



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 02/04/25

Item Title: Memorandum of Agreement (MOA) between X Action
U.S. Marine Corps, 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 Marine Corps acting through Commanding General, Training and Education Command, and Brownsville Independent School District for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at Veterans Memorial 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 Marine Corps acting through Commanding General, Training and Education Command, and Brownsville Independent School District for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at Veterans ECHS.


Approved for Submission to Board of Education:

Norma J. Canales 
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

Minerva Almanza

From: Priscilla Lozano <plozano@808West.com>
Sent: Friday, January 3, 2025 1:45 PM
To: Minerva Almanza
Cc: Roxanne Eckstein; Lea Ohrstrom
Subject: [EXTERNAL]Re: Emailing: MOA United States Marine Corps

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,

Approved as to form.

Sincerely,
Priscilla

From: Minerva Almanza <malmanza1@bisd.us>
Sent: Friday, December 20, 2024 5:47 PM
To: Priscilla Lozano <plozano@808West.com>
Cc: Roxanne Eckstein <reckstein@bisd.us>
Subject: Emailing: MOA United States Marine Corps

Ms. Priscilla,

For your review and approval.

Thank you
Minnie

Your message is ready to be sent with the following file or link attachments:

MOA United States Marine Corps

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UNITED STATES MARINE CORPS
TRAINING & EDUCATION COMMAND
2007 ELLIOT ROAD
QUANTICO, VIRGINIA 22134-5001

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C 46JR
15 Aug 24

ADDENDUM TO MEMORANDUM OF AGREEMENT (MOA) FOR THE ESTABLISHMENT OF
MARINE CORPS JUNIOR RESERVE OFFICERS' TRAINING CORPS (JROTC) UNITS

Purpose: This Marine Corps JROTC-specific addendum is referenced in Section 1, Item 6 of DD Form 3202. The specifications listed in this addendum serve to clarify or amend the standardized requirements listed on the main document.

Ref: (a) Marine Corps Order P1533.6_
(b) JROTC Instructor Pay, DASD ltr 25 Mar 2024

1. Each Unit may be located only at its designated Host School and will not be relocated without prior written Marine Corps consent and modification to this Agreement. Satellite Units are not authorized. It is recommended that the host school establish a Department of Leadership to administer the Marine Corps JROTC Program as an independent entity or part of a Career and Technical Education (CTE) structure.

2. Cadet enrollment expectations include maintaining standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation. Cadets shall maintain conduct, grooming, and uniform standards and comply with any other criteria required by the references listed here and on DD Form 3202, that may be amended from time to time.

3. **Instructors**

a. **Contract**. The School District shall enter into a written contract with each Marine Corps JROTC Instructor that stipulates the duration of employment in direct support of the Marine Corps JROTC Program and the amount of salary each Instructor will receive. The Marine Corps recommends and will reimburse half of the Minimum Instructor Pay of each Marine Corps JROTC Instructor's contract up to and including 12 months. Any deviations from 12 months should be discussed with the Regional Director.

b. **Number**. The School District shall employ a minimum of two Instructors per Unit. One officer as the Senior Marine Instructor (SMI) and one enlisted as the Marine Instructor (MI) (collectively known as the Marine Corps JROTC Instructors). The School District shall notify and coordinate with the Regional Director before offering employment to any Marine Corps JROTC Instructor to determine if that Instructor has been certified per reference (a). Additional Marine Corps JROTC Instructors may be requested in writing for consideration by Headquarters Marine Corps JROTC.

c. **Waivers**. The Marine Corps JROTC Director may grant a waiver to hire two officers or two enlisted Marines when hiring one of each cannot be accomplished. This waiver may also include having an enlisted Marine assume the SMI role. In any case, the SMI must possess a bachelor's degree. This waiver request must be initiated by the school/district hiring authority and endorsed by the respective Marine Corps JROTC Regional Director before consideration by the Marine Corps JROTC Director. All other waivers shall originate with the superintendent.

