

# NOTIFICATION OF GRANT AWARD

THIS AGREEMENT is made this 23rd day of September 2025 in the Territory of the 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, VI 00802 (hereinafter referred to as "Government" or "Grantor") and **Lion Haven St. Croix Community Center, Inc.**, 3104 Estate Orange Grove, Christiansted, VI 00820 (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. SUBGRANTEE:**

Lion Haven St. Croix Community Center, Inc.  
3104 Estate Orange Grove,  
Christiansted, U.S. Virgin Islands 00820

**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 21<sup>st</sup> Century Community Learning Centers Every Student Succeeds Act (ESSA) of 2015 as established by the United States Congress

**4. TERM OF AWARD & PROJECT PERIOD: October 1, 2025 through September 30, 2027.**

**5. TYPE OF AWARD:** Sub-Grant Agreement Assurance

**6. PROJECT DESCRIPTION:** To operate the "Nita M. Lowey 21st Century Community Learning Center" at the Lion Haven St. Croix Community Center, Inc., 3021 Estate Orange Grove, Christiansted, St. Croix; and 207 Mon Bijou, Kingshill, St. Croix, U.S. Virgin Islands.

**7. AMOUNT OF AWARD:** Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00)

**8. PAYMENT SCHEDULE:** The Department of Education shall issue this supplemental constitutional award in annual allotments; One Hundred Fifty-Five Thousand Dollars and Zero Cents (\$155,000.00), during Year 1 the period October 1, 2025 to September 30, 2026; One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00), during Year 2 the period of October 1, 2026 to September 30, 2027, and is subject to the availability of funds in Federal Fiscal Year(s) 2025-2026, 2026-2027 to Lion Haven St. Croix Community Center, Inc. in accordance with Agreement term, Attachment II (Compensation) and Attachment III (Budget).

**9. OTHER PROVISIONS:** Attachments I, II, III, and Addendum I attached hereto are a part of this Notice of Grant Award and are incorporated herein by reference.

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**ATTACHMENT I**  
***Acceptance of Grant Award Terms and Conditions***

**Acknowledging that Lion Haven St. Croix Community Center, Inc. was awarded a Nita M. Lowey 21<sup>st</sup> Century Community Learning Center (21<sup>st</sup> CCLC) Program Sub Grant for a two-year period commencing October 1, 2025 and terminating September 30, 2027; and**

***Acknowledging, Lion Haven St. Croix Community Center, Inc. is obligated with terms stipulated in the Application Narrative, and Budget (Attachment III), and comply with the 21<sup>st</sup> Century Community Learning Centers Title IV, Part B of the ESEA; and***

1. Will comply with the provisions of the Nita M. Lowey 21st Century Community Learning Centers (21<sup>st</sup> CCLC) Program as authorized under Title IV, Part B, of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act of 2001 and replaced by the "Every Student Succeeds Act" (ESSA) of 2015.
2. Will perform all services within the performance period from **October 1, 2025 to September 30, 2027** and in accordance with the terms of the Project Design of Lion Haven St. Croix Community Center, Inc. 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 30<sup>th</sup> of each year shall have a 90-day liquidation period.
3. Will spend the total amount awarded not to exceed **Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00)** in accordance with the attached approved Budget (Attachment III) and the attached Compensation (Attachment II). **Funding of Lion Haven St. Croix Community Center, 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 monthly financial reports that shall describe and document to the VIDE's satisfaction, and shall contain information, including but not limited to, the services covered within the performance period, 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 financial report must be accompanied by applicable supporting documents, including but not limited to receipts, invoices, timesheets, canceled checks and any other deliverables/documents due for the performance period. Payments shall be made only after receipt of properly completed financial reports; verification that the services invoiced were provided in accordance with Attachments II all necessary supporting documents were received and deemed sufficient. Financial reports 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 or terminate funding, if the Lion Haven St. Croix Community Center, Inc. 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 Lion Haven St. Croix Community Center, Inc. in writing in the event that the VIDE elects to exercise its right to withhold or terminate funding.

6. Shall return to Virgin Islands Department of Education (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 (SEA) **monthly reports** of all funds expended by the 15th day of the succeeding month.

**State Contact:**

Carla King, 21<sup>st</sup> CCLC Program Manager  
1834 Kongens Gade  
St. Thomas, Virgin Islands 00802  
Phone: 340-774-0100 ext. 8011  
Email: Carla.king@vide.vi

8. 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

9. 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.

10. 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.

