



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 03/04/25

Item Title: Memorandum of Agreement (MOA) between X Action  
U.S. AFROTC through Commanding Information  
General, Training and Education Discussion  
Command, and Brownsville ISD

## BACKGROUND:

This Memorandum of Agreement (MOA) is hereby entered into by and between Air Force acting through Commanding General, Training and Education Command, and Brownville Independent School District for the establishment of a Junior Reserve Officers' Training Corps (AROTC) Unit at Rivera High School, pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102 §§ 2031-2036 and reference 1.2 herein.

## FISCAL IMPLICATIONS:

No Cost to the District.

## RECOMMENDATION:

Recommend to enter a Memorandum of Agreement (MOA) between Air Force acting through Commanding General, Training and Education Command, and Brownville Independent School District for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at Rivera High School at no cost to the District.

Approved for Submission to Board of Education:

Obed Leal  
Submitted by: Principal/Program Director

Dr. Norma Ibarra-Cantu  
Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas  
Reviewed by: Staff Attorney

Beatriz Hernandez  
Approved by: Chief Officer

Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

## Roxanne Eckstein

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Tuesday, February 18, 2025 12:11 PM  
**To:** Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom  
**Cc:** Miguel Salinas; Minerva Almanza  
**Subject:** Re: US AFROTC Rivera ECHS

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Ms. Eckstein,

This agreement is approved as to form.

Sincerely,  
Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Tuesday, February 18, 2025 8:39 AM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** US AFROTC Rivera ECHS

Ms. Lozano,

Please see the attached for your review and approval for the March board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*



AN EARLY COLLEGE DISTRICT  
**BROWNSVILLE**  
INDEPENDENT SCHOOL DISTRICT

**Roxanne Eckstein**

Paralegal  
Staff Attorney Office

1900 E. Price Road, Suite 302 • Brownsville, Texas 78521  
Office: (956) 698-6379 • Fax: (956) 714-6400  
E-mail: [reckstein@bisd.us](mailto:reckstein@bisd.us)

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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| <b>MEMORANDUM OF AGREEMENT BETWEEN</b> _____<br><div style="text-align: center;">the Department of the Air Force<br/>(Military Service)</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <div style="text-align: right;">Form Approved<br/>OMB Number 0704-0680<br/>Expires 02/28/2027</div> |
| <b>AND</b> _____<br><div style="text-align: center;">Brownville Independent School District<br/>(Name of School District)</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                     |
| <b>TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                     |
| <p>The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                     |
| <p style="text-align: center;"><b>Privacy Advisory</b></p> <p>Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                     |
| <p>This Memorandum of Agreement (MOA) is hereby entered into by and between _____ the Department of the Air Force (Military Service Name) acting through _____ the Holm Center Commander (first General/Flag Officer Command above JROTC Program Office), and _____ Brownville Independent School District (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Simon Rivera Early College High School (Name of School Hosting the Unit), pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                     |
| <p>The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by _____ the Department of the Air Force (Military Service Name) on the date of signature below, a JROTC unit is established at _____ Simon Rivera Early College High School (Host School) consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                     |
| <p><b>I. REFERENCES.</b> The following references are incorporated herein and apply to both Parties:</p> <ol style="list-style-type: none"> <li>1. 10 U.S.C. §§ 2031-2036</li> <li>2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program"</li> <li>3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response"</li> <li>4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment</li> <li>5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation</li> <li>6. _____ AFJROTC MOA Addendum (March 2024)<br/>(Name of Military Service-specific Addendum)</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                     |
| <p><b>II. STATEMENT OF NON-DISCRIMINATION.</b> The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in <a href="#">DoD Instruction 6400.01</a>, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.</p> <p>The following School District and Host School office handles inquiries regarding the non-discrimination policies:<br/>         _____ 1900 East Price Road #307 Brownsville, TX 78521 (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Dr. Linda Gallegos (Host School District's Title IX Coordinator/ Office Address/Contact Information). Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                     |
| <p><b>III. UNDERSTANDINGS OF THE PARTIES.</b></p> <ol style="list-style-type: none"> <li>1. <b>Nondiscrimination.</b> Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities.</li> <li>2. <b>Retaliation Prohibited.</b> Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited.</li> <li>3. <b>Partnership/Certification Relationship and Background Checks.</b> JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6.             <ol style="list-style-type: none"> <li>a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/ teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations) concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b.</li> </ol> </li> </ol> |                                                                                                     |

- b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:
- (1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.
  - (2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)
  - (3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.
  - (4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.
  - (5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.
- c) The School District shall:
- (1) Interview and employ only approved JROTC instructors as required by reference I.6.
  - (2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.
  - (3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.
  - (4) Provide a copy of this certified MOA to JROTC instructors.
  - (5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.
4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.
- a) The Military Service shall:
- (1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.
  - (2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.
  - (3) Assess the instructional performance of at least one instructor per school.
- b) The School District shall:
- (1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.
  - (2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.
  - (3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.
  - (4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.
  - (5) Have effective and timely procedures in place to ensure the Military Service AFJROTC Chief of Instructor Management (POC) is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.
5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by Instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party, JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.
- a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.
- b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.
6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.
- a) The Military Service shall:
- (1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.

- (2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.
  - (3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.
  - b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.
7. **Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.
8. **Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.
9. **JROTC Cadet Health/Wellness Participation Waiver.**
- a) The Host School will:
    - (1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.
    - (2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.
  - b) The Military Service shall:
    - (1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.
    - (2) Identify any Health/Wellness training requirements (refer to reference I.6).
10. **Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.
11. **Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.
12. **Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.
13. **Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).
14. **Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace, or repair at its cost and to the satisfaction of the Military Department any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.

**IV. POINTS OF CONTACT.** The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

**1. For the School District**

**Primary:**

Title: Dr. Jesus H. Chavez, Superintendent

Address: 1900 East Price Road #307 Brownsville, TX 78521

Email: jhchavez@bisd.us

Telephone Number: 956/698-0014

**Alternate:**

Title: Mr. Obed Leal, Principal

Address: 6955 FM 802 Brownsville, TX 78045

Email: oleal@bisd.us

Telephone Number: 956/698-0970

**2. For the Military Service**

**Primary:**

Title: AFJROTC Headquarters Support Division

Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112

Email: jrotc.jrs.support@au.af.edu

Telephone Number: 334-953-1597

**Alternate:**

Title: AFJROTC Chief of Instructor Management

Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112

Email: jrotc.jri@au.af.edu

Telephone Number: 334-953-7742

**V. GOVERNING LAW.** This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

**VI. MODIFICATION OF MOA.** This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

**VII. NO WAIVER.** Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

**VIII. ENTIRE AGREEMENT.** It is expressly understood and agreed that this MOA together with reference I.6, constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

**IX. CONFLICTS.** In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

**X. REPRESENTATIVE AUTHORITY.** Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

**XI. SEVERABILITY.** If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

**XII. TERMINATION.** This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year.

**XIII. TRANSFERABILITY.** This MOA is not transferable.

**XIV. ANTI-DEFICIENCY ACT.** Nothing in this MOA shall be construed as obligating the Military Service, its officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 U.S.C. § 1341).

