

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**SAN ELIZARIO ISD**

**AND**

**FORT BLISS**

---

**SUBJECT:** Partnership Program Memorandum of Agreement

I. The Partnership in Education Program (PIE) is a joint project to help foster education excellence and support the local schools' Campus Improvement Plan.

**2. Term**

This program is ongoing **beginning on [DATE]** and will include an annual review by all parties. This MOU shall renew automatically on a year-to-year basis unless terminate by either of the Parties.

**2. Brief description**

a. Fort Bliss will provide resources to assist and supplement school district educational programs.

b. Major Objectives

- (1) To foster partnerships between educators and Fort Bliss personnel enabling the best education for all students.
- (2) To advance and support excellence among students and faculty members.
- (3) To help the school faculty and students gain a better understanding and appreciation of the military career and its way of life.
- (4) To provide role models for area students.
- (5) To develop a mutual interest and awareness of the southwestern culture and to share the many positive aspects of public school education in El Paso.

**3. Programs and Services**

a. Orientation

(1) Area schools will be partnered with Fort Bliss units as defined in the Community Partnership Program and a Memorandum of Understanding will be signed. Fort Bliss personnel will attend an orientation at a mutually agreed on time and date to meet with the faculty and staff at the schools. Schools will brief their PIE units on the climate, demographics, and the mission statement of their school.

(2) This Memorandum of Understanding will be revalidated upon a change of leadership within the military organization or the principal of the school.

b. Unit Responsibilities (**elementary level**)

**SUBJECT:** Partnership Program Memorandum of Agreement

Fort Bliss personnel will serve in roles such as volunteers, mentors, tutors, and role models on various campuses within El Paso, TX and Gadsden, NM. Some examples are as follows:

- (1) Assisting School Academic Counselors

(2) Academic Improvement Workshops

(3) Science Fair Judges

(4) Guest Lecturers

(5) Readers

(6) Assist intramural coaches

(7) Make a Difference Day (Campus clean up)

(8) Field Day

(9) Elementary students will have field trip opportunities of post facilities such as Fort Bliss **museums, recycling area, and dining facilities.**

(10) Students will have the opportunity to experience special occasions such as Armed Forces Day and Heritage Celebrations.

(10) Fort Bliss will support career awareness on all campuses. This would include release time to speak to elementary students and share experiences of the military lifestyle.

c. Unit Responsibilities **(middle and high school level)**

Fort Bliss personnel will serve in roles such as volunteers, mentors, tutors, and role models on various campuses in the Districts. Some examples are as follows:

(1) Assisting School Academic Counselors

(2) Academic Improvement Workshops

(3) Assistance in High School Transition Labs

(4) Guest Lecturers

(5) Science Fair Judges

(6) Assist intramural coaches

(7) Make a Difference Day (Campus clean up)

(8) Field Trip

SUBJECT: Partnership Program Memorandum of Agreement

(9) Web site assistance (unit logo and info added to school site)

(10) Students will have the opportunity to experience special occasions such as Armed Forces Day and Heritage Celebrations.

(11) Fort Bliss will support career awareness on all campuses. This would include release time to speak to middle and high school students on the advantages of a military career and benefits toward college.

d. School Responsibilities

(1) Schools will provide information about the involvement of Fort Bliss through the school's newsletters specifically notifying parents of the PIE activities.

(2) Personnel from Fort Bliss will be limited to participants in awards programs, luncheons and assemblies at their PIE campus.

(3) Participating schools and school districts will strive to ensure that faculty and students are oriented to the unique situations of the military child.

(4) Programs for school orientation, in-processing, and participation in extracurricular activities will be structured to accommodate and facilitate participation by the military child.

(5) PIE schools may participate in Fort Bliss's recycling program.

e. Liaison Responsibilities

Each PIE school within the Districts will be represented by the school principal and his/her designated representative; Fort Bliss will be represented by Brigade and Battalion command teams, organization leaders, directors and designated representatives. Liaison personnel will meet on a quarterly basis to discuss upcoming activities and special projects, gain input from their respective staffs, and maintain the integrity of the Partners in Education program.