Marine Corps Addendum to DD Form 3202

d. Duties. The School District shall assign Marine Corps JROTC Instructors in writing only those duties connected with the instruction, operation, and administration of the Marine Corps JROTC Program. The School District shall contract separately with the individual Marine Corps JROTC Instructor for any additional duties desired beyond those specifically related to the Marine Corps JROTC Program, which shall be approved by and at no cost to the Marine Corps. Such additional services shall not be performed within the scope of Marine Corps JROTC duties. This requirement does not preclude MCJROTC Instructors from serving on routine committees or performing curricular or cocurricular duties normally performed by and rotated among other faculty members in a given school year. At no time will these additional duties interfere with the performance of the Instructors' Marine Corps JROTC duties, nor occur during regular school hours. Coaching and supervisory assignments that normally require the School District to pay an additional stipend or salary shall not be considered part of the Marine Corps JROTC MIP.

e. Salary. Per reference (b), Marine Corps JROTC Instructors are paid by the School District with the Marine Corps providing reimbursement for 50% of the MIP. The School District for Instructor pay is limited to the period of employment specified on the JROTC Instructor Annual Certification of Pay and Data Form (DD Form 2767) regardless of the School District pay distribution schedule. MIP should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual Marine Corps JROTC Instructors and the School District. The School District may pay more than MIP but shall do so without entitlement for reimbursement from the Marine Corps or the Department of Defense. The School District may offer monetary stipends as additional incentives for employment and/or compensation for cocurricular Marine Corps JROTC coaching responsibilities, just as varsity sports coaches are compensated.

f. Instructor Training and Credentialing. The Marine Corps may conduct periodic workshops for instructors hired to conduct the Marine Corps JROTC program. The school district/host school shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. The Marine Corps will pay for transportation, lodging and provide per diem for these events. Any salary for these periods is at the discretion of the school district. Attendance waivers may be authorized by the Marine Corps in extenuating circumstances. The host school shall afford Marine Corps JROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.

4. Academic Credit. The School District, in conjunction with the State Board of Education, may grant students who complete Marine Corps JROTC courses additional academic credit toward graduation requirements (i.e., Physical Education, Health, Civics, etc.).

5. Uniforms. Students enrolled in the Marine Corps JROTC Program shall wear the prescribed uniform as directed by the Marine Corps JROTC Instructors at least one full school day per week. Appropriate civilian attire may be worn in place of the uniform only with the express permission of Headquarters Marine Corps JROTC. The Marine Corps JROTC Instructors shall wear the appropriate military uniform while participating in Marine Corps JROTC Program activities unless otherwise directed by Headquarters Marine Corps JROTC.

6. Marine Corps-Furnished Property. The amount and type of equipment provided is based on the number of cadets enrolled in each Program. The Marine Corps shall provide all curricular and instructional materials and guidelines used

Marine Corps Addendum to DD Form 3202

to instruct the Marine Corps JROTC curriculum. The Senior Marine Instructor shall be appointed as the Marine Corps JROTC Responsible Officer (RO) by Headquarters Marine Corps JROTC and is empowered to requisition, receive, stock, and account for government property issued to the host school. In the absence of instructors, the host school will ensure the safekeeping of all government-furnished property issued to the school and take precautions to prevent the equipment from being lost, damaged, or stolen.

7. **Marine Corps Intellectual Property/Trademarks**. The host school may wish to adopt naming and/or branding reflective of the relationship that the host school has with the Marine Corps. However, any use of Marine Corps trademarks by the host School shall ensure to the benefit of the Marine Corps and not the host school, and the host school may not assert trademark rights in any naming or branding that includes Marine Corps trademarks, nor may it file to register trademarks of the host school any marks containing or based on Marine Corps trademarks. The host school Marine Corps JROTC Program may make limited use of Marine Corps trademarks while operating under the terms of this agreement, for example, in promotional materials for the Unit, and related activities. However, if the host school wishes to make and sell or otherwise distribute merchandise displaying Marine Corps trademarks, such activity must be approved by the U.S. Marine Corps Trademark Licensing Office (TMLO). The Marine Corps TMLO Program website is www.trademark.marines.mil and can be contacted at 703-784-6887 or trademark_licensing@usmc.mil.

8. **Facilities**. The following guidelines are provided when considering the space needed to ensure the successful implementation of a Marine Corps JROTC Unit. Any deviation from these guidelines shall be approved by the Regional Director.

- a. Instructor Offices with minimum space of 100 sqft.
- b. Classroom space of at least 30X50' comprised of either two classrooms or a classroom that could be divided into two areas to accommodate different cadet education levels.
- c. Climate-controlled storage area of 1000 sqft.
- d. Climate-controlled marksmanship training area approximately 30X50' and a secure storage area for rifle racks.
- e. Drill area space of approximately 100X100' and access to indoor area during inclement weather.
- f. Physical fitness area or gym space on equal access basis with physical education classes.