**XV. EFFECTIVE DATE.** This MOA takes effect as of the date on which it has been certified by the Military Service.

**XVI. CANCELLATION OF PREVIOUS MOA.** This MOA cancels and supersedes any prior agreement by the Parties.

| FOR THE SCHOOL                                                                                                                                                                  |                                                                                                                                                                                            |                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>TYPED NAME (Last, First, Middle Initial) AND TITLE</b><br>Chavez, Jesus Dr., SUPERINTENDENT                                                                                  | <b>SIGNATURE</b><br><br>                                                                                                                                                                   | <b>DATE SIGNED (YYYYMMDD)</b><br><br>                                                                  |
| FOR THE MILITARY SERVICE                                                                                                                                                        |                                                                                                                                                                                            |                                                                                                        |
| <b>TYPED NAME (Last, First, Middle Initial) AND TITLE</b><br>Tipton, Matthew E. Colonel, DIRECTOR AFJROTC                                                                       | <b>SIGNATURE</b><br><br>                                                                                                                                                                   | <b>DATE SIGNED (YYYYMMDD)</b><br><br>                                                                  |
| THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT                                                                                            |                                                                                                                                                                                            |                                                                                                        |
| DATA PERTAINING TO HOST SCHOOL                                                                                                                                                  |                                                                                                                                                                                            |                                                                                                        |
| <b>a. NAME OF HOST SCHOOL (No abbreviations)</b><br>Simon Rivera Early College High School                                                                                      | <b>b. HOST SCHOOL'S COMPLETE MAILING ADDRESS (Include ZIP code)</b><br><i>(If P.O. Box must also provide street address for shipping purposes)</i><br>6955 FM 802<br>Brownsville, TX 78045 |                                                                                                        |
| <b>c. TYPE OF SCHOOL (Check appropriate box)</b><br><input checked="" type="checkbox"/> Public<br><input type="checkbox"/> Private<br><input type="checkbox"/> Military Academy |                                                                                                                                                                                            |                                                                                                        |
| <b>d. PRINCIPAL'S NAME</b><br>Mr. Obed Leal                                                                                                                                     |                                                                                                                                                                                            |                                                                                                        |
| <b>e. TELEPHONE NUMBER</b><br>956/698-0970                                                                                                                                      |                                                                                                                                                                                            |                                                                                                        |
| <b>f. FAX NUMBER</b><br><br>                                                                                                                                                    |                                                                                                                                                                                            |                                                                                                        |
| <b>g. EMAIL ADDRESS</b><br>oleal@bisd.us                                                                                                                                        |                                                                                                                                                                                            |                                                                                                        |
| PERTAINING TO SCHOOL DISTRICT                                                                                                                                                   |                                                                                                                                                                                            |                                                                                                        |
| <b>a. NAME OF SCHOOL DISTRICT (No abbreviations)</b><br>Brownville Independent School District                                                                                  | <b>b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS (Include ZIP code)</b><br>1900 East Price Road #307<br>Brownsville, TX 78521                                                              |                                                                                                        |
| <b>c. SUPERINTENDENT'S NAME</b><br>Dr. Jesus H. Chavez                                                                                                                          |                                                                                                                                                                                            |                                                                                                        |
| <b>d. TELEPHONE NUMBER</b><br>956/698-0014                                                                                                                                      |                                                                                                                                                                                            |                                                                                                        |
| <b>e. FAX NUMBER</b><br>956/548-8019                                                                                                                                            |                                                                                                                                                                                            |                                                                                                        |
| <b>f. EMAIL ADDRESS</b><br>jhchavez@bisd.us                                                                                                                                     |                                                                                                                                                                                            |                                                                                                        |
| LIST ACCREDITING AGENCY                                                                                                                                                         |                                                                                                                                                                                            |                                                                                                        |
| <b>a. REGIONAL</b><br>Texas Education Agency (2018)                                                                                                                             | <b>b. STATE</b><br>Texas                                                                                                                                                                   | <b>c. OTHER</b><br>For Dual Enrollment (Texas Southmost College)<br>Accrediting Agency: SACSCOC (2020) |
| <b>TOTAL ENROLLMENT OF HOST SCHOOL</b><br><br><div style="text-align: right;">2164</div>                                                                                        | <b>ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM</b><br><br><div style="text-align: right;">157</div>                                                           |                                                                                                        |
|                                                                                                                                                                                 |                                                                                                                                                                                            |                                                                                                        |

**DEPARTMENT OF THE AIR FORCE ADDENDUM  
TO THE DD FORM 3202 TO ESTABLISH AND OPERATE AN AIR  
FORCE OR SPACE FORCE JUNIOR RESERVE OFFICERS' TRAINING  
CORPS (AF/SF JROTC) UNIT**

**Purpose:** This Department of the Air Force-specific addendum is referenced in Section I, Item 6 of the DD Form 3202. The specifications listed in this addendum serve to clarify or amend the standardized requirements listed on the DD Form 3202. This addendum applies to all AF/SF JROTC programs operating under HQ AFJROTC oversight. This document is word-for-word standardized across all AF/SF JROTC programs, and no edits, changes or additions are permitted by an Institution.