11. Will conduct services in an easily accessible, safe, and drug-free facility.

12. Will primarily target students who attend schools eligible for Title I schoolwide programs and their families.

13. Shall establish measurable goals for participant outcomes.

14. Shall supervise, manage, and control the Program.
15. 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 Lion Haven St. Croix Community Center, Inc., and maintained in accordance with the confidentiality requirement stated in Paragraph 23.
16. Shall make its application, evaluation of its program, periodic program plan, and report relating to each program available for public inspection.
17. 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.
18. 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.
19. Shall offer activities that are built on a strong foundation of research and effective educational practice.
20. Shall effectively employ advances in technology, as appropriate, including the use of computers.
21. 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 Profile and Performance Information Collection System (PPICS). This collected data will be made accessible to the State Office upon request.
22. 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 § 80.32 to § 80.34.
23. 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.
24. The Sub Grantee shall not assign nor contract any part of the project without the prior written consent of the Department of Education.
25. The Sub 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 Sub Grantee under this Agreement and arising from any cause, except the sole negligence of Government.

26. The Sub 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.
27. The Grantor, through the Program Monitor of this Grant Award, shall conduct program monitoring to ensure that program goals are being met.
28. 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 Sub 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 Sub 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 Sub Grantee gives satisfactory assurance to Government that such claims will be paid by the Sub Grantee or its insurance carrier, if applicable in the event that such contest is not successful.
29. Lion Haven St. Croix Community Center, Inc. shall maintain the following insurance coverages during the term of this Agreement:
- (a) GENERAL LIABILITY: General liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per occurrence. Insurance policy(cies) shall name The Government of the U.S. Virgin Islands as the certificate holder and additional insured via an endorsement.
  - (b) WORKERS' COMPENSATION: Sub Grantee 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 sub 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 Sub Grantee's misuse of said funds, Sub Grantee shall reimburse said funds to the Government.
31. The Sub 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

**SUB GRANTEE:** **Lion Haven St. Croix Community Center, Inc.**  
3021 Estate Orange Grove  
Christiansted, St. Croix, VI 00820

**Attention:**  
Justin Smith  
President  
Telephone: (340) 626-8712  
Email: donations@lionhaven.org

**33. Department Regulations and Requirements**

The Sub Grantee shall provide a list of names and copies of a Government-issued identification for all employees, paid or unpaid with wages, and all other persons not regarded as employees but identified by Sub Grantee as providing services under this Contract, within thirty (30) days prior to beginning services under this Contract. If any employee or person is to be substituted after submission of the list for any period of time during the period of service, the Sub Grantee shall submit the name and copy of a Government-issued identification of the proposed substitute employee in advance to VIDE's Office of the Superintendent, which shall indicate approval of the substitution before the person is allowed to begin services. Additionally, the Sub Grantee shall comply with the following:

A. Each employee of Sub Grantee or any other person who works with students under this Contract shall meet the following basic minimum requirements:

- i. Shall have a clean criminal background record.
- ii. Must not have pleaded guilty to or have been found guilty of any felony or misdemeanor for violations of drug laws; of any felony or offense against a person; any offense involving the endangerment of a child as prescribed by law; of any misdemeanor or felony for a sexual offense; of felony or misdemeanor for a weapons offence; or misdemeanor or felony for pornography or related offenses or of any similar crime in any federal state, municipal, or other court of similar jurisdiction. This paragraph shall also apply to any person who has pleaded guilty to or has been found guilty of any felony involving robbery, arson, burglary, or a related offence, or any similar crime, in any federal, state, territorial, municipal, or other court of similar jurisdiction within the preceding ten (10) years.
- iii. In the event that any person performing services under this Contract is accused of committing criminal acts or engages in conduct the Department deems is inappropriate or that may pose a risk to the health, safety, or well-being of students, the Department may request the removal of said person and Sub Grantee shall immediately remove said person. Said person shall provide no further services under this Contract.
- iv. Throughout the life of this Contract, upon written request by the Department, the Sub Grantee shall submit criminal background record checks and/or traffic record checks of persons within ten (10) days.

#### 34. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

**[THIS AREA IS INTENTIONALLY LEFT BLANK]**

I, the undersigned and duly authorized representative of the **Lion Haven St. Croix Community Center, Inc.**, hereby certify that these assurances shall be fully implemented.



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

09/04/2025

Date



Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

9/23/2025

Date



JUSTIN SMITH (Sep 3, 2025 13:12:15 EDT)

Justin Smith  
President  
Lion Haven St. Croix Community Center, Inc.

09/03/2025

Date