

**MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN
BASTROP INDEPENDENT SCHOOL DISTRICT
AND ST. DAVID'S FOUNDATION**

This Memorandum of Understanding ("Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between Bastrop Independent School District, a political subdivision of the state of Texas acting through its Board of Trustees ("District") and St. David's Foundation, a Texas nonprofit corporation (Texas Taxpayer ID # 17413565890) ("Foundation") (each individually a "Party," and collectively the "Parties").

I. Purpose

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the Parties and set forth the relative roles, responsibilities, and expectations of each Party with regard to the Foundation providing dental care at no cost to District students in need.

II. Term

This Agreement shall be in effect from August 1, 2025 through July 31, 2026 ("Term"). This Agreement may be extended by both the Foundation and District if in writing and executed by both Parties prior to the expiration of the Agreement. Either Party may terminate this Agreement at any time without cause in writing by the terminating Party's authorized representative.

III. Services and Foundation Obligations

The Foundation will provide to the District for the duration of the Term the following professional services ("Services"):

- The Foundation will provide diagnostic, preventive and restorative dental treatment, and/or oral health education needs to students at District elementary schools that are designated as Title I Schools. In special circumstances, the Foundation may refer the student to a third party provider for specialty dental services paid for by the Foundation, that the Foundation is not equipped to provide on its dental vans.
- The Foundation will provide each designated campus with a Foundation staff member who will liaise with the District staff to help facilitate the coordination and scheduling of Foundation's Services on campus. The Foundation will also host a meeting with teachers and/or other District staff at each campus at which the Foundation provides Services, to share details regarding the Services.
- The Foundation is regularly asked to participate in Career Day, Health Fair or similar types of events at various school districts. The Foundation may participate in such events for the District as scheduling and staffing permits, however, such participation is voluntary and separate from the Services provided pursuant to this Agreement.
- The Foundation will take necessary precautions for the safety of and prevention of damage to the District's property and for the safety of and prevention of injury to

individuals, including the District's employees and students, and third parties (guests, invitees, etc.), on the District's campuses.

- The Foundation will provide to the District campus and District-wide reports prior to the end of the Term. These reports will reflect the number of students receiving Services on each campus, percentage of Services provided by campus, and total value of donated Services to the District.
- The Foundation will abide by all applicable federal, state, and local laws and regulations.

IV. Consents

The Foundation shall obtain a signed written consent form from the parent or guardian of a student before providing dental treatment to that student. The Foundation will provide copies of written consent forms, letters or fliers with QR codes, or other publications for the District to distribute to parents and guardians. The Foundation will contact parents/guardians using the contact information provided by the District, to communicate regarding the consent forms. Parents/guardians will have the ability to opt out of such communications.

V. Foundation Operational Service Requirements

The District will provide to the Foundation at each campus the following:

- Parking for dental vans on campus to facilitate the provision of Services.
- Use of District bathroom facilities for Foundation employees.
- Access to the campus building(s): each campus will provide either a key to buildings as required by the Foundation to carry out its obligations under this Agreement, or District staff shall be present to provide access to District buildings for the Foundation.
- Annual meeting with the District superintendent and/or designees.

VI. Student Information

For purposes of providing Services pursuant to this Agreement, the Foundation will be considered a "school official" as the term is defined in the Family Educational Rights and Privacy Act (FERPA). Therefore, the Foundation has a legitimate educational interest in the student information provided for the Services set out herein. The District may release student roster information to the Foundation only to the extent necessary for the Foundation to provide Services. As such, the Foundation agrees to all terms and conditions in the attached Data Sharing Agreement, which is fully incorporated herein.

The Foundation agrees to ensure that its employees and contractors comply with all applicable provisions of this Agreement and Data Sharing Agreement. The Foundation agrees to require and maintain an appropriate confidentiality agreement from each of its employees, agents, or contractors (if any) with access to District's data pursuant to this Agreement and Data Sharing Agreement.

VII. No Compensation or Payment for Services

The Foundation will assume all and be solely responsible for all costs and expenses it incurs in providing the Services, which will be provided at no charge to the District or its students or students' families.

VIII. Liability and Indemnity

The District shall have no liability whatsoever for or with respect to the Foundation's use of any District-owned property or the actions of, or failure to act by, any employees, contractors, agents, or assigns of the Foundation. The Foundation agrees that the Foundation shall be solely responsible, as between the Foundation and District and the Foundation officers and employees of District, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the Foundation or its agents, officers, employees, and contractors, while on District property or while using any District-owned facility or performing any function or providing any Services undertaken by the Foundation pursuant to this Agreement.

Foundation shall not be liable to District or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about District premises caused by any act or omission of District, its agents, servants or employees, or of any other person entering upon District premises under express or implied invitation by District.

