

**Notice of Regular Board Meeting
by Videoconference or Telephone Call
Board of Trustees
Thursday, January 16, 2025**

A Regular Board Meeting of the Board of Trustees will be held on Thursday, January 16, 2025, beginning at 6:00 PM, Boardroom of the Mark Henry, Ed.D. Administration Building, 11440 Matzke Road, Cypress, Texas 77429.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Members of the public may access this meeting and or provide public comments as identified below:

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Notice of this meeting was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building on January 10, 2025, at 4:00 p.m.

AGENDA COMMENTS: Per BED (Local), patrons may address the Board during any Board Meeting under Agenda Comments regarding items listed on the agenda for that meeting. Individuals must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the "Register to Speak" link found under each agenda item listed for that meeting on the district website. This electronic speaker form must be completed in its entirety. Agenda Comments will generally be heard before each agenda item to be discussed or considered by the Board unless rearranged by the Board President. Any registered speaker who is absent from the meeting at the time for Agenda Comments forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

MEETING OPENING: Call to Order, Invocation and Pledge of Allegiance, District's Vision, and Mission Statement.

1. REMARKS AND ANNOUNCEMENTS

A. The Superintendent will make remarks and announcements regarding the honors and achievements earned by staff and students in recent weeks and provide information regarding district and community events or items of interest.

2. RECOGNITIONS

A. In honor of Texas School Board Recognition Month, the Superintendent will recognize the

Cypress-Fairbanks ISD Board of Trustees for their dedication, leadership, and continuing service to the children of the district.

3. BOARD COMMENTS

A. Board members may make comments during this portion of the agenda regarding student achievement, district progress and data, community input and concerns, observations from school visits, meetings and conferences attended, district and community events and initiatives, or continuing education. The Board may not take action on items discussed.

4. CITIZEN PARTICIPATION

A. Per BED (Local), patrons may address the Board during the Regular Board Meeting under Citizen Participation on any matters of interest or concerns that are not posted agenda items. Individuals may only register to speak one time per meeting and must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must click on the “Register to Speak” link found under the Citizen Participation heading in the agenda for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Citizen Participation forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

CITIZEN PARTICIPATION WILL BE HEARD AT THE REGULAR BOARD MEETING ON THURSDAY, JANUARY 16, 2025.

5. REPORTS

- A. The administration will provide a report on formative assessment data.
- B. The administration will provide an update on the progress of Strategic Plan, Guardrail 3: Community Relations.

6. CONSENT AGENDA

- A. The Board will consider approving the minutes of the December 5, 2024, Regular Board Meeting.
- B. The Board will consider approving the minutes of the December 9, 2024, Special-Called Board Meeting.
- C. The Board will consider approving the AFJROTC Agreement between the Department of Air Force and CFISD.
- D. The Board will consider authorizing the renewal of the Clinical Affiliation Agreement with Texas Woman’s University.
- E. The Board will consider granting a temporary construction easement to Harris County.
- F. The Board will consider approving construction proposals and contracts paid from Bond Funds to the recommended contractors and authorize the Superintendent or designee to execute all necessary documents related to such contracts as follows:

1. 2024	Cy-Lakes	HS	Renovation
---------	----------	----	------------

2. 2024 Cy-Ranch HS Renovation

G. The Board will consider approving and authorizing the Superintendent or designee to enter into the miscellaneous professional service contracts related to the following project:

1. 2024 Cy-Lakes HS Renovation - HVAC Test & Balancing Services

H. The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.

1. Broker Services for Employee Benefits

2. Commodity Processed Food for Nutrition Services

3. Steamer and Oven for Nutrition Services

7. NON-CONSENT AGENDA

A. The Board will consider approving on first reading the additions, revisions, or deletions to district policies:

- 1. DCE (Local) Employment Practices: Other Types of Contracts (Revise)
- 2. DEC (Local) Compensation and Benefits: Leaves and Absences (Revise)
- 3. DGBA (Local) Personnel-Management Relations: Employee Complaints/Grievances (Revise)
- 4. FA (Local) Parents Rights and Responsibilities (Add)

B. The Board will consider approving the SHAC's recommendation to remove Health as a required course for graduation.

C. The Board will consider approving a request to TEA for a Low-Attendance-Day Waiver.

D. The Board will consider approving the sale of approximately 0.26 acres to the Chimney Hill Municipal Utility District. [This item may be discussed in closed session.]

E. The Board will consider making a determination that good cause did not exist as required by law for Margaret Maag, Veruskka Summers, Kenneth Carni, Juan Pablo Robayo, James Barber, Cathy Whiting, Maxima Vazquez, Kimyra Lagway, Sarah Brown, Rebecca Wells, Stephanie Shasteen, Kevin Benjamin, and Casondra Ogrodowicz to resign their respective employment contracts. [This item may be discussed in closed session.]

F. The Board will consider approving the superintendent's recommendation to give notice to Eric James that it is proposed his employment with the District under a probationary contract be terminated. It is further recommended the President of the Board notify Mr. James of the proposed action to terminate his employment pursuant to 21.104 of the Texas Educator Code. [This item may be discussed in closed session.]

