

**Memorandum of Understanding for the Law School Partnership
Program between
Gideon’s Promise, the University of Michigan School of Law, and the
El Paso County Public Defender’s Office**

I. Purpose

It is the purpose of this Memorandum of Understanding (“Agreement”) by and among the University of Michigan School of Law (Sponsor), Annemarie Yaldo (Fellow), Gideon’s Promise, Inc. and the El Paso Public Defender Office (Partner Office), as partners in the Law School Partnership Project (LSP). The parties understand and agree that this Memorandum of Understanding is legally binding on the parties. This document describes the responsibilities of each of the participating parties.

II. Fellow’s Status

- A. The individual placed by the LSP with the Public Defender’s Office, is herein referred to as the “Fellow”. The objective of the LSP is to facilitate placing Gideon Fellows with partner offices and for the Fellow to become a permanent staff public defender attorney for the Public Defender’s Office, a department of the County of El Paso, at the end of the Fellowship Term.
- B. Fellow is not an employee of Office and is not entitled to any Office employee benefits.
- C. Fellow must make at least a three-year commitment to the Office, beginning from the first day of the fellowship. Fellow must attend Gideon’s Promise virtual programming for 2020 Gideon’s Fellows and the 2021 Summer Institute for new public defenders and five subsequent trainings during the Fellowship Term and subsequent employment with the El Paso County Public Defender’s Office. Fellow is eligible to participate in the Alumni Program upon successful completion of the CORE 101 program.
- D. Despite the commitment of the Fellow to remain at the Office for a minimum of three years, and the commitment of the Office to hire the Fellow to fill a permanent position at the end of the Fellowship Term, Fellow and Office understand and acknowledge that, upon hire with the Office, Fellow is an “at-will” employee of Office as dictated by Texas law, and that, the employment relationship between Fellow and Office may be terminated by either Fellow or Office at any time for any reason. In the event such employment relationship is terminated at any time, neither

Partner nor Office shall have any liability to each other or in connection with the termination.

- E. Fellow has one year from law school graduation date to pass the Texas bar exam. If the Fellow does not pass the Texas bar exam within that time period, the Office will decide whether to retain the Fellow beyond the Fellowship year and in what capacity.
- F. Fellow is not an employee of Partner and is not entitled to any Partner employee benefits.
- G. This agreement does not in any way make any of the parties, partners, joint venturers, or principal an agent. Fellow is not an independent contractor of Partner.
- H. Fellow shall not represent him/herself as an agent of Partner or act in any manner inconsistent with the terms described in this agreement.

III. Fellowship Term

- A. The Office agrees to host the Fellow for up to one year from the Fellowship start date (the “Fellowship Term”) as agreed upon by the Partner, Office and the Fellow.
- B. The Office and Fellow may agree, in writing, to extend the Fellowship Term if the Fellow has taken unpaid leave for family or medical reasons during the Fellowship Term, provided that such leave has been pre-approved by Office.
- C. If Office hires Fellow into a staff public defender attorney position prior to the conclusion of the 12-month Fellowship Term, the Fellowship Term would terminate on the date Fellow becomes an employee of Office, as defined in El Paso County’s policies and procedures.

IV. Scope of Work During Fellowship Term

- A. Fellow will work on cases and any assigned tasks set forth by Office’s management and supervising attorneys.

V. Obligations of Gideon’s Promise and Partner Office – Compensation and Benefits During Fellowship Term

- A. Compensation for Fellow will be determined by the educational institution from which the Fellow graduated for up to one-year of Fellowship Term. The details of the Fellow’s Compensation are outlined in Section VII. A.

- B. Office and El Paso County may choose to provide a supplemental stipend to the Fellow. If a supplemental stipend is provided, the amount of the stipend together with the compensation provided by the educational institution shall not exceed the compensation listed for a Trial Attorney, Step 1, on the El Paso County salary plan.
- C. Office and Partner understand that: (i) time worked by Fellow prior to or after the end of the Fellowship Term will not qualify for pay from the University, and (ii) the Fellow's position is intended to be full-time based upon a 40 hour/week schedule. Work schedules, however, may be flexible depending on the needs of the matters being handled by the Fellow.
- D. If the Fellowship is terminated by Fellow or Office before the end of the Fellowship Term, Partner's and Office's obligations will also terminate on the date of the Fellowship's termination.

VI. Obligations of Partner Office During Fellowship Term

- A. Office will provide appropriate and adequate orientation, training, support and supervision to Fellow. Office will work with Fellow to assess and respond to his/her ongoing needs for orientation, training, support and supervision.
- B. Office will identify a qualified lawyer within the Office to supervise the Fellow.
- C. Office agrees to contribute \$8,500 to cover Fellow's participation in the three-year Core 101 Program in 2021, including any travel costs associated with training. The remainder of the cost of participation in the Core 101 Program (\$11,500), which does not include travel, will be covered by Partner. The payment schedule will be determined by Office and Partner.
- D. Office will work closely with Fellow to ensure Fellow is able to fulfill his/her reporting requirements to Partner.
- E. Office shall not impose any unreasonable obstacles that would prevent Fellow from completing or attending Partner trainings.
- F. Office agrees to cover travel for the six (6) semi-annual Gideon's Promise Core 101 Program trainings during the three year period.
- G. Office agrees to provide a supplemental stipend to Fellow based on the following schedule:
 - 1. From the start of fellowship period until the start of the first full pay period after Fellow passes the Texas Bar Examination and is

formally licensed to practice law in Texas, Fellow shall receive bi-weekly stipend payments equal to the difference in the bi-weekly salary compensation paid to a non-licensed law school graduate at grade PS07, Step 1, on the El Paso County Professional Services Pay Scale minus \$1,538.46 (the amount of the Sponsor's grant divided by 26 pay periods).

