

**ROBSTOWN INDEPENDENT SCHOOL DISTRICT
AGENDA ACTION SHEET**

Date: Apr 13, 2026

Subject: Discuss and consider approval of a Memorandum of Understanding (MOU) between Robstown
ISD and Heritage Community Services (Heritage Youth and Family Services of Texas)

Administrator Responsible: Joshua Garcia

Position: Director of Teaching & Learning

A. Purpose of Agenda Item:

- Information Only
- Action Needed

B. Authority for this Action:

- Local Policy: EHAA (Local) – Basic Instructional Program: Required Instruction (Human Sexuality Instruction)
- Law or Rule: Texas Education Code §28.004

C. Strategic Objective, Goal, or Need Addressed:

This action supports the district’s commitment to providing comprehensive student support and character development opportunities while ensuring compliance with state requirements for human sexuality instruction and parent engagement.

D. Summary:

The proposed MOU between Robstown ISD and Heritage Community Services outlines the implementation of the Heritage Keepers program, providing character-based and abstinence education for students, along with optional parent engagement opportunities. The agreement defines responsibilities for both parties, ensures compliance with SHAC requirements and parent consent, and provides services at no cost to the district through June 1, 2029.

Attachments:

Memorandum of Understanding with Heritage Community Services

E. Alternatives Considered: To decline entering into the MOU, which would limit the district’s ability to provide this additional educational program and related resources to students and families at no cost.

F. Comments Received: District administration has reviewed the terms of the MOU to ensure alignment with district policies, state requirements, and student needs. The agreement reflects compliance with SHAC processes, parent notification, and consent requirements outlined in state law.

G. Administrative Recommendation: Approve the Memorandum of Understanding between Robstown ISD and Heritage Community Services as presented.

H. Fiscal Impact and Cost: There is no cost to the district associated with this agreement.

I. Monitoring and Reporting Timeline: Program implementation will be monitored by district administration to ensure compliance with MOU terms and state requirements.

MEMORANDUM OF UNDERSTANDING BETWEEN

ROBSTOWN INDEPENDENT SCHOOL DISTRICT

AND

HERITAGE COMMUNITY SERVICES

D/B/A

HERITAGE YOUTH AND FAMILY SERVICES OF TEXAS

This Memorandum of Understanding ("Agreement") is entered into by and between the following parties: the ROBSTOWN INDEPENDENT SCHOOL DISTRICT ("RISD") and HERITAGE COMMUNITY SERVICES D/B/A HERITAGE YOUTH AND FAMILY SERVICES OF TEXAS ("CONTRACTOR")

WHEREAS CONTRACTOR and RISD share a mutual interest in seeing that the human sexuality education program be provided for further educational and personal growth and development; and

WHEREAS RISD proposes to institute such an educational program to be known as the HERITAGE KEEPERS Abstinence Education Program; and

WHEREAS CONTRACTOR can and desires to provide student and parent instruction and additional activities as mutually agreed upon by the Parties to the identified students; and

WHEREAS CONTRACTOR is willing to provide such services at no cost;

NOW, THEREFORE, in consideration of the mutual promises herein expressed CONTRACTOR and RISD agree as follows:

A. Responsibilities of HERITAGE KEEPERS:

1. Provide classroom presentations on character and sexuality during class periods agreed upon in advance using Heritage Keepers curriculum previously viewed and approved by RISD
2. Schedule a trained guest speaker to be available for all agreed upon scheduled days
3. Conduct Parent and Teacher Workshop and provide access to curriculum materials in the school's front office for interested parents prior to classroom presentations, if requested
4. Provide evaluations and Entry/Exit surveys for each class in accordance with guidelines from the University of Texas Public Health at Houston
5. Provide opt-in forms, all copies of parent take home reading materials, as well as student workbooks and supplies necessary for the implementation of the curriculum and related activities.

B. Responsibilities of RISD:

1. School Board must adopt a policy on the adoption of materials; board must adopt a resolution convening the SHAC to make a recommendation of materials to the board.
 - a. The SHAC must hold 2 public meetings and provide recommendations to the board.
 - b. The School Board must take action on the recommendation, recording a vote by the public meeting.
2. Provide a written notice of instruction to a parent/guardian of each student enrolled in the district stating, but not limited to, the following:
 - a. The decision to provide human sexuality education
 - b. A description of the content and a general schedule of instruction
 - c. Parent's right to
 - i. review curriculum materials
 - ii. remove student from any part of instruction
 - iii. enact a grievance or appeal to issue a complaint of violations related to this requirement
 - d. Opportunity for parental involvement in curriculum development via feedback forms posted during the Parent Workshop
3. Obtain written consent of participation from each student's parent/guardian at minimum 2 weeks prior to the first day of instruction (Request for written consent may not be sent with any other notifications other than the aforementioned notice in section B.2 of this agreement.) Consent should include:
 - a. Participation in a voluntary performance measure survey that may be refused by student;
 - b. Release of demographic information: first name, last initial, age, biological sex, race, and daily attendance.
4. School official shall provide the contractor with all returned permission forms prior to the implementation start date for review and class roster preparation.
5. Schedule classroom presentations through CONTRACTOR Program Administrator or assigned staff member at least one month prior to dates requested to ensure ample time to schedule speaker
6. Allow use of classroom technological equipment, including laptop/computer and projector as needed for delivery of curriculum. When necessary, the school shall provide access to two classroom/spaces to accommodate large classes or to separate male and female students.
7. Provide accurate attendance tracking in format agreed upon by the Parties for each presentation day

