

**VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
ST. THOMAS, V.I. 00804-1450**



ALVA C. MCFARLANE SCHOLARSHIP AGREEMENT

SC-32-20

This Agreement is entered into on this ^{17th} ~~15th~~ day of June, 2020 ^{8/}
between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY**, ("VIWAPA"), of
P.O. Box 1450, St. Thomas, U.S. Virgin Islands 00804 and **N'KOSI K. BENJAMIN**
("**Recipient**") and **GERYL MILLER** (hereinafter referred to as "Co-Signer") of 134
Catherine's Rest, Christiansted, VI, 00820. VIWAPA, the Recipient and the Co-Signer
will be collectively referred to as "the Parties" in this Agreement.

1. PURPOSE AND CONSIDERATION: VIWAPA's ability to provide for future efficient and dependable operations is reliant on skilled individuals in technical and craft positions. As an investment in these vital personnel resources, VIWAPA is offering a five- year scholarship to Recipient upon enrollment in the Florida Institute of Technology (FT) Bachelor of Mechanical Engineering program. The value of this scholarship is up to **SIXTY THOUSAND DOLLARS AND 00/100, (\$60,000.00)** and will be pro-rated not to exceed \$12,000 per academic year (\$6,000.00 per semester), including certain expenses. This award requires the Recipient's successful completion of the degree program and engaging in full time employment with Authority upon award of the degree. The Recipient further agrees to be bound by the terms and conditions governing the award of this scholarship.

Co-Signer in accordance with the Co-Signer Agreement attached hereto and made a part hereof as Exhibit "A", agrees to guarantee the repayment of all amount of scholarship money given to Recipient by the Authority should Recipient fail to comply with the terms of the Scholarship Agreement and the agreement is terminated by the Authority.

2. TERMS AND CONDITIONS: In consideration of the mutual promises and covenants hereinafter set forth, VIWAPA agrees to award and does hereby award a scholarship, in the amount of \$60,000, to Recipient to assist in his pursuit of a Bachelor in Mechanical Engineering degree through the Florida Institute of Technology (hereinafter "FT"), pro-rated at an amount (inclusive of expenses) not to exceed \$12,000 per academic year (\$6,000.00 per semester). FT shall hereinafter be referred to as the "University".

In consideration of the scholarship monies awarded to Recipient, the Recipient agrees to accept and does hereby accept a five (5) year scholarship for EDUCATION AND TRAINING to obtain a Bachelor of Mechanical Engineering degree from FT as specified in the TERMS AND CONDITIONS below set forth.

- a. Recipient agrees to enroll at FT, and to satisfactorily complete his studies so that he is awarded a Bachelor of Mechanical Engineering degree.
- b. Recipient, unless otherwise agreed to in writing by VIWAPA, shall commence his studies at FT in the Fall semester of 2020, and will continue his studies up to and including the Spring semester of 2025.

- c. VIWAPA, to the extent not limited by other provisions contained in this Agreement, shall pay, during the five (5) year period of Recipient's study, Recipient's expenses attendant to his studies at the University, to include tuition, university fees, on campus room and board, course books, school supplies, and one laptop computer (subject to VIWAPA's review and approval of the laptop, specifically not to exceed \$750.00 is permitted). The amount paid for expenses will be deducted from the pro-rated scholarship proceeds amount in the academic year they are incurred. Miscellaneous expenses (i.e. clothing and personal items) are not included.
- d. Recipient shall, at the conclusion of each semester, immediately request a duly certified copy of Recipient's transcript from the University for said semester and provide it to VIWAPA within ten (10) days of Recipient's receipt thereof. The Authority may withhold payment of scholarship proceeds should the Recipient fail or refuse to provide a certified copy of his transcript. **VIWAPA shall not pay for recipient to repeat any classes failed by Recipient.**
- e. Recipient agrees to add VIWAPA to Recipient's FERPA (Family Educational Rights and Privacy Act) form at the start of each academic year and provide a certified copy of said document within 30 days of filing the completed FERPA form with the Registrar's Office. VIWAPA may contact the University from time to time to obtain such information as VIWAPA may deem appropriate in connection with the Scholarship

Agreement. Failure to present a signed certified copy of the FERPA form within 30 days of the start of the academic year may result in the loss of scholarship funds.