To the extent permitted by law, the Foundation agrees to indemnify, defend, and hold the District harmless from and against any claims for death or injury to persons, or loss or damage to property arising out of or caused by the Foundation's Services under this Agreement. Such duty to indemnify shall apply without regard to whether the claim shall arise from the negligence of the Foundation, the District, or any combination thereof.

The Foundation agrees to carry for the duration of the Term of this Agreement, general liability insurance and professional services insurance coverage and will provide proof of insurance to the District upon written request.

IX. Employees

Each Party shall be solely responsible for the hiring, training, supervision, and compensation of its respective employees. No employee of either Party shall, by reason of this Agreement, be considered an employee of the other Party, as jointly employed by both Parties, or otherwise eligible for any benefits of employment by the other Party.

The Parties recognize that employees of the Foundation may, from time to time, be required to comply with directives from the District's campus principal or other administrative personnel. The Parties expressly agree that neither will assert that an employee of the other Party was at any time acting as a borrowed servant, except pursuant to a separate, written agreement granting to a Party a general right of control over an employee of the other Party.

Nothing herein may be construed as an attempt by either Party to waive or in any way restrict the application of any common law or statutory immunity available to the Foundation's employees as professional school employees or school district volunteers.

The Foundation agrees that it will maintain standards of employee or contractor conduct in the workplace addressing conduct towards other Foundation employees, contractors, District employees, students, and members of the public. Such policies shall be no less stringent than those established by the District Board of Trustees in its published policies. The Foundation may satisfy its obligations under this section by adopting the District's policies by reference but shall not thereby be entitled to confer upon the Foundation's employees any rights as an employee of the District.

X. Criminal History Record Information and Compliance with District Policies

The Foundation understands and agrees that any individual who will have continuing duties related to Services provided on District-owned property and who therefore will or may have direct contact with students, must be screened by the District for disqualifying criminal history as determined by the District. Foundation employees and contractors may not provide any Services until the individual has provided to the District a driver license or other form of identification containing the individual's photograph issued by an entity of a U.S. state or federal government agency, and the District has obtained from the Texas Department of Public Safety all criminal history record information that relates to the individual. Foundation agrees that its employees and contractors shall comply with all rules, regulations, and requirements of the District and the school campus on which any Services are to be provided.

XI. Miscellaneous Provisions

1. Representations and Warranties. The Foundation represents that it is a nonprofit corporation organized, validly existing, and in good standing under the laws of the State of Texas and has the power and authority to enter into this Agreement and to fulfill the duties of this Agreement. The Foundation has obtained all necessary approvals to execute this Agreement and to fulfill the duties specified herein. This Agreement, as of the Effective Date, will constitute a valid and binding Agreement of the Foundation in accordance with the terms of this Agreement.
2. Assignment. Neither Party shall assign its rights under this Agreement, without the prior written consent of the other Party.
3. Notices. Any notice or information required or permitted to be delivered under this Agreement shall be in writing and electronically transmitted via email to the other Party in accordance with the following contact information:

IF TO: Bastrop Independent School District
Attn: Barry Edwards, Superintendent
906 Farm Street
Bastrop, Texas, 78602
Email: bedwards@bisdtx.org

IF TO: St. David's Foundation
Attn: Melissa Belt
1303 San Antonio Street, Suite 600
Austin, Texas 78701

Email: mbelt@stdavidsfoundation.org

cc: legal@stdavidsfoundation.org

4. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect.
5. Governing Law and Venue. This Agreement shall be governed by and in accordance with the laws of the State of Texas and venue shall live in Travis County, Texas.
6. Relationship of Parties. The Parties agree that this Agreement shall create an independent contractor relationship only, and that nothing herein shall be construed as creating any partnership, corporation, joint venture, or other jointly owned or operated business entity.
7. Entire Agreement. This Agreement and the attached Data Sharing Agreement supersedes any and all other agreements, either oral or written, between the Parties and contains all of the covenants and agreements between the Parties with respect to such contract. Any modification of this Agreement shall be effective only upon written agreement of the Parties. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

The Parties have executed and attested to this Agreement by their duly authorized officers effective as of:

Bastrop Independent School District

Barry Edwards
Title: Superintendent

Date: _____

St. David's Foundation

Shailee Gupta
Dr. Shailee Gupta
Title: Director, Dental Programs

Date: 6-18-25

EXHIBIT A

DATA SHARING AGREEMENT

St. David's Foundation ("Foundation") requests access to individual student information for students of Bastrop Independent School District ("District"), to fulfill its obligations to provide Services under the Memorandum of Understanding Agreement between the District and the Foundation ("MOU"). For purposes of the Services to be provided by the Foundation, the Foundation is a "school official" as the term is defined in the Family Educational Rights and Privacy Act ("FERPA"). Therefore, the Foundation has a legitimate educational interest in the student information provided. As such, the Foundation's access to individual student information is permitted under the FERPA and its implementing federal regulations found in 34 C.F.R. Part 99.