**SECTION 1. AIR FORCE AGREEMENT:** Contingent upon fulfillment of the conditions presented in Sections 2 and 3, the Air Force agrees as follows:

- A. Establish and maintain an AFJROTC program.** The Air Force shall establish and maintain an AF/SF JROTC program at the Institution named in the MOA, subject to the provisions of Public Law, DoD and Air Force publications, the MOA, and continued approval and funding by the Secretary of the Air Force (SECAF).
- B. Prescribe the course of study.** The Air Force shall prescribe all AF/SF JROTC program academic course policy and course content, provide all curriculum text, most teaching aids, and other academic text supplies associated with the conduct of the AFJROTC program.
- C. Provide instructor certifications.** The Air Force shall issue and hold the certification for all AF/SF JROTC instructors. The Air Force shall screen, approve, and certify qualified Air Force or Space Force officers and enlisted members to teach and administer the AF/SF JROTC program in an Institution. As the certifying authority, the Air Force maintains an inherent need-to-know of all information related to an AF/SF JROTC instructor's performance, conduct and employment status. The Air Force shall communicate with the Institution on all matters concerning instructor performance and conduct, as well as any changes in instructor certification.
- D. Provide supply support.** The Institution shall ensure all Air Force owned/purchased property is secured and protected against theft and damage. The Institution shall appoint a Military Property Custodian to be responsible for all Air Force uniforms, supplies, and equipment authorized by applicable Air Force Tables of Allowance and purchased with Air Force funding. The title of ownership for all property and equipment provided to the Institution is retained by the Air Force, unless expressly transferred to the Institution in writing.
- E. Provide financial support:**
  - 1. The Air Force shall reimburse the Institution one half the Minimum Instructor Pay amount, for each instructor, each month for a minimum of 300 calendar days (ten (10) calendar months) each operating school year, up to a maximum of 12 calendar months. Instructor employment dates shall begin on or after 1 July each year and end on or before 30 June

each year and will be reflected on the annual DD Form 2767. The Air Force cost share of the minimum pay due to an AF/SF JROTC instructor is established in 10 USC, Section 2031 and clarified in paragraph 2.C.5.

2. The Air Force shall reimburse the Institution, within the fund limitations imposed by the Air Force and within guidelines of Air Force publications, for costs incident to:
  - a) The procurement, transportation, packing, unpacking, crating, and normal maintenance of uniforms, supplies, equipment, and instructional materials required by the Air Force.
  - b) For required vehicle transportation for logistical support and field trips in support of the AF/SF JROTC program to locations 41 driving miles or more from the school (see section 2.B.1 for trips 40 driving miles or less). The rate of reimbursement shall not exceed the normal commercial rate schedule in the area or the usual rate that the Institution has established for staff travel.
  - c) Meals for AF/SF JROTC students, and lodging costs for AF/SF JROTC students and instructors during official AF/SF JROTC activities away from the Institution.

**F. Provide information management support:**

1. The Air Force shall publish and disseminate accurate and sufficient information and policy guidance concerning unit operations and instructor management to enable the Institution to properly operate the AF/SF JROTC program and support the AFJROTC mission of citizenship development.
2. The Air Force shall provide the necessary software/database access to support the supply management, budget management, and other reporting functions required by the Air Force. Any information technology equipment purchased by the Air Force for the Institution remains property of the Air Force.

**SECTION 2. INSTITUTION AGREEMENT.** Contingent upon fulfillment of the conditions presented in Sections 1 and 3, the governing authorities of the Institution agree as follows:

**A. AFJROTC Program Infrastructure:**

1. **Establish an AFJROTC program.** The Institution shall establish the AF/SF JROTC program in accordance with the provisions of Public Law, DoD and Air Force publications, this MOA, and continued approval by the Secretary of the Air Force (SECAF).
2. **Establish the AFJROTC department.** The AF/SF JROTC program shall be established and operated as a separate, integral academic, and administrative department of the Institution. This applies regardless of AFJROTC program alignment within the Institution's organizational structure.

### **3. Supervise the AFJROTC department.**

- a) The Institution's principal, equivalent, or designee shall be the on-site person exercising overall supervision of the AF/SF JROTC program.
- b) The Institution shall recognize and support the Senior Aerospace Science Instructor (SASI) by ensuring the SASI is designated as the Head of the AF/SF JROTC Department (or equivalent title). The Institution shall ensure the SASI exercises full operational supervision of all other AF/SF JROTC instructors employed at the Institution. Additionally, the Senior AF/SF JROTC Instructor should have direct access to the principal on all AF/SF JROTC-related matters and be a member of the school leadership team.
- c) The Institution's SASI shall be the AF/SF JROTC instructor possessing the highest military grade (retired grade, or current). The SASI shall hold a bachelor's degree or higher. When two AF/SF JROTC instructors are of equal military grade, and both have at least a bachelor's degree, HQ AFJROTC will determine the SASI designation.
- d) The Institution shall ensure the SASI has the authority necessary to operate the AF/SF JROTC program under the leadership of the school principal, equivalent, or designee while ensuring compliance with all Air Force publications.
- e) The Institution shall ensure the SASI is present in meetings where policies, recommendations, or decisions impacting the AF/SF JROTC program are made, including space allocation/utilization (especially for space during inclement weather periods), academic course scheduling, and the hiring of new AF/SF JROTC instructors. Additionally, the SASI shall be directly consulted and afforded an opportunity to provide formal input during any performance/disciplinary meeting, investigation, or potential discharge of AF/SF JROTC instructors employed at the Institution.
- f) Schools will ensure AFJROTC is a safe environment, maintained free from any form of sexual harassment, sexual assault, any other sexual-related misconduct, or any form of verbal/nonverbal harassment or mistreatment.

**B. Provide classrooms, office space and technology.** The AF/SF JROTC program shall be provided the necessary classroom facilities and office space for the efficient and effective accomplishment of both AF/SF JROTC program academics, and other AF/SF JROTC program activities and objectives. The facilities provided shall be equal to or greater (quantity/quality) than those provided to other programs/courses/activities in the same Institution. The Institution shall furnish appropriate and sufficient technology (i.e., computers, software, projectors, etc.) to conduct AF/SF JROTC academics, and other AF/SF JROTC program requirements. The Institution shall provide the same data system access to all employed AF/SF JROTC instructors that is provided to all other teaching faculty, regardless of any academic degree held, or faculty categorization considerations. The Institution shall ensure network firewalls are configured to allow regular access to AFJROTC data systems.

