

FUNDING AGREEMENT

This Funding Agreement, (hereinafter “Agreement”), is made by and between the Milwaukee Board of School Directors on behalf of Milwaukee Public Schools (“MPS”), the City of Milwaukee (“City”), the Milwaukee Bucks, LLC (“Bucks”), Milwaukee Bucks Foundation, Inc. (“MBF”) and the Milwaukee Public Schools Foundation, Incorporated (“Foundation”) as fiscal agent of MENTOR Greater Milwaukee, Inc.

RECITALS

WHEREAS, there is an unmet demand for quality mentors in Milwaukee; and

WHEREAS, MPS, City, MBF and Bucks wish to partner to establish a local non-profit to increase quality mentoring relationships by building the capacity of existing mentoring organizations matching a caring adult with children in need through safe, effective mentoring programs throughout metropolitan Milwaukee; and

WHEREAS, MPS, City, MBF and Bucks have successfully incorporated MENTOR Greater Milwaukee, Inc. (“MENTOR”) and one representative of each party serves as a Founding Director on its Board of Directors; and

WHEREAS, MENTOR will work with MPS to secure mentors for MPS students in middle school grades 5-7, focusing first on African American and Latino males and then on girls of color in grades 5-7; and

WHEREAS, planning for the mentoring model will commence between MPS’ Black and Latino Male Achievement department and MENTOR during the second semester of the 2018-2019 school year; and

WHEREAS, implementation of the mentoring plan will commence in the 2019-2020 school year with a goal of having a mentor for each MPS student in grades 5-7 by the conclusion of the 2020-2021 school year;

WHEREAS, MPS, City, MBF and Bucks wish to ensure the first three years of MENTOR operations are focused solely on capacity building to fulfill its mission, rather than fundraising;

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF MPS

- a. Subject to appropriation of funds pursuant to MPS Administrative Policy 3.09, MPS shall provide \$75,000 annually to support MENTOR for the next three fiscal years (July 1 – June 30).
- b. Upon timely receipt of an invoice from Foundation, MPS will provide its annual contribution no later than October 1 of each year.

2. RESPONSIBILITIES OF CITY

- a. City shall reimburse MENTOR for actual expenditures of up to \$75,000 annually to support MENTOR for the next three years.
- b. Within 60 days of receipt of an invoice from Foundation, City will provide its reimbursement.

3. RESPONSIBILITY OF BUCKS AND MBF

- a. Bucks shall provide \$37,5000 annually to support MENTOR for the next three years, provided that MENTOR is in good standing and operational.
- b. Upon timely receipt of an invoice from Foundation, Bucks will provide its annual contribution no later than October 1 of each year.
- c. Bucks shall also provide in-kind support to MENTOR for a portion of the Term, including, but not limited to: computer equipment, telephone, office space, marketing/public relations support and access to Bucks' trademarks for use in promoting MENTOR.
- d. MBF shall provide \$37,500 annually to support MENTOR for the next three years, provided that MENTOR is in good standing and operational.
- e. Upon timely receipt of an invoice from Foundation, MBF will provide its annual contribution no later than October 1 of each year.

4. FISCAL AGENT – FOUNDATION

- a. Foundation shall serve as the fiscal agent of MENTOR for the monetary contributions of MPS, City, MBF, and Bucks. Foundation will remain the fiscal agent of MENTOR until MENTOR obtains 501(c)(3) status from the Internal Revenue Service. Once MENTOR obtains 501(c)(3) status, it will assume the responsibilities of the fiscal agent.
- b. Foundation will annually mail invoices to the persons denoted in Section 8 below, for the annual contributions, no later than September 1 of each year. Foundation will mail invoices for reimbursement to the City's contact denoted below in Section 8.
- c. Foundation will deposit the annual contributions in an account earmarked for MENTOR and disburse the funds accordingly. Foundation will enter into an agreement with MENTOR outlining the terms of disbursement. Such agreement shall be approved by MENTOR's Board of Directors prior to execution by the Executive Director.

5. INDEMNITY

- a. Each party will indemnify and hold harmless each of the other parties, their officers, employees and agents against any and all claims, demands, actions and causes of action and resulting liability, loss, damages, costs and expenses arising out of the performance of this Agreement for injury to persons and damages to the extent

caused directly or proximately by any wrongful, intentional or negligent act or omission of such party, their officers, employees, or agents.

- b. The obligations identified in Section 5 herein will survive the termination of this Agreement.

6. **TERM**

This Agreement will be in effect from July 1, 2018 through June 30, 2021.

7. **TERMINATION**

All parties may mutually agree, in writing, to terminate this Agreement at any time. Any party may terminate this Agreement for cause if a party fails to fulfil its obligations under this Agreement in a timely or proper manner (including, but not limited to, if the funds provided under this Agreement are not disbursed to MENTOR or are otherwise misappropriated) or violates any of its provisions. A non-breaching party will thereupon have the right to terminate this Agreement by giving ten (10) days' written notice, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation prior to the end of the ten-day period. Upon such termination, each party will receive a refund for any amounts paid that are attributable to the period after the date of termination.

8. **NOTICE**

- a. Notice to MPS will be sufficient if sent by first-class mail to Kellie Sigh, 5225 West Vliet Street, Room 133, Milwaukee, WI 53208, with an electronic copy to rivaad@milwaukee.k12.wi.us, or to such other address as MPS may designate in writing.
- b. Notice to the City will be sufficient if sent by first-class mail to Michael Peeples, City Hall, 200 E. Wells Street, Room 606, Milwaukee, WI 53202 or to such other address as the City may designate in writing.
- c. Notice to the Bucks and/or MBF will be sufficient if sent by first-class mail to Arvind Gopalratnam, 1543 N. 2nd Street, 6th Floor, Milwaukee, WI 53212 or to such other address as the Bucks and/or MBF may designate in writing.
- d. Notice to the MPS Foundation will be sufficient if sent by first-class mail to Wendell Willis, 234 W. Galena Street, Milwaukee, WI 53212 or to such other address as the MPS Foundation may designate in writing.

9. **MODIFICATION**

No modification, expansion or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

10. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

11. CHOICE OF LAW & FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Milwaukee County, Wisconsin.

12. FINAL EXPRESSION

This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Agreement.

**MILWAUKEE BOARD OF
SCHOOL DIRECTORS**

CITY OF MILWAUKEE

Keith P. Posley, Ed.D.
Superintendent of Schools

Steven L. Mahan
Director, Community Development Grants
Administration

Date

Date

Mark A. Sain, President
Milwaukee Board of School Directors

Date

MILWAUKEE BUCKS, LLC

Peter Feigin
President

Date

**MILWAUKEE PUBLIC SCHOOLS
FOUNDATION, INCORPORATED**

Wendell Willis
Executive Director

Date

MILWAUKEE BUCKS FOUNDATION, INC

Arvind Gopalratnam
Executive Director

Date