

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF THE VIRGIN ISLANDS
&
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 16th day of October, 2019 in the Territory of the Virgin Islands, by and between **The University of the Virgin Islands**, No. 2 John Brewers Bay, St. Thomas, VI 00802 (hereinafter referred to as “UVI) and the **Government of the Virgin Islands, Department of Education**, 1834 Kongens Gade, St. Thomas, VI 00802 (hereinafter referred to as “VIDE), each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

WHEREAS, the University of the Virgin Islands (UVI) is an institute of higher education as defined in Section 101(a) of the Higher Education Act of 1965 and recognizes its critical need to develop experiential education programs for college students who wish to become teachers or other types of education professionals. It is one of the University’s intrinsic missions to serve the national interest of public education and train the prospective teachers and educators; and

WHEREAS, VIDE is a local government agency and an administrator of the public school system, which has the mission to achieve a high level of public education services for the local communities. VIDE is responsible for promoting the cause of education, and achieving 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 pursuant to Title 3 Section 96, of the Virgin Islands Code; and

WHEREAS, the agencies have a common interest in ensuring that students develop the skills necessary to become quality educators; and

WHEREAS, both UVI and the VIDE are authorized to enter into this agreement pursuant to their governing laws; and

WHEREAS, the agencies desire to combine efforts in ensuring that the Territory has a high level of public education, by entering into this MOU.

NOW, THEREFORE, both parties agree to affiliate with each other and to operate a teacher development internship program for university students or graduates at the local public schools under the VIDE’s administration and 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:

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1. TERM

This MOU shall commence upon the execution of this MOU by the Commissioner of Department of Property and Procurement and shall remain in effect until such time as either parties agree to terminate in accordance with Paragraph 14 of this MOU.

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. PURPOSE

The purpose of this Agreement is to make official the existing informal relationship between the VIDE and the University of the Virgin Islands' School of Education (SOE) as it relates to pre-service teachers' field experience and internships within public elementary and secondary schools in the districts. This formal partnership of the VIDE and the SOE will allow the institution to partner with schools in the districts, thus affording future teachers the opportunity to be exposed to experiences in real school settings from the inception until the culmination of their programs. The University and the VIDE will work collaboratively to support the training of teaching interns at various school sites, with the support of school administrators, the guidance of cooperating or mentor teachers, and the supervision of the university faculty. The focus of such an agreement is to ensure that student interns are provided an opportunity to work collaboratively with colleagues, mentors, and other school personnel to develop as professionals, which ultimately leads toward common goals that directly influence every learner's development and growth.

Through this collaboration, the VIDE becomes an affiliated entity to the University in furtherance of the University's educational mission.

4. RATIONALE

To more clearly define and strengthen the existing partnership between the university's SOE and the VIDE, both entities will establish the Professional Development School model in the U.S. Virgin Islands. Specifically, the SOE will provide preservice teachers with the knowledge, skills, and dispositions necessary to fill the needs in critical areas of instruction, such Mathematics, Science, Foreign Language, Special Education, and other areas suffering the shortage of teachers. The VIDE will provide these preservice teachers with practical training environments as needed for an optimum support in the VIDE-administered local public schools.

5. ROLES AND RESPONSIBILITIES

5.1 The VIDE will perform the following roles and responsibilities by selecting representatives and/or responsible staffers:

- Provide the program site coordinator, cooperating teachers, and mentor teachers (follow students one-year post-graduation)
- Meet with the University representatives to review student placement lists
- Become familiar with the practicum/internship handbook
- Select and solicit collaboration of mentor teachers to support the University students' practicum/internship program
- Exercise overall on-site supervision of program procedures and processes
- Contact the University representative(s) when circumstances indicate the need for a conference
- Interact with the University representative(s) during regular visitations
- Facilitate the participation of teacher interns in all School functions normally expected of professional educators
- Provide necessary resources to both the cooperating teacher, mentor teacher, and the student interns in their practicum/internship program
- Conduct regularly scheduled meetings with mentor teachers and attend their orientation meetings
- In collaboration with the SOE, conduct an on-site orientation for interns
- Disseminate PDS information/activities to the Schools' educational staffers

The Cooperating Teacher will:

- Introduce the yearlong intern students to administrative staff, faculty, and the environment of the School
- Become familiar with the components of the yearlong internship and the program standards
- Provide the intern with valued teaching experiences
- Involve the teacher candidates in a variety of school-wide activities
- Coach, mentor and reflect with intern
- Model competence and commitment
- Confer with the University Supervisor and other university faculty involved in the internship experience
- Participate in cooperating teacher training and other internship activities
- Observe the intern and provide summative and formative evaluations
- Have conferences with University Supervisor and Intern

The New Hire Mentor Teacher will:

- Engage new hires from the SOE in the teacher induction experience
- Work with and support new teacher hires as assigned by the VIDE one-year post-graduation

5.2 The UNIVERSITY agrees to perform the following roles and responsibilities by selecting representatives and/or responsible staffers to:

- Maintain communications among the various educational personnel involved in Teacher Internship collaborative activities
- Provide a Chair for strategic planning meetings for the Teacher Internship Program

- Provide collaboration for the internship coordinator, the University faculty, and other stakeholders
- Provide cooperating teacher and mentor teacher training
- Coordinate professional development
- In conjunction with the VIDE, engage in grant writing to support internship activities and research
- Assist the internship coordinator with identifying suitable practicum/internship placements
- Provide placement lists to the School or its practicum/internship coordinator; and discuss preparations with mentor teachers and PDS coordinators
- Visit the School setting to observe the preservice teacher in practice and provide needed input/support
- Interact with internship site coordinator, cooperating teachers, mentor teachers, and student interns to ensure that the candidate is adjusting to the school environment
- Provide suggestions and comments to encourage the development of a professional disposition
- Hold strategic planning meetings
- Conduct intern seminars
- Identify practicum/internship students and expedite placement procedures

5.3 The University will engage the VIDE in establishing an advisory board to offer advice regarding program development, oversight, and revision of policies and procedures, development of action plans, data collection, research, monitoring and evaluation of the effectiveness of the certification programs outlined herein.

6. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU. University of the Virgin Islands designates:

Linda V. Thomas, PhD., Dean
 School of Education
 University of the Virgin Islands
 2 John Brewers Bay
 St Thomas, VI 00802

Department of Education designates:

Stefan Jürgen
 STTJ District Insular Superintendent
 1834 Kongens Gade
 St Thomas, VI 00802

Carlos McGregor
 STX District Insular Superintendent
 1834 Kongens Gade
 St Thomas, VI 00802

7. 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 VIDE 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 VIDE of whatsoever nature, including but not limited to unemployment insurance and social security taxes for VIDE its servants, agents or independent contractors.

8. ASSIGNMENT

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

9. INDEMNIFICATION

To the extent permitted by law, UVI agrees to indemnify, defend and hold harmless Government from and against any and all loss, 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 VIDE under this MOU and arising from any cause, except the sole negligence of Government.

10. 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.

11. 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.

12. 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.

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Contractor’s Initials: SL

13. CONDITION PRECEDENT

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

14. TERMINATION

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

15. 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.

16. 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.

17. EFFECTIVE DATE

The effective date of this MOU shall be the day of execution of the MOU by the Commissioner of the Department of Property and Procurement.

18. 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 & Procurement
Sub Base, Building No. 1
St. Thomas, U.S. Virgin Islands 00802

Raquel Berry-Benjamin, Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802

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

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Contractor's Initials: HL

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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

Carole L. D'Isol
Magdalena A. Garcia

Anthony D. Thomas
Anthony D. Thomas
Commissioner

10/18/19
Date

UNIVERSITY OF THE VIRGIN ISLANDS

Mindy Sullivan
Simone Lynn

David Hall FOR DAVID HALL
David Hall, S.J.D.
President

9/27/2019
Date

DEPARTMENT OF EDUCATION

Felicia L. Berry
Yvonne Francis

Racquel Berry-Benjamin
Racquel Berry-Benjamin
Commissioner

10/2/19
Date

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APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

Coral C. M. Donaldson
AAG

Date: 10/16/19

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 Department of Education and University of the Virgin Islands.

Anthony D. Thomas, Commissioner
Department of Property and Procurement