The Foundation understands that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. FERPA is specifically incorporated into the Texas Public Information Act as an exception to records which are subject to disclosures to the public (Texas Government Code, Chapter 552).

In order for Foundation to provide Services (as that term is defined in the MOU), District agrees to provide access to student demographic, parent/guardian contact, grade and teacher, and other roster information to the Foundation. The terms of this Data Sharing Agreement are in effect as long as the MOU between the District and the Foundation is in effect or until terminated. Student rosters to be used for this purpose shall be generated through the District superintendent's office.

The District shall provide the Foundation access to the District student data for all students attending the schools where Foundation will provide Services pursuant to the terms of the MOU (Title I elementary schools). The following data access will be provided during the term of the MOU via an individual request to the District-level Information Technology Department for each elementary school campus for which the Foundation provides Services. The following data fields are required in order to develop the logistical and operational tools (e.g., handouts made out to parents/guardians) to provide Services to students in an efficient manner. Contact information is utilized to follow up with parents/guardians about a student's dental care and treatment. All fields listed are utilized by Foundation employees to reduce the burden on District staff and to easily identify and locate students with the least disruption to the school day as possible. Data will be requested approximately 10-20 business days before the Foundation is scheduled to arrive at the school campus to ensure the information is as accurate as possible and should be provided in a timely fashion.

Fields Needed for Program Operations:

1. School Name or School NUM (number the district assigns each school)
2. PERMNUM (Unique identifier that follows child within the district)
3. Student Last Name (SLast)
4. Student First Name (SFirst)
5. Student Date of Birth (Birthdate)
6. Gender

7. Grade
8. Race/Ethnicity
9. Name of Parent/Guardian (PrntGuard)
10. Telephone Contact of Parent/Guardian (Telephone)
11. Address (often divided into several fields of Street, City, State, and Zip)
12. Parent/Guardian Email Address
13. Language spoken at Home by Parent/Guardian
14. Flag for Free/reduced Lunch Eligibility Status
15. Insurance Status
16. Teacher First and Last Name

If possible, the following fields concerning teacher/room information should be included in the file sent to Foundation. If not possible, the information will be requested directly from the school and added manually to the dataset by the Foundation:

1. Homeroom Number of Class
2. Lunch Time for Class
3. Specials Time for Class
4. Recess Time for Class

Access to the student data systems will be provided to Foundation employees via an electronic file sent in a secure and encrypted manner as determined by the District. Email messages are transmitted via encrypted message with shared digital ID. Mobile dental vans are on Foundation's secure Virtual Private Network (VPN), Secure Sockets Layer (SSL) server, and Self-Encrypting Drive (SED) hardware. This data will be used by Foundation employees solely for the purpose of facilitating the provision of Services (diagnostic, preventive and restorative dental treatment, and oral health education) to District students and their families, and for the purpose of evaluating the impact of the Foundation's Dental Program.

The Foundation assures that in all other reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by reduction. The Foundation further assures that the data elements will not be released to a third party without written parental consent.

Any unauthorized disclosure of confidential student information is a violation of FERPA and its implementing federal regulations found in 34 C.F.R. Part 99 and shall not be permitted to occur.

The Foundation agrees and understands that information concerning any individual student is to be held in strictest confidence and assures that procedures are in place for monitoring and protecting the confidentiality of student information. The Foundation further agrees that any data sets or output reports that its employees, contractors, or agents may generate with individual student data are confidential.

While in possession of this confidential data, the Foundation shall permit access only to its employees and contractors authorized to assist with facilitating the delivery of Services. The Foundation agrees to store the data in a secure and locked area and to take all reasonable efforts to prevent unauthorized access to the data. The Foundation's technology and data systems are

adequately encrypted to protect the data. Data systems require login credentials and passwords; access levels require director authorization and network administrator configuration. The Foundation agrees to maintain ongoing system monitoring, and report any data breaches to the District. At the request of the District, the Foundation agrees to destroy or transfer to the District all data provided by the District relating to the District, its students, and its employees that the Foundation may have in its possession or in the possession of any contractors or agents to which the Foundation may have transferred data. Notwithstanding the foregoing, the District agrees that the Foundation shall be permitted to maintain any student data in its own records in order to comply with the Health Insurance Portability and Accountability Act, and Texas state law regarding dental record maintenance and destruction.

Student gender and race/ethnicity information is necessary for the Foundation to confirm student identity, ensure accurate data entry, and inform culturally competent provision of the Services. Foundation agrees to have all of its employees and contractors authorized to have access to student gender and race/ethnicity information, certify their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality.