hand, President  
Michael P. Hand & Associates

Date

Sonia Boyce

2/1/2021

Samuel Rey  
Hospitality Services Training Inc., d b a Host-U Services

Date

Magdalena A. Thomas  
Deniqua Thomas

2/4/2021

Anthony D. Thomas, Commissioner  
Department of Property and Procurement

Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: Paul J. McDermott 2/4/2021  
Assistant Attorney General

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of MOU No. \_\_\_\_\_ entered into between the Department of Property and Procurement and \_\_\_\_\_.

Anthony D. Thomas, Commissioner  
Department of Property and Procurement

General Contract No

Initials

DH