

MEMORANDUM OF UNDERSTANDING
between
ROGER WILLIAMS UNIVERSITY
and
CITY OF CENTRAL FALLS

Dated as of June 1, 2016

This Memorandum of Understanding (“Memorandum”) is hereby entered into by and between Roger Williams University (“RWU”) and the City of Central Falls, Rhode Island (“CF”). RWU and CF are individually referred to herein as a “party” and collectively as the “parties”.

WHEREAS, RWU is an independent, non-profit, Rhode Island institution of higher education with a recognized School of Continuing Studies (“SCS”).

WHEREAS, RWU’s School of Continuing Studies (“SCS”) includes a Center for Workforce and Professional Development and a robust array of degree offerings which provide current and prospective field practitioners with a foundation based on theory, skill development, and practice to address the challenges facing communities. In addition, SCS students engage in community-based work with grassroots organizations, municipalities, and community-based organizations to strengthen impact and connections;

WHEREAS, CF is a municipal corporation representing a diverse community of nearly 20,000 Rhode Islanders with over 60% of its residents being Latino, over 38% of its residents being born in a foreign country, over 60% of its 1,066 businesses being minority business enterprises, and a median household income of \$28,842.

WHEREAS, RWU and CF have discussed the ability of SCS to deliver certain educational and certificate programming that works with the needs of CF citizens, including dual enrollment opportunities with middle and high schools, workforce development and degree completion programs as well as the prospect of RWU seeking permission from the New England Association of Schools and Colleges (“NEASC”) to deliver credit bearing programs through SCS to CF residents at Central Falls High School; and

WHEREAS, the parties realize that they have the potential to form a mutually beneficial relationship and recognize the value of establishing a formal relationship to work together in order to leverage each other’s strengths.

NOW, THEREFORE, RWU and CF wish to enter into this Memorandum of Understanding to formally set forth the understanding of the parties in regards to their relationship and therefore, for good and valuable consideration, hereby agree as follows:

I. EFFECTIVE DATE AND TERM

This Memorandum is effective June 1, 2016, provided all parties have executed it, and shall continue in effect until terminated as provided in Section V, herein.

II. COLLABORATIVE EDUCATIONAL PROGRAMS & ACTIVITIES

The parties shall collaborate on a plan to provide for the delivery of certain educational programs. Such plan may include, but not be limited to, the following components:

- SCS delivery of a cadre of educational programs that work with the needs of CF citizens, including dual enrollment opportunities with middle and high schools, workforce development programs and degree completion programs.
- SCS delivery of workforce development programs in CF and in Spanish when necessary.
- RWU efforts to secure NEASC approval of CF High School as an educational site to deliver SCS credit-bearing coursework and programs.
- Availability of a reduced SCS tuition rate of \$250/credit and \$750/course to CF citizens who enroll in educational programs offered by SCS.
- RWU work in partnership with CF's Mayor's Office to coordinate educational opportunities that align with CF's economic development efforts.
- Collaboration in promoting the opportunities hereunder to the targeted populations to be served.

III. ADDITIONAL ACTIVITIES

In addition to the above educational programs and activities, the parties shall regularly look for opportunities to collaborate on matters of mutual interest. Any such agreed-upon activities shall be documented by a duly authorized, signed amendment to this Memorandum.

IV. DESIGNATION OF LIAISONS & MEETINGS

Each party shall designate an employee to act as the designated day-to-day liaison between the parties.

Upon execution of this Memorandum, the parties shall form a working group comprised of SCS staff and faculty and key CF personnel designated by CF's mayor to include, but not limited to, representatives from CF's School District, Planning & Economic Development Department and Housing Authority, the purpose of which working group is to align the parties' efforts and programming.

Also during the term of this Memorandum, the parties shall arrange for regular operational meetings of key personnel to address on-going projects and activities and other matters of interest and concern between the parties. In addition to the regular operational meetings referenced above, the parties shall meet on an annual basis to review the terms of this Memorandum and determine whether any modifications are warranted. Any mutually agreed upon changes will be documented by a duly authorized, signed amendment to this Memorandum.

V. TERMINATION

This Memorandum may only be terminated as follows:

1. The parties may mutually agree to terminate this Memorandum at any time by a signed written agreement.
2. A party may terminate this Memorandum for any reason or for no reason at all upon thirty (30) days written notice to the other party. Should this Memorandum be terminated pursuant to this Section V(2) and such effective termination date will be prior to the conclusion of an already commenced program or programs, the parties will agree to continue all terms of this Memorandum through the conclusion of such program(s).
3. A party may terminate this Memorandum immediately by written notice to the other party upon the occurrence of any of the following events involving the non-terminating party:
 - Bankruptcy, receivership, or dissolution of a party; or
 - Refusal by a party to abide by regulatory requirements or a material term or obligation outlined in this Memorandum.

