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**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HUMAN SERVICES
AND
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 19th day of September 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Human Services, Division of Family Assistance (DHS) and Virgin Islands Department of Education (VIDE), each a "Party" or collectively "Parties," through the Department of Property and Procurement.

WITNESSETH:

WHEREAS the Territory of the Virgin Islands through DHS is a recipient of a grant which is identified as Award #2201VIPREP by the United States Department of Health and Human Services (HHS), Administration on Children Youth Families (ACYF), and Family and Youth Services Bureau (FYSB), State Personal Responsibility Education Program (PREP) to address the high rate of teen pregnancy, HIV/AIDS, and other sexually transmitted diseases; and

WHEREAS the DHS is in need of an entity to implement the program funded by said grant which duties and responsibilities are more particularly described in Section 3 below; and

WHEREAS the DHS and VIDE have a common interest in ensuring the social positive development of children and providing the support services necessary to realize this interest; and

WHEREAS VIDE represents that it is willing and capable of providing such services.

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 September 30, 2023. DHS shall have the option to renew this MOU for two (2) additional periods of one (1) year each subject



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to the same terms noted herein, by providing VIDE with sixty (60) days written notice of DHS's election to renew.

2. COSTS

Although VIDE will not receive compensation under this MOU for its responsibilities hereunder, DHS will provide stipends directly to the educators and guidance counselors for participating in the program.

3. RESPONSIBILITIES/ TASKS

The purpose of this MOU is for DHS and VIDE to implement the instructional component of the Virgin Islands' PREP Reducing the Risk Curriculum & Making Proud Choices for Virtual Instruction by teaching students in Middle and High School the importance of abstinence and the use of contraceptives to prevent pregnancy and sexually transmitted infections (STIs), including HIV/AIDS. The following delineates responsibilities under this MOU:

3.1 DHS Responsibilities:

- (a) Train the educators and guidance counselors who will present curriculum to VIDE students.
- (b) Develop an evaluation plan.
- (c) Share final evaluation results with VIDE.
- (d) Pay Seven Hundred Fifty and 00/100 Dollar (\$750.00) stipends per training cycle to each VIDE educator or guidance counselor who has completed the training and refresher courses and complied with the requirements as specified in this MOU. The training cycle is one (1) marking period

3.2 VIDE Responsibilities:

- (a) Grant permission for the program to be implemented at VIDE high schools and middle schools.
- (b) Identify educators and/or counselors to be trained to administer the PREP.
- (c) Ensure all educators/counselors enrolled in the program agree to the following:
 - 1. Maintain program confidentiality
 - 2. Submit attendance records by the 5th day of each month for the prior month
 - 3. Conduct entrance and exit interviews. All Entrance Surveys will be administered by the educators who are implementing the PREP Program. The Exit Survey must be administered at the end of each implemented cycle and submitted to the DHS Director of the PREP Program.
 - 4. Submit to DHS Director of the PREP Program timely invoices on the approved invoice form along with entrance and exit data due one week after the end of each marking period
 - 5. Participate in required training and refresher courses each program cycle
 - 6. Participate in virtual meetings to discuss program experience, execution, and



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recommendations for next program cycle implementation

- (d) Grant permission for educators and/or counselors to attend and participate in the full training/certification process for the PREP curriculum to be used to identify the students to participate in PREP sessions.
- (e) Grant permission for participating students to complete pre and post surveys for DHS to evaluate the PREP curriculum with fidelity.
- (f) Appoint district coordinators to be the point persons/liaisons to assist and collaborate with DHS to successfully implement the PREP in the development of evaluations and agreements between DHS and VIDE.
- (g) Ensure a liaison participates in Continuous Quality Improvement (CQI) meetings with DHS after each cycle of implementation and provides feedback regarding program implementation once monthly to ensure the program is working optimally.
- (h) Complete program cycle data maintenance information including fidelity logs, evaluations, and other forms agreed upon by the parties.
- (i) Collaborate with DHS to provide PREP awareness activities to the VI Territory, to include having students and staff present information pertaining to the program, participate in advertising the program and have brochures in the classroom for dissemination.
- (j) Perform all other related duties and responsibilities to successfully implement the PREP.

3. DESIGNATED REPRESENTATIVE

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

Department of Human Services designates:

Cira Burke
Director, TANF/JOBS
1303 Hospital Ground
Knud Hansen Complex Building A
St. Thomas, VI 00803
340-774-0930

Department of Education designates:

Deshawn Williams
Social Emotional Learning Program Manager (St. Thomas/St. John)
1834 Kongens Gade
St. Thomas, VI 00802

Gisele Schjang
Social Emotional Learning Program Manager (St. Croix)
2133 Hospital Street
Christiansted, VI 00820



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4. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

5. 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.

6. 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.

7. 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.

8. 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.

9. TERMINATION

Either party will have the right to terminate this Contract with or without cause on thirty (30) days' written notice to the other party specifying the date of termination.

10. 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.

11. CONFLICT OF INTEREST



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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.

12. 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

Kimberley Causey-Gomez
Commissioner
Department of Human Services
3012 Golden Rock
Christiansted
St. Croix, VI 00820

Dionne Wells-Hedrington, Ed.D.
Commissioner Nominee
Department of Education 1834
Kongens Gade, St. Thomas, VI
00802

14. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES

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




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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





Kimberley Causey-Gomez, Commissioner
Department of Human Services

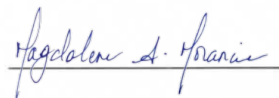
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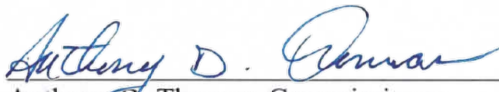
Date




Dionne Wells-Heddrington, Ed.D. Commissioner Nominee
Department of Education

9/2/22
Date




Anthony D. Thomas, Commissioner
Department of Property and Procurement

9/19/2022

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:


Assistant Attorney General

Date 9/19/2022