

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FRIENDS OF THE CHILDREN AUSTIN  
AND  
BASTROP INDEPENDENT SCHOOL DISTRICT  
(SEPTEMBER 1, 2025 – JUNE 15, 2026)**

This Memorandum of Understanding (MOU) outlines the terms of agreement **between Bastrop Independent School District (BISD)**, a political subdivision of the state of Texas acting through its Board of Trustees herein referred to as “District” and **Friends of the Children Austin**, herein referred to as “Agency” and jointly referred to as the “Parties”.

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the Parties and set forth the relative roles, responsibilities, and expectations of the Parties.

**Program Description:**

Friends of the Children is a national nonprofit that is breaking the cycle of generational poverty by providing the most vulnerable children with a long-term, salaried, trained, professional mentor from kindergarten through high school graduation.

**Term**

The period for performance of this MOU shall commence on September 1, 2025 and will end on June 15, 2026, unless renewed or terminated before that time period, in accordance with this Agreement.

This Agreement may be renewed for an additional term by the mutual written agreement of the Parties on or before the termination date.

The District may terminate this agreement at any time, with or without cause, by giving the Agency a minimum of thirty (30) days written notice.

If the Agreement is renewed for an additional year, any party may, without penalty, terminate the Agreement at the end of any budget period occurring during the Term of the Agreement, if funds for the Agreement have not been appropriated in the budget for the succeeding school year.

**Responsibilities of the Parties**

In consideration of the mutual aims and interests of both parties, each Party hereby agrees that its responsibilities under this MOU shall be as follows:

The **Agency** assumes the following responsibilities and shall provide the following services:

**Friends of the Children Program will provide:**

Direct 1:1 mentoring services to identified students from kindergarten through twelfth grade in the youth’s school, home, and community throughout the calendar year.

The **District** assumes the following responsibilities:

**Bastrop ISD will provide:**

District will provide space and access to identified students in accordance with District policies and practices and as reasonable and appropriate in the opinion of District and campus administrators.

**Consideration**

The total consideration for this Agreement shall be the mutual services provided by the Parties, and any other consideration specified herein.

**Consents Required**

Agency shall secure signed parent/guardian permission from students/teachers/participants who participate. Agency also agrees to fully disclose the list of participants to the District and to obtain a statement signed by parent/guardian acknowledging the disclosure and releasing the District from any and all responsibility for Agency activity.

**Management of the Collaboration and Ongoing Monitoring**

On a weekly basis, the Agency will collect student-level data, including: direct and indirect time spent with the youth or advocating on their behalf, progress towards roadmap goals, and details on outings.

On a quarterly basis, the Agency will collect student-level data including:

- Teacher/classes
- Grades, including literacy reading scores
- Attendance
- Disciplinary action, suspension, expulsion
- Extracurricular programs they are enrolled in

**FERPA and Data Privacy**

Under this agreement, and in compliance with the Family Education Rights and Privacy Act of 1974 (FERPA), and its implementing regulations found in 34 CFR Part 99, unauthorized disclosure of personally identifiable information shall not be permitted to occur. All persons authorized to have access to the data shall use the data for educational purposes only, shall not release or share the data with any third parties, and shall return the data when no longer needed for an educational purpose or upon termination of this Agreement. Data will be stored in a secure area, the District shall have access to the data at all times. Agency shall comply with all data privacy and protection laws including but not limited to the Family Education Rights and Privacy Act, the Children's Online Privacy Protection Act, the Children's Internet Protection Act, the Health Insurance Portability and Accountability Act, the Protection of Pupil Rights Amendment, and the General Data Privacy Regulation.

In the event that District data in the possession of Agency is breached, the Agency shall immediately notify the District in writing, take immediate steps to mitigate the breach, and shall be responsible for any notifications that must be provided.

## **Confidentiality**

The Parties recognize and acknowledge that in the course of performing services required by this MOU, they will obtain information and knowledge relating to each other's business, some of which information and knowledge is confidential, and that either party could substantially detract from the value and business prospects of the other party in the event either party were to disclose to any person not related to the other party or use such information and knowledge for their own or the advantage of another person or entity. Accordingly, the parties hereby agree that they will only disclose such information on a "need to know" basis in the course of carrying out their duties hereunder, or unless otherwise required by the Texas Public Information Act or other applicable law.