4. Additional comments agreed upon:

---

---

---

---

5. Costs and Funding

As part of its participation and entrance into this MOU, the Parties agree and acknowledge that SEISD will not be paying Fort Bliss or PIE for participation in this program and will not reimburse Fort Bliss or PIE for any expenses it accrues in connection with this MOU.

6. FERPA and Confidentiality

The Parties agree and acknowledge that as part of the services and resources provided under this Agreement, Fort Bliss may receive and process personally identifiable information under the Family Educational Rights and Privacy Act (FERPA). As a partner performing services under this agreement, Fort Bliss shall be deemed a "school official" as that term is defined in the District's Board Policy. Further it is understood and agreed that in order to perform the services hereunder, it may be necessary for Fort Bliss to preview and be provided access to "educational records" (as defined in Board Policy, the Texas Education Code, and the Family Education Rights and Privacy Act) of students of SEISD. Fort Bliss agrees to maintain the confidentiality of any and all educational records of students that are disclosed to, or reviewed by, Fort Bliss in accordance with Federal and State laws, rules, and regulations. To the extent Fort Bliss or any of its employees, representatives, volunteers, or agents, gains access to personally identifiable information contained in education records, they shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations. Fort Bliss shall use such information solely for the purposes authorized under this Agreement and shall not disclose it to any third party without the prior written consent of the District and, where required, the parent or eligible student. Fort Bliss hereby acknowledges and agrees that the confidential and proprietary information of SEISD and its students will be protected in accordance with Board Policy, state law, and federal law.

7. Texas Public Information Act

Fort Bliss also acknowledges that as a public agency in the State of Texas, SEISD is subject to the Texas Public Information Act and may be compelled to provide information relating to this Agreement to third parties.

8. Level of involvement

It is understood by both parties that this partnership exists for the mutual benefit of those involved. Should a project, program or service become difficult, inconvenient or burdensome to either party, it may be postponed, redesigned or cancelled by either the school or military partner.

9. Public Relations

If the Parties opt to promote, publicize, or otherwise announce this Partnership, the Parties shall have the right to review any such announcement and reserve the right to retract consent to publicizing the Partnership. Prior to announcing, publicizing, or promoting the Program, Fort Bliss shall notify and obtain the written consent of SEISD.

#### 10. Personnel Suitability.

Fort Bliss acknowledges that any such Personnel, agents, representatives, or volunteers it assigns to work with students at each Unit shall be suitable to educate and volunteer with Students. Fort Bliss is responsible for performing any background checks and suitability reviews to ensure that the assigned Personnel, agent, representatives, or volunteer is suited to work with students and staff of SEISD. At SEISD's request, Fort Bliss shall reassign any Personnel, agent, representatives, or volunteers SEISD in its sole discretion determines is not suitable to work with the students or staff of the District.

#### 11. Indemnification

Fort Bliss party shall not have the right to seek indemnification or contribution from SEISD for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this MOU.

#### 12. No Waiver

The consent or waiver, express or implied, by a party to a breach of any provision, or the failure, or apparent failure, of either party at any time to require performance by the other of any provision of this Agreement, shall in no way affect the right of such party to require performance of that provision or any other provision of this MOU.

#### 13. Severability.

All agreements and covenants contained in this MOU are severable. Any provision, or part thereof, of this MOU held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall not impair or invalidate the remainder of this MOU and the effect thereof shall be confined to the provision, or part thereof, so held to be illegal, invalid or unenforceable. In lieu of any provision so held, there will be added a provision that preserves the intention of the unenforceable provision and complies with the law.

Unit: Please Print and Sign

Campus: Please print and Sign

\_\_\_\_\_  
Rank, Last, First Name

\_\_\_\_\_  
Last, First Name, Title

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**\*\*\*\*\* Units: Ensure a legal review is conducted prior to signature. \*\*\*\*\***