9. **Operational Support**. At a minimum, the host school shall provide the Marine Corps JROTC Unit with operational, Information Technology (IT), and recruitment support.

- a. This includes an operational budget commensurate with other school programs of comparable size and scope. Operational support is used to pay for the transportation of cadets to various meets, competitions, and activities considered necessary to support the Marine Corps JROTC Unit. The Regional Director can assist with determining an appropriate budget.

Marine Corps Addendum to DD Form 3202

b. Marine Corps JROTC units require IT support to allow instructors to use the Headquarters Marine Corps JROTC email domain (mcjrotc.org) and the Cadet Records Manager (CRM) program. Instructors must use this domain when communicating with HQMC JROTC personnel and to access and work inside the All Partners Access Network (APAN) to account for, order, and replace government supplies and facilitate cadet travel. The CRM program is used to track all cadet activities throughout their cadetship and account for government property.

c. The school district shall ensure that Marine Corps JROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the program to future 9th grade students. Failure to do so may result in low enrollment.

10. Evaluations/Inspections. The school district and host school shall cooperate with, and grant access to government personnel to facilitate evaluations and inspections. All cadets shall be made available during the conduct of unit inspections.

11. Unit Failure to Meet Marine Corps Standards

a. When the Marine Corps determines a unit does not meet the standards specified in this MOA, other than for enrollment, school authorities shall be notified the unit has been placed on probation. Disestablishment of the unit may be made effective at the end of the probationary period if the reason for the probation has not been resolved.

b. Units in their third year of establishment not meeting the statutory minimum required enrollment shall be placed on probation. The Marine Corps JROTC Director shall evaluate the potential to attain the minimum enrollment by the start of the next school year. If not attainable, the Marine Corps JROTC Director shall encourage host school authorities to concur in the disestablishment of the unit at the end of that current school year. If the evaluation indicates that minimum enrollment will be attained by the start of the next school year the unit may be continued. The Marine Corps JROTC Director shall determine within 90 days from the start of the school year whether minimum enrollment requirements have been satisfied. If it has not, the host school may be officially notified of unit disestablishment scheduled for the end of that school year. The Marine Corps JROTC Director may authorize extensions of probation periods in special circumstances.

c. If the Unit has been placed in probation status and the deficiencies cited for such status are not corrected within the specified time frame, the Marine Corps may request the unit be re-designated as a National Defense Cadet Corps (NDCC) no later than 30 June of that school year. As a Marine Corps NDCC, the School District will cease to receive reimbursement for Instructor salaries. If the Unit chooses not to become a Marine Corps NDCC unit, the Marine Corps, upon the recommendation of the Commanding General Training and Education Command and approval of the Assistant Secretary of the Navy Manpower and Reserve Affairs shall disestablish the Unit at the end of the current school year. Unless otherwise agreed upon by the school district and the Marine Corps, instructor salaries will continue through 30 June to ensure responsible and knowledgeable personnel are available for an orderly disestablishment and return of all government property.

MEMORANDUM OF AGREEMENT BETWEEN

Marine Corps
(Military Service)

AND Brownsville Independent School District

(Name of School District)

Form Approved
OMB Number 0704-0680
Expires 02/28/2027

TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT

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

Privacy Advisory

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

This Memorandum of Agreement (MOA) is hereby entered into by and between Marine Corps (Military Service Name) acting through Commanding General, Training and Education Command (first General/Flag Officer Command above JROTC Program Office), and Brownsville Independent School District (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at Veterans Memorial Early College HS (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.

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 Marine Corps (Military Service Name) on the date of signature below, a JROTC unit is established at Veterans Memorial 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.

I. REFERENCES. The following references are incorporated herein and apply to both Parties:

1. 10 U.S.C. §§ 2031-2036
2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program"
3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response"
4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment
5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation
6. Marine Corps JROTC-Specific Addendum dated 15 August 2024
(Name of Military Service-specific Addendum)

II. STATEMENT OF NON-DISCRIMINATION. 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 DoD Instruction 6400.01, 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.

The following School District and Host School office handles inquiries regarding the non-discrimination policies:

Brownsville ISD, 1900 E. Price Rd, 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]

III. UNDERSTANDINGS OF THE PARTIES.

1. **Nondiscrimination.** 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.
2. **Retaliation Prohibited.** 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.
3. **Partnership/Certification Relationship and Background Checks.** 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.
 - 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.

