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**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE VIRGIN ISLANDS DIVISION OF PERSONNEL  
&  
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is made this 15<sup>th</sup> day of February, 2019, in the Territory of the Virgin Islands, by and between the **VIRGIN ISLANDS DEPARTMENT OF EDUCATION**, 1834 Kongens Gade, St. Thomas, U. S. Virgin Islands 00802 (hereinafter “VIDE”) and **VIRGIN ISLANDS DIVISION OF PERSONNEL**, No. 3438 Kronprindsens Gade, St. Thomas, U.S. Virgin Islands 00802 (hereinafter “DOP”) each a “Party” or collectively “Parties” through the **DEPARTMENT OF PROPERTY AND PROCUREMENT (“GOVERNMENT”)**.

WITNESSETH:

**WHEREAS**, the VIDE, an agency within the executive branch of government, pursuant to Title 3 Virgin Islands Code, Chapter 7, 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, to include the recruitment and hiring of its employees; and

**WHEREAS**, the DOP, an agency within the executive branch of government, pursuant to Title 3 Virgin Islands Code, Chapter 25 Section 452 is required to establish and maintain a system of personnel administration based on merit principles and scientific methods governing the appointment, promotion, transfer, layoff, removal and discipline of the officers and employees of the Government and is authorized to exercise such powers, and perform other duties and functions, as may be prescribed by law, to fulfill this duty; and

**WHEREAS**, Title 3 Virgin Islands Code, Chapter 7, Section 96 Subsections (a)(15) provides the VIDE with the sole responsibility of the recruitment and hiring of its employees and DOP the authority to audit VIDE’s hiring system and personnel; and

**WHEREAS**, the VIDE is in need of the services of a Contractor to provide applicant tracking and onboarding services to assist in promoting the cause of education and achieving a high level of general education throughout the Virgin Islands; and

**WHEREAS**, the DOP currently utilizes a system, referred to as NeoGov, which provides them with an effective process for employee recruitment where jobs can be outsourced, posted, accepted, screened and routed to the appropriate hiring manager within one central application; and

**WHEREAS**, the DOP in collaboration with the VIDE desires to combine their efforts and



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have agreed to enter into this Agreement in which DOP will provide the VIDE with applicant tracking and onboarding services through the use of the NeoGov system; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, both parties do covenant and agree as follows:

**1. SERVICES**

The DOP will be responsible for providing the services set forth in Addendum I (Scope of Services), attached hereto and incorporated herein by reference.

**2. TERM**

Upon execution of this Agreement by the Commissioner of the Department of Property and Procurement shall be effective for a Term beginning from February 1, 2019 through January 31, 2020. Upon expiration of the initial term, this Agreement will automatically renew for successive one (1) year periods, unless earlier terminated as set forth in Paragraph 16.

**3. COMPENSATION**

The VIDE in consideration for the services provided by DOP agrees to pay the DOP the sum of **TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00)** in accordance with the provisions set forth in ADDENDUM II (Compensation) attached hereto and incorporated herein by reference.

**4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 above, the VIDE agrees to pay documented transportation, sustenance, 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 N/A (\$N/A).

**5. RECORDS**

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

**6. PROFESSIONAL STANDARDS**

The DOP 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 Agreement shall become the property





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of the Government and shall be turned over to it at the termination of this Agreement. The above described materials shall not be used by the DOP or any other person or entity except upon the written permission of the Government.

**8. ASSIGNMENT**

Neither Party shall subcontract or assign any part of the services or responsibilities under this Agreement without the prior written consent of the Government. .

**9. INDEPENDENT CONTRACTOR**

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

**10. DESIGNATED REPRESENTATIVE**

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

Valcina Quashie  
Deputy Director  
Division of Personnel  
3438 Kronprindsens Gade  
GERS Building 3<sup>rd</sup> Floor  
St. Thomas, U.S. Virgin Islands 00802

Jevon Ottley  
Human Resources Generalist  
Virgin Islands Department of Education  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands 00802

**11. GOVERNING LAW**

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

**12. WAIVERS AND AMENDMENTS**

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. 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 Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed herein. This Agreement supersedes all prior communications, contracts, or

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agreements between the parties with respect to the subject matter addressed herein, whether written or oral.

**14. RIGHT TO WITHHOLD**

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

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

**15. CONDITION PRECEDENT**

This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

**16. TERMINATION**

Either party will have the right to terminate this Agreement with or without cause on sixty (60) days written notice to the other party specifying the date of termination.

**17. PARTIAL TERMINATION**

The performance of work under this Agreement 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 DOP a Notice of Partial termination specifying the extent to which the term and/or duties under this Agreement are terminated and the date upon which such termination becomes effective. The DOP shall be entitled to receive payment for services provided to the date of termination including payment for the period of the sixty (60) day notice.

**18. 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 Agreement on account of race, creed, color, sex, religion, disability or national origin.

**19. 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 Agreement.

**20. EFFECTIVE DATE**

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





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**21. 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 by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Anthony D. Thomas  
Commissioner  
Department of Property and Procurement  
3274 Estate Richmond  
St. Croix, VI 00820

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

Dayna Clendinen  
Director  
Division of Personnel  
3438 Kronprindsens Gade  
GERS Building 3<sup>rd</sup> Floor  
St. Thomas, U.S. Virgin Islands 00802

**22. LICENSURE**

The DOP 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 provision of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**23. OTHER PROVISIONS**

Addenda I and II attached hereto are a part of this Agreement and are incorporated herein by reference.

**24. FALSE CLAIMS**

The DOP warrants that it shall not, with respect to this Agreement, 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. The DOP acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.



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

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

Felicis L. Ben

Racquel Berry Benjamin 10/5/19  
Racquel Berry-Benjamin, Commissioner  
Virgin Islands Department of Education Date

Magdelina A. Morano  
Anthony D. Thomas 11/8/19  
Anthony D. Thomas, Commissioner  
Department of Property and Procurement Date

Damali Rogu  
Dayna Clendinen 10/3/19  
Dayna Clendinen, Director  
Division of Personnel Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: Carole McDonald, Esq. Date 11/7/19  
AAG

PURCHASE ORDER NO. \_\_\_\_\_