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## NOTIFICATION OF GRANT AWARD Virgin Islands Territorial Funds

**THIS SUBGRANT AGREEMENT (“MOA”)** is made this 2nd day of March, 2022 in the Territory of the Virgin Islands, by and between the **Government of the Virgin Islands, Department of Education** (hereinafter referred to as “VIDE”) of 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands and **University of the Virgin Islands** (hereinafter referred to as “Subgrantee” or “University”) of No. 2 John Brewer’s Bay, St. Thomas U.S. Virgin Islands 00802 through the Department of Property and Procurement.

1. **GRANTOR:**        **Government of the United States Virgin Islands *through the***  
**DEPARTMENT OF PROPERTY & PROCUREMENT**  
**Building No 1, Sub Base**  
**St. Thomas, VI 00802**  
  
**DEPARTMENT OF EDUCATION**  
**1834 Kongens Gade**  
**St. Thomas, U.S. Virgin Islands 00802**
  
2. **GRANTEE:**        **UNIVERSITY OF THE VIRGIN ISLANDS**  
**No. 2 John Brewers Bay**  
**St. Thomas**  
**U.S. Virgin Islands 00802**
  
3. **AUTHORIZATION:**    Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128), Title II Adult Education and Family Literacy Act (hereafter “AEFLA”), CFDA 84.002A and GAN V002A210070
  
4. **TERM OF AWARD & PROJECT PERIOD:** *January 15, 2022 through December 31, 2022.*
  
5. **TYPE OF AWARD:**    Competitive Sub Grant Award
  
6. **PROJECT DESCRIPTION:** The purpose of the funds provided under AEFLA is to enable states and territories to provide adult education and literacy activities including adult Basic Education (ABE), Adult Secondary Education (ASE), and English Language Acquisition (ELA); to assist adults to become literacy and obtain the knowledge and skills necessary for employment and self-sufficiency; to assist those who are parents to obtain the educational skills necessary to become full partners in the educational development of their children; and to assist adults in the completion of a secondary school education; and UVI will host an adult Literacy program for up to one hundred twenty (120) participants including those that are



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incarcerated, into Penn Foster High School's online academic instructional program and provide them with various levels of support re-entry support. See a more detailed *Scope of Services* in **Attachment II** (Scope of Services) of this *Notice of Grant Award*, which is incorporated herein and made a part of Grantee's acceptance and agreement to provide the services pursuant to this *Notice of Award*.

7. **AMOUNT OF AWARD: ONE HUNDRED TWENTY THOUSAND, SIX HUNDRED TWENTY-TWO DOLLARS AND SIXTY-SEVEN CENTS (\$120,622.67).**
8. **PAYMENT SCHEDULE:** The Department of Education shall pay this Award to the UVI CELL in annual installments of **ONE HUNDRED TWENTY THOUSAND, SIX HUNDRED TWENTY-TWO DOLLARS AND SIXTY-SEVEN CENTS (\$120,622.67)** following the disbursement schedule described in Attachment III and Attachment IV (Budget) incorporated in this Agreement.
9. This Grant Award is subject to appropriation and availability of said funds. The *Acceptance of Terms and Conditions Grant Award*, which is set forth as *Attachment I* and the *Scope of Services*, set forth as *Attachment II* shall be executed by Grantee and shall be made a part of this Award

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**NAMES AND SIGNATURES OF AUTHORIZING OFFICIALS**

By: *Racquel Berry Benjamin*  
Racquel Berry Benjamin  
Commissioner of Education  
**DEPARTMENT OF EDUCATION**

Date: 01/25/2022

By: *Anthony D. Thomas*  
**Anthony D. Thomas**  
Commissioner  
**DEPARTMENT OF PROPERTY & PROCUREMENT**

Date: 3/2/2022



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**ATTACHMENT I  
TERMS AND CONDITIONS OF AWARD**

**UNIVERSITY OF THE VIRGIN ISLANDS SHALL:**

1. Make its sub-grant applications, evaluations, periodic program plans, or reports relating to each program available to the public for inspection.
2. Supervise, manage, and control the program(s).
3. Establish and track measurable goals for participant outcomes.
4. Administer pre and post assessments to participants to evaluate educational gains.
5. Update VIDE’s Management Information System quarterly, to capture student educational gains and faculty and staff demographics of sub-recipient universe.
6. Demonstrate commitment to serve individuals in the community who are most in need of literacy services, including individuals who are low-income or have minimal literacy skills.
7. Determine whether or not the program—
  - a) is of sufficient intensity and duration for participants to achieve substantial learning gains; and
  - b) use instructional practices, such as phonemic awareness, systematic phonics, fluency, and reading comprehension that research has proven to be effective in teaching individuals to read.
8. Offer activities that are built on a strong foundation of research and effective educational practice.
9. Utilize advanced technology, as appropriate and available, including but not limited to the use of computers, smartboards, laptops, and internet access.
10. Provide learning activities in real life contexts to ensure that participants will acquire the skills needed to compete in the workplace.
11. Utilize staff of well-trained and qualified instructors, counselors, and administrators.
12. Coordinate activities with other available resources in the community, by establishing strong relationships with elementary schools and secondary schools, postsecondary educational institutions, one-stop centers, job training programs, and social service agencies.