1. **Provide Transportation.** The Institution shall provide transportation for all AFJROTC students to complete a mandatory field trip once per academic term. Transportation shall be provided at no cost to AFJROTC students, instructors, or the Air Force, for trips up to 40 driving miles one way. Beyond 40 driving miles one way, the provisions of section 1.E.2 applies.
2. **Provide drill areas.** The Institution shall provide and maintain a minimum area of 2,500 square feet to support drill and ceremony instruction year-round. The provided space shall be level, unobstructed, free of vehicular or pedestrian traffic with student safety paramount. Planning and scheduling shall be purposeful to ensure AF/SF JROTC has regular/recurring access and use of indoor facilities during inclement weather periods. The SASI shall be an integral member of all space utilization/master scheduling meetings and discussions to ensure adequate drill space is not overlooked or omitted.
3. **Provide climate-controlled storage space.** The Institution shall provide and maintain a minimum of 400 square feet of climatically controlled storage space for the protection and care of uniforms, supplies, and equipment used in the AF/SF JROTC program. The storage space shall be near the other AF/SF JROTC facilities, must be appropriately organized (i.e., hanging racks, shelves, drawers, etc.) to neatly store and maintain Air Force property. The storage space must be limited to the exclusive use of the AF/SF JROTC program and must be constructed so that access is denied to unauthorized personnel. As the size of the AF/SF JROTC program increases, additional storage space shall be provided in a proportional manner. **IMPORTANT:** The requirement for climate-controlled storage applies year-round. Special consideration must be given to periods of time where the school is not fully occupied or being utilized (i.e., summer recess) to ensure continued climatic controls are maintained. Any loss or damage to uniform items, or repair or cleaning costs resulting from unused, inoperable, inadequate, or failed climate control systems is expressly the responsibility of the Institution.
4. **Ensure security of replica weapons, air rifles, and sabers.** The Institution shall ensure that any AF/SF JROTC replica weapon, air rifle, or saber, regardless of how purchased, is tracked, stored and secured in accordance with current Air Force publications.

#### **C. AFJROTC Instructor Staffing:**

1. **Ensure minimum staffing in the AFJROTC program.** An Institution shall employ a minimum of two certified AF/SF JROTC instructors, normally one commissioned officer and one enlisted, regardless of student enrollment in the AF/SF JROTC program. Should a program have a vacancy, the Institution agrees to fill it when qualified and certified candidates are available, within the appropriate grade category of candidate (officer/enlisted as required by HQ AFJROTC).

- 2. Evaluate employment candidates.** The Institution shall not delay or postpone actions necessary to fill a valid AF/SF JROTC instructor vacancy when certified candidates are available. The Institution shall ensure any local application process, interviews, hiring panels, or hiring decisions of available certified instructor candidates are conducted in a timely manner, without regard to an Institution's qualifications for non-AF/SF JROTC faculty positions, or any annual timelines for hiring other faculty members, due to this unique MOA relationship. Instructors employed in an Institution to teach AF/SF JROTC shall only be those individuals who possess a valid AF/SF JROTC instructor certification from the Air Force. The Institution makes the ultimate determination if any certified instructor is suitable to be employed as their AF/SF JROTC instructor.
- 3. Perform employment background checks.** Any background check(s) or associated processes required by an instructor candidate to meet an Institution's employment requirements shall be conducted at no expense to the Air Force.
- 4. Provide instructor employment contracts.** For AFJROTC purposes, a 'school year' begins no earlier than 1 July and ends no later than 30 June. The Institution shall provide AF/SF JROTC instructors with an employment contract with the Institution as the employing agency, with employment contracts beginning on or after 1 July each year and ending on or before 30 June the following year. The Institution verifies all AF/SF JROTC instructor employment contracts with the Air Force via the DD Form 2767. The annual contract duration for an AF/SF JROTC instructor must be a minimum of 300 calendar days except for instructors initially employed after the beginning of, or during, the regular Institution school year. The contract may be administered using regular district procedures as long as the minimum calendar days are met, the Minimum Instructor Pay is provided in accordance with Section 2.C.5, and otherwise is in accordance with this agreement.
- 5. Provide Minimum Instructor Pay (MIP).** Each instructor's monthly MIP amount is prescribed by the Air Force. MIP is the minimum amount of gross monthly compensation payable to each instructor, for each full calendar month of employment as verified on the DD Form 2767. MIP shall be a standalone amount, itemized/categorized independently from any additional stipends, bonuses, or supplements if applicable. The MIP amount due must be paid to each instructor, each full calendar month employed, regardless of the number of workdays required in a calendar month. For partial months employed, the MIP amount must be divided by 30 to get a daily MIP rate, then multiplied by the number of calendar days employed that month. The Institution is encouraged to pay instructors above the monthly MIP commensurate with their experience, education level, local cost of living, after school activities expected, etc. to attract and retain the best instructors. NOTE: The Institution shall not delay full and timely payment to an AF/SF JROTC instructor while awaiting an Air Force MIP reimbursement (see Section 2.C.7).
- 6. Consider extended contracts and targeted stipends.** Contract periods (above the mandatory minimum of 300 calendar days (see Section 2.C.5) are strongly encouraged to allow year-round management and control of Air Force Property, and to allow compensated time for AF/SF JROTC-sponsored summer events, such as summer

leadership courses. Targeted stipends above the MIP are encouraged to compensate instructors for before school, after-school, and weekend AF/SF JROTC activities.

7. **Receive Air Force MIP reimbursements.** Per the provisions of paragraph 1.E.1, the Air Force shall reimburse the Institution one half of the prescribed MIP amount, each calendar month, for the period of employment as verified on each AF/SF JROTC instructor's DD Form 2767. The Air Force's responsibility is limited to the period of employment specified on the DD Form 2767, up to twelve (12) calendar months. NOTE: This reimbursement is to offset the Institution's cost of instructors, not to be an additional amount to be distributed to, or serve as additional salary, for employed instructors.
8. **Establish financial communications.** The Institution agrees to establish and maintain an organizational email account to facilitate timely two-way communications related to MIP and the Air Force reimbursement provided to the Institution. The Air Force prescribes the MIP amount for each instructor and will send a financial statement to the Institution via the organizational email account each month which details the MIP for each instructor and the corresponding Air Force reimbursement amount.
9. **Control AFJROTC instructor duties.** The Institution shall ensure that AF/SF JROTC instructors do not teach or coach any academic class or other activity, or other than those officially part of the AFJROTC program during any regular academic day. Institutions may contract separately with an individual AF/SF JROTC instructor for time outside of the school's regular academic day to teach or coach other activities. Before such a contract is executed by the Institution, all AF/SF JROTC instructors in that Institution will be consulted to deliberately assess the potential negative impacts to AF/SF JROTC program activities, including the equitable distribution of AF/SF JROTC program duties between instructors. The Institution shall not permit any such activity, or shall terminate such activity, if it is determined that such a contract will result in negative impacts to the AF/SF JROTC program, or to the equitable distribution of duties between AF/SF JROTC instructors.
10. **Limit additional faculty duties.** The Institution shall recognize that AF/SF JROTC instructors have AF/SF JROTC program responsibilities beyond classroom teaching, such as uniform inventory and equipment management, data reporting requirements, event planning and financial management, which require a significant amount of non-academic teaching time to accomplish correctly. Considering this, as well as the restrictions stated in paragraph 2.C.9, Instructors shall not perform school security operations (such as metal detector/bag screening or armed security) or serve as a substitute teacher or monitor in any non-AF/SF JROTC class. Additionally, Instructors shall not participate in other instructional activities (i.e., advisory-like periods or study halls) without written approval (waiver) from HQ AFJROTC. AF/SF JROTC instructors are permitted to serve on committees or perform routine non-instructional duties/activities that are typically distributed across the Institution's faculty members (e.g., lunchroom monitor, bus monitor, etc.). Additionally, the Institution shall not use AF/SF JROTC program enrollment, AF/SF JROTC academic class sizes, planning periods, number of teaching periods, daily teaching

load, or AF/SF JROTC instructor non-teaching days as a factor in determining an AF/SF JROTC instructor's availability to perform any additional faculty duties.

- 11. Understand employment/certification relationship.** AF/SF JROTC instructors shall be responsible to both the Institution (their employer) and the Air Force (their certifier) for proper operation of the AF/SF JROTC program and their continued personal professional conduct. In no event shall the Institution represent AF/SF JROTC instructors as Air Force employees, or Air Force representatives, other than for representing their host AF/SF JROTC program. In addition to the Institution's mandatory requirements, AF/SF JROTC instructors have mandatory responsibilities levied upon them by the Air Force. These include, but are not limited to, operating a program that meets all Air Force expectations, submitting reports, meeting deadlines, tracking Air Force property, issuing, and collecting uniforms, and identifying and reporting to the Air Force any Institution noncompliance with this MOA or other Air Force publications.
- 12. Credentialing and licensing of AFJROTC instructors.** AF/SF JROTC instructors will receive AF/SF JROTC-specific training and instructor certification from the Air Force. Any professional development, background checks, training, licenses, or credentialing requirements required by the state, or the Institution shall be accomplished at no expense to the Air Force.
- 13. Consider additional AF/SF JROTC instructors.** Additional instructors (above the minimum of two) may be authorized when an AF/SF JROTC program's "teaching load" increases to 151 cadets and increments of 100 thereafter. In absence of Institution support for an additional AF/SF JROTC instructor position, the Institution shall cap student enrollment in the AF/SF JROTC program as required to meet this mandate. The definition of "teaching load" is codified in AFJROTC Instruction 36-2010.
- 14. Ensure professional instructor appearance.** AF/SF JROTC Instructors shall always present a professional military appearance. Instructors must meet and maintain Air Force uniform wear, personal grooming, and overall appearance standards. The aforementioned factors are conditions of their continued certification. The Institution must ensure AF/SF JROTC instructors wear the Air Force-prescribed attire and maintain all associated standards when performing their official AF/SF JROTC duties.
- 15. Monitor and report instructor performance and behavior.** The Air Force holds the certification of all AFJROTC instructors, and therefore the Air Force maintains the inherent need to monitor instructor behavior and receive detailed information regarding instructor performance, professional conduct, and employment status at any time.
  - a) Mandatory notifications.** The Institution shall officially notify the Air Force within one (1) business day, and with full and complete details, when any of the following involving an AF/SF JROTC instructor are suspected or known: an allegation made against an instructor by any person, an investigation involving an instructor for any reason, any administrative leave or suspension being considered or issued to an instructor, any civil misconduct discovered, any arrest or crime alleged/reported, any

potential violation of an Institution's policy (ies), any student or parent complaint, any written administrative counseling, written directive, or written/verbal reprimand, any deficient performance discovered or inappropriate behavior alleged/reported, or any changes in the employment status or pay status of an instructor.

**b) Mandatory information.** When notification is required by 2.C.15.a., the Institution shall provide to the Air Force full and complete details about the allegations and/or situation, and the district's assessment of the potential severity and potential impact of the situation (regardless of any investigation status) to permit the Air Force to assess any immediate or necessary certification actions. The Institution agrees to provide a full and timely response to the Air Force when asked questions about any reportable situation. NOTE: the Institution's notification to the Air Force shall not include personally identifiable information of anyone other than the AF/SF JROTC instructor(s) involved. When an investigation is completed, the school shall provide HQ AFJROTC a written response detailing the final findings/outcome, with personally identifiable information of any non-AFJROTC instructors redacted.

**c) Investigation timeliness.** Due to the cost-shared relationship of AF/SF JROTC instructors, the Institution agrees to adjust and/or reprioritize internal resources to complete any AF/SF JROTC instructor-focused investigation in an expedited manner, but no later than 30 calendar days after an allegation is known. When an investigation cannot be fully completed in 30 calendar days, the Institution shall provide the Air Force a comprehensive explanation of the reason(s) for the delay, with weekly updates required thereafter until the investigation is completed.

**16. Perform instructor evaluations (Institution-directed).** The Institution may conduct annual instructor evaluations of AF/SF JROTC instructors using the same instrumentalities and rubrics they to evaluate all faculty members. Discovery of any poor instructor performance shall be reported to HQ AFJROTC within three (3) business days of discovery.

**17. Perform instructor evaluations (Air Force-directed).** The Institution shall complete annual instructor evaluations of AF/SF JROTC instructors using the AFJROTC Form 98, *Instructor Performance Evaluation* per Section III, Item 4.b) (2) of the DD Form 3202. These evaluations shall be completed each school year no earlier than 1 December and no later than 15 May. These annual evaluations shall be transmitted electronically to HQ AFJROTC immediately upon completion.

**18. Terminating instructors.** As the employer, the Institution has the right to terminate or non-renew the employment of an AF/SF JROTC instructor in accordance with regular Institutional rules and policies, and without prior consultation with the Air Force. However, when a termination/non-renewal event is projected or occurs, the Institution shall inform the Air Force of the event, along with full details of the associated circumstances, within one (1) business day. Should an instructor resign in lieu of termination, or resign in lieu of the Institution pursuing termination proceedings, this shall be specifically reportable to the Air Force, along with full details within (1) business day.

