

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF MORENO VALLEY,  
RIVERSIDE COMMUNITY COLLEGE DISTRICT FOUNDATION  
AND  
MORENO VALLEY COLLEGE**

<b>MORENO VALLEY COLLEGE PROMISE INITIATIVE</b>
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**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into this \_\_\_\_\_ day of March 2025, by and between the City of Moreno Valley (“City”), the Riverside Community College District Foundation (“RCCD Foundation”) and Moreno Valley College (“College”), collectively referred herein as “the Parties.”

**RECITALS**

**WHEREAS**, the Moreno Valley College Promise Initiative ensures that a college degree is an achievable goal for students in need and provides enrolled students financial assistance and ongoing academic guidance; and

**WHEREAS**, the Promise Initiative for the 2025-26 and 2026-27 academic years is a commitment to help students complete their associate degree requirements, transfer requirements, and/or workforce certificate requirements in a timely and efficient manner; and

**WHEREAS**, donations for the Promise Initiative are accepted through the RCCD Foundation; and

**WHEREAS**, the Parties have a mutual interest in providing the residents of Moreno Valley with educational opportunities and advancement for the purpose of improving the quality of life for residents and the community at large and the Parties also mutually believe education is the greatest pathway to greater success and opportunity; and

**WHEREAS**, although the College provides a quality education for students at a relatively affordable cost, many residents still find it difficult to pay such costs due to the challenges presented by the COVID-19 Pandemic and other economic challenges beyond their control; and

**WHEREAS**, the Moreno Valley City Council desires to enhance local residents’ access to a college education, in recognition of the overall benefits a higher number of college educated residents bring to the community at large; and

**WHEREAS**, in light of the foregoing, the City Council has determined that it serves a legitimate governmental purpose to enhance and facilitate local residents’ access to the educational opportunities provided by the College through the City’s participation, sponsorship and support of the College’s Promise Initiative.

**NOW THEREFORE**, the Parties understand and agree as follows:

**Section 1. General Terms and Conditions**

The following terms and conditions shall apply to the funds described in this MOU:

The City shall donate via the RCCD Foundation a total of FIFTY THOUSAND DOLLARS (\$50,000) per academic year to the Moreno Valley College Promise Initiative to be used as source of financial aid and assistance for residents of Moreno Valley who are currently enrolled as Moreno Valley College students and participants in the College Promise Initiative.

a) Any financial aid or assistance provided to an eligible student pursuant to the terms and conditions of this MOU may only be used to pay the cost of tuition/registration and books not covered by other public or private financial aid/assistance programs.

b) An eligible student be a resident of the City for the twelve (12) consecutive months preceding the date the student applies for any financial aid or assistance provided under this MOU, and the student shall remain a current resident of the City during the academic year in which he or she has received any funding under this MOU.

c) To maintain eligibility for any financial aid or assistance under this MOU, an eligible student must be in good standing at the College (not on suspension, expelled, etc.) and maintain compliance with all applicable requirements and standards set forth in the Promise Initiative.

d) Any eligible student who receives any financial aid or assistance under this MOU must complete the academic period for which funding has been received in good standing (not on suspension, expelled, etc.).

e) If a student, who has received funding under this MOU, does not complete the academic period for which funding has been received in good standing, the student shall be deemed ineligible to apply for and receive any additional financial aid or assistance under this MOU.

**Section 2. RCCD Foundation and College Responsibilities**

The RCCD Foundation and the College shall have the following responsibilities:

a) The RCCD Foundation and/or the College shall be responsible for determining eligibility, awarding and distributing the funds provided under this MOU to eligible students.

b) The College shall determine specifically how the funds may be used by an eligible student consistent with the applicable terms and conditions of this MOU.

c) The College shall collect certain data pertaining to the eligible students who receive

assistance under this MOU, related to the students' academic success rates, demographics, and use of funds. Such data shall be provided to the City on a periodic basis as determined by City, which the City shall use for auditing purposes and for determining whether the City needs to make any necessary revisions to the financial aid and assistance program as set forth and described in this MOU for subsequent academic years.

d) The College shall require all eligible students prior to being awarded any funds under this MOU to execute a FERPA release and waiver that will allow the College to collect the necessary information for the data the College is obligated to provide to the City under this MOU.

e) The College shall provide the City with a Partnership Letter acknowledging the City's contribution to and participation in the Promise Initiative.

f) The College shall provide regular updates to the City and the City Council on the impact this MOU has on the students who have receive funding under the terms and conditions of this MOU.

g) The College shall provide both academic counseling and financial aid guidance to eligible students to ensure that the financial aid and assistance set forth in this MOU are made available to those promising students with an urgent need of financial support for tuition/registration and/or textbooks.

### **Section 3. Indemnification**

Except as to the sole negligence or willful misconduct of the City, the RCCD Foundation and the College agree to indemnify, protect and hold harmless the City from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel fees), judgement, civil fine and penalties, liabilities or losses of any kind, whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of the performance of or under this MOU. This indemnification shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the College or anyone employed by or working on behalf of the College.

### **Section 4. Entire Understanding**

This MOU constitutes the final, complete and exclusive statement of the terms of the understanding between the City, the RCCD Foundation, and the College pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties.

### **Section 5. Amendments**

This MOU may be modified or amended only by a signed, written agreement executed by

the City, the RCCD Foundation, and the College.

**Section 6. Term**

The term of the MOU shall be two years designated to cover the 2025-26 and 2026-27 academic years.

**Section 7. Waiver**

No action or failure to act by either Party shall constitute a waiver of any right or duty afforded under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereafter, except as may be specifically agreed in writing.

**Section 8. California Law**

This MOU shall be governed by and construed in accordance with the laws of the State of California.

**Section 9. Venue**

Any action at law or in equity brought by either of the Parties for the purpose of enforcing this MOU shall be brought in a court of competent jurisdiction in the County of Riverside, California, and the Parties hereby waive all provisions of law providing for a change of venue to any other county.

**IN WITNESS WHEREOF**, the City, the College and the RCCD Foundation have caused this MOU to be duly executed as of the day and year as first written above.

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Brian Mohan, City Manager  
City of Moreno Valley

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Dr. FeRita Carter, Interim President  
Moreno Valley College

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Jeffry Kaatz, Executive Director  
RCCD Foundation

Attest:

Approved as to form:

\_\_\_\_\_  
Patty Rodriguez, City Clerk  
City of Moreno Valley

\_\_\_\_\_  
Steve Quintanilla, City Attorney  
City of Moreno Valley