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**MEMORANDUM OF UNDERSTANDING BETWEEN
CANE BAY PARTNERS VI, LLLP
&
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY & PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this day of November 23, 2020, in the Territory of the United States Virgin Islands, by and between Cane Bay Partners VI, LLLP (hereinafter referred to as “CBP”) of 2205 Church Street, Suite 305, Christiansted, VI 00820 and Virgin Islands Department of Education, (hereinafter referred to as a “VIDE” or “Department”) of 1834 Kongens Gade, St. Thomas, VI 00802 through the Department of Property & Procurement (hereinafter referred to as “DPP”) of 8201 Subbase, Suite 4, St. Thomas, VI 00802.

WITNESSETH

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, CBP is a business entity registered in the United States Virgin Islands with interest in the area of management, consulting, risk management, marketing, and investment services; and

WHEREAS, Cane Bay Cares (hereinafter referred to as “CBC”) is a service initiative of CBP; and

WHEREAS, in January 2019 CBC sponsored an afterschool academic enrichment program to assist public school students in catching up academically following the setbacks experienced during the 2017-2018 school year as a result of the impact of hurricanes Irma and Maria on the Territory; and

WHEREAS, John H. Woodson Junior High School served as the pilot school for the development of the afterschool program serving 26 students during the Spring of the 2018-2019 School Year; and

WHEREAS, CBP is interested in continuing with the program and expanding it to other schools to ensure that the afterschool academic enrichment programming is readily available to as many students as possible in the Virgin Islands; and

WHEREAS the VIDE is in agreement to facilitate and help expand the afterschool program to other schools; and



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WHEREAS the Parties have a common interest in ensuring children throughout the territory have access to supplemental academic resources.

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

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 eighteen (18) months thereafter. The VIDE shall have the option to renew this MOU for three (3) additional one (1) year periods subject to the same terms noted herein, by providing the CBP with 60 days written notice of the 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 VIDE will perform the following roles and responsibilities:

- a. provide logistical support as necessary and appropriate for the success of the program.
- b. provide curriculum support and review to instructors participating in the program.
- c. evaluate the data and results of the program at least annually.
- d. assist in facilitating a professional development training.
- e. assist in the development of the program documentation, providing feedback as necessary and appropriate.
- f. through school staff, ensure classrooms are available and equipped with the necessary supplies and equipment.
- g. through school staff, participate in curriculum review of the program.

3.2 The CBP shall perform the following roles and responsibilities:

- a. provide fiduciary oversight of the program.
- b. be responsible for the funding of the program including the pay of participating instructors and the Program Coordinator



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- c. lead the fundraising effort to expand the program to different schools, which includes reaching out to other companies for donations through digital advertising.
- d. fund an annual professional development day.
- e. manage the marketing of the program by highlighting the work being done, publicizing results and ensuring the public receives news

3.3 The CBC shall through the Program Coordinator perform the following roles and responsibilities:

- a. be responsible for overall direction of the program and ensure its standards are both innovative and engaging.
- b. be responsible for ensuring the teaching philosophy and curriculum guidelines are approved by and consistent with VIDE practices.
- c. take photos and videos, as well as write blogs informing the public about the program
- d. manage email, social media, website and search marketing related to the programs.
- e. produce marketing materials such as web pages, flyers, banners and t-shirts related to the
- f. ensure that the afterschool program is sufficiently staffed.
- g. create and evaluate smart goals for participating instructors, junior instructors and coordinator.
- h. coordinate lead instructor and junior instructor schedules.
- i. ensure all rules and procedures of the school and the program are enforced.
- j. submit timesheets and payroll to CBP for processing.
- k. produce monthly and annual reports.
- l. ensure safety and care of students during the program
- m. participate in evaluations.
- n. assist in the facilitation of professional development training.
- o. assist in the development of the program documentation.
- p. coordinate a professional development day.
- q. Execute other responsibilities as may from time to time me added

4. DESIGNATED REPRESENTATIVE

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

Department of Education designates:

Mr. Carlos McGregor
 Insular Superintendent, St. Croix District
 Department of Education
 2133 Hospital Street
 Christiansted, VI 00820



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Cane Bay Partners VI, LLLP designates:

Mr. Kirk Chewning
Partner
Cane Bay Partners VI, LLLP
2205 Church Street, Suite 305
Christiansted, U.S. Virgin Islands 00820

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 CBP 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 CBP of whatsoever nature, including but not limited to unemployment insurance and social security taxes for the CBP, 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

The CBP agrees to indemnify, defend and hold harmless the VIDE from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action which the VIDE may incur, sustain or be subjected to, arising out of the services to be performed by CBP under this MOU and arising from any cause, except the sole negligence of Government but only to the extent and amount covered by the Insurance to which VIDE was added as an additional insured.

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.



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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 & Procurement.

12. TERMINATION

Either party will have the right to terminate this MOU with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

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.



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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:

RACQUEL BERRY-BENJAMIN
Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802

KIRK CHEWNING
Partner
Cane Bay Partners VI, LLLP
2205 Church Street, Suite 305
Christiansted, U.S. Virgin Islands 00820

ANTHONY D. THOMAS
Commissioner
Department of Property & Procurement
8201 Subbase, Suite 4
St. Thomas, U.S. Virgin Islands 00802

16. INSURANCE

The CBC will maintain the following insurance coverages during the term of this MOU

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one hundred thousand dollars (\$100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars (\$100,000.00) for any one occurrence for property damage however, not to exceed (\$100,000.00). Insurance policy (ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one hundred thousand dollars (\$1, 00,000.00) per claim. The Government shall be listed thereon as a certificate holder. N/A
- (c) **WORKERS’ COMPENSATION:** CBC shall supply current coverage under the Government Insurance Fund or other form of coverage.



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17. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

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


WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS



Racquel Berry-Benjamin
Hon. Racquel Berry-Benjamin
Commissioner
Department of Education

09/03/2020
Date



Anthony D. Thomas
Hon. Anthony D. Thomas
Commissioner
Department of Property & Procurement

11/20/2020
Date

WITNESSES

CANE BAY PARTNERS VI, LLLP



Kirk M. Chewning
Kirk Chewning, Partner

08/03/2020
Date



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APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Carl McDonald

Date 11/19/2020

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of MOU No. _____ entered into between the Department of Property & Procurement (DPP), Department of Education (VIDE), and Cane Bay Partners VI, LLLP.

Anthony D. Thomas, Commissioner
Department of Property & Procurement