19. **Instructor suspended certifications or decertifications.** HQ AFJROTC may suspend the certification of an AF/SF JROTC instructor for a specific cause. If an AF/SF JROTC instructor is placed under suspended certification, performing AF/SF JROTC duties is prohibited and contact with any AF/SF JROTC students is prohibited. The instructor's paid or unpaid status is at the discretion of the school district.
20. **Instructor decertifications** Should the Air Force decertify an AF/SF JROTC instructor, it is effective immediately and the associated cost share is terminated. The school may choose to continue their employment in a non-AF/SF JROTC capacity or choose to terminate their employment. Decertified instructors are entitled to appeal the decertification and seek certification reinstatement. If an appeal to the decertification is filed and is successful, their AF/SF JROTC certification may be reinstated (with or without conditions), and the Institution may return them to AF/SF JROTC employment.
21. **Reporting unpaid/underpaid periods of employment.** The Institution shall notify the Air Force within three (3) business days of any unpaid period of employment, or any period of employment where the Minimum Instructor Pay was not provided.
22. **Understand intra-district instructor transfers.** In no case will an AFJROTC instructor be directed to move to another Institution, or permitted to transfer to another Institution, or otherwise be reassigned to another Institution unless they fully meet Air Force transfer eligibility requirements as prescribed in Air Force publications, or they are provided an approved waiver from the Air Force (in advance). Transferring an instructor triggers an automatic recalculation of their Minimum Instructor Pay amount.

#### **D. AFJROTC Student Enrollment.**

1. **Conduct an all-inclusive AF/SF JROTC program.** Voluntary student enrollment and continuing enrollment in the program shall be conducted without discrimination. This discrimination prohibition does not include denying enrollment into AF/SF JROTC, or removing a student from AF/SF JROTC, when that student does not initially agree to meet and maintain AF/SF JROTC standards, or once enrolled, fails to meet and/or maintain AF/SF JROTC standards including, but not limited to uniform wear, grooming and personal conduct standards.
2. **Meet minimum voluntary enrollment.** The Institution must maintain a minimum voluntary enrollment in the AF/SF JROTC of at least a) 10 percent of the Institution's student population (population of grades 9-12 only), or b) 100 students, whichever is less. While all students in the high school are encouraged to voluntarily enroll in the AF/SF JROTC program, actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain, the mandatory program requirements of continued enrollment in AF/SF JROTC. NOTE: If individual 8<sup>th</sup> grade students are enrolled in AF/SF JROTC classes, the 8<sup>th</sup> grade student population will not be included in the overall school population statistics.

3. **Ensure minimum grade level enrollment in AF/SF JROTC.** The Institution shall ensure voluntary AFJROTC enrollment is available to all high school students (grades 9-12 only). Eighth grade students can enroll in AFJROTC only if the 8th grade facilities are collocated with the facilities housing grades 9-12 (transporting an 8th grade student to an AFJROTC class is not permitted).
4. **Ensure equitable class scheduling.** The scheduling of all AF/SF JROTC program academic courses shall be planned and accomplished in a manner that makes it equally convenient for students to participate in AF/SF JROTC academic courses as it is for other programs/courses offered by the Institution. NOTE: Institutions operating on a 4x4 schedule should only enroll students in an AF/SF JROTC academic course for one academic term per school year unless exceptional circumstances exist.
5. **Provide access to feeder schools.** The Institution shall ensure that AF/SF JROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the AF/SF JROTC program to future 9<sup>th</sup> grade students. Failure to do so may result in low enrollment.
6. **Permit only voluntary student enrollment.** The Institution will ensure all enrollments of students into the AF/SF JROTC program are conducted with the prior knowledge and endorsement of the SASI. Prospective AFJROTC students must be fully informed of all mandatory AF/SF JROTC requirements before being allowed to enroll into the AF/SF JROTC program. Only students who voluntarily choose to meet and maintain acceptable standards of AF/SF JROTC uniform wear, AF/SF JROTC grooming standards and personal conduct standards shall be enrolled into, and permitted to remain in, the AF/SF JROTC program.
7. **Permit only full-time student enrollment.** No student shall be enrolled in the AF/SF JROTC program when any non-AFJROTC academic requirements will knowingly create a period of absence for that student from taking the full-length AF/SF JROTC academic course.
8. **Satellite units.** All AF/SF JROTC program instruction shall take place at the host Institution. However, travel to an adjacent 9<sup>th</sup> grade academy, operating directly under the host Institution is permitted.
9. **Consider crosstown enrollment agreements.** Students from other local schools may participate in the AF/SF JROTC program at the host Institution under the following conditions:
  - a) Travel by students from other local schools to the host Institution shall be scheduled to ensure that the arrival and departure of the crosstown students permits full class period attendance at the host Institution each academic day.

- b) Travel by students from other local schools to the host Institution to participate in AFJROTC academic courses, as well any before/after school AF/SF JROTC program activities, must be conducted at no expense to the Air Force.
  - c) The principal of the host Institution maintains overall supervisory responsibility of the AF/SF JROTC program and may terminate the crosstown agreement at any time.
  - d) Principals from all schools involved must agree in writing.
  - e) Instructors may not travel to crosstown schools to conduct AF/SF JROTC instruction.
  - f) Crosstown agreements cannot be used to facilitate any 8<sup>th</sup> grade student attendance.
10. **Ensure students meet and maintain AF/SF JROTC uniform wear and grooming standards.** Students enrolled in the AF/SF JROTC program must wear the prescribed AF/SF JROTC uniform as prescribed by HQ AFJROTC directives. Anytime a student is wearing the AF/SF JROTC uniform, they shall abide by all Air Force standards for correct uniform wear, proper grooming standards, and proper personal conduct. The uniform wear requirement shall be a full-day requirement, not limited to an AF/SF JROTC classroom or the AF/SF JROTC class period but will include all non-AF/SF JROTC classes attended by the student. However, when other clothing is specifically required by non-AF/SF JROTC classes, such as shop, culinary, or physical education, changing is allowed for the duration of the non-AF/SF JROTC class only.
11. **Ensure students meet and maintain AF/SF JROTC personal conduct standards.** While enrolled in the AF/SF JROTC program, students are required to meet and maintain standards of personal conduct that are not disruptive to others and otherwise meet AF/SF JROTC program standards. Students with a history of disruptive behavior shall not be enrolled in AF/SF JROTC unless specifically screened, evaluated, and approved for enrollment by the Senior AF/SF JROTC Instructor. Students who exhibit uncorrected disruptive behavior or fail to otherwise adhere to program standards shall not be permitted to remain enrolled in AF/SF JROTC. Any student whose personal conduct negatively impacts other students' ability to focus, learn, achieve, and/or experience the AF/SF JROTC program appropriately, shall not be permitted to remain in the AF/SF JROTC program. NOTE: Students with an IEP or 504 plan may still be removed for documented cause.
12. **Uphold continued enrollment rules.** Continued student enrollment in the AF/SF JROTC program shall be in accordance with the provisions of Public Law, supporting DoD, Air Force publications, and the provisions of this MOA. The Institution agrees to make no policy that conflicts with the mandatory requirements of continued student enrollment in AF/SF JROTC, or expeditious student removal from the AF/SF JROTC environment, up to and including program disenrollment. Furthermore, on an annual basis (preferably before the school year starts), the Principal and SASI will collaborate and mutually agree upon a disenrollment process for the AF/SF JROTC program.

