

NOTIFICATION OF GRANT AWARD

THIS AGREEMENT is made this 13th day of June 2022 in the Territory of the Virgin Islands, by and between the **Government of the Virgin Islands**, on behalf of the **Department of Education**, 1834 Kongens Gade, St. Thomas, VI 00802 (hereinafter referred to as "Government" or "Grantor") and **Unique Xpression Ministries, Inc.**, 394-224 Annas Retreat, St. Thomas, VI 00802 (hereinafter referred to as "SubGrantee") do hereby provide a financial grant as per the following:

1. GRANTOR: Government of the United States Virgin Islands
DEPARTMENT OF EDUCATION
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802

2. GRANTEE: DEPARTMENT OF EDUCATION
Unique Xpression Ministries, Inc.,
394-224 Annas Retreat,
St. Thomas, U.S. Virgin Islands 00802

3. AUTHORIZATION:

AUTHORITY: PL TITLE V, PUB. L. 95-134, 91 STAT. 1159 (48 U.S. C. . ELEMENTARY AND SECONDARY EDUCATION ACT PROGRAM TITLE: CONSOLIDATED GRANT TO THE OUTLYING AREAS;
CFDA/SUBPROGRAM NO: 84.403A
Nita M Lowey 21st Century Community Learning Centers Every Student Succeeds Act (ESSA) of 2015 as established by the United States Congress

4. TERM OF AWARD & PROJECT PERIOD: *April 15, 2022 through December 31, 2024.*

5. TYPE OF AWARD: Sub-Grant

6. PROJECT DESCRIPTION: To operate the "Nita M. Lowey 21st Century Community Learning Center" at the Bertha C. Boschulte Middle School 9-1&12 Estate Bovoni, St. Thomas, U.S. Virgin Islands 00802

7. AMOUNT OF AWARD: Five Hundred Eighty-Seven Thousand, Five Hundred Sixty-Eight Dollars and Zero Cents (\$587,568.00)

8. PAYMENT SCHEDULE: The Department of Education shall issue this award in annual increments of One Hundred Ninety-Five Thousand, Eight Hundred Fifty-Six Dollars and Zero Cents (\$195,856.00) and is subject to the availability of funds in Federal Fiscal Year(s) 2021-2022, 2022-2023, and 2023-2024.) to Unique Xpression Ministries, Inc. in accordance with Attachment I (Terms and conditions), Attachment II (Compensation) and Attachment III (Budget).



ATTACHMENT I
Acceptance of Grant Award Terms and Conditions

1. Will comply with the provisions of the Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) Program as authorized under Title IV, Part B, of the Elementary and Secondary Education Act (ESEA), as reauthorized by Every Student Succeeds Act of 2015.
2. Will perform all services within the three-year performance period from **April 15, 2022 through December 31, 2024** and in accordance with the terms of the Application Narrative, Budget (Attachment III), and in accordance with the Nita M. Lowey 21st Century Community Learning Centers Title IV, Part B of the ESEA. Obligations made up to September 30th of each year shall have a 90-day liquidation period.
3. Will spend the total amount awarded not to exceed Five Hundred Eighty-Seven Thousand, Five Hundred Sixty-Eight Dollars and Zero Cents (\$587,568.00) in accordance with the attached approved Budget (Attachment III) and the attached Compensation (Attachment II). **Funding of Unique Xpression Ministries, Inc.'s Program is subject to the availability and receipt of federal funds appropriated for such purpose.**
4. Will present to the Virgin Islands Department of Education (VIDE) properly completed invoices that shall describe and document to the VIDE'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 Attachment II attached hereto and made a part of this agreement. Each invoice must be accompanied by applicable supporting documents, including but not limited to reports, plans, receipts and any other deliverables/documents due for the invoice period. Payments shall be made only after receipt of properly completed invoices; verification that the services invoiced was provided in accordance with Attachments II all necessary supporting documents were received and deemed sufficient. Invoices will be processed in accordance with all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to the use of these funds for the services provided hereunder.
5. Acknowledges VIDE shall have the right to withhold any disbursement due to Unique Expression Ministries or terminate funding, if the Unique Expression Ministries Program fails to comply with the rules of the 21st CCLC Program, Federal or local laws, any other applicable policies, and procedures, or for non-performance of services. The Nita M. Lowey VIDE 21st CCLC State Office will notify the District Superintendent and Unique Expression Ministries in writing in the event that the VIDE elects to exercise its right to withhold or terminate funding.
6. Shall return to VIDE for its disposition, any sum of money which the VIDE, its auditors or any other authorized representative has determined was not utilized in conformity with Attachment I and II or remains unspent at the termination.