- f. For the first bill of the first semester, VIWAPA shall, upon presentation by the Recipient of an invoice for the tuition, on-campus fees, and room and board amounts owed, make payment therefore within the limits of the pro-rated amount due each semester. For all subsequent payments, VIWAPA shall make payment to the University upon receipt of an original invoice for the tuition, up to the pro-rated amount of on-campus fees, and room and board amounts owed, provided a duly certified copy of Recipient's transcript from the prior semester has been submitted. VIWAPA shall make payment upon receipt of the afore-referenced information upon verification by the University that Recipient has met the full time student status as described in Section three (3)(d) herein and the requisite grade point average as described in Section three (3)(c) herein.
- g. Subject to verification and approval by VIWAPA, VIWAPA shall reimburse Recipient, within thirty (30) days after receiving from him original receipts of actual out-of-pocket expenses for course books, registration, and other required fees and expenses directly related to the academic year during which they are incurred up to the pro-rated amount due for each semester. VIWAPA may, at its option, make direct payment to the University or Vendor to cover the expenses. All

expenses and costs referenced herein are to be deducted from the Scholarship proceeds.

- h. Recipient may, at his option and with VIWAPA's consent, during any summer semesters obtain summer employment with VIWAPA, or continue his course of study on a full-time basis for the summer semester at the University on the same terms and conditions as set forth herein.
- i. Within fifteen (15) days after graduation, Recipient must provide to VIWAPA a certified copy of the Bachelor's Degree earned from the University. Recipient shall within thirty (30) days or such other time agreed by the Recipient and the Authority in writing, after successful completion of his studies in Mechanical Engineering in Spring 2025, become a full-time employee of VIWAPA, provided that Recipient passes his pre-employment screening. If Recipient fails to pass his pre-employment screening, VIWAPA has the option to terminate this Agreement upon thirty (30) days written notice and Recipient and/or his Co-signer must repay the scholarship monies expended, plus interest as described in section six (6) herein.
- j. Recipient agrees to work for VIWAPA for the same number of years it took for Recipient to obtain his degree or such other lesser time period that the Authority, in its sole discretion, may authorize. Recipient will work at the prevailing rate for the position offered. Recipient will have

satisfied his obligations to VIWAPA after maintaining employment with VIWAPA for the requisite number of years.

- k. In the event of any overpayment to Recipient of scholarship proceeds during the term of the agreement, Recipient agrees to repay the VIWAPA the full amount of the overpayment, without interest, through bi-weekly payroll deductions at an amount to be determined by the Authority but no more than \$250.00 bi-weekly until balance is paid in full. If Recipient fails to return to work for the Authority, he will be in breach of this agreement and Recipient and/or her Co-signer will pay interest on the overpaid amount at 9% compounded annually.
- l. Should Recipient not fulfill the term of his employment obligation, Recipient agrees to forfeit any amount due him for accumulated annual leave against all outstanding sums (to include any overpayment, if any) owed to the VIWAPA. Any balance owed the Authority thereafter remains the responsibility of the Recipient and/or his Co-signer.
- m. Should Recipient not fulfill the term of his employment obligation, Recipient agrees to forfeit any amount due him for accumulated annual leave against all outstanding sums (to include any overpayment, if any) owed to the VIWAPA. Any balance owed the Authority thereafter remains the responsibility of the Recipient.
- n. Co-Signor shall guarantee Recipient's repayment of all scholarship proceeds dispensed by the Authority for the Recipient should Recipient

fail to comply with the terms and conditions of this scholarship agreement and the agreement is terminated by the Authority.

- o. Co-Signor agrees to repay all or any part of the scholarship proceeds that remains unpaid should Recipient default on the agreement and the obligation to repay the scholarship proceeds.

