

**MEMORANDUM OF AGREEMENT BETWEEN
CENTRAL FALLS SCHOOL DISTRICT and
RHODE ISLAND COLLEGE for
COOPERATIVE SERVICES**

This agreement is entered into by the Central Falls School District (“District”) and Rhode Island College (“College”), hereinafter collectively referred to as the “Parties.”

WHEREAS, a cooperative relationship between the College and the District will further the essential goals and purposes of both institutions;

WHEREAS, the students in the District face substantial challenges in obtaining the level of educational achievement necessary to allow them to compete in a 21st century economy that relies intensely on skills and knowledge. These challenges include, but are not limited to, limited English proficiency and poverty;

WHEREAS, the majority of students in the District lag far beyond their peers in measures of educational achievement, including but not limited to standardized test scores, high school graduation, and enrollment in college or other post-secondary education;

WHEREAS, the College can offer numerous resources to assist the District in improving its students’ educational achievement, promoting college attendance for District students, and enhancing community involvement in the District schools;

WHEREAS, the College’s mission is that of preparing men and women for professions in the educational field, as well as those of nursing, social work, management, and the arts and sciences;

WHEREAS, the District can continue to further the goal of preparation of College students by offering valuable opportunities for practical and other types of learning experiences;

WHEREAS, the College students’ service in the District will further the cultural competency of the College community;

WHEREAS, assisting the District in improving its students’ educational achievement and promoting their college attendance are tasks consonant with the College’s historical role and current mission;

WHEREAS, the lack of coordination between higher education and K-12 education has been identified as a major weakness in the Rhode Island system of education;

WHEREAS, the creation of a cooperative relationship between the College and the District will promote the goal of coordination of higher education and K-12 education, and serve as a model for future efforts at such coordination;

WHEREAS, the District and the College are desirous of entering into a cooperative relationship;

WHEREAS, the Commissioner of Elementary and Secondary Education, the Commissioner of Higher Education, and the Board of Education recognize the potential value of the partnership;

WHEREAS, the College and District wish to conduct a partnership with complete transparency for students, faculty, staff, parents, the public, and all other stakeholders;

NOW, THEREFORE, the parties agree as follows:

I. TERM OF AGREEMENT

This agreement will be effective on April 30, 2013 through April 30, 2015. Absent written notice of an intention not to renew on or before April 30, 2014, and every April 30th thereafter, this agreement will be automatically extended another year.

This Agreement may be terminated by either party for any reason with ninety (90) days' written notice to the other party.

The parties agree to mutually cooperate with respect to the termination of this Agreement so as to minimize the effect of any such termination on the Parties' respective operations and the students participating and/or anticipating in participating in activities conducted by the Parties.

II. COOPERATIVE SERVICES

It is contemplated that the Parties will engage in the following joint projects (hereinafter, "Cooperative Services"). These Cooperative Services are contingent upon the ability of the Parties to obtain sufficient funding for them.

- The continued provision of existing student teaching and clinical learning opportunities in the District schools;
- The development and implementation of new practical learning and research opportunities for College students and faculty in the District schools;
- Promotion of the enrollment of District students in college, including but not limited to programs offering advancement placement courses and/or dual enrollment in the College and Central Falls High School;
- The development and implementation of family and community engagement in the District schools, including but not limited to a program of adult education;
- The development of District policy necessary to support Cooperative Services;

- The development of a coordinating structure for the Cooperative Services;
- The development of a system for evaluation of the effectiveness of the Cooperative Services;
- The development of external funding to support the Cooperative Services;
- Development of a communications and documentation plan to coordinate and disseminate information about the Cooperative Services.

Stage I: Beginning on June 25, 2013, the parties will generate an initial Implementation Plan of the Cooperative Services referenced above. Said Implementation Plan will identify the respective responsibilities of the Parties with respect to provision of resources toward the Cooperative Services, compliance with legal obligations with respect to the Cooperative Services, financial administration with respect to the Cooperative Services, and other relevant matters.

Stage II: The Parties agree to engage in regular meetings to discuss and enter into any additional agreements with respect to:

1. The continued implementation of the Cooperative Services identified above; and
2. The identification of specific projects to be included as Cooperative Services, and their implementation.

IV. INDEMNIFICATION AND INSURANCE COVERAGE

The College agrees, to the extent permitted by law, to indemnify, defend and hold harmless the District, its officers, directors, and employees, from and against all loss or liability arising from the negligent acts or omissions of the College, its officers, directors, and employees in the performance of this Memorandum of Agreement.

The District agrees, to the extent permitted by law, to indemnify, defend and hold harmless the College and its governing Board from and against all loss or liability arising from the negligent acts or omissions of the District, its officers, directors, students, and employees in the performance of this Memorandum of Agreement.

Both the College and the District shall, each at their sole cost and expense, keep and maintain in full force and effect during the term of this Agreement, insurance coverages in standard form with such companies and in such amounts that are satisfactory to each other. The parties will provide each other with appropriate certificates or evidence of such insurance upon reasonable request.

V. FORCE MAJEURE

The Parties hereto will be released from their obligations under this agreement in the event of an emergency, prohibitive government regulation or any other cause beyond the control of the parties hereto that renders the performance of this agreement impossible.

VI. SAVINGS CLAUSE

Should any provision of this Agreement be declared or be determined by any court to be illegal, invalid or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected thereby and each remaining part, term or provision shall be legal, valid and enforceable to the fullest extent permitted by law, and said illegal, invalid or unenforceable part, term, or provision shall be deemed not to be part of this Agreement.

Nancy Carriuolo 5/14/13
Nancy Carriuolo, President
Rhode Island College

Frances Gallo 5/16/13
Frances Gallo, Superintendent
Central Falls School District

IN WITNESS THEREOF:

Deborah A. Gist
Deborah A. Gist,
Commissioner of Elementary
and Secondary Education

Ray D. P.
Commissioner of Higher Education

Anna Cano Morales
Board of Trustees,
Central Falls School District

Eva-Marie Mancuso
Eva-Marie Mancuso, Chair
Rhode Island Board of Education