

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made this 20th day of December, 2016, in the Territory of the Virgin Islands, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS**, on behalf of the **DEPARTMENT OF EDUCATION** (hereinafter referred to as "Government") of 1834 Kongens Gade, St. Thomas, U. S. Virgin Islands and **ED PARTNERS GROUP LLC** of 8200 Student Drive, Clinton Maryland 20735 (hereinafter referred to as "Contractor")

WITNESSETH:

WHEREAS, pursuant to V.I.C. Title 3, Chapter 7 Section 96(a)(1), the Department of Education ("Department") is responsible to promote the cause of education and achieve a high level of general education throughout the Virgin Islands; and

WHEREAS, the Government is in need of a Contractor to provide coaching and support training to new and inexperienced public school teachers across all grade levels within the St. Thomas/ St. John and St. Croix Districts on effective instructional strategies, best practices, and classroom management techniques needed to educate the territory's students with fidelity; and

WHEREAS, pursuant to V.I.C. Title 31, Section 239, Subsection (a)(8), Request for Proposal No.003-2017(P) was issued by the Department of Property and Procurement for qualified service provider(s) to provide a Teacher Quality and Professional Development Program; and

WHEREAS, the Contractor was recommended by the Government's Evaluation Committee and approved by the Commissioner of the Department of Property and Procurement to perform the services described in Addendum I (Scope of Service) attached hereto and made part of this Contract; and

WHEREAS, the Contractor represents that it is willing and capable of providing services particularly described in Addendum I (Scope of Work) attached hereto and made a part of this Contract; and

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. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

2. TERM



This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate on December 31, 2016. Notwithstanding the Government may automatically extend the Contract term through March 31, 2017 subject to the U. S. Department of Education's approval extension of the *2014 Consolidated Grant*.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor the sum of **One Million, Three Hundred Eighty Five Thousand Dollars and Zero Cents (\$1,385,000.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract. MS

4. TRAVEL EXPENSES

In addition to the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed NOT APPLICABLE (\$N/A). MS

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor 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 Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, investigate, defend and hold harmless the 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 the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by the Contractor under this Contract and arising from any cause, except the sole negligence of the Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

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

13. WAIVERS AND AMENDMENTS

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

14. ENTIRE AGREEMENT

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.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims.

Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor of the U.S. Virgin Islands

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause within ten (10) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 10 day notice.

19. 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 Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

(a) Contractor covenants 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 Contract.

(b) Contractor further covenants that it is:

(1) 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

(2) a territorial officer or employee and, as such, has:

(i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

- (ii) not made, negotiated or influenced this Contract, in its official capacity;
- (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor of the U.S. Virgin Islands

22. NOTICE

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

GOVERNMENT

Randolph N. Bennett
Commissioner
Department of Property and Procurement
Sub Base, Building No. 1, Third Floor
St. Thomas, U.S. Virgin Islands 00802

Sharon Ann McCollum, Ph.D.
Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802

CONTRACTOR

Michael C. Samuel
Sole Managing Member
Ed Partners Group, LLC
8200 Student Drive
Clinton, MD 20735

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall

include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

28. LIABILITY INSURANCE

The Contractor shall provide the Government with proof of General Liability Insurance coverage and Professional Liability Insurance coverage for the entire period of this Contract. The Contractor shall be insured under each policy in an amount of not less than **One Million Dollars and Zero Cents (\$1,000,000.00)** for each occurrence. In the event that the Contractor's existing coverage will expire before the end of the term of this Contract, the Contractor shall provide proof of the renewal of coverage within ten (10) days after beginning of the new period of the insurance. The policies shall be maintained with insurer(s) and in a form satisfactory to the Government, and the Contractor shall submit a Certificate of Liability Insurance and Declaration/Endorsement pages naming the Government as an additional insured and certificate holder on the commercial General Liability Policy.

29. BILLING PROCEDURES and PAYMENT

The Government will pay Contractor upon receipt of properly completed invoices that shall describe and document to the Government's satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule in ADDENDUM II attached hereto and made a part of this Contract. Each invoice must be accompanied by applicable supporting documents, including but not limited to, lesson plans, attendance sheets, agendas, and any other deliverables due for the invoice period.

Payment shall be considered timely if made by the Government within forty five (45) days after receipt of properly completed invoices, and verification that the services

invoiced were provided in accordance with the Contract and all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to this Contract or the services provided hereunder. Payment shall be sent to the address designated by the Contractor. The Government may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Government.

30. FORCE MAJEURE

Neither Party shall be liable to the other for any delays or failure to perform under this Contract, as a result of conditions reasonably beyond the Party's control including but not limited to war, terrorist acts, riot, strikes, fire, earthquakes, hurricanes, floods, or any act of God.

31. SEVERABILITY

If any of the provisions of this contract are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

32. OTHER PROVISIONS

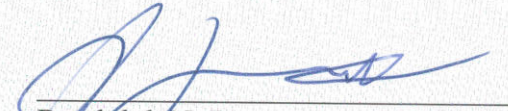
Addendum I, Addendum II, and the Contractor's eligibility documents are attached hereto, made a part of this Contract and are incorporated herein by reference.

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

WITNESSES:

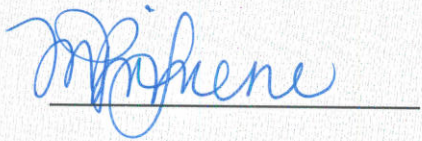
GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

Barb L. Divil


Randolph N. Bennett
Commissioner

12/15/16
Date

DEPARTMENT OF EDUCATION



Sharon Ann McCollum
Sharon A. McCollum, Ph.D.
Commissioner

12/15/16
Date


CONTRACTOR
ED PARTNERS GROUP LLC



Michael Samuel
Michael C. Samuel
Sole Managing Member

12-14-16
Date

APPROVED:


Kenneth E. Mapp
GOVERNOR OF THE VIRGIN ISLANDS

12.20.16
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE

Coral E. McDonald

12/19/16
Date

Account No. _____

Purchase Order No. _____