2. PERFORMANCE: Recipient, in further acceptance of the scholarship pledges to do the following:

- a. To fully comply with all the University's standards of conduct, rules and regulations;
- b. To diligently and conscientiously apply himself to the study of Mechanical Engineering and the requirements thereof;
- c. To maintain a grade point average ("GPA") each semester of at least 2.5 on a 4.0 grading scale, if the University utilizes a 4.0 grading scale for the first two (2) years of his studies and thereafter, a 3.0 GPA for each subsequent year in Recipient's major field of study, Mechanical Engineering, as required by the University. **VIWAPA shall not pay for Recipient to repeat any classes;**
- d. To maintain "full-time student" status as the University defines that term; and
- e. To not engage in any full-time employment or part-time employment of more than twenty (20) hours per week while enrolled at the University, which work may diminish his ability to fully perform all his obligations under this Agreement.

3. **SUSPENSION:** At any time during the term of this agreement, the Authority may, at its option, suspend the Scholarship Agreement, taking into consideration all applicable circumstances, including but not limited to absenteeism, poor grades, efforts to bring up GPA, and other extenuating circumstance that impact Recipient's ability to perform. During the period of the suspension, the Authority will not be responsible for any payments under the Scholarship Agreement. The Authority may resume the agreement once Recipient has demonstrated that the circumstance affecting his ability to perform has been addressed.

4. **PERFORMANCE EXCUSED:** Recipient's performance is excused only upon VIWAPA's written consent or as a result of Recipient's death, permanent disability, incapacity, or similar circumstances where Recipient's performance is rendered impossible. VIWAPA may not unreasonably withhold its written consent to Recipient when he submits a written request, with reasons therefore supported by medical or other documentation or information pertinent to the request that VIWAPA excuse Recipient's performance and stop all future payments of the scholarship monies to either him or the University.

5. **PERFORMANCE NOT EXCUSED:** In the event that Recipient submits a written request, with supporting documentation as referenced in Paragraph 4 above, that VIWAPA terminate the scholarship monies to him or the university, and the reasons stated are not acceptable to VIWAPA, or if Recipient fails to fulfill the obligations as stated herein, Recipient shall be deemed indebted to VIWAPA (hereinafter "Unexcused Performance"). The indebtedness shall be equivalent to the total amount of money expended to Recipient and/or on Recipient's behalf. Said indebtedness shall accrue

interest at the annual rate of nine percent (9%) compounded annually. VIWAPA may also seek to recover from the Recipient or Recipient's estate all amounts due as a result of the premature termination of the scholarship award or upon his failure to fulfill his obligations hereunder.

6. TERMINATION: Notwithstanding anything herein to the contrary, VIWAPA shall have the option to terminate this Agreement upon thirty (30) days written notice to the Recipient in the event that Recipient becomes permanently disabled or if the Recipient otherwise fails to fulfill any of the obligations of the Scholarship Agreement. The Recipient shall be deemed to have become permanently disabled, if, during the term of this Agreement or renewal hereof, Recipient, because of ill health, physical or mental disability, or for other causes beyond his control, shall have been continuously unable or unwilling or shall have failed to perform his duties hereunder for 30 consecutive days. VIWAPA shall exercise its option to terminate when notice is given to Recipient of its intention to terminate the Agreement on the last day of the month during which such notice is mailed by registered mail addressed to the Recipient. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as the original date set forth for the termination of the Agreement. Under these circumstances, Recipient shall not be indebted to VIWAPA for any monies it paid to him or on his behalf, nor is he obligated to assume full-time employment with VIWAPA at any time.

7. TRANSFER TO ANOTHER COLLEGE/UNIVERSITY: Upon sufficient written notice to VIWAPA explaining the reasons therefore, and the written consent of VIWAPA, Recipient may transfer to another college or university and obtain his

Bachelor's Degree in Mechanical Engineering. All provisions of this Agreement shall apply in the event of such transfer.

