



**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS PUBLIC BROADCASTING SYSTEM
&
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 11 day of May, 2020, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands Public Broadcasting System ("WTJX") and Virgin Islands Department of Education, each a "Party" or collectively "Parties," through the Department of Property and Procurement.

WITNESSETH:

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

WHEREAS the Virgin Islands Public Broadcasting System is responsible for advancing the general welfare, education, cultural development and awareness of public affairs of all the population of the Virgin Islands pursuant to Title 30, Section 151(b) of the Virgin Islands Code; and

WHEREAS, COVID-19 has become a global pandemic resulting in the forced closure of public and non-public schools and activity centers, disrupting daily educational instruction of Pre-Kindergarten to Twelfth (PreK-12) grade students in the Territory of the Virgin Islands; and

WHEREAS, the VIDE has implemented the *eTeacher Network*, an initiative focused on providing remote learning through mediums of mass communication such as radio and television broadcasting; and

WHEREAS, the agencies desire to combine efforts by offering local educational programming on WTJX, by entering into this MOU.

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 AND EFFECTIVE DATE

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 on June 4, 2020.

General Contract No. _____

VIDE Initials: LSB
VIBS Initials: ONE

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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

Appropriate educational programming by grade-level is broadcasted simultaneously as pre-recorded videos of up to eighteen (18) hours per week. Instruction will be by grade-span: PreK-2, 3-5, 6-8 and 9-12 during the hours of 10:00 AM and 2:00 PM Monday through Wednesday and 10:00 AM and 4:00 PM on Thursday. Also included are Mental Health and trauma-informed counseling messages/tips through Public Service Announcements (PSAs). The PSAs are aligned with weekly mental health wellness messages focused on coping, decreasing stress, decreasing anxiety, and increasing the overall mental health of students and families. The goal is for one cohesive mental health wellness message to be promoted each week via VIDE's multiple media platforms.

3.1 Virgin Islands Public Broadcasting System ("WTJX") shall be responsible for:

- A. Filming of local teachers providing 30-minute to one-hour lessons on a subject area, up to 18 hours of local content per week
- B. Broadcast and curate educational programming from its local archive

3.2 Virgin Islands Department of Education shall be responsible for:

- A. Recruiting retired educators, current teachers, school/district administrators (optional) to provide/submit prerecorded, 30-minute lessons in studio (classroom), by Zoom/MS Teams or any other online educational platforms.
- B. Conducting a jury review of submissions with WTJX technical staff.
- C. Developing the weekly programming schedule in conjunction with WTJX.
- D. Promote/publicize the *eTeacher Network* program internally and externally via the Department of Education's social media platforms.

4. DESIGNATED REPRESENTATIVE

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

Department of Education designates:

General Contract No. _____

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VIDE Initials: *RBB*
VIBS Initials: *MO*



Victor Somme
 Assistant Commissioner of Education
 2133 Hospital Street
 St. Thomas, U.S. Virgin Islands 00820
 Cynthia.graham@vide.vi



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Virgin Islands Broadcasting System ("WTJX") designates

Tanya-Marie Singh
 Chief Executive Officer
 36 & 37 Estate Richmond
 Christiansted, U.S. Virgin Islands 00820
 tsingh@wtjx.org

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

8. 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.

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 VIBS Initials: *AM*

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9. 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.

10. 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 and Procurement.

11. 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.

12. 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.

13. 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.

14. 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:

ANTHONY D. THOMAS
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

Racquel Berry-Benjamin, Commissioner
Department of Education



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2133 Hospital Street
St. Croix, U.S. Virgin Islands 00820

Tanya Marie Singh
Virgin Islands Public
Broadcasting System
36 & 37 Estate Richmond
Christiansted, U.S. Virgin Islands
00820

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General Contract No. _____

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VIDE Initials: *RB*
VIBS Initials: *AT*

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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

[Handwritten signature]

Racquel Berry-Benjamin
 Racquel Berry-Benjamin
 Commissioner of Education
 4/28/2020
 Date

[Handwritten signature]

Tanya Marie Singh
 Tanya Marie Singh
 Chief Executive Officer
 4/28/2020
 Date

Magdalen A. Hoani

Anthony D. Thomas
 Anthony D. Thomas, Commissioner
 Department of Property and Procurement
 5/11/2020
 Date

APPROVED AS TO LEGAL SUFFICIENCY
 DEPARTMENT OF JUSTICE BY:

Carol McDonald

 Date

Digitally signed by Carol McDonald
 Date: 2020.05.08 12:31:44 -04'00'

General Contract No. _____

VIDE Initials: *RBB*
 VIBS Initials: *ME*

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CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of MOU No. _____ entered into between the Department of Property and Procurement and Virgin Islands Public Broadcasting System.

Anthony D. Thomas, Commissioner
Department of Property and Procurement

General Contract No. _____

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VIDE Initials: **ROB**
VIBS Initials: **AK**