

MENTOR DENTON

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DENTON, UNITED WAY OF DENTON COUNTY, AND THE DENTON INDEPENDENT SCHOOL DISTRICT

The City of Denton (City), United Way of Denton County (United Way), and the Denton Independent School District (Denton I.S.D.) recognize the importance of education of all public school age children, as with an education these individuals enable themselves to succeed in their chosen path of life and contribute to the economic viability of our shared community.

In partnership with local no-profit organizations, and engaged citizens, the Denton I.S.D. initiated MENTOR DENTON in the Fall of 2013 for the purpose of encouraging and recruiting citizens to volunteer to assist at-risk students in achieving their educational goals. Since inception the program has shown success with the increasing numbers of volunteers and successful students.

The City, United Way, and Denton I.S.D. seek to establish a relationship to continue the promotion of MENTOR DENTON, and to establish the position of Community Engagement Specialist to coordinate and to serve as a liaison for the MENTOR DENTON program for the continued success of a school based, school day, individual case management, mentorship for all students and campuses of the Denton I.S.D.; and

WHEREAS it is the intent of all parties hereto to bring MENTOR DENTON resources onto campus settings to facilitate the academic and personal success of students who may be experiencing the effects of at-risk environments by providing the full range of services coordinated by MENTOR DENTON to those students.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Memorandum of Understanding Agreement agree to the following:

A. Term:

1. This Agreement shall be effective the first day of July 2016 and shall end on the last day of June 2017.
2. This Agreement will automatically renew on a year-to-year basis, beginning each July and ending on the last day of the following June, unless a party has given the other parties written notice of such party's desire to terminate their continued participation in the MENTOR DENTON Program.
3. Any Party to this Agreement may terminate for any reason, in their sole and undivided discretion. In the event a Party determines to terminate this Agreement said Party must give notice to all other parties no later than sixty (60) days prior to the beginning of the following annual term of this Agreement.

B. Funding and Fiscal Management:

1. The City, United Way, and Denton I.S.D. will each provide Twenty Thousand and no/100 Dollars (\$20,000.00) funding on an annual basis for MENTOR DENTON. Such payments will be submitted to Denton I.S.D. on or before the first Tuesday of September of each one-year term of MENTOR DENTON.
2. Denton I.S.D. shall have the responsibility of serving as fiscal manager of the MENTOR DENTON program. Any and all funds expended by or on behalf of MENTOR DENTON, including the salary and benefits of the Community Engagement Specialist, shall be reported to the Parties to this agreement on an annual basis within ten (10) business days after the end of Denton I.S.D.'s fiscal year.

C. Duties and Responsibilities of the Parties:

1. Denton I.S.D.:
 - a. Denton I.S.D. shall create the position of Community Engagement Specialist and empower this position with duties and responsibilities to manage the MENTOR DENTON program.
 - b. Denton I.S.D. shall employ an individual to serve as Community Engagement Specialist, and such individual will be an at-will employee of Denton I.S.D., entitled to the same benefits as any other D.I.S.D. at-will employee, including, but not limited to, Texas Teacher Retirement System enrollment, and obtainable health care insurance.
 - c. Denton I.S.D. shall be responsible for the payment of the Community Engagement Specialist.
 - d. Denton I.S.D. shall provide necessary and appropriate facilities and necessary equipment for the Community Engagement Specialist and the volunteers for MENTOR DENTON.
 - e. Denton I.S.D. shall perform background checks and maintain records of all volunteers.
 - f. Denton I.S.D. shall provide the day to day administration, management and operation of MENTOR DENTON.
2. City:
 - a. The City shall continue its program of marketing of MENTOR DENTON and recruitment of citizens to serve as volunteers.
 - b. The City shall be responsible for providing appropriate and adequate facilities for MENTOR DENTON to hold meetings for its marketing and recruitment programs.
 - c. The City shall recognize and support the MENTOR DENTON initiative and its economic impact on the City.

3. United Way:
 - a. United Way shall continue its program of marketing MENTOR DENTON and recruitment of citizens to serve as volunteers.
 - b. United Way shall facilitate and encourage monetary donations for MENTOR DENTON.
 - c. United Way shall provide website development to include MENTOR DENTON.
 - d. United Way shall recognize the collective impact of MENTOR DENTON, and its support of MENTOR DENTON.

D. Notice to the Parties:

Notices to the Parties shall be sent by postage prepaid, U.S.P.S. 1st Class mail, and by facsimile or email:

City of Denton:
 City Manager
 215 East McKinney
 Denton, Texas 76201
 Facsimile: (940) _____ - _____
 Email: _____

DISD:
 Superintendent of Schools
 1307 N. Locust
 Denton, Texas 76201
 Facsimile: (940) 369-4982
 Email: _____

United Way of Denton County
 Chief Executive Officer
 1314 Teasley Lane
 Denton, Texas 76205
 Facsimile: (940) 898-8976
 Email: _____

E. Collaboration of the Parties:

1. The Community Engagement Specialist shall consult with each of the Parties through their designated representatives to keep all informed about the design, practices, and needs of Mentor Denton.
2. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
3. This Agreement and the performance of the MENTOR DENTON shall be reviewed annually on or before the renewal date.
4. Proposed modifications to either this Agreement or the MENTOR DENTON program must be submitted in writing to all Parties to this Agreement.

F. General/Miscellaneous Provisions:

1. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.
2. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
3. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.
4. The Parties will adhere to EEOC, federal, state, and local policies, and shall not discriminate in their recruitment and employment practices against any employee, applicant or student enrolled by reason of disability, age, race, religion, color, sex, sexual orientation, gender identity, gender expression, national origin, creed, political affiliation, or veteran status. In addition, each Party assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefits of or be subjected to discrimination pursuant to or arising from MENTOR DENTON. The Parties agree to comply and to cause their respective agents and representatives to comply with the provisions of laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement.
5. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Each Party shall be solely responsible for all matters relating to, associated with, or arising from the payment of such Party's employees, including, without limitation, compliance with social security, disability insurance, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever, as well as all employment reporting for such Party or any of its employees or agents. No Party shall be considered an agent, representative, or employee of another Party for any purpose and shall not be entitled to any of the benefits or rights afforded to employees of the other Party, including, without limitation, sick leave, vacation leave, holiday pay, public employees retirement system benefits (if applicable), or insurance benefits.
6. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the state court located within Denton County, and/or federal courts located within the Eastern District of Texas, agrees to venue lying in such courts,

and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or *forum non conveniens*.

IN WITNESS WHEREOF, this Agreement is hereby executed by the duly authorized representatives of the City of Denton, the Denton Independent School District, and United Way of Denton County.

City of Denton

Denton Independent School District

George Campbell,
City Manager

James K. Wilson,
Superintendent

Date: _____

Date: _____

United Way of Denton County

Gary Henderson,
President and Chief Executive Officer

Date: _____