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 Regional Director (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: Superintendent

Title: Superintendent

Address: 1900 E. Price Rd., 7307

Email: jhchavez@bisd.us

Telephone Number: 956-698-0014

Alternate:

Title: Chief Academic Officer

Address: 1900 E. Price Rd.

Email: 1900 E. Price Rd.

Telephone Number: 956-698-0014
malmanzale@bisd.us

2. For the Military Service

Primary:

Title: Regional Director

Address: 44 Tordesillas St, Brownsville, TX 78526

Email: christine.ramos@mcjrotc.org

Telephone Number: 843-263-0634

Alternate:

Title: Compliance Branch Manager

Address: 2007 Elliot Road, Quantico, VA 22134

Email: richard.barnes@mcjrotc.org

Telephone Number: 703-432-1766

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		
TYPED NAME (Last, First, Middle Initial) AND TITLE Chavez, Jesus, H., Superintendent	SIGNATURE	DATE SIGNED (YYYYMMDD) 20241220
FOR THE MILITARY SERVICE		
TYPED NAME (Last, First, Middle Initial) AND TITLE Oltman, Robert G. Director, Marine Corps JROTC	SIGNATURE OLTMAN.ROBERT.G ERALD.1034515731 <small>Digitally signed by OLTMAN.ROBERT.GERALD.10345 15731 Date: 2024.08.16 10:50:21 -0400</small>	DATE SIGNED (YYYYMMDD) 20240816
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL (No abbreviations) Veterans Memorial ECHS	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS (Include ZIP code) <i>(If P.O. Box must also provide street address for shipping purposes)</i>	
c. TYPE OF SCHOOL (Check appropriate box) <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Norma J. Canales		
e. TELEPHONE NUMBER 956-574-5614		
f. FAX NUMBER 956-714-6188		
g. EMAIL ADDRESS njc@bisd.us		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT (No abbreviations) Brownsville Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS (Include ZIP code)	
c. SUPERINTENDENT'S NAME Dr. Jesus H. Chavez		
d. TELEPHONE NUMBER 956-698-0014		
e. FAX NUMBER		
f. EMAIL ADDRESS jhchavez@bisd.us		
LIST ACCREDITING AGENCY		
a. REGIONAL Region One/009	b. STATE Texas	c. OTHER None
TOTAL ENROLLMENT OF HOST SCHOOL 2,203	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	



UNITED STATES MARINE CORPS
TRAINING & EDUCATION COMMAND
1019 ELLIOT ROAD
QUANTICO, VIRGINIA 22134-5050

1533
C 46JR

10 MAY 2011

MEMORANDUM OF AGREEMENT (MOA) FOR ESTABLISHMENT OF
MARINE CORPS NATIONAL DEFENSE CADET CORPS UNIT(S)

Subj: MEMORANDUM OF AGREEMENT

Ref: (a) MCO 1533.6E

1. **Purpose.** This Agreement (the "Agreement") for the Establishment of a Marine Corps National Defense Cadet Corps Unit ("MCNDCC") Unit is hereby entered into by and between **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT** (the "School District") and the U. S. Marine Corps, acting through Training and Education Command (TECOM) (the "Marine Corps") pursuant to Title 10, United States Code, Chapter 102, Sections 2031 *et seq.* (the "Statute"). This Agreement shall become effective as of the date when it has been executed by authorized representatives of both parties (the "Effective Date").

2. **Unit Established; Status of Units.** A MCNDCC unit (the "Unit") is hereby authorized at the following school in the School District. Each such school shall be hereinafter referred to as the "Host School".
VETERANS MEMORIAL HIGH SCHOOL.

a. Each Unit may be located only at its designated Host School and cannot be moved without prior written Marine Corps consent and modification to this Agreement. Each Host School shall establish, as an integral academic and administrative department of the school, a Department of Leadership to administer the MCNDCC program. The senior Marine Instructor will be designated as the Department Chair.

b. Administration and reporting requirements for the Unit will be in accordance with MCO 1533.6E MCJROTC Standard Operating Procedures (SOP). The MCNDCC unit will be governed and required to meet all criteria of all MCJROTC units.

3. **Accreditation.** The School District warrants and represents that each Host School is fully accredited by the cognizant State or regional accreditation agency. Each Host School shall remain fully accredited at all times. Failure to maintain such accreditation shall be grounds for termination of the Agreement in accordance with Paragraph 12 below. The School District shall immediately notify the Marine Corps at the address noted in Paragraph 12 in the event that the accreditation of any Host School comes under investigation or is withdrawn or threatened with withdrawal.

