

## MEMORANDUM OF UNDERSTANDING

This document is a Memorandum of Understanding (this "Memorandum of Understanding") between Denton Independent School District ("DISD") and Denton City County Day School ("DCCDS") and is dated June \_\_\_\_\_, 2015.

**WHEREAS**, DISD is an independent school district organized and existing pursuant to the laws of the State of Texas and has its main administrative offices situated at 1307 North Locust, Denton, Denton County, Texas;

**WHEREAS**, DISD's mission is to empower lifelong learners to be engaged citizens who positively impact their local and global community;

**WHEREAS**, Denton City County Day School (DCCDS) is a non-profit, full day childcare center that has been providing quality childcare for working families in Denton country since 1952. DCCDS is exempt from Federal income taxation under §501(c)(3) of the Internal Revenue Code, that offers comprehensive, affordable, and well-balanced childcare program for children from age 2 through age five. Children enrolled at DCCDS enjoy a safe, fun, nurturing environment that encourages the growth and healthy development of each child. Teachers use a theme based curriculum that emphasis the use of fine and gross motor skills and also concentrate on social and emotional development and strive to stimulate the children intellectually. DCCDS teachers plan daily activities that offer children a balance of indoor quiet times, outdoor play time and with individual and group activates. The main administrative offices are located at 1603 Paisley Street, Denton, Denton County, Texas;

**WHEREAS**, DCCDS is licensed by the State of Texas pursuant to the Human Resources Code, Chapter 42, and is a provider of Child Care Services;

**WHEREAS**, DISD has the duty to seek working relationships with public entities to make effective use of resources and to serve the needs of public school students in the community;

**WHEREAS**, DISD currently has two educational facilities dedicated solely to early childhood education, the Ann Windle School for Young Children and the Popo and Lupe Gonzalez School for Young Children; and

**WHEREAS**, DISD and DCCDS, understanding the growth of their community, the significance of efficiency in facility use, and the importance of providing quality early childhood education to the community, desire to continue their collaboration and expand their provision of early childhood educational services.

**NOW THEREFORE**, for and in consideration of the promises and the mutual covenants set forth in this Memorandum of Understanding, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. **Term.** The initial term (the "Initial Term") of this Memorandum of Understanding shall begin on July 1, 2015 ("Effective Date") and end on June 30, 2016. Notwithstanding anything herein to the contrary, however, this Memorandum of Understanding may be renewed or terminated pursuant to the Provision IV below.
- II. **Partnership.** DISD and DCCDS will cooperate to provide full-day service for Pre-K eligible students in the following manner:
- A. DISD will accept, screen, confirm eligibility, and approve students from DCCDS in accordance with DISD established pre-kindergarten guidelines for four-year olds. DISD will assign eligible students to either a morning or afternoon DISD Pre-K class which shall be held in a DISD Educational Facility.
  - B. DCDDS will continue to provide services to eligible 4 year old students at the DCDDS facility for half day sessions.
  - C. DCCDS students who are eligible for DISD Pre-K will be enrolled and participate in DISD Pre-K activities to occur at DISD Educational Facilities for the remaining half day session.
  - D. From August 24, 2015, each day that DISD schools are open for educational operation during the fall and spring semesters, DISD will continue to operate DISD's pre-kindergarten classes (the "DISD Classes") in two daily sessions at the Gonzalez Campus, i.e., a morning session (the "Morning Session") and an afternoon session (the "Afternoon Session").
  - D. DCCDS will continue to provide before school and after school care for all of their enrolled students at DCCDS facilities.
  - E. DCCDS will continue to provide appropriate meals and snacks to eligible 4 year old students at the DCCDS facility.
  - F. DISD will provide transportation services to either Ann Windle School for Young Children or Lee Elementary for Denton City County Day School students who meet the eligibility requirements for DISD Pre-K. School site selection will be the responsibility of DISD.
  - G. DISD will provide transportation for a morning session for up to 18 DCCDS students who are eligible for DISD Pre-K and an afternoon session for up to 18 DCCDS students who are eligible for DISD Pre-K.
    - 1. DISD transportation will provide pick up and return services from the DCCDS site at 1603 Paisley Street, Denton, Texas.

2. DISD transportation expenses will include mileage, driver expenses, and a bus monitor for safety purposes.

- H. DCCDS will secure funding for appropriate child restraint devices, as determined by DISD administrative officials, for DCCDS students to utilize on DISD buses. DISD staff members will install these approved devices onto DISD buses and the devices will remain in the buses throughout the school year.
- I. Students will be dually enrolled at DCCDS and in DISD as part of this agreement.
- J. DCCDS will participate in DISD Pre-K registration activities July 28 (set up), July 29 and July 30, 2015 at Denton High School and will be able to offer their services to families from across the district.
- K. DCCDS will be free to publicize the opportunity for a low-cost, sliding scale, weekly paid program offering enrichment and supervision for a full day.
- L. If a DCCDS family does not meet the eligibility requirements for free Pre-K, the student would remain at the DCCDS facility for the entire school day.
- M. Children enrolled in DCCDS will be charged a weekly fee for attending all day and for before and after care. All arrangements for payment will be made directly with DCCDS.
- N. DISD will make available to DCCDS students enrolled in DISD all appropriate support personnel at DISD Educational Facilities, in accordance with appropriate laws, including counselor, nurse, social worker, and special education support staff according to the DISD calendar for employee's active duty.
- O. DISD will make available to all DCCDS staff, both at the DCCDS facility and at the DISD Educational Facilities, the staff development opportunities provided to DISD pre-kindergarten teachers. DCCDS administrators will make decisions regarding the level and dates of participation for DCCDS staff members.
- P. DISD Pre-K services and transportation will be available each day that DISD schools are in operation, in accordance with the approved District calendar and subject to any closures due to weather or other emergencies. Student days for DCCDS students enrolled in DISD Pre-K classes will be the same as for other DISD students.
- Q. DCCDS will retain responsibility for the planning, implementation and supervision of the DCCDS program conducted at their site.
- R. DISD will retain responsibility for the planning, implementation and supervision of the Pre-K program conducted at any DISD Educational Facility.