**13. Addressing disruptive or noncompliant student behavior.** If a student enrolled in AF/SF JROTC is found to be in violation of Section 2.C.10 or 2.C.11 of this MOA, or otherwise fails to meet minimum standards of personal conduct or program requirements, the Senior AF/SF JROTC Instructor shall immediately document the facts of the issue. The Senior AF/SF JROTC instructor shall immediately address the situation in writing with the school administration, counselors, and the parents of the student. Should the negative behavior not be immediately corrected, the Institution agrees to remove the student from the AF/SF JROTC environment while the corrective actions are being addressed and/or program disenrollment is being processed. The Institution agrees that no student will be allowed to remain in the AF/SF JROTC program with uncorrected disruptive or uncorrected non-compliance with program standards.

**14. Removal and disenrollment of AF/SF JROTC students.** The Institution agrees to always have a contingency plan in place to remove from the AF/SF JROTC environment, any student who fails to meet and/or maintain compliance with AF/SF JROTC program standards (i.e., failure to comply with uniform wear/grooming standards, fighting, drug use, school suspension, harassment, etc.). The Institution shall not sanction, nor tolerate, nor have any policy that permits the continued presence of a disruptive or noncompliant student in the AF/SF JROTC program. The Senior AF/SF JROTC Instructor shall be permitted to manage a fully compliant AF/SF JROTC program, and with proper cause, be supported by the Institution in removing a disruptive or noncompliant student from the AF/SF JROTC environment at any time during the academic term. Students removed from the AF/SF JROTC environment for behavior that cannot be corrected, shall be disenrolled from the AF/SF JROTC program. NOTE: A maximum of three (3) weeks is sufficient to complete the entire administrative disenrollment/decision process.

#### **E. Academic Requirements:**

- 1. Present only AF/SF JROTC curriculum.** Only the AF/SF JROTC-prescribed curriculum will be presented by AFJROTC instructors. Deviating from the AF/SF JROTC-prescribed curriculum is only permitted when specifically requested by the Institution and approved in advance, in writing by the Air Force.
- 2. Grant academic credit.** All AF/SF JROTC program academic courses shall be conducted by the Institution as full term/full credit course (not partial term/partial credit) and academic credit shall be granted toward graduation requirements for successful completion of an AF/SF JROTC academic course. Academic credit granted shall be equivalent to the credit given for other academic courses in the Institution.
- 3. Ensure minimum course length.** All AF/SF JROTC program academic courses shall be conducted as regular, full-time academic courses consisting of a minimum of 120 classroom hours per academic term. Crosstown agreements must ensure that the arrival and departure of the crosstown students are arranged to permit attendance of the full class period at the host Institution each day of attendance.

4. **Collect and report metrics.** The Institution shall collect and maintain data related to the academic performance and graduation data of students currently, or previously enrolled in the AF/SF JROTC program. For audit and evaluation purposes, Institutions hosting an AF/SF JROTC program shall provide to the Air Force data on gender, age, grade level, race and/or ethnicity of students enrolled in the AF/SF JROTC program. This data shall be reported to the Air Force, or its agents, when requested by the Air Force. Any data reported under this requirement must adhere to the Family Educational Rights and Privacy Act.
5. **Permit Student Participation in External AF/SF JROTC Activities.** The Institution shall not have any policies that restrict or prevent an AF/SF JROTC student from participating in any AF/SF JROTC-approved or AF/SF JROTC-funded activity. Activities may include (but are not limited to) incentive flights on Civil Air Patrol or military aircraft, marksmanship, archery, drones, robotics, or model rocketry.

#### **F. Logistical Support & Accountability:**

1. **Provide a military property custodian (MPC).** The Institution shall appoint an employee of the Institution as the MPC. Normally, AF/SF JROTC instructors are appointed to this duty, but any Institution employee may be appointed when necessary. The MPC will be empowered to perform the required supply functions incident to the acquisition, accounting, and handling of supplies, equipment and uniforms issued to or purchased with Air Force funds. The Institution shall also ensure that the appointed MPC conducts a full inventory of all Air Force funded items and performs required disposition actions before transferring the MPC duties to another individual. The school must always have an MPC appointed.
2. **Provide instructional materials.** The Institution shall provide to the AF/SF JROTC Department all the instructional aids, supplies, equipment, materials, services, furniture, computers and support, copiers, scanners and privileges afforded other academic departments at the Institution.
3. **Provide transportation.** The Institution shall provide transportation for AF/SF JROTC field trips and other off-Institution activities comparable to the transportation provided for other Institution programs, activities, or courses.
4. **Provide security and accounting for Air Force property.** The Institution shall conform to the publications of the Air Force relating to the issue, receipt, storage, safeguarding, and turn-in of Air Force-purchased uniforms, textbooks, supplies, equipment, and other educational materials at the Institution.
5. **Assume liability.** The Institution shall safeguard and retain liability for all Air Force property located at the Institution, making full restitution after all occurrences of theft, loss, and negligent or willful damage or destruction. If the Institution elects to provide an insurance policy, it shall name the United States Air Force as an additional insured.

- 6. Provide funding support.** The Institution shall provide funding support to purchase unique AF/SF JROTC program-related equipment and supplies that directly support school-based activities (i.e., color guard equipment, flags, flag poles, etc.) comparable to the funding provided for other Institution programs, activities, or courses.