4. **Unit Members; Number and Qualifications.** Each Unit shall maintain a minimum student enrollment of no less than the number mandated by the Statute, currently 100 students, or 10 percent of the number of students enrolled in the Host School (whichever is less) who are enrolled in a grade above the eighth grade. The Host School shall limit membership in the Unit to students who meet the criteria of the Statute as well as Department of Defense and Marine Corps Instructions pertaining to the MCJROTC SOP. These criteria require that participating students:

a. Are physically fit; participation in the Marine Corps Junior ROTC requires that students meet health and physical standards. Cadets must be physically fit for participation in the program.

b. Maintain standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation.

c. Maintain standards of conduct as set forth in the MCJROTC SOP.

d. Comply with the grooming standards set forth in the MCJROTC SOP.

e. Comply with any other criteria required by the Statute and MCJROTC SOP, as they may be

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amended from time to time.

5. Instructors

a. Number. The School District shall employ a minimum per Unit of one retired officer as the Senior Marine Instructor (SMI) and one retired enlisted person as the Marine Instructor (MI) (collectively, the "MCNDCC Instructors"). Additional MCNDCC Instructors shall be employed when authorized by the Marine Corps, in accordance with the student/instructor ratios set forth in the MCJROTC SOP. The School District shall notify and coordinate with the Regional Director for Marine Corps JROTC prior to hiring any MCNDCC instructor in order to ascertain whether or not that instructor is certified as required by Paragraph 4.c. of this MOA.

b. District Employees. MCNDCC Instructors and such other personnel that are hired to support the MCNDCC program at the Host School are employees of the School District. In no event shall the School District represent such instructors and personnel as Marine Corps employees, agents or contractors. As a Department Chair, the School District shall include the Senior Marine Instructor in meetings where policies, recommendations, or decisions affecting the MCNDCC program are made, including the employment or discharge of Marine Instructors.

c. Certification. MCNDCC Instructors must be certified by TECOM to administer a MCJROTC program and teach the Marine Corps Leadership curriculum. The Marine Corps has the right to decertify MCNDCC Instructors on the grounds set forth in the MCJROTC SOP.

d. Contract. The School District shall enter into a written contract with each MCNDCC instructor that stipulates the duration of employment, including identification of the specific periods during which each of the MCNDCC Instructors will be performing duties in direct support of the MCNDCC program, and the amount of salary each instructor will receive. Employment contracts for MCNDCC Instructors shall provide for a 12 month annual contract. For reimbursement purposes (See Paragraph 4.f below), one month equals 30 days, including Saturdays, Sundays, and holidays. The School District shall modify the contracts of MCNDCC Instructors to reflect changes in minimum pay required by MCJROTC SOP.

e. Duties. The School District shall assign MCNDCC Instructors only those duties connected with the instruction, operation, and administration of the MCNDCC program. The School District shall contract separately with the individual MCNDCC Instructor for any additional duties desired beyond those specifically related to the MCNDCC program, which shall be at no cost to the Marine Corps. Such additional services shall not be performed within the scope of MCNDCC duties. This requirement does not preclude MCNDCC Instructors from serving on routine committees or performing curricular or extracurricular duties normally performed by and rotated among other faculty members. At no time will these additional duties interfere with the performance of the Instructors MCNDCC duties, nor occur during regular school hours. Coaching and supervisory assignments that would normally require the School District to pay an additional stipend or salary shall not be considered part of the MCNDCC Minimum Instructor Pay.

f. Salary. The School District agrees to pay 100% of the authorized salary that would be paid to a MCJROTC Instructor as set forth in the following: The School District shall ensure that the compensation of each MCNDCC Instructor is at least equivalent to the Minimum Instructor Pay (MIP) specified by Department of Defense Regulations and Statute as computed by the Marine Corps. MIP should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual MCNDCC Instructors and the School District. The School District may pay more than the MIP but shall do so without entitlement for reimbursement from the Marine Corps or the Department of Defense. The School District may offer monetary stipends as additional incentives for employment and/or compensation for extra-curricular MCNDCC coaching responsibilities just as varsity sports coaches are compensated.

g. Notification of Instructor Changes, Investigations, or Disciplinary Actions. The School District shall inform the Marine Corps in writing, within five calendar days, of the effective date of any of the following: (1) changes to the employment status of any of the Instructors such as termination of current or the hiring of new MCNDCC instructors and, (2) any disciplinary action or incident requiring school/law enforcement investigation regarding MCNDCC Instructors. Direct contact and interaction with the Marine Corps Regional Director in all matters pertaining to Instructor issues is encouraged.