G. The Board will consider a Level IV appeal (Richard) of a Level III decision. [This item may be discussed in closed session.]

8. DISCUSSION

A. The Board will discuss the evaluation, duties, and employment of legal services. [This item may be discussed in closed session.]

9. CLOSED

SESSION

If, during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to any item included in this notice, then such closed session as authorized by Section 551.001 of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 through 551.084, of the Open Meetings Act.

A. There will be a Closed Session in accordance with Government Code Section 551.001 et. seq.

B. Section 551.071	C. For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law. For the purpose of consultation with the district's attorney concerning matters on which the attorney's duty to the district under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings laws.
D. Section 551.072	E. For the purpose of discussing the purchase, exchange, lease or value of real property.
F. Section	G. For the purpose of considering a negotiated contract for a prospective

551.073	gift or donation.
H. Section 551.074	I. For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
J. Section 551.076	K. To consider the deployment, or specific occasions for implementation, of security personnel or devices.
L. Section 551.0821	M. For the purpose of deliberating a matter regarding a public-school student if personally identifiable information about the student will necessarily be revealed.
N. Section 551.082	O. For the purpose of considering discipline of a public-school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.
P. Section 551.083	Q. For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by section 13.901 of the Texas Education Code.
R. Section 551.084	S. For the purpose of excluding witness or witnesses from a hearing during examination of another witness.
10. ADJOURNMENT	

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

On January 10, 2025, at 4:00 p.m., this notice was mailed or electronically transmitted to the news media, who previously requested such notice, and a copy was posted in the main/front office window of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building.

For the Board of Trustees

CFISD Strategic Plan

Goal 1

Formative Assessment Data Review
January 2025



Formative Assessments

CFISD district-wide formative assessments

- Monitor student learning
- Feedback –teachers improve their teaching
- Feedback–students to enhance their learning
- Identify learning gaps
- Tailor instruction to meet specific needs in real-time

Data Digs

- Data reviewed/analyzed by
Administrators
Teachers
District staff
- Pinpoint areas of concern or excelling
- Additional support provided based on the data

Goal 1: The percentage of students taking STAAR/EOC will increase performance at the Approaches Level from 80% to 90%, at the Meets Level from 56% to 71%, and at the Masters Level from 26% to 41% by 2029.

Performance Objectives:

	1.1	The percentage of eligible students scoring at the Approaches, Meets, and Masters Level on the District Progress Monitoring (DPMs) assessments will increase by 2% at the Approaches Level and 3% at the Meets and Masters Levels each year.
--	-----	--

Group	RLA Grades 6-8 DPM2 2024-25								
	Total Tested	DNM		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
All Students	24268	2211	9%	22057	91%	18826	78%	12642	52%
AA	4956	608	12%	4348	88%	3438	69%	1987	40%
H	10776	1308	12%	9468	88%	7736	72%	4683	43%
W	4832	170	4%	4662	96%	4300	89%	3303	68%
A	2672	67	3%	2605	97%	2489	93%	2078	78%
Eco Dis	13524	1766	13%	11758	87%	9350	69%	5428	40%
SPED	2834	846	30%	1988	70%	1217	43%	488	17%
ESL	4124	891	22%	3233	78%	2270	55%	1051	25%

Approaches, Meets, and Masters levels are based on the STAAR standards as of the TEA 2024 Raw Score Conversion Tables. This will allow for an accurate comparison to the 2025 STAAR results.

Group	Science Grades 5 & 8 DPM2 2024-25								
	Total Tested	DNM		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
All	15749	1584	10%	14165	90%	11719	74%	8258	52%
AA	3144	504	16%	2640	84%	1995	63%	1180	38%
H	6988	876	13%	6112	87%	4756	68%	3018	43%
W	3147	107	3%	3040	97%	2768	88%	2223	71%
A	1784	39	2%	1745	98%	1646	92%	1435	80%
Eco Dis	8807	1299	15%	7508	85%	5665	64%	3443	39%
SPED	2004	627	31%	1377	69%	828	41%	442	22%
ESL	2146	414	19%	1732	81%	1233	57%	652	30%

Approaches, Meets, and Masters levels are based on the STAAR standards as of the TEA 2024 Raw Score Conversion Tables. This will allow for an accurate comparison to the 2025 STAAR results.

Group	Social Studies Grade 8 DPM1 2024-25								
	Total Tested	DNM		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
All	8087	1540	19%	6547	81%	5076	63%	3677	45%
AA	1638	426	26%	1212	74%	869	53%	585	36%
H	3611	861	24%	2750	76%	1975	55%	1337	37%
W	1630	168	10%	1462	90%	1226	75%	913	56%
A	880	40	5%	840	95%	778	88%	668	76%
Eco Dis	4478	1142	26%	3336	74%	2382	53%	1600	36%
SPED	818	391	48%	427	52%	248	30%	140	17%
ESL	1318	504	38%	814	62%	532	40%	333	25%

Approaches, Meets, and Masters levels are based on the STAAR standards as of the TEA 2024 Raw Score Conversion Tables. This will allow for an accurate comparison to the 2025 STAAR results.