7. Will provide the VIDE Nita M. Lowey 21st Century Community Learning Centers State Office (State Office) **monthly reports** of all funds expended by the 15th day of the succeeding month.
8. **State Contact:**
Carla King, 21st CCLC Program Manager
1834 Kongens Gade
St. Thomas, Virgin Islands 00802
Phone: 340-774-0100 ext. 8011
Email: Carla.king@vide.vi
9. The monthly reports shall encompass fiscal and programmatic components.
Fiscal:
 - a. Outline all expenditures for each activity associated with the services
 - b. Explain any unforeseen/unexpected expenditures
 - c. Invoices shall have attached all related time sheets, student attendance records, copies/cancelled checks, receipts, and vendor billings and invoices
Programmatic:
 - a. Delineate activities and services provided to students and each student's progress
 - b. Note accomplishments of program
 - c. Note challenges of program
10. Upon request, will provide at the end of the program term all documents, books, records, instructional material, programs, printouts, and memorandum of every description derived there from and pertaining to the program. All the aforementioned shall be made available throughout the program performance period for inspection upon request.
11. Shall not exclude persons from participating in, deny the proceeds of, or practice discrimination in the performance of the program on account of race, creed, color, sex, religion, national origin, or disability.
12. Will conduct services in an easily accessible, safe, and drug-free facility.
13. Will primarily target students who attend schools eligible for Title I schoolwide programs and their families.
14. Shall establish measurable goals for participant outcomes.
15. Shall supervise, manage, and control the Program.
16. Will ensure that an application is received for all students who wish to participate in the Program, and which shall be signed by the parent or legal guardian. The applications will be kept on file by Unique Xpression Ministries, Inc., and maintained in accordance with the confidentiality requirement stated in Paragraph 24.



17. Shall make its application, evaluation of its program, periodic program plan, and report relating to each program available for public inspection.
18. Shall give notice to the public of its program, including its location, schedule, objectives, and available of transportation if needed from the program to the participants' home or authorized drop-off destination.
19. Shall utilize a staff of well-trained instructors, counselors, and administrators, and ensure that the program is kept informed and in compliance relevant federal and local regulations by attending trainings provided to the program for such purpose.
20. Shall offer activities that are built on a strong foundation of research and effective educational practice.
21. Shall effectively employ advances in technology, as appropriate, including the use of computers.
22. Shall maintain direct communication with the teachers of the students attending the program through the use of a liaison and will report all data on the 21APR Data Collection System. This collected data will be made accessible to the State Office upon request.
23. Will use, manage, and dispose of all real property, equipment, supplies, and copyrights obtained by the Program acquired by this funding in accordance with the applicable sections of 34 CFR § 80.31 to § 80.34.
24. Shall comply with all local and federal laws regarding confidentiality and release of student information and shall release student information to a third party only upon obtaining proper authorization from VIDE.
25. The Grantee shall not assign nor contract any part of the project without the prior written consent of the Department of Education.
26. The Grantee agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur; sustain or be subjected to, arising out of or in any way connected to the services to be performed by the Grantee under this Agreement and arising from any cause, except the sole negligence of Government.
27. The Grantee covenants that this Agreement constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the project, which is the subject matter of this Agreement, are merged herein.
28. The Government, through the Program Monitor of this Grant Award, shall conduct program monitoring to ensure that program goals are being met.



29. If the project is not conducted in accordance with the terms hereof, Government will have the right to withhold out of any payment due to the Grantee, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising here from, 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 Grantee 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 the Grantee gives satisfactory assurance to Government that such claims will be paid by the Grantee or its insurance carrier, if applicable in the event that such contest is not successful.

Unique Xpression, Inc. shall maintain the following insurance coverages during the term of this Agreement:

- (a) GENERAL LIABILITY: Commercial General Liability Insurance, in a form acceptable to the Government on a "per occurrence" basis with a minimum limit of not less than, Three Hundred Thousand Dollars (\$300,000.00) per occurrence. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement

- (b) WORKERS' COMPENSATION: Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

30. Either party will have the right to terminate this Agreement with or without cause on **thirty (30)** days written notice to the other party specifying the date of termination provided, however, should grantee elect to terminate this Agreement and has in its possession funds that have been unexpended, said funds shall be returned to the Government. If this Agreement is being terminated by either party or a third party due to Grantee's misuse of said funds, Grantee shall reimburse said funds to the Government.

31. The Grantee covenants that it (includes owners, principals, partners, directors or officers) is:

- a. 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

- b. a Territorial officer or employee and, as such, has:
 - i. familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interests, including the penalties provision set forth in Section 1108 thereof;
 - ii. not made, negotiated or influenced this award, in its official capacity;
 - iii. no financial interest in the award as that term is defined in Section 1101, (1) of said Code Chapter.

32. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GRANTOR: **Department of Education**
1834 Kongens Gade
St. Thomas, VI 00802

GRANTEE: **Unique Xpression Ministries, Inc.**
394-224 Annas Retreat
St. Thomas, VI 00802

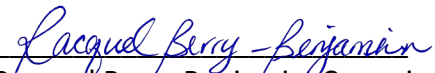
Attention:
Sharon Amey
Executive Director
Telephone: (340) 690-0303
Email: positiveyouthdevelopment.vi@gmail.com

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I, the undersigned and duly authorized representative of the **Unique Xpression Ministries, Inc.**, hereby certify that these assurances shall be fully implemented.

WITNESS:





Racquel Berry-Benjamin, Commissioner
Department of Education

04/11/2022
Date

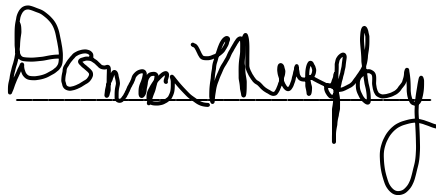
WITNESS:

Diana Farrington


Anthony D. Thomas, Commissioner
Department of Property and Procurement

6/13/2022
Date

WITNESS:




Sharon Amey
Executive Director
Unique Xpression Ministries, Inc.

4/6/22
Date