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6. Curriculum; Academic Credit

a. Prescription. Each Host School shall establish a 4-year Marine Corps Leadership curriculum consisting of at least the number of hours of instruction per Marine course (presently 180 class hours per year) prescribed in MCJROTC SOP and using all instructional materials and guidelines provided by the Marine Corps pursuant to Paragraph 7.a.(3). The School District and Host School shall maintain all standards of instruction and administration for the MCNDCC program as prescribed by the Marine Corps in the MCJROTC SOP.

b. Academic Credit. The School District, in conjunction with the State Board of Education (via waivers), shall grant students who participate in, and successfully complete MCNDCC courses, academic credit toward graduation requirements (i.e., Physical Education, Health, Civics, etc.).

7. Uniforms. Students enrolled in the MCNDCC program shall wear the prescribed uniform when directed to do so by any of the MCNDCC Instructors. The MCNDCC Instructors shall wear the appropriate military uniform at all times prescribed by service regulations while participating in all curricular and extra-curricular activities within the MCNDCC program.

8. Marine Corps-Furnished Property

a. The Marine Corps shall provide the following property (collectively, "Government-Furnished Property") for exclusive use in the MCNDCC program and shall pay transportation charges, including packaging and handling, for shipment of Government-Furnished Property to and from the Host School:

(1) Uniforms. The Marine Corps shall issue, at its expense, uniforms for enrolled cadets in the MCNDCC program in accordance with the supply manual issued by the Marine Corps (the "MCJROTC Supply Manual").

(2) Government Furnished Equipment. The Marine Corps shall provide the Host School with Government-furnished equipment needed to administer the MCNDCC curriculum (i.e., flags, guidons, etc.). The amount and type of equipment provided is subject to the applicable tables of allowance in the MCJROTC Supply Manual based on the number of cadets enrolled in each program.

(3) Instructional Materials. The Marine Corps shall provide all curricular and instructional materials and guidelines used to instruct the MCJROTC curriculum.

b. Safekeeping/Replacement of Government Furnished Property; Property Custodian. The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with the MCJROTC Supply Manual and 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 Marine Corps, 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 or Host School shall appoint one of the MCNDCC Instructors as the Military Property Custodian (MPC) empowered to requisition, receive, stock, and account for government property issued to the school and shall notify the Marine Corps in writing of the name of said custodian.

c. Insurance. The School District shall furnish to the Marine Corps an insurance policy from a financial institution satisfactory to the Marine Corps in an amount no less than \$150,000, or equal to the replacement value of Government-furnished Property if greater. The School District shall ensure that the 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. The School District will provide an insurance policy and shall name the Commanding General, Training and Education Command (C46JR) as an "additional insured" and provide a certificate to that effect to the Marine Corps.

9. Facilities. The Host School shall provide the Marine Corps with dedicated classroom(s), administrative office(s), office equipment (i.e., computers, printer, projector, and projection screen), including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Marine Corps),

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storage space (see. Paragraph 7.b above), drill area, marksmanship training area and utilities, and shall pay for the cost and maintenance thereof. **The following are the minimum requirements:**

- Marine Instructor's Offices. Minimum space of 100 square feet (per instructor)
- Marine Corps NDCC Classrooms. Minimum classroom space of at least 26' X 50' comprised of either two classrooms or a classroom that could be divided into two areas in order to accommodate different cadet levels.
- Uniform/Equipment Storage Facility. Minimum space of 1000 square feet per 100 to 150 cadets enrolled.
- Training Aids Storage Room. Minimum space of 300 square feet per 100 to 150 cadets enrolled.
- Indoor Marksmanship Training Area. Minimum space of 30' X 50'.
- Drill Area. Minimum space of 80' X 40'.
- Physical Fitness Area. Access to gym and other physical fitness areas (i.e., weight room, pull up bars, etc.) on equal access basis with Physical Education classes not less than once a week for each class period.
- Areas that currently exceed the above minimums in existing programs shall be maintained.

