

**ROBSTOWN INDEPENDENT SCHOOL DISTRICT
AGENDA ACTION SHEET**

Date: August 12, 2024

Subject: Discuss and Consider Approval of Memorandum of Understanding with Majesty Outdoors

Administrator Responsible: Diana L. Silvas

Position: Assistant Superintendent of Human Resources

A. Purpose of Agenda Item:

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Information Only

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Action Needed

B. Authority for this Action:

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Local Policy

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Law or Rule

C. Strategic Objective, Goal, or Need Addressed: Majesty Outdoors is a nonprofit organization that mentors fatherless youth. Their mission is to show the love of Jesus Christ to fatherless youth by providing them with outdoor experiences and mentorship. They believe that spending time in nature and connecting with positive role models can have a transformative impact on young people's lives. The team is dedicated to helping young people develop a sense of purpose, build strong character, and discover their unique talents and abilities.

Their Mission is Building a Generation of Hope by Shattering the Cycle of Fatherlessness.

D. Summary: Please see attached MOU

E. Alternatives Considered: N/A

F. Comments Received: N/A

G. Administrative Recommendation: That the Board approve the Memorandum of Understanding between Majesty Outdoors and Robstown ISD from September 1, 2024, to August 31, 2025.

H. Fiscal Impact and Cost: N/A

I. Monitoring and Reporting Time Line: September 1, 2024 – August 31, 2025

Memorandum of Understanding

Between

Majesty Outdoors

This agreement is made by and between Robstown Independent School District (hereinafter referred to by the name or as "RISD"), a Texas Public Independent School District and Majesty Outdoors, (hereinafter referred to by name or as the "Contractor"), a Texas 501 (c)(3) corporation.

I. Primary Contacts

- a. Dr. Marc Puig, Superintendent, Robstown Independent School District, 801 North First Street, Robstown, Texas, 78380
- b. Dave Cotham, Executive Director, Majesty Outdoors, 555 N. Carancahua, Suite 130, Corpus Christi, Texas 78401

II. Statement of Shared Vision/Goals

- a. The purpose of this Agreement is to establish a collaborative agreement between RISD and the Contractor for the purpose of providing mentorship programming and supportive services to students and their parent/legal guardian as outlined in this MOU. in order to give permission and access to the Contractor to provide free supportive services to the students of RISD and surrounding areas in the form of mentorship and skill building opportunities in the Tidechangers Program. The Contractor will also provide free supportive services and education to the mothers/guardians of the youth residents who participate in the program through the Estrellas Program.

III. Services, Terms & Location

a. RISD responsibilities

- i. Provide an appropriate space for the group sessions to take place on a RISD property. Superintendent, or designee will designate the location for the services;
- ii. Be available to address any issues that may arise with the Contractor's services on RISD Property.
- iii. RISD will work with Provide the Contractor to identify with a list of youth students or single parent households who fit the criteria to

participate in the programs. RISD shall not share any personally identifiable student information, including student names, grade level, and phone number -unless authorized to do so by the parent or legal guardian.

- iv. Invite the Contractor to participate in district outreach events and parent engagement activities in order to promote the program; and
- v. If possible, provide a district staff member who will sponsor the group and help facilitate and serve as a mediator between RISD and the Contractor.

b. Contractor responsibilities

- i. Contractor will pPprovide free mentorship services to the a minimum of ten (10) RISD students and a maximum of ten (10) non-RISD students from surrounding areas. of RISD and surrounding areas at no charge to RISD. Contractor will provide the following mentorship services and activities on the RISD campus:

- Provide a pre-prepared meal/snack
- Teach team building and leadership skills through outdoors based lessons such as putting together a tent, animal print tracking, intro to archery and topographic map reading.
- Practical Lesson connecting the outdoor component to Faith based principles & values
- Arts & Crafts
- Mentorship & Support in a 6–8-person group setting

- ii. Contractor will pPprovide free supportive services and education to the mothers/guardians of the RISD students and non-RISD students participating in the Majesty Outdoors mentorship program through the Estrellas Program. children who are participating in the Tidechangers-Program Contractor agrees to provide RISD with the names, address, and phone number of all persons receiving the support services on the RISD campus.