VI. ACCESS TO RECORDS

The parties shall discuss in advance what, if any, information and records must be shared in order to perform the activities outlined herein. In the event it is determined that any particular information and/or records should be shared, the parties shall enter into an appropriate written confidentiality and records access agreement to govern the sharing of such.

VII. INDEMNIFICATION

Except as otherwise noted in this Memorandum:

- RWU hereby agrees to indemnify and hold harmless CF and its trustees, directors, officers and employees against any losses, expenses (including reasonable attorneys fees), claims, damages or liabilities to which CF and its trustees, directors, officers and employees become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any negligent and/or intentional act or omission of RWU in performance of or in any way arising out of any breach by RWU of its obligations under this Memorandum.
- CF hereby agrees to indemnify and hold harmless RWU and its trustees, directors, officers and employees against any losses, expenses (including reasonable attorneys fees), claims, damages or liabilities to which RWU and its trustees, directors, officers and employees become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any negligent and/or intentional act or omission of CF in performance of or in any way arising out of any breach by CF of its obligations under this Memorandum.

VIII. RELATIONSHIP

The parties' relationship to each other shall be that of independent contractors. Nothing contained in this Memorandum shall make the employees of one party the employees of another party. Each party shall be responsible for managing the affairs of its own respective corporation, and in the conduct of their business and in the performance of their respective obligations under this Memorandum the parties shall comply with all applicable statutes, ordinances, rules, regulations and licensing requirements of any and all federal, state, municipal, and international authorities. In addition, each party shall maintain customary, appropriate and, if necessary by law, required levels of insurance (general liability; property & automobile; workers' compensation) during the term of this Memorandum.

IX. NON-DISCRIMINATION

The parties shall perform their respective obligations hereunder without regard to the race, color, sex, sexual orientation, gender identity or expression, age, religion, national origin, disability, veteran status, or any other basis protected under applicable federal or state law of any employee, student or representative.

X. MISCELLANEOUS PROVISIONS

1. Notices: Any notice, request or other communication required to be given under this Memorandum shall be in writing and shall be deemed to have been given when delivered in person or being deposited in the mail to the party. Except as changed by notice in writing to the other parties, notice shall be delivered to the attention of the following individuals at the respective party's address listed below:

RWU:	with a copy to:
Jamie E. Scurry	Office of General Counsel
Dean, School of Continuing Studies	Roger Williams University
Roger Williams University	One Old Ferry Road
One Old Ferry Road	Bristol, RI 02809
Bristol, RI 02809	

CF:	with a copy to:
Mayor's Office	City Solicitor
City Hall	580 Broad Street
580 Broad Street	Central Falls, RI 02863
Central Falls, RI 02863	

2. Timely Performance: The parties will each use their best efforts to perform their respective obligations hereunder in a timely manner and within any time frames, if any, specified herein.
3. Assignment: No party may assign its rights or obligations under this Memorandum without the prior written consent of the other two parties.

4. Entire Agreement and Amendment: This Memorandum constitutes the final expression of the agreement between the parties; it is intended as a complete and exclusive statement of the terms of their agreement; and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. This Memorandum shall not be changed, modified, supplemented or amended except by express written agreement signed by the parties.
5. Publicity: The parties shall collaborate and mutually agree on any publicity regarding this Memorandum and the activities provided for hereunder. Exceptions to this are a party's own publications to its respective communities and periodic reports issued by any party.
6. No Waiver: No party shall be deemed to waive any rights hereunder unless such waiver is in writing and signed by all parties. The failure of a party to execute a right or to require performance by another party of any part of this Memorandum shall not affect the full right to exercise such right or to require performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this Memorandum constitute a waiver of any later breach of the same or any other provision.
7. Governing Law: This Memorandum shall be governed by and construed in accordance with the laws of the State of Rhode Island.
8. Counterparts: This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement.
9. Headings: The headings of this Memorandum are inserted for convenience only and are not to be considered in construction of the provisions hereof.

IN WITNESS WHEREOF, each of the parties has caused this Memorandum of Understanding to be executed by their respective, duly authorized officers.

ROGER WILLIAMS UNIVERSITY

CITY OF CENTRAL FALLS, RI

By: _____

By:  _____

Name: Jerome F. Williams

Name: James A. Diossa

Title: EVP, Finance & Administration

Title: Mayor

Date: _____

Date: 5-25-2014

By: _____

Name: Jamie E. Scurry

Title: Dean, School of Continuing Studies

Date: _____