8. Ensure classes begin on time, and are continuously staffed with a SAR (school appointed representative), to provide time for full curriculum implementation and program evaluations.
9. Provide contact information for authorized staff, responsible for direct delivery of the HERITAGE KEEPERS curriculum
10. Each RISD teacher will complete a Speaker/Program Evaluation form to submit to CONTRACTOR with an honest evaluation of the classroom presentation
11. School officials shall be responsible for ensuring that all parents are notified using either printed opt-in forms or electronic forms, with the goal of obtaining a response from every parent, whether opting in or out of the class.
12. RISD agrees to support a yearly schedule for the Heritage Keepers program and level of participation for middle school students with the possibility of high school students. All middle school and high school campuses are eligible for participation in the Heritage Keepers program, including:

Middle Schools:

Seale Junior High School

High Schools:

Robstown Early College High School

C. Terms and Conditions:

Term: Subject to prior termination or revocation of this MOU as provided herein, the term of this MOU is in full force and effect through June 1, 2029. This MOU is in effect upon the signature of both parties.

Right of Revocation: Either party may terminate this MOU at any time in writing.

Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.

Confidentiality: To the extent that personally identifiable student information or student records are accessed by CONTRACTOR pursuant to this agreement, CONTRACTOR agrees to keep that information confidential. CONTRACTOR agrees to refrain from copying, disseminating, or discussing with unauthorized staff or in any way compromising the confidentiality of such RISD personally identifiable student information.

Reasonable access: RISD expressly authorizes CONTRACTOR, and any of its representatives, to the extent provided by Texas law and upon reasonable notice and by appointment, to enter upon RISD premises at any time during normal business hours for the Services subject to this Agreement.

CONTRACTOR understands and agrees that whenever any of its officers, employees, agents, or representatives is on RISD premises, he or she may be escorted by and under the surveillance of RISD employees.

Workers' Compensation Insurance: CONTRACTOR represents that he/she is not an employee of the district and that he/she has or will make his/her own provisions for workers' compensation coverage for him/herself, and all of CONTRACTOR's staff, if any, that will be providing services to RISD. CONTRACTOR represents that he/she is not an employee of the district and that he/she has or will follow Texas statutory guidelines regarding workers' compensation.

Insurance: RISD shall not be liable to CONTRACTOR on account of any personal injury or property damage sustained by CONTRACTOR in performance of services hereunder. CONTRACTOR shall indemnify and hold RISD harmless from all liability for personal injury or property damage directly related to the performance of Services.

No Waiver of Immunity: No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees or agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

Release of Liability: The RISD and CONTRACTOR agree that the district has no liability for injury or other claims brought by CONTRACTOR or against CONTRACTOR arising in any way whatsoever from the provision of Services. CONTRACTOR must take all precautions necessary for the safety of and prevention of damage to RISD property, and for the safety of and prevention of injury to persons, including RISD employees and students. All work must be performed entirely at CONTRACTOR's risk. The RISD has no liability for any damages or injuries CONTRACTOR may sustain in the course of providing Services herein described, except as required by law.

District Policies: CONTRACTOR agrees to comply with all RISD rules, regulations, and policies while on RISD property or while attending RISD related or RISD sponsored events.

Criminal Background Check: Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to obtain criminal history and/or fingerprinting record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving in a school district. CONTRACTOR agrees to submit to a national criminal history review and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. The Contractor agrees to wear a name tag at all times when present on any property owned by RISD.

Limitations of Authority:

1. Neither party has authority for or on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
2. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the parties. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
3. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU.
4. Neither party may incur any debt, obligation, expense, or liability or any kind against the other without the prior express written approval of the other.

Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

Applicable Law: This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

Venue: Venue to enforce this MOU shall lie exclusively in Nueces County, Texas.

All notices required hereunder shall be sent to the parties at the following addresses:

ROBSTOWN INDEPENDENT SCHOOL DISTRICT
801 N FIRST ST
ROBSTOWN, TX 78380

HERITAGE YOUTH AND FAMILY SERVICES
500 N. Shoreline Blvd., Suite 607
Corpus Christi, TX 78401

This Agreement is dated and effective as of the latest signature date below:

SIGNATURE OF RISD INDEPENDENT
SCHOOL DISTRICT REPRESENTATIVE

DATE

SIGNATURE OF HERITAGE KEEPERS REPRESENTATIVE
LORENA PACHECO

DATE