#### **G. Understand AF/SF JROTC Activity Reimbursements.**

1. The Institution shall fund, in advance, purchases which are specifically authorized to receive reimbursement by the Air Force, within the fund limitations imposed by the Air Force. These purchases directly support AF/SF JROTC program activities and operations and include, but are not limited to transportation, lodging, meals, uniform items, uniform alterations and dry cleaning. The Air Force provides a state tax exemption letter (with federal tax exemption number) for these purchases. The Institution (via the AF/SF JROTC instructors) shall obtain and submit documentation for authorized reimbursements in accordance with Air Force publications.
2. The Defense Finance & Accounting Service requires Institutions to establish a direct deposit System for Award Management (SAM) account, enabling an electronic funds transfer of reimbursement payments. SAM.gov accounts shall be managed/maintained organizationally at the school and/or district level. SAM.gov accounts should never be linked to an individual instructor. SAM accounts must be renewed annually. The Institution shall maintain and provide original invoices, receipts and other supporting documentation used for reimbursement in accordance with DoD and Air Force publications.

#### **H. Other Provisions.**

- 1. Ensure publication compliance.** The Institution shall comply with all Air Force publications governing unit operations, AF/SF JROTC curriculum, student performance, instructor management, logistics management and financial management. Current publications are available to AF/SF JROTC instructors via the WINGS database.
- 2. Provide reports and meet deadlines.** The Institution shall facilitate completion, through Air Force channels, of necessary instructor evaluations, unit self-assessment reports, program status reports, equipment inventories, academic metrics, and other recurring and periodic reports required by the Air Force. Any data reported under this requirement must adhere to the Family Educational Rights and Privacy Act.
- 3. Approve chaperones to assist with AF/SF JROTC events/activities.** The Institution shall utilize school district guidance to approve chaperones to accompany cadets for local after school or weekend AF/SF JROTC events and activities if a certified instructor will not be present. This excludes overnight stays where a certified instructor must be present, ensuring the cadet-to-chaperone ratio is strictly followed. Instructors must utilize good judgment and be present for activities where an instructor needs to ensure safety or be the

Air Force representative. NOTE: Wellness/PT sessions must be monitored by a certified AF/SF JROTC Instructor with a current CPR certification.

**SECTION 3. BOTH PARTIES AGREEMENT.** Contingent upon the acceptance of this MOA, both parties mutually agree as follows:

- A. Maintain accreditation.** The Institution must maintain accreditation by a state or regional accreditation agency. Loss of accreditation shall be considered grounds for disestablishment action under paragraph 3.E.2 of this agreement.
- B. AF/SF JROTC instructor training and credentialing.** The Air Force may conduct periodic workshops for instructors hired to conduct the AF/SF JROTC program. The Institution shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. The Air Force will pay for transportation, lodging and provide per diem for these events. Any salary for these periods is at the discretion of the Institution. Attendance waivers may be authorized by the Air Force in extenuating circumstances. The Institution shall afford AF/SF JROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.
- C. AF/SF JROTC program assessments.** Representatives of the Air Force shall be authorized to make visits to the Institution, both announced and unannounced, to assess the AF/SF JROTC program, locate and inspect Air Force property, and to ensure continued compliance with the provisions of Public Law, DoD and Air Force publications and this MOA.
- D. Actions on AF/SF JROTC instructor certifications.** The Air Force holds the certification for all AF/SF JROTC instructors. The Air Force retains the right to place on probation, suspend, or permanently remove the certification of an AF/SF JROTC instructor for any breach of standards. The Institution will remove any suspended or decertified instructor from the AF/SF JROTC program.
- E. MOA Termination Clauses.**
  - 1. This agreement may be terminated at the completion of any regular school year by either party, or sooner by mutual agreement. If the governing authorities of an Institution decide to discontinue their AFJROTC program, they must notify the Director, Air Force JROTC in writing at: Director of AFJROTC, 60 West Maxwell Blvd, Maxwell Air Force Base, Alabama, 36112-6106.
  - 2. Institutions which do not fulfill the provisions prescribed in this MOA, or in applicable Air Force publications, may be placed on probation, or otherwise notified of a failure to meet standards. The appropriate Institution authorities will be required to correct the deficiency within a specified timeframe or risk disestablishment of the AF/SF JROTC program.
  - 3. The Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development, may terminate this agreement and withdraw the AF/SF JROTC program if the best interest

of the Air Force would be served by doing so, regardless of the provisions of paragraphs 3.E.1 and 3.E.2 of this MOA.

4. The governing authorities of the Institution shall, in the event of mutual or unilateral termination of this agreement, or in the event of disestablishment as prescribed by the Secretary of the Air Force, return to the Air Force all Air Force-owned equipment, supplies, uniforms, and educational curriculum materials in the custody of the Institution (to include all such items purchased using funds provided to the Institution by the Air Force) in accordance with procedures and guidance in existence or provided by the Air Force at the time of the termination of this agreement or disestablishment of the AF/SF JROTC program.

#### **F. General Provisions.**

1. This is a standardized agreement, and no language contained herein will be modified, revised, or adjusted to address the concerns of any specific Institution.
2. Regardless of changes in the original signatories, this agreement shall remain in effect until officially terminated, or superseded, under a provision of sub-section 3.E.
3. The agreement shall become effective upon signature by the Institution's Superintendent (or equivalent), and the Director of Air Force Junior ROTC.
4. The DD Form 3202 and this addendum represents the entire agreement and supersedes any prior agreement, understandings, or representations between the Air Force and the Institution pertaining to the establishment and maintenance of an AF/SF JROTC program.
5. This agreement will be reviewed for currency as determined by the Air Force. The Air Force reserves the right to mandate renewal of this agreement by both parties if significant program changes occur.
6. This agreement is governed by and shall be construed under Public Law.
7. Unless expressly stated in writing, signed by the Air Force, the waiver by the Air Force of any act, duty, or obligation required of the Institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the Institution.
8. Nothing in this agreement will be construed as obligating the Air Force, their officers, employees, or agents to expend any funds more than the appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 USC Section 1341).
9. Each signatory of this agreement certifies he or she is fully authorized to enter into the terms and conditions of this agreement and to execute the same to effectively bind each party to its terms.

- 10.** The Institution shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender, or any other category prohibited by law.
- 11.** Unless otherwise stated herein, notices under this agreement must be in writing and shall be effective upon positive confirmation of receipt.
- 12.** In accordance with Sections 1, 2 and 3, all parties agree and will comply with the provisions of this Addendum.

(signatures are collected on the DD Form 3202)