Group	English I DPM2 2024-25								
	Total Tested	DNM		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
All	8480	580	7%	7900	93%	7526	89%	3656	43%
AA	1685	151	9%	1534	91%	1440	85%	583	35%
H	3870	356	9%	3514	91%	3290	85%	1381	36%
W	1638	38	2%	1600	98%	1571	96%	916	56%
A	939	19	2%	920	98%	905	96%	619	66%
Eco Dis	4606	426	9%	4180	91%	3906	85%	1526	33%
SPED	736	181	25%	555	75%	486	66%	88	12%
ESL	1311	255	19%	1056	81%	917	70%	191	15%

Approaches, Meets, and Masters levels are based on the STAAR standards as of the TEA 2024 Raw Score Conversion Tables. This will allow for an accurate comparison to the 2025 STAAR results.

Group	English II DPM2 2024-25								
	Total Tested	DNM		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
All	8822	930	11%	7892	89%	7279	83%	2648	30%
AA	1728	207	12%	1521	88%	1361	79%	349	20%
H	4053	584	14%	3469	86%	3117	77%	870	21%
W	1750	82	5%	1668	95%	1610	92%	781	45%
A	957	35	4%	922	96%	894	93%	524	55%
Eco Dis	4589	660	14%	3929	86%	3514	77%	934	20%
SPED	679	233	34%	446	66%	360	53%	44	6%
ESL	1237	435	35%	802	65%	621	50%	56	5%

Approaches, Meets, and Masters levels are based on the STAAR standards as of the TEA 2024 Raw Score Conversion Tables. This will allow for an accurate comparison to the 2025 STAAR results.

Group	US History DPM1 2024-25								
	Total Tested	DNM		Approaches or Higher		Meets or Higher		Masters	
		#	%	#	%	#	%	#	%
All	8784	94	1%	8690	99%	7971	91%	6166	70%
AA	1726	30	2%	1696	98%	1500	87%	1061	61%
H	3973	47	1%	3926	99%	3511	88%	2554	64%
W	1791	6	0%	1785	100%	1737	97%	1497	84%
A	968	7	1%	961	99%	918	95%	810	84%
Eco Dis	4489	67	1%	4422	99%	3928	88%	2829	63%
SPED	572	32	6%	540	94%	385	67%	212	37%
ESL	898	28	3%	870	97%	665	74%	430	48%

Approaches, Meets, and Masters levels are based on the STAAR standards as of the TEA 2024 Raw Score Conversion Tables. This will allow for an accurate comparison to the 2025 STAAR results.

THE PATH TO
Amazing!

STRATEGIC PLAN
Guardrail 3:
COMMUNITY RELATIONS



COMMUNITY *Relations*



The superintendent shall foster a culture of trust by providing accurate, timely and interactive communication to all stakeholders and encouraging parents and the community-at-large to be involved in CFISD schools.

Performance Objectives:

- 3.1 Implement a comprehensive marketing plan to increase elementary enrollment & recruit teachers.
- 3.2 Engage parents, businesses & community members in CFISD volunteer opportunities & events.
- 3.3 Implement a comprehensive plan to increase stakeholder input & feedback.
- 3.4 Implement a comprehensive plan to increase revenue.

PERFORMANCE OBJECTIVE *3.1*

Implement a comprehensive marketing plan to increase elementary enrollment & recruit teachers.



STRATEGY 1

Meet with Freed monthly to discuss district goals, timelines, budgets, strategies & metrics to measure campaign efforts.



Back to School *enrollment campaign*

Increase student enrollment while demonstrating CFISD's advantages over charter & private schools

PERFORMANCE OBJECTIVE 3.1
STRATEGY 1

— SOCIAL SKILLS
— INDEPENDENCE
— CURIOSITY
— CONFIDENCE

You'll be
AMAZED
by how much
they grow.

— RESPONSIBILITY
— RESILIENCE
— CREATIVITY

 **CFISD Pre-K**
THE PATH TO
Amazing!

Back to School *enrollment campaign*

PERFORMANCE OBJECTIVE **3.1**
STRATEGY **1**

Total market

Impressions: 150,499

Clicks: 442

CTR: .015%

Plays: 2,946,082

Completion rate: 97.24%

Hispanic market

Impressions: 29,525

Clicks: 7

CTR: .02%

Plays: 26,078

Completion rate: 88.33%



Back to School *enrollment campaign*

PERFORMANCE OBJECTIVE **3.1**
STRATEGY **1**

Aug. 2 – 55,975 opens

June 26 – 64,830 opens

E-blast campaign
June-September



You'll be
AMAZED
by how much
they grow.

- INDEPENDENCE
- CONFIDENCE
- SOCIAL SKILLS
- CURIOSITY
- CREATIVITY
- RESPONSIBILITY
- RESILIENCE

CFISD Pre-K
THE PATH TO
Amazing!