2. Beginning with first full pay period after the Fellow passes the Texas Bar Examination and is formally licensed to practice law in Texas, through the end of the 1 year fellowship period, Fellow shall receive bi-weekly stipend payments equal to the difference in the bi-weekly salary compensation paid to a trial attorney at grade A01, Step 1, on the El Paso County Attorney Pay Scale minus \$1,538.46 (the amount of the Sponsor's grant divided by 26 pay periods).

VII. Obligations of Sponsor

- A. Sponsor agrees to compensate Fellow with a grant in the amount of \$40,000, paid on a monthly basis in the amount of \$3,333 during the Fellowship Term.
- B. The Fellow is not an employee or an independent contractor of the Sponsor and is not entitled to any benefits of the Sponsor.
- C. If the Fellowship is terminated by Fellow or Partner Office before the end of the Fellowship Term, the Sponsor's, Gideon's Promise's, and Partner Office's obligations will also terminate on the date of the Fellowship's termination.
- D. Sponsor shall have no obligations to the Fellow beyond the Fellowship Term.

VIII. Obligations of Gideon's Promise During and Beyond Fellowship Term

- A. Partner agrees to accept Fellow into the 2020 entering class of its three-year Core 101 Training Program. Partner will provide Fellow with three years of comprehensive training, support and mentorship through the Core 101 Training Program both during the Fellowship Term and subsequently after employment, if Fellow is hired by Office.
- B. As part of the Core 101 Training Program, Fellow is expected to: (i) attend the Gideon's Promise Summer Institute for two weeks and subsequent weekend trainings during the three-year Core 101 Training Program.

- C. Failure on the part of Fellow to attend the annual and semi-annual Gideon's Promise trainings without prior consent by Office may result in termination of the Fellowship.

IX. Employment by Partner Office

- A. Upon a satisfactory 11-month evaluation and pursuant to Section II. C., Office agrees to move Fellow into a full-time permanent position as a staff public defender no later than the conclusion of the 12-month Fellowship term.
- B. Partner acknowledges that this Agreement is subject to the annual appropriation of funds by El Paso County. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, the Office may terminate this Agreement without penalty or further payment.
- C. If Fellow becomes a staff public defender with Office, the Fellowship Term shall be deemed to be terminated. Conditions of Fellow's employment by Office will be determined by Office and Fellow pursuant to El Paso County's and Office's policies and procedures.
- D. If Fellow becomes a full-time permanent staff public defender, Office will cover the entire amount of Fellow's salary and will provide Fellow with employee benefits, including health benefits, equivalent to the employee benefits that Office provides to its attorneys with similar experience and/or responsibility.

X. Modification

- E. Modifications of this MOU shall be made by mutual consent of all parties, through the issuance of a written modification signed and dated by all parties, prior to any changes being performed.

XI. Principal Contacts

The principal contacts for all written notifications involving this MOU are:

Sponsor:

Contact Person: Lara Finkbeiner_____

Title: Public Interest Director_____

Address: 701 S. State Street, 1100 Jeffries Hall, Ann Arbor, MI 48109-3091__

Telephone: 734-764-0546_____

Fax: 734-764-5228_____

Email: lara@umich.edu_____

Gideon’s Promise:

Contact Person: Elizabeth Jones

Title: Training & Recruitment Director

Address: 101 Marietta ST NW Suite 250 Atlanta, GA 30303

Telephone: (404) 935-6405

Email: elizabeth@gideonspromise.org

El Paso Public Defender Office:

Contact Person: William R. “Bill” Cox

Title: Interim Chief Public Defender

Address: 500 E. San Antonio, Suite 500, El Paso, Texas 79901

Telephone: 915 546-8185 x 3569

Fax: 915 546-8186

Email: WCox@epcounty.com

XII. Termination

- A. Any party may terminate the provisions of this MOU at any time upon delivery of written notice, except that, once a Fellow is selected and accepts the Fellowship, all parties shall comply with their obligations until the end of the Fellowship term. The initial term of this MOU commences on September 1, 2020 and continues until August 31, 2021.

XIII. Miscellaneous

- A. This MOU may be executed in any number of counterparts, which together shall constitute one and the same agreement. Signatures delivered by facsimile shall be deemed effective for all purposes.

Ilham Askia
Executive Director
Gideon's Promise

Date

Ricardo Samaniego
El Paso County Judge
Partner Office

Date

Michele Frasier Wing
Chief Operating Officer
University of Michigan School of Law
Sponsor

Date

Annemarie Yaldo
Fellow

Date