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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGIN ISLANDS POLICE DEPARTMENT
AND
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION**

**THROUGH the VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“hereinafter referred to as “MOU” or “Agreement”), by and between the Virgin Islands Police Department (herein referred to as “VIPD”) and the Virgin Islands Department of Education (herein referred to as “VIDE”) (collectively the “Parties”) for the purpose of planning and implementing crime reduction and deterrence strategies in all Virgin Islands public schools.

WITNESSETH

WHEREAS, VIPD is a Department in the Executive Branch of the Government of the Virgin Islands and is charged with maintaining law and order within the United States Virgin Islands (“Territory”); and

WHEREAS VIDE is a Department in the Executive Branch of the Government of the Virgin Islands and pursuant to title 3 of the VIC, § 96, is charged with promoting the cause of education, which requires climate for learning and growth of all school age students, and managing public education in the United States Virgin Islands; and

WHEREAS, at Title 3, Chapter 15, of the Virgin Islands Code, Section 262, there is established within VIPD, Police Division, a Bureau of School Security, in the District of St. Thomas/St. John and in the District of St. Croix; wherein it shall be the duty of the Commander, as prescribed by Chief of Police, in cooperation with the Commissioner of Education to implement, administer, supervise, and coordinate all programs and policies to ensure adequate protection of all public school buildings, property, students, personnel, and equipment, and to establish a liaison within VIDE to carry out the provisions; and

WHEREAS, VIDE is responsible to ensure the safety and wellbeing of all persons within the Virgin Islands Public Schools System; and

WHEREAS, the VIDE wishes to partner with the VIPD for providing some of the institutional services of ensuring the safety and wellbeing of persons within the Virgin Islands Public Schools while retaining control over the use and maintenance of education records and preventing re-disclosure of such records in accordance with the Family Education Rights and Privacy Act (FERPA) as promulgated in the Code of Federal Regulations except as allowed and

WHEREAS, the Parties desire to partner with each other and establish a MOU to develop strategic goals and objectives to improve safety and protection of students, faculty, staff and visitors in all public schools, and protection of public-school properties; and

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Initials: _____



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WHEREAS, the Parties desire to coordinate efforts for implementation of comprehensive strategies to create a drug and crime free environment to better provide for the safety and protection of the students, faculty, staff, visitors, and properties of the Territory's public schools; and

WHEREAS, the Parties desire to reduce criminal activities perpetrated by school age students and enhance the visibility and presence of VIPD officers (commonly referred to as resource officers or school security officers) on the properties of the public schools, particularly on high schools and K-8th schools in the Territory; and

WHEREAS, the Parties desire to establish policies and procedures for implementing overarching goals and objectives to guide the actions of VIPD, VIDE, and stakeholders;

NOW, THEREFORE, the Parties agree as follows:

1. **SERVICES.** The Parties' duties are set forth in Addendum 1, attached hereto and incorporated herein, and made a part of this MOU by reference.
2. **TERM.** This MOU is effective upon the date last signed and executed by the Parties and shall cover a five (5) year period and remains in full force and effect until such time as the Parties agree to amend or terminate this Agreement in accordance with the Termination clause herein.
3. **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.
4. **CONDITION PRECEDENT.** This Agreement shall be subject to the availability and appropriation of funds to the respective Parties.
5. **FISCAL RESPONSIBILITY.** The Commander(s) of the Bureau of School Security shall report on the preparation of the annual budget and on detailed information on the future needs and past accomplishments of the Bureau of School Security. Such reports shall be submitted to the Commissioners of Education and Police, with a joint report from VIPD and VIDE forwarded to the Governor by the Commissioners, not later than February 1 of each year, as mandated by Section 262(c).
6. **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. Provided there is no cancellation of this Agreement, the terms herein agreed to shall continue in full force and effect and be reviewed on an annual basis.
7. **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:

Commissioner
 Virgin Islands Police Department
 Alexander Farrelly Justice Center, Second Floor
 5400 Veterans Drive, Charlotte Amalie
 St. Thomas, U.S. Virgin Islands 00802



Commissioner of Education
 1834 Kongens Gade
 St. Thomas, U.S. Virgin Islands 00802-6746



Commissioner of Property and Procurement
 8201 SubBase, 3rd Floor
 St. Thomas, U.S. Virgin Islands 00802

8. **GOVERNING LAW.** This Agreement shall be governed by the laws of the U.S. Virgin Islands and jurisdiction and venue are exclusive in the U.S. Virgin Islands.
9. **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.
10. **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.
11. **SEVERABILITY.** If any paragraph or provision of this MOU is violative of any Territorial or Federal law, the paragraph or provision shall be stricken; however, the entire document shall remain binding and in full effect.
12. **FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES**
 A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

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IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date written below.

Witness

[Handwritten signature]

VIRGIN ISLANDS POLICE DEPARTMENT

[Handwritten signature]
Ray A. Martinez
Police Commissioner

6/13/2022
Date

Witness

[Handwritten signature]

VIRGIN ISLANDS DEPARTMENT OF EDUCATION

[Handwritten signature]
Raquel Berry-Benjamin
Commissioner of Education

06/10/2022
Date

Witness

[Handwritten signature]

VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCURMENT

[Handwritten signature]
Anthony D. Thomas
Commissioner of Property & Property

8/4/2022
Date

Approved for Legal Sufficiency:

By: *[Handwritten signature]*
Assistant Attorney General

Date: 8/4/2022