CYPRESS FAIRBANKS
Enroll Today

INDEPENDENCE
CONFIDENCE
CURIOSITY

You'll be
AMAZED
by how much
they grow.

SOCIAL SKILLS
CREATIVITY
RESPONSIBILITY
RESILIENCE

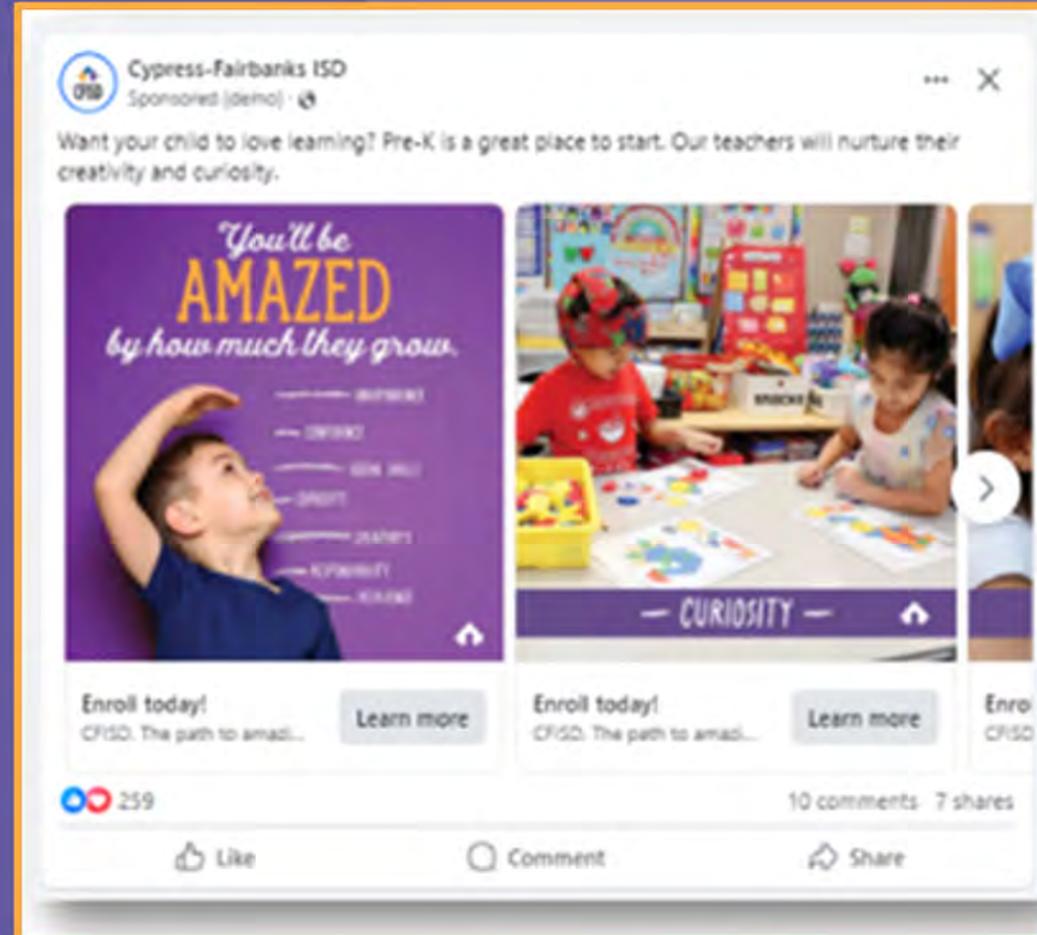


Back to School *enrollment campaign*

PERFORMANCE OBJECTIVE **3.1**
STRATEGY **1**

Social media campaign

- ◆ 3,388,823 impressions
- ◆ 28,194 clicks
- ◆ 29,268 page interactions



Upcoming spring *campaigns*

Tuition-based pre-K
(launching Jan. 21)

Teacher recruitment

PERFORMANCE OBJECTIVE **3.1**
STRATEGY **1**

CYPRESS FAIRBANKS
INDEPENDENT SCHOOL DISTRICT

Enroll Today

Hooray!
FOR PRE-K

*Your child
will become
more*
INDEPENDENT &
SELF CONFIDENT!

SO FUN,
YOUR CHILD
WON'T REALIZE
THEY'RE
LEARNING!

STRATEGY 3

Provide a marketing toolkit and assets for digital displays to campus-based staff.