10. **Audit/Inspection; Access.** The Marine Corps reserves the right to and shall from time to time, conduct Unit inspections. In addition, the Marine Corps may audit, at any time, use of all Government Furnished Property and funds, including cost and travel reimbursements provided to the School District and Host School. The School District and Host School shall cooperate with, and grant access to Marine Corps and Federal Government personnel to facilitate such inspections and audits.

11. **Unit Failure to Meet Marine Corps Standards**

a. **Probation.** When the Marine Corps determines that a MCNDCC Unit does not meet the standards specified in MCJROTC SOP it shall place the Unit in a probation status and shall notify the School District accordingly. Units that are in at least their third school year of operation and do not have the minimum enrollment specified in the Statute as of October 1 of that school year, will be placed on probation. No later than the end of the school year in which the Unit has been placed on probation the Marine Corps will evaluate the Unit's potential to attain the minimum enrollment on or before the first day of the next school year. If this evaluation indicates that the minimum enrollment can likely be met by that date, the Unit will be continued on probation pending determination of actual enrollment 90 days after the beginning of the following school year. If the Unit does not meet the minimum enrollment requirements at that point, this agreement will terminate at the end of the current school year. As long as the program is on probation, it will not be awarded MCJROTC status. If the Unit chooses not to continue as an MCNDCC unit the Marine Corps, upon the approval of the Commandant of the Marine Corps (CMC), may disestablish the Unit at the end of such period. If the unit is placed on probation for any reason other than enrollment, this agreement will terminate at the end of one year from the date the unit is placed on probation, unless the reason for such probation status has been removed to the satisfaction of the Marine Corps prior to such expiration.

12. **Termination.** This Agreement may be terminated: (a) at any time, by the mutual consent and agreement of both parties; (b) by either party upon giving the other one year's written notice of such intent to terminate; or (c) with less than one year's notice if the legal authority for the MCNDCC program is repealed, amended, or significantly modified in which event, the Marine Corps shall give participating schools as much notice as is possible within the circumstances. In no event shall termination of this Agreement become effective before the end of a current academic year without the mutual consent of the parties. In the event of mutual or unilateral termination of this Agreement, or in the event of disestablishment as prescribed by CMC, the School District shall return to the Marine Corps, at Marine Corps expense, all U.S. Government-Furnished Property in its or the Host School's custody. Such property shall be returned to the Marine Corps in good condition at a time to be determined by the Marine Corps at the time of the termination of the Unit.

13. **General Provisions**

a. **Construction/Governing Authority.** This Agreement is governed by and shall be construed under Federal law.

b. **Modification or Amendment of Agreement.** No amendment or modification of this Agreement shall be effective unless it is in writing, signed by authorized representatives of both parties.

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c. No Waiver. Unless expressly stated in a writing signed by the Marine Corps, the waiver by the Marine Corps of any act, duty, or obligation required of the School District or Host School 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.

d. No Assignment. This Agreement may not be assigned by the School District.

e. Entire Agreement. This Agreement represents the entire agreement of the parties concerning the matters addressed herein and supersedes any prior agreements, understandings, or representations.

f. Anti-Deficiency Act. Nothing in this Agreement will be construed as obligating the Marine Corps, their 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. Section 1341).



g. Representative Authority. Each undersigned representative of the parties to this Agreement certifies she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute the same so as to effectively bind each party to its terms.

h. Execution. This Agreement shall become effective on the date the last of the authorized representative of the parties signs.

i. No Discrimination. The School District 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.

j. Notice. Unless otherwise stated herein, notices under this Agreement shall be effective upon receipt, must be in writing, and must be served by certified U.S. mail, return receipt requested, addressed to the parties at the address noted below.

WHEREFORE, the parties enter into this Agreement as of the Effective Date.

Name of School District BROWNSVILLE SCHOOL DISTRICT 1900 PRICE ROAD BROWNSVILLE, TX 78521		UNITED STATES MARINE CORPS COMMANDING GENERAL TRAINING AND EDUCATION CMD (C46JR) 1019 ELLIOT ROAD QUANTICO, VA 22134-5001	
Mailing Address of School(s): Veterans Memorial High School 4550 U. S. Military Hwy 281 Brownsville, TX 78520			
By (Signature of School District official)	Date	By (Signature of Marine Corps Representative)	Date
	4/21/11		10 MAY 2011
Typed Name and Title of School District Official		Typed Name and Title of Marine Corps Representative	
Mr. Brett Springston Superintendent, Brownsville Independent School District		William E. McHenry EdD Director, MCJROTC	