8. AVAILABILITY OF FUNDS: VIWAPA's payment of Recipient's expenses at the university is contingent upon the availability and appropriation of funds for this purpose by the Virgin Islands Water and Power Authority's Governing Board. Absent availability and appropriation of funds, the Parties shall not be bound to this Agreement.

9. NON-ASSIGNABILITY: None of the benefits to which Recipient is entitled to under neither this Agreement nor the duties he is in turn obligated to perform may be assigned, sold or otherwise transferred to a third-party.

10. GOVERNING LAW: It is mutually understood and agreed that this Agreement shall be governed in all respects by the laws of the U.S. Virgin Islands, including but not limited to, matters of formation, validity, construction, interpretation and performance.

11. JURISDICTION: Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions shall be instituted only in a court of competent jurisdiction in the Territory of the U.S. Virgin Islands.

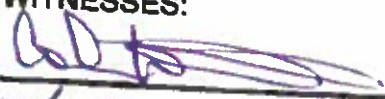
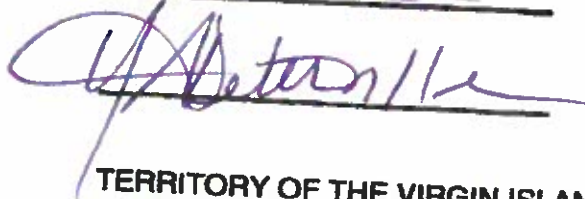
12. NOTICE: Any written notice, required or permitted to be given consistent with the Parties' agreement, is considered given at the time that it is delivered, whether personally or mailed by registered or certified mail postpaid, to the address of the Parties designated: to Recipient and Recipient's Co-Signer at P.O. Box 2105, Frederiksted, VI, 00841, and to VIWAPA at P.O. Box 1450, St. Thomas, U.S. Virgin Islands 00804-1450 to the Attention of the Director of Human Resources.


13. ENTIRE AGREEMENT: Except as otherwise specifically stated, this Agreement represents the entire agreement of the Parties. The Parties have not agreed to any other promises, terms, conditions, or obligations. This Agreement is intended to supersede all previous communications, representations, or agreements, either verbal or written, between the Parties.

14. MODIFICATIONS: The terms of this Agreement shall not be modified or changed, except in a writing signed by the Parties.

IN WITNESS WHEREOF, the Parties placed their signatures on the day, month, and year above written.

WITNESSES:


N'KOSI K. BENJAMIN
Recipient

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) ss:



On this the 15th day of June 2020, before me the undersigned, personally appeared N'Kosi K. Benjamin, to me known to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for purposes therein contained.

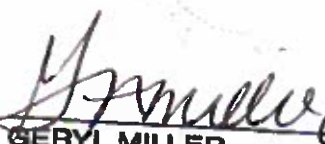
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Yolande Straker-Francis
NP-71-16
Commission Expires: September 8, 2020


NOTARY PUBLIC

WITNESSES:


GERYL MILLER
Co-Signer

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) ss:


On this the 15th day of June 2020, before me the undersigned, personally appeared Geryl Miller, to me known to be the person described in the foregoing instrument and acknowledged that she executed the same in the capacity therein stated and for purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Yolande Straker-Francis
NP-71-16
Commission Expires: September 8, 2020


NOTARY PUBLIC

WITNESSES:





V. I. WATER & POWER AUTHORITY

BY:

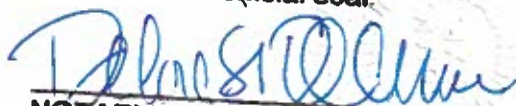


LAWRENCE J. KUPFER
Executive Director/CEO

TERRITORY OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS/ST. JOHN

On this the 17th day of June 2020, before me the undersigned,
appeared Lawrence J. Kupfer, Executive Director/CEO of the Virgin Islands Water and
Power Authority, to me known to be the person described in the foregoing instrument
and acknowledged that he executed the same in the capacity therein stated and for
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC

APPROVED AS TO LEGAL SUFFICIENCY:



Lorelei Farrington Esq.
General Counsel

Cyber 6/5/2020