

**MEMORANDUM OF UNDERSTANDING
FOR HUMAN RESOURCE AND INFORMATION TECHNOLOGY SERVICES
BETWEEN THE CITY OF CENTRAL FALLS
AND THE CENTRAL FALLS SCHOOL DISTRICT**

This Memorandum of Understanding is entered into by the City of Central Falls (hereinafter, "City") and the Central Falls School District (hereinafter, "School District") effective the 22 day of September, 2014.

WHEREAS, the City and the School District fully appreciate the need to improve service delivery and realize financial, organizational, and operational efficiencies;

WHEREAS, the City and the School District have recognized that consolidation of services represents a potential way to achieve said improvements and efficiencies;

WHEREAS, the City and the School District have recognized that human resource and information technology services is two areas in which services can be consolidated in a manner that achieves said improvements and efficiencies;

WHEREAS, the City and the School District wish to ensure that said consolidation occurs in a manner that permits both the City and the School District to fulfill their legal duties and otherwise receive human resource and information technology services in an equitable and efficient fashion;

WHEREAS, the City and the School District recognize that consolidated human resource and information technology services will involve fiduciary duties to both the City and School District;

WHEREAS, the City and the School District recognize that consolidated human resource and information technology services will involve access to confidential information that must be protected;

WHEREAS, the City and the School District recognize that consolidation of human resource and information technology services is a major undertaking with potentially unforeseen implications, and wish initially to consolidate said services on an interim, trial basis in order to allow sufficient time to permit the parties to determine whether the arrangement is workable;

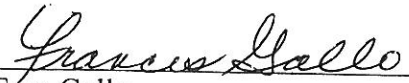
NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The City shall utilize human resources and information technology services from the School District in accord with the terms and conditions of this Agreement.
2. The Human Resource Services shall be provided by the School District's Human Resources Director. Said Director remains an employee of the District.

3. Said Director shall report to the Superintendent of Schools with respect to human resource issues relating to the School Department. The Superintendent of Schools shall supervise and direct said Director with respect to the human resource issues relating to the schools.
4. Said Director shall report to the Mayor and/or his designee with respect to human resource issues relating to the City. The Mayor and/or his designee shall supervise and direct said Director with respect to the human resource issues relating to the City.
5. The Information Technology Services shall be provided by the School District's Department of Information Technology. Said Information Technology Employees ("Employees") remain employees of the District.
6. Said Employees shall report to the Superintendent of Schools with respect to information technology issues relating to the School Department. The Superintendent of Schools shall supervise and direct said Employees with respect to the information technology issues relating to the schools.
7. Said Employees shall report to the Mayor and/or his designee with respect to information technology issues relating to the City. The Mayor and/or his designee shall supervise and direct said Employees with respect to information technology issues relating to the City.
8. It is understood and agreed by the parties that the Director and Employees will be privy to confidential information on behalf of the School District and shall not share said information with the City unless consented to by the School District. It is further understood and agreed by the parties that the Director and Employees will be privy to confidential information on behalf of the City and shall not share said information with the District unless consented to by the City.
9. It is understood and agreed by the parties that the City and School District may potentially be in positions of conflict. It is understood that the Director and/or the Employees will recuse him/herself from any situations or discussions involving the potential for such a conflict of interest. Further, it is understood that neither the City nor the School District or Superintendent will involve or attempt to involve the Director and/or Employees in any situation involving such a potential conflict of interest. The Director and/or Employees shall still be responsible for providing any and all documents, data and requested information to the City as it pertains to city matters and to the School District as it pertains to school department matters.
10. It is anticipated that the Director of Human Resources will generally perform District human resource services 28 hours per week, and City human resource services 12 hours per week. The City will pay the District \$2,500 per month not to exceed \$35,000 per year. However, both parties agree to cooperate in good faith in the event that either requires a greater share of time in order to deal with an emergency and/or temporary increase in workload at either the City or the School District.

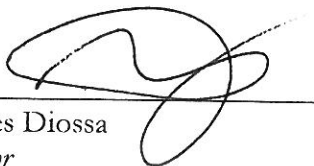
11. It is anticipated that the Department of Information Technology will generally perform City information technology 10 hours per week. The City will pay the District \$1,500 per month not to exceed \$20,000 per year. However, both parties agree to cooperate in good faith in the event that either requires a greater share of time in order to deal with an emergency or a temporary increase in workload at either the City or the School District.
12. This agreement will remain in full force and effect until January 2, 2015 as long as all parties are in agreement. This agreement shall automatically, annually renew each subsequent year for one (1) year unless either party terminates the agreement in writing by January 1 of that year.
13. The parties agree to meet and confer in good faith on a monthly basis regarding the implementation of this agreement and extensions and amendments thereto.


THE CENTRAL FALLS SCHOOL DISTRICT:


By: 
Dr. Fran Gallo
Superintendent

Date: 11-7-2014

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
Administrative and Finance Officer

Date: 11-10-2014