III. **Funding.** This partnership will be funded as follows:

- A. Each party will be entitled to receive and retain any and all tuition payments paid by the parents or legal guardians of their respective schools, that is:
  - i. DCCDS will be entitled to receive and retain any and all tuition payments paid by the parents or legal guardians of DCCDS students whether or not such students are enrolled in the DISD Pre-K program; and
  - ii. A student who is ineligible for free DISD Pre-K may have the option of paying tuition for Pre-K. In such circumstances, DISD will be entitled to receive and retain any and all tuition payments paid by the parents or legal guardians of DISD students whether or not such students are enrolled in the DCCDS program.
- B. DISD assumes responsibility for transportation expenses, as outlined above.
- C. DCCDS assumes responsibility for all nutrition expenses, as outlined above.
- D. DCCDS assumes responsibility for child restraint devices, as outlined above.

IV. **Renewal and Termination.**

- A. Consideration of renewal of the agreement will occur annually, with a provision for a minimum of 120 days' notice to either party should an entity determine that the agreement should not renew.
- B. If either party shall default in the performance of any of the terms or conditions of this Memorandum of Understanding, that party shall have thirty (30) days after delivery of written notice of such default within which to cure such default. If the defaulting party fails to cure its default in such period of time, then the non-defaulting party shall have the right, without further notice, to terminate this Memorandum of Understanding at such time as the non-defaulting party, in its sole discretion, determines to be appropriate. However, the effective date of termination shall not be until the last day of the Fall or Spring school terms after the expiration of no less than one hundred twenty (120) days from the date of the written notice of default.

V. **Notices.**

All written notices shall be sent to the following parties by postage prepaid, U.S. certified mail-return receipt requested:

**Denton City County Day School**  
Executive Director  
Denton City County Day School  
1603 Paisley Street

**DISD:**  
Superintendent of Schools  
Denton I.S.D.  
1307 N. Locust

- VI. **Dispute Resolution.** In order to ensure an effective relationship between the parties and to provide the best possible pre-kindergarten service, it is mutually agreed that all questions arising under this Memorandum of Understanding shall be handled and resolved between DCCDS President of the Board of Directors and DCCDS Executive Director and DISD Superintendent, or superintendent designee (with such resolution only being effective if duly ratified by both the respective governing bodies). Any issues not resolved under the terms of this section shall be referred to the respective governing bodies for resolution, and the parties hereby agree to the appointment of a court-certified mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues. Any such mediation shall be held within thirty (30) days of a demand therefore by any party. If one party fails or refuses to mediate within such 30-day period, the other party may proceed to enforce its rights in a court of competent jurisdiction.
- VII. **Jurisdiction.** This Memorandum of Understanding shall be governed by the laws of the State of Texas.
- VIII. **Venue.** Venue to any judicial or administrative dispute arising pursuant to this Memorandum of Understanding shall be in Denton County, Texas.
- IX. **Legal Relationship.** It is understood and agreed that DCCDS is an independent contractor and regardless of anything in this Memorandum of Understanding to the contrary, DISD and DCCDS shall not be construed to be partners or joint venturers, nor shall the relationship of the parties be constructed as principal and agent, master and servant, or employer and employee for any purpose whatsoever. DCCDS as an independent contractor assumes any and all liability for injury to the DCCDS or its agents or employees, and DISD assumes no liability for injury to DCCDS or its agents or employees, unless such injury is caused by the DISD. It is further understood that the DCCDS shall be solely liable for damage that is the direct result of DCCDS' actions, its agents or employees.
- X. **Indemnification.** To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from its performance under this Memorandum of Understanding. DISD may be held liable only to the extent provided in Texas Civil Practice and Remedies Code, Chapter 101. This Memorandum of Understanding and the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Memorandum of Understanding. It is expressly understood and agreed that, in the execution of this Memorandum of Understanding, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental or quasi-governmental powers and functions. By entering into this Memorandum of Understanding, the parties do not create any obligations, express or implied, other than those set forth herein, and this Memorandum of Understanding shall not create any rights in parties not signatories hereto.

- XI. **Waiver of Breach.** No waiver by either party of any default or breach of a term or condition of this Memorandum of Understanding by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Memorandum of Understanding.
- XII. **Amendment or Modification.** This Memorandum of Understanding may only be modified, changed or altered at any time upon mutual agreement of the parties, provided that any such modification, change, and/or alteration be reduced to writing and approved by the governing bodies of the Denton City County Day School and DISD.
- XIII. **Complete and Entire Memorandum of Understanding.** This Memorandum of Understanding, and any other schedules, exhibits and addenda attached hereto prior to execution by the parties, states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to the subject matter of this Memorandum of Understanding.

The foregoing Memorandum of Understanding between Denton Independent School District and Denton City County Day School was offered for approval on motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, after discussion was adopted by the Board of Trustees of the Denton Independent School District in a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas on June \_\_\_\_, 2015, at which \_\_\_\_\_ Trustees were present, by the following vote: \_\_\_\_ for, \_\_\_\_ against, and \_\_\_\_ abstaining.

DENTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
 Barbara Burns, President  
 Board of Trustees

ATTEST:

\_\_\_\_\_  
 Dorothy Martinez, Secretary

DENTON CITY COUNTY DAY SCHOOL, INC.

\_\_\_\_\_  
 Dr. Bettye Myers,  
 President, Board of Directors