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13. Offer flexible schedules and support services (such as child care and transportation) that are necessary to enable individuals, including individuals with disabilities or other special needs, to attend and complete programs.
14. Maintain and enter data in LACES, a high-quality management information system that has the capacity to report participant outcomes and to monitor program performance applying agency performance measures.
15. The Sub-Grantee shall prepare and submit invoices in accordance with Attachment III. The VIDE reserves the right to request additional information as part of the monthly reports.
16. The Sub-Grantee shall prepare and submit to VIDE financial reports submitted with the disbursements outlined in Attachment III outlining liquidated cost, based on the amount awarded by VIDE for the fees and costs identified in Sub-Grantee's Budget, submitted to VIDE by Sub-Grantee and adjusted and approved by VIDE, attached hereto as ATTACHMENT IV, and incorporated herein by reference, and made a part of this Agreement. The report shall indicate remaining advanced funds under this Agreement, and a brief narrative of what costs are anticipated to be paid from said advanced funds during the report period.
17. The Sub-Grantee shall maintain an account in a federally insured banking institution as a depository for the federal funds. The Sub-Grantee shall not commingle federal funds received from this Program with non-federal funds or funds from other programs.
18. The Sub-Grantee shall expend the funds in accordance with all applicable local and federal laws, rules and regulations, particularly, in compliance with Title 34, CFR, and this Agreement.
19. The Sub-Grantee shall be responsible for providing an annual closeout programmatic report no later than the August 1<sup>st</sup> of each contractual year, in compliance with the terms delineated in the Sub-grant application and this Agreement. Said report shall identify successes and slippages and provide quantitative and qualitative data and include reasons for regression or non-performance of an agreed upon objective.
20. The Sub-Grantee shall return to VIDE for its control, all money which VIDE, 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.
21. The Sub-Grantee shall keep precise records of all activities conducted and participants in the Program.



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- 22. The Sub-Grantee shall liquidate obligations under this Agreement by the 15<sup>th</sup> day December of each year, provided that this Agreement was not terminated before its expiration. Any balance left over will be considered carry over funds with an expiration date of September 30, 2023.
- 23. The Sub-grantee shall cooperate with the Secretary and the Comptroller General of the United States or any of their authorized representatives for audits authorized by Federal law. This cooperation includes access without unreasonable restrictions to records and personnel of the Sub-Grantee for the purpose of obtaining relevant information.
- 24. In the event of an audit, the Sub-Grantee shall fully cooperate with the audit agency and comply with all requests for documents and/or information.
- 25. Either party will have the right to terminate this Agreement with or without cause on Thirty (30) days written notice to the other party specifying the date of termination provided, however, should grantee elect to terminate this Agreement and has in its possession funds that have been unexpended, said funds shall be returned to the Government. If this agreement is terminated by VIDE, VIDE acknowledges and agrees that it shall reimburse Sub-Grantee for any and all costs and expenses incurred and encumbered pursuant to Sub-Grantee’s administration of the Program as contemplated herein up to the effective date of the termination. If this Agreement is being terminated by either party or a third party due to Grantee’s misuse of said funds, Grantee shall reimburse said funds to the Government.
- 26. The Grantee covenants that it (includes owners, principals, partners, directors or officers) is:
  - a. 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
  - b. 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 interests, including the penalties provision set forth in Section 1108 thereof;
    - ii. not made, negotiated or influenced this award, in its official capacity;
    - iii. no financial interest in the award as that term is defined in Section 1101, (1) of said Code Chapter.



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**DUTIES OF VIDE:**

1. Within ten (10) business days of the fully executed Agreement, VIDE shall pay an initial amount not to exceed twenty-five percent (25%) of the total amount awarded to Sub-Grantee less the travel cost.
2. Monitor for program performance and identify areas for training and professional development for Sub-grantee and its educators.
3. Within thirty (30) business days of receipt of Sub-Grantee’s invoices, VIDE shall review, in accordance with cost principles set forth in the applicable Sub-Grantee’s invoices, and requests for draw downs, and/or reimbursements and submit for final liquidation, or counter with a corrective action report requiring further information.
4. Upon final determination that the financial aspect of the corrective action report is sufficient, VIDE shall request for issuance of disbursements/and or reimbursements in whole or in part as indicated in this Sub-Agreement; or upon finding a deficiency in the Sub-Grantee’s reports notify the Sub-Grantee of the deficiencies and provide the Sub-Grantee with technical assistance, and reasonable time for the Sub-Grantee to become compliant in the matter.
5. Upon partial termination, or full termination before the expiration, of this Agreement, VIDE shall review the Sub-Grantee’s invoices for allowable costs up to the date of termination and make payment of all fees and costs to the Sub-Grantee that are determined to be owed to the Sub-Grantee, up to the partial or full termination date.
6. Issue disbursements and/or reimbursements in whole, in part, or not at all.

**NOTICE:**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

**GOVERNMENT:**

Racquel Berry Benjamin  
Commissioner  
**Department of Education**  
1834 Kongens Gade  
St. Thomas, VI 00802

Attention:

Nancy Callwood, State Director Adult Education  
Nancy.callwood@vide.vi  
340-776-3484



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Anthony D. Thomas  
Commissioner  
**Department of Property & Procurement**  
No. 1, Sub Base, Third Floor  
St. Thomas, U.S. Virgin Islands 00802  
Telephone: (340) 774-0828

Mindy Solivan  
Director of Sponsored Programs  
University of the Virgin Islands  
No. 2 John Brewers Bay  
St. Thomas, U.S. Virgin Islands 00802

**Attention:** Dr. Suzanne Darrow-Magras  
Director, UVI Cell  
Telephone/Fax: (340)-626-3191  
Email: Suzanne.darrowmagras@uvi.edu

I HEREBY ACCEPT the terms and conditions of the above *Notification of Grant Award* and Agreement on this the 20 day of January, 2022

**GRANTEE: University of the Virgin Islands**

Witness:

1	<u>Suzanne Darrow-Magras</u>	By: <u>Mindy Solivan</u>	<u>1/20/2022</u>
		Mindy Solivan	Date
2	<u>Diabann Ryan</u>	Director Sponsored Programs	