## **Criminal History Record Information**

All individuals employed or engaged by Agency must submit to a criminal history record information (fingerprinting) review if, as an independent service provider, these individuals will engage in continuing activities related to the agreed upon services and have direct student contact as defined in District policy CJA (LEGAL). Agency must certify to District in Exhibit A- Covered Employees List to this agreement that Agency has complied. Statutory citation found in Texas Education Code § 22.0834

Agency shall also ensure that a criminal history record information review, per guidance in Exhibit A - Covered Employees List to this agreement, has been conducted on all of its employees, interns, volunteers or sub-contractors providing services for the District under this agreement and there is no criminal history record that would prevent employees, interns, volunteers or sub-contractors from working in District facilities or events sponsored by the District. If it is determined that Agency or any of Agency's employees, interns, volunteers, or sub-contractors be in violation of this provision, Agency shall immediately remove such persons from the property of the District with no requirement of written notice from the District and shall prohibit such persons from future entry on the property of the District. Statutory citation found in Texas Education Code § 22.0834.

## **Criminal Background Checks**

In compliance with Senate Bill 9 (SB9) and Texas Education Code (TEC). Chapter 22, Subchapter C, Agency agrees that all of Agency's employees, interns, Americorps members, and volunteers assigned to any BISD campus and providing direct services to students will have a subsequent criminal background check completed by BISD.

In the case that the Agency and/or individual refuses the District's subsequent criminal background check on Exhibit A - Covered Employees List prior to the individual having direct contact with students, the District, at its discretion may limit that individual to areas supervised by the District employees and/or staff; such as the school cafeteria and library, or refuse the individual access to the District while students are present.

## **District Not Liable**

The District shall have no liability whatsoever for or with respect to the Agency's use of any property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the Agency. The Agency agrees that: the Agency shall be solely responsible, as between the Agency and District and the agents, officers, and employees of the 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 Agency or its agents, officers, employees, and subcontractors, while on District property or while using any District facility or performing any function or providing or delivering any service undertaken by the Agency pursuant to this Agreement. The Agency further agrees to hold the District harmless.

### **Indemnity**

To the extent permitted by law, the Agency agrees to indemnify, defend and hold the District harmless from and against any claims by the party, its clients, employees, or agents, or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by the maintenance, use, or operation of District or Agency premises. Such duty to indemnify shall apply without regard to whether the claim shall arise from the negligence of the Agency, the District, or any combination thereof. Notwithstanding the forgoing, the Agency shall have no obligation under this section for the willful misconduct of District employees.

### **Miscellaneous Provisions**

This Memorandum of Understanding supersedes any and all other agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such contract. Any modification of this Memorandum of Understanding shall be effective only upon written agreement of the Parties. A waiver of any breach of any of the provisions of this Memorandum of Understanding shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. Any ambiguous language in this Memorandum of Understanding shall be interpreted as to its fair meaning, and not strictly for or against either party, regardless of whether either party drafted the Memorandum of Understanding.

This Memorandum of Understanding shall be governed by and in accordance with the laws of the State of Texas and venue shall live in Bastrop County, Texas unless otherwise mandated by law. Each party shall abide by all laws, statutes, regulations and ordinances in completing the terms of this contract.

Any notice required to be given pursuant to this Memorandum of Understanding shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested to the party's last known address. The notice shall be effective upon deposit with the postal service.

Each party agrees that the services they provide will be performed with the level of care and skill ordinarily exercised by members of their profession.

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order 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

*Marilyn Manzo-Dawson*  
Marilyn Manzo-Dawson (May 20, 2025 14:04 CDT)

May 20, 2025  
Date \_\_\_\_\_

Marilyn Manzo-Dawson, Executive Director  
Friends of the Children Austin  
1023 Springdale Road, Suite 13C  
Austin, TX 78721

\_\_\_\_\_

Date \_\_\_\_\_

Bastrop ISD