- iii. Contractor will aActively seek volunteers to serve as mentors for the program.

- iv. Contractor will comply with all laws regarding the submission to a national criminal history record information review for every mentor, employee, volunteer, or agent who will perform duties under this MOU and have direct contact with students on a RISD campus. Contractor shall

be responsible for the payment of any fees related to such background checks. Conduct background checks and interviews on all mentors/volunteers for the program

- v. Contractor will pProvide volunteer training to all mentors. Contractor will ensure that all volunteers, mentors, employees, or its agents performing services on the RISD campus will adhere to Robstown ISD Board Policies. Upon request, Contractor agrees to provide RISD with its training materials.
- vi. Contractor will pProvide curriculum for the Tidechangers and Estrellas Programs at no cost to RISD. Upon request, Contractor will provide RISD with its curriculum information.
- vii. Contractor will provide a list of equipment that will be used on its campus to facilitate its program. RISD shall not be responsible for any damage to Contractor's equipment. RISD reserves the right to prohibit certain equipment from its campus. Superintendent, or designee shall have the sole authority to determine which equipment may be used on the RISD campus. Provide all necessary equipment needed to facilitate the programs
- viii. Contractor agrees to cContact RISD if any problems or issues arise in the facilitation of the programs. Contractor agrees to immediately notify the Superintendent, or designee of any complaint or injury relating to any student or parent/guardian participating in the Majesty Outdoor or other program under this MOU.
- ix. Contractor will provide RISD with a list of students who are participating in the Tide Changers Program or any other program relating to the mentorship activities addressed in this MOU. Contractor agrees to provide RISD with the names of each RISD and non-RISD student and their emergency contact information prior to the students' participation in the Majesty Outdoor program and activities.
- x. Contractor aAssure confidentiality, privacy, and maintenance of student and professional records in accordance with FERPA regulations.
- xi. Contractor agrees to pay all costs associated with provision of its activities, programming, and related mentorship and supportive services.
- xii. Contractor agrees provide RISD with a list of program criteria so that it may identify students and families that may benefit from the activities under this MOU.

- xiii. Contractor will ensure that employees, volunteers, and mentors performing activities under this MOU are first aid certified within thirty days of program launch date. Contractor agrees to provide RISD with the first aid certifications for all persons performing activities under this MOU.
- xiv. Contractor will adhere to the rules and regulations outlined in the attached Exhibit A, and any amendments to the same required by RISD.
- c. **Commencement Date.** The specific commencement date of this agreement shall be Effective Date as contemplated below.
- d. **Term.** The term of this agreement begins immediately upon execution of this document by the parties and terminate on August 31, 2025. —is for a term of three (3) years. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice. Upon the mutual written agreement of the parties, this Agreement may be renewed for term to begin on the first school day of the 2025-2026 school year.
- e. **Location.** RISD agrees to provide the space where the services are to be provided. Contractor agrees to comply with the attached terms and conditions regarding use of a school district facility.

IV. Confidential Records and Information

- a. The parties do not anticipate the Contractor will need access to confidential student education records to deliver the program and activities included in this MOU. In the event Contractor shall require confidential educational records to provide the services and activities under this MOU, Contractor will obtain a satisfactory consent and release from the RISD student's parent or legal guardian. In the carrying out of the terms of this Agreement, the Contractor may, from time to time, have access to confidential information and documents pertaining to students at RISD. RISD shall not, without written consent of the parents of the student, release or disclose to the public or any third party information or records regarding any RISD student. Said information and documents are considered confidential, and shall not be used by the Contractor, or any of its employees, agents, or representatives, for private purposes. The Contractor acknowledges that the unauthorized release of confidential student information or records may subject the individual or entity to criminal and civil penalties. Accordingly, the Contractor will comply with the requirements of RISD policy pertaining to the confidentiality of student education records, and will comply with the requirements of the Family Education Rights and Privacy Act (F.E.R.P.A. — see 20 U.S.C. § 1232g and 34 C.F.R. § 90, et seq.) The Contractor further agrees that any confidential student information or records it obtains

