



OPCMR

AMENDMENT NO. 1 OF PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT made as of the 14th day of January, 2021, ~~2020~~, in the Territory of the U. S. Virgin Islands by and between the Government of the Virgin Islands, **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF EDUCATION**, 1834 Kongens Gade, St. Thomas, Virgin Islands 00802-6746 (hereinafter referred to as "Government"), and **Northwest Council for Computer Education**, 401 E Front Avenue, Suite 215, Coeur d'Alene ID 83814 (hereinafter referred to as "Contractor" or "NCCE").

WITNESSETH:

WHEREAS, pursuant to Contract No. **P018DOET20** approved by the Commissioner of Property and Procurement on **January 31, 2020** (which constitute and are hereinafter referred to as the "Contract"), the Government contracted with Contractor to provide professional development training to teachers and administrators on effective strategies to integrate technology into academic lesson plans necessary to improve student instruction and student engagement in the classrooms of public schools in the St. Thomas/ St. John School District; and

WHEREAS, the Contract expires pursuant to its terms on January 30, 2023; and

WHEREAS, due to nationwide travel restrictions and efforts to practice social distancing to limit the spread of the Coronavirus during COVID-19 health pandemic, the parties were unable to provide onsite professional development services for Years 1 and 2 of the Contract: and

WHEREAS, the parties desire to amend the Contract to change the Scope of Work in Addendum I to include additional online professional development services and professional books and supplemental resources to broaden teachers' and administrators' knowledge and understanding of various online learning and instructional platforms; and

WHEREAS, the parties desire to amend the compensation schedule described in Addendum II to reflect an updated compensation schedule, however the amendment of the Contract pursuant to this Amendment No. 1 of Professional Services Contract shall not require an increase to the compensation originally provided for under the Contract.

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:



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TERMS AND CONDITIONS

1. Addendum I and II of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in the new Amended Addendum I and Amended Addendum II attached hereto as Exhibit "A".

2. **FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

3. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.
4. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.

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IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

Racquel Berry-Benjamin

12/18/2020

Racquel Berry-Benjamin

Date

Commissioner

DEPARTMENT OF EDUCATION

[Signature]

Anthony D. Thomas

1/14/2021

Anthony D. Thomas

Date

Commissioner

DEPARTMENT OF PROPERTY AND PROCUREMENT

CONTRACTOR

Northwest Council for Computer Education

Nick Shuman 12/17/2020

Robert Myers

Dec 17, 2020

Robert Myers

Date

Director of Operations

APPROVED FOR LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE:

Paul F. McNeel

1/13/2021

Assistant Attorney General

Date

Purchase Order No.