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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made this 25th day of September, 2025 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, **Department of Human Services (“DHS”)** and **Virgin Islands Department of Education (VIDOE”)**, each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

WHEREAS, Under 45 CFR Parts 260, 261, 262, 263, 264, and 265 Temporary Assistance for Needy Families (TANF) Program, the Department of Human Services is charged with the implementation of a Program that uses federal block grant funding to move welfare recipients into the permanent workforce. DHS is specifically required to manage this program under 45 CFR in the Virgin Islands and is responsible for implementing/managing the program required by 45 CFR etc. and

WHEREAS, The Jobs, Opportunities and Basic Skills (JOBS) Program has a federal mandate to move TANF recipients off assistance and into the permanent workforce before or by five (5) years from the recipient's date of registration with JOBS Program. The Department of Education will partner with the Department of Human Services to provide services to the JOBS Program as set out in its 2009 United States Virgin Islands Work Verification Plan in order for recipients to obtain the knowledge and skills necessary for educational achievement and/or up-grade, vocational and/or on the job training in various fields, as well as in the area of employment readiness; and

WHEREAS, Pursuant to 3 V.I. Code Section 96, the Department of Education has authority and jurisdiction to promote the cause of education and achieve a high level of general education and administer a comprehensive system of vocational education, including, but not limited to, technical skills necessary for employment in the U.S. Virgin Islands crafts, business and industry.

NOW, THEREFORE, the parties mutually agree to the terms and conditions set forth herein as follows:

1. SERVICES

The Virgin Islands Department of Education (VIDOE) will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this MOA.

2. TERM AND EFFECTIVE DATE



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The term of this MOA shall be from October 1, 2024 to September 30, 2026. Upon the date of execution of this by the Governor of the U.S. Virgin Islands, this MOA shall become effective for the Term set out herein. The Government in its sole discretion, shall have the option to renew this MOA for two (2) additional two-year periods subject to the same terms noted herein, by providing the VIDOE with sixty (60) days written notice of the Government's election to renew.

3. COMPENSATION

The Department of Human Services, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay the Virgin Islands Department of Education a sum not to exceed **Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)**. Renewal options will be compensated at the same rate, in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this MOA.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this MOA, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

VIDOE when applicable, will present documented precise records of time and/or money expended under this MOA.

6. PROFESSIONAL STANDARDS

VIDOE agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this MOA shall become the property of the VIDOE and shall be turned over to it at the termination of this MOA. The above-described.



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materials shall not be used by VIDOE or by any other person or entity except upon the written permission of the Government.

8. ASSIGNMENT

VIDOE shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

9. INDEPENDENT CONTRACTOR

VIDOE shall perform this MOA as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

10. GOVERNING LAW

This MOA shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

11. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOA 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 MOA, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

12. ENTIRE AGREEMENT

This MOA constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

13. RIGHT TO WITHHOLD

If work under this MOA is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to VIDOE, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, 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 VIDOE in writing in the event that it elects to exercise its right to withhold.



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No such withholding or application shall be made by Government if and while VIDOE gives satisfactory assurance to Government that such claims will be paid by VIDOE its insurance carrier, if applicable in the event that such contest is not successful.

14. CONDITION PRECEDENT

This MOA shall be subject to the availability and appropriation of funds and to the approval of the Governor of the U.S. Virgin Islands.

15. TERMINATION

Either party will have the right to terminate this Contract with or without cause on Sixty (60) days written notice to the other party specifying the date of termination.

16. PARTIAL TERMINATION

The performance of work under this MOA may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing Sixty (60) days written notice to the VIDOE. This partial termination shall be effected by delivering to the VIDOE a Notice of Partial Termination specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which such termination becomes effective. The VIDOE shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the Sixty (60) day notice.

17. 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 MOA on account of race, creed, color, sex, religion, disability or national origin.

18. CONFLICT OF INTEREST

VIDOE covenants 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 MOA.

19. NOTICE

Any notice required to be given by the Terms of this MOA 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:



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GOVERNMENT

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas U.S. Virgin Islands 00802

Averil E. George
Commissioner
Department of Human Services
1303 Knud Hansen
St. Thomas U.S. Virgin Islands 00802

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

20. LICENSURE

VIDOE covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

21. OTHER PROVISIONS

Addenda I, II, and Attachment A attached hereto are a part of this MOA and are incorporated herein by reference.

22. DEBARMENT CERTIFICATION

By execution of this MOA, the VIDOE certifies that it is eligible to receive awards using federally appropriated funds and that it has not been suspended or debarred from entering into agreements with any federal agency. VIDOE shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT". In the event VIDOE or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the



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VIDOE or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the VIDOE or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

23. FALSE CLAIMS

VIDOE warrants that it shall not, with respect to this MOA, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. VIDOE acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

24. NOTICE OF FEDERAL FUNDING

VIDOE acknowledges that this MOA is funded, in whole or in part, by federal funds. VIDOE warrants that it shall not, with respect to this MOA, make or present any claim knowing such claim to be false, fictitious, or fraudulent. VIDOE acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

27. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

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The parties have hereunto set their hands on the day and year first above written.

GOVERNMENT OF THE VIRGIN ISLANDS

Averil E. George

Date: 09/02/2025

Averil E. George, Commissioner
Department of Human Services

Lisa A. Alejandro

Date: 09/08/2025

Lisa A. Alejandro, Commissioner
Department of Property and Procurement

Dionne Wells-Hedrington

Date: 09/02/2025

Dionne Wells-Hedrington, Ed.D., Commissioner
Virgin Islands Department of Education

APPROVED:

Honorable Albert Bryan Jr.

Date: 9/25/2025

For: GOVERNOR OF THE U.S. VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

Tyler Williams

Date 09/11/2025