~~pursuant to the performance of this Agreement will be destroyed after the need for such information or records ceases to exist.~~

V. Criminal Background Check

- a. The Contractor shall obtain from any law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), all criminal history record information that relates to an employee of the entity who is employed before January 1, 2008, and who is not subject to a national criminal history record information review under Education Code 22.0834(b) if:
 - i. The employee has continuing duties related to the contracted services; and
 - ii. The employee has direct contact with students.

A person who, on or after January 1, 2008, is offered employment by an entity that contracts with the RISD must submit to a national criminal history record information review if:

- i. The employee or applicant has or will have continuing duties related to the contracted services; and
- ii. The employee or applicant has or will have direct contact with students.

The person must submit to the review before being employed or serving in a capacity described above.

An entity contracting with RISD shall obtain all criminal history record information that relates to a person described above through the criminal history clearinghouse as provided by Government Code 411.0845.

~~The entity shall certify to RISD that it received and reviewed all of the criminal history record information required above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.~~

A service contractor shall provide RISD, at its request, the information necessary for RISD to obtain criminal history record information for all covered contract employees. Contractor shall be responsible for all costs associated with obtaining a national criminal history record.

VI. Indemnification

- a. The Contractor agrees to indemnify and hold RISD, its officers, employees, and agents, harmless from and against any and all claims, demands, suits, and causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of service, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omission of Contractor, or its volunteers, agents, mentors, or employees, in the performance of activities or duties pursuant to this Agreement.

~~of any kind that may be asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of the Contractor, its agents, employees and subcontractors, in the performance of this Agreement, unless such claim, damage, injury or loss is the result of negligence or intentional conduct of RISD and its employees or agents, to the extent allowed by the laws of the State of and Constitution.~~

VII. General Provisions

- a. Non-assignment. Neither party shall sell, assign, delegate, or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other parties. Any assignments by either party will render this Agreement null and void.
- b. Applicable Law. This Agreement shall be construed, enforced, and performed, in accordance with the laws of the State of Texas and in accordance with PHCS Board Policy.
- c. Entire Agreement. This Agreement represents the entire Agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements, and understandings of every kind and nature between them. No modifications of the Agreement will be effective unless in writing and signed by both parties.
- d. Authority. The signatories hereto represent and warrant that they are authorized to sign this Agreement on behalf of the parties hereto.
- e. Insurance. The Contractor will maintain and furnish to RISD the Contractor's satisfactory proof of liability insurance. Such insurance shall include workers compensation at statutory limits, including employer's liability coverage with minimum limits of \$1,000,000 each-occurrence and each accident; \$1,000,000 by disease each occurrence; \$1,000,000 by disease aggregate. Contractor shall maintain commercial automobile liability insurance at a minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage. Contractor shall maintain commercial liability coverage a minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage.
- f. Notices. All notices under this Agreement shall be in writing and sent to the parties at the addresses immediately below their respective signatures hereto, or to such other

addresses of which either party may advise the other in writing. Notices will be deemed given when sent.

Executed at 801 N. First Street, Robstown, Texas, and dated on this the 12th day of August 2024.

RISD: Robstown Independent School District

701 N. First Street, Robstown, Texas 78380

Name: Dr. Marc Puig, Superintendent of Schools

Phone: (361) 767-6600, ext. 2005

By: _____

Date: _____

Contractor: Majesty Outdoors

555 N. Carancahua, Suite 130, Corpus Christi, Texas 78401

Phone: (361) 400- 2321

Name: Dave Cotham, Executive Director

By: _____  _____

Date 07/16/2024