Marketing *toolkit*

Path to Amazing Toolkit



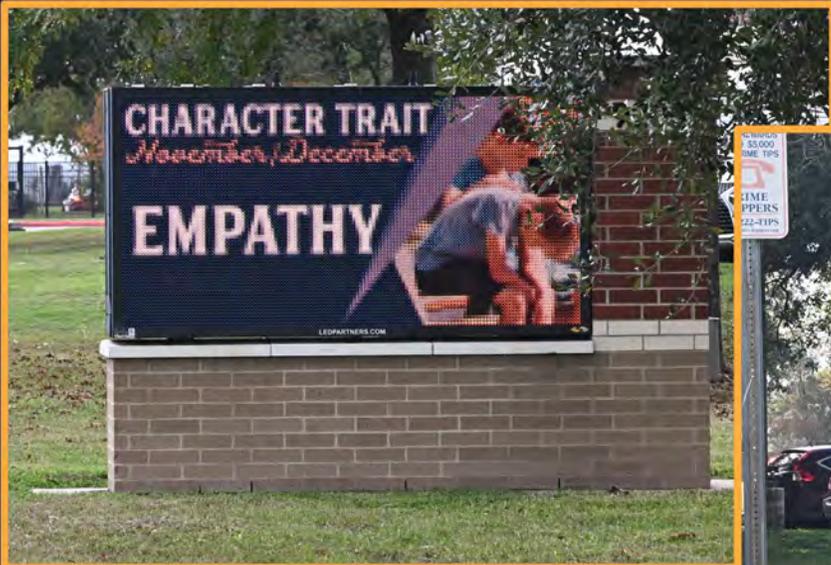
Path to Amazing Frame template
Download: [.PNG](#) | [.PSD](#)

To save file, right-click the link and select 'save link as'.

- [Path to Amazing_email header 1](#)
- [Path to Amazing_email header 2](#)
- [Path to Amazing_social media header 1](#)
- [Path to Amazing_social media header 2](#)
- [Path to Amazing_social media graphic](#)

PERFORMANCE OBJECTIVE 3.1
STRATEGY 3

Campus *marquees*





PERFORMANCE OBJECTIVE 3.2

Engage parents, business & community members in CFISD volunteer opportunities & events.

STRATEGY 1

Schedule & facilitate meaningful engagements with community volunteers including fundraising vendors, PTOs & booster clubs, VIPs committees, Bus Buddies, business partner meetings, mentor trainings, school adoptions, VIPS Appreciation Event, Superintendent's Fun Run & Community Connect events



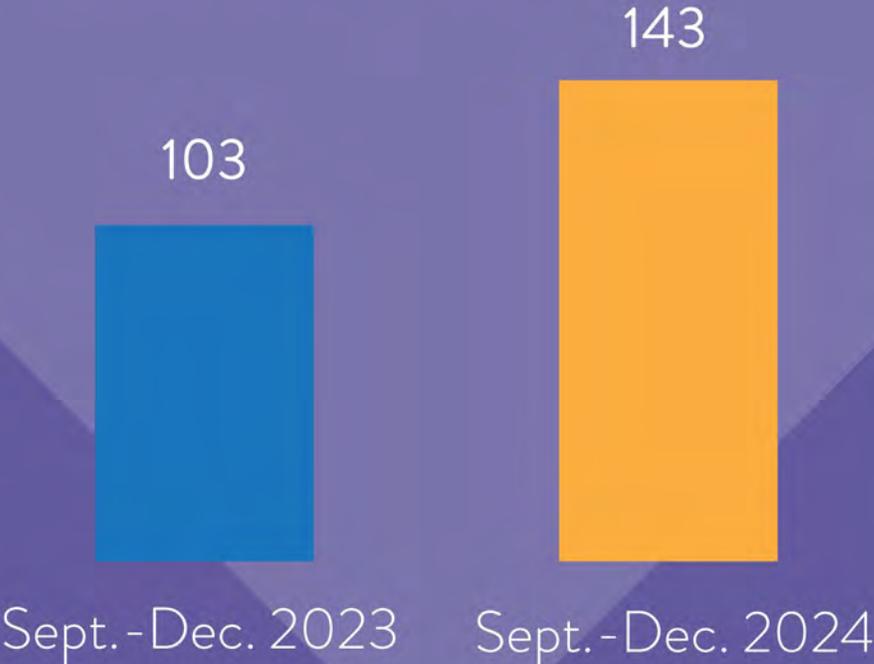
Business

partners

PERFORMANCE OBJECTIVE **3.2**
STRATEGY **1**



Meeting attendance



Business

partners

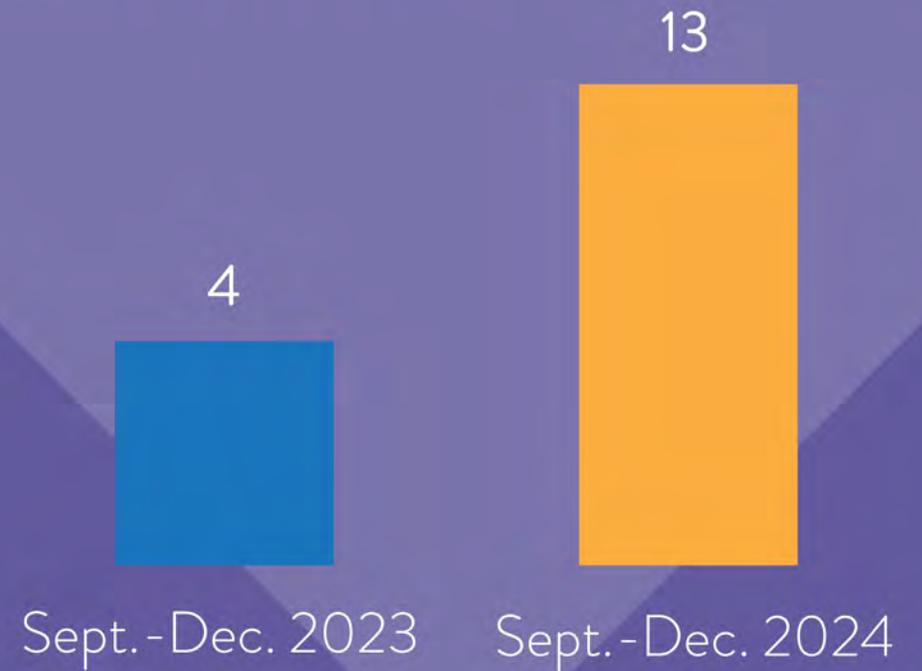
PERFORMANCE OBJECTIVE 3.2
STRATEGY 1



Adopt-a-school *program*



Adoption partnerships



VIPS / PTOs

PERFORMANCE OBJECTIVE 3.2
STRATEGY 1



Elementary PTOs/VIPS boards

Middle school VIPS

- ◇ Staff appreciation
- ◇ Annual color run
- ◇ Gather donations from local vendors
- ◇ Decorating
- ◇ School store
- ◇ 8th grade dance
- ◇ Library support
- ◇ Mentors
- ◇ Workroom support

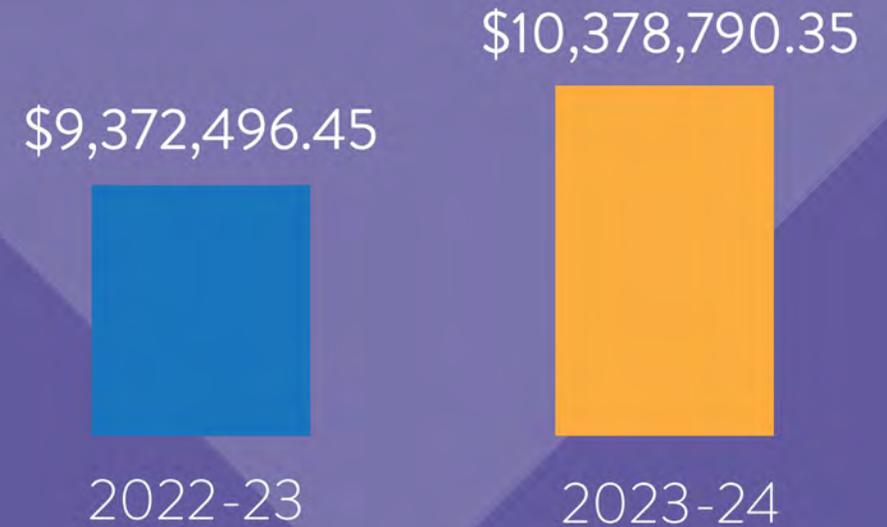
Booster clubs

PERFORMANCE OBJECTIVE 3.2
STRATEGY 1



- ◆ 78 total booster clubs across 12 high schools

Booster club revenue



Mentoring

PERFORMANCE OBJECTIVE 3.2
STRATEGY 1



Total mentor hours



Bus Buddies

PERFORMANCE OBJECTIVE 3.2 STRATEGY 1



Year	Bus Buddies
2021-22	175
2022-23	177
2023-24	206
2024-25	207



Superintendent's *Fun Run*

Year	Attendance	Donations
2014	3,500	\$ 28,000
2015	4,000	\$ 40,000
2016	5,000	\$ 52,250
2017	5,500	\$ 67,000
2018	6,000	\$ 100,000
2019	6,000	\$ 110,000
2020	---	\$ 120,000
2021	Virtual	\$ 120,000
2022	6,000	\$ 125,000
2023	12,800	\$ 237,000
Totals	48,800	\$1,024,250



Fundraising *Vendor Fair*



The illustration depicts a vibrant outdoor vendor fair. In the upper left, a clothing stall with a red and green striped awning has a woman in a red jacket and yellow pants. To its right, a man in a black shirt and a woman in a white top and red pants are talking. In the center, a man in a red shirt and yellow pants carries a green box. To the right, a woman in a red top and black pants carries a red shopping bag. In the lower left, a woman in a white top and yellow shorts walks with a child in a red shirt. Next to them, a man in a white shirt and green pants carries a green box. In the lower center, a booth with a red and white striped awning displays various vases and a cake. A woman in a white shirt and black pants stands behind the counter, which has the CFISD logo. Another woman in a white top and black pants stands to the right of the booth. The background features rolling green hills and stylized green foliage.

CFISD 2025 FUNDRAISING VENDOR FAIR

WEDNESDAY, FEB. 12, 2025
10 A.M. - 2 P.M.
THE BERRY CENTER ARENA
OPEN TO THE PUBLIC

PERFORMANCE OBJECTIVE 3.4

Implement a comprehensive plan
to increase revenue



STRATEGY 1

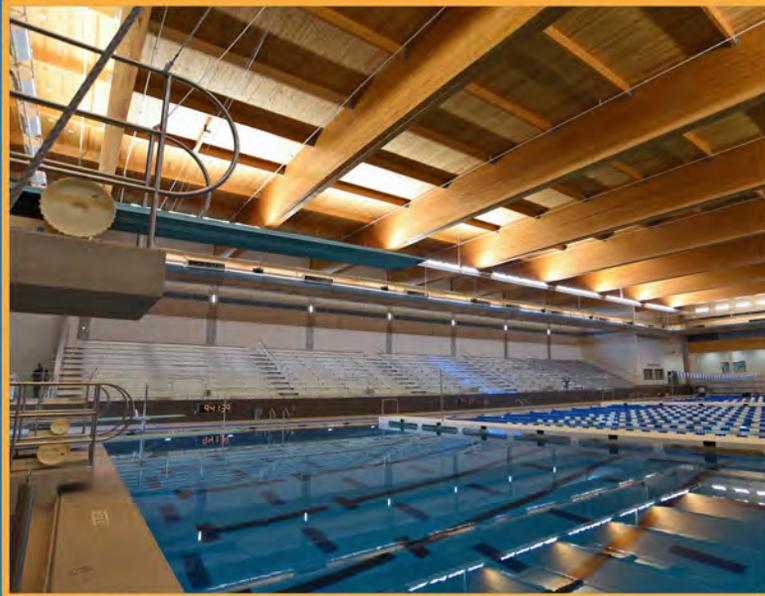
Contract with a consultant to conduct an asset inventory and valuation for the potential sale of naming rights.



Naming rights consultant *timeline*

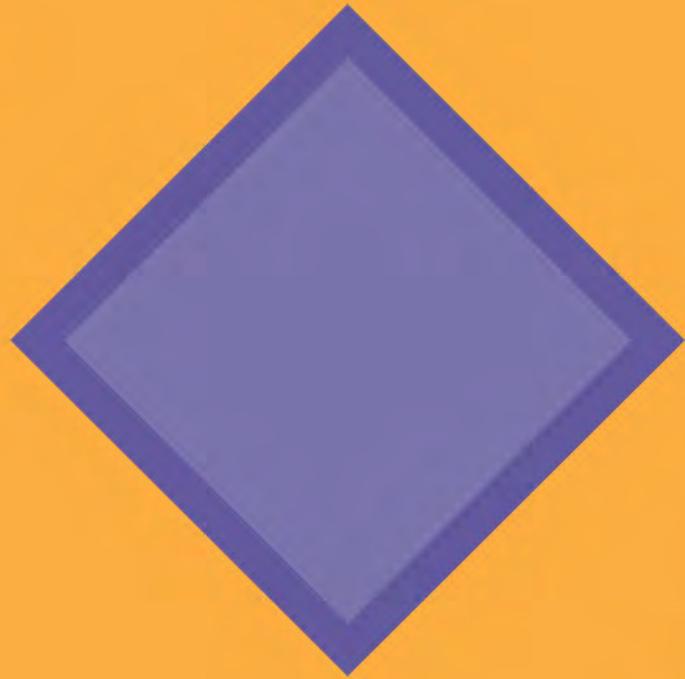


Facilities



STRATEGY 4

Increase advertising opportunities



Athletic complexes



Natatorium



Tickets

EVENT TICKET

PRESENT THE TICKET AT SHOW FOR ENTRY. YOU MAY PRINT OUT OR SHOW ON MOBILE DEVICE.

Find event info & tickets online



ORDER # 78MT
NAME: John Doe
TYPE: Adult
PRICE: \$1.20

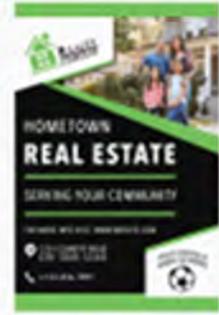


634975604933



Event Title Here
Saturday, September 21st at 7:00 PM
Venue Name
Venue Address Here, City, State 43200

This ticket will allow one person to enter event. Ticket must not be duplicated. No returns. No exchanges.



HomeTownTix Powered by HomeTownTix

Existing advertising

PERFORMANCE OBJECTIVE 3.4
STRATEGY 4

Total sales revenue for 2024-25 school year: \$415,245.00

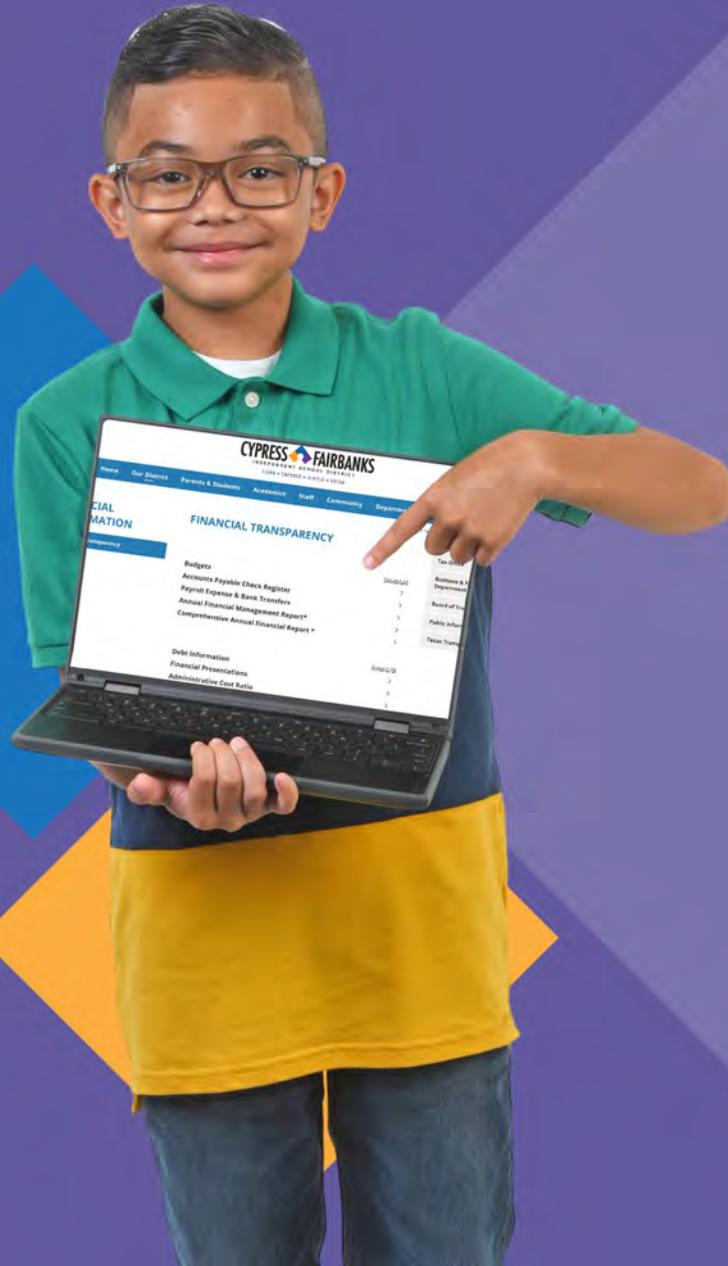


A collage of three advertisements. The top one is for "Enjoy Holiday Shows AT LSC-CYFAIR!" with a man in a top hat and a Texas map logo. The middle one is for "Z-CHECKING 5.11% APY*" by CYFAIR, with a woman's face and the text "on balances up to \$25,000 when simple requirements are met." The bottom one is for "CFISD 2025 FUNDRAISING VENDOR FAIR" on Wednesday, Feb. 12, 2025, at The Berry Center Arena, open to the public.



STRATEGY 2

Integrate campaign elements
& dates in
communication calendar



Communication calendar

COMMUNICATION DEPARTMENT												
2024-2025 Communication Schedule												
Summer / Fall 2024												
Project	Social	Email	Video	Web	Printed	Prez	Begin	Proof	Translate	(Print/Post)(Rec'd)	By	Completed
World Teacher Day gfx				x			9/18		9/28		TB	<input checked="" type="checkbox"/>
World Teacher Day video			x				9/29	10/4	10/5		RB	<input checked="" type="checkbox"/>
T-Shirt Logo for SRC							9/18	9/30			TB	<input checked="" type="checkbox"/>
Bond photo album	x			x			10/6	10/6			JW	<input checked="" type="checkbox"/>
Technology Assets Logo							9/19	10/9			TB	<input checked="" type="checkbox"/>
National Coaches Day				x			10/3	10/12			TB	<input checked="" type="checkbox"/>
Board meeting reminder gfx	x						10/2	10/3	10/4		TB	<input checked="" type="checkbox"/>
Board work session, October										10/3	all	<input checked="" type="checkbox"/>
Board meeting, October										10/7	all	<input checked="" type="checkbox"/>
September Monthly Recap			x				9/1				VK	<input checked="" type="checkbox"/>
Byrd Dedication Video	x		x				9/22	9/22			RB	<input checked="" type="checkbox"/>
Suicide Prevention PSA	x		x				9/11	9/11	9/12	9/20	VPT	<input checked="" type="checkbox"/>
Hispanic Heritage - Chief Eric Mendez	x		x				10/1	10/1	10/2	10/6	VK/RM	<input checked="" type="checkbox"/>
Hispanic Heritage - Abe & Carmen Lozano	x		x				10/7		10/18		VK/RM	<input checked="" type="checkbox"/>
SOTW	x	x		x			10/9	10/9	10/9		AM/SP	<input checked="" type="checkbox"/>
Advanced Academics page			x				10/8			10/9	JO	<input checked="" type="checkbox"/>
Health Expo social post	x						10/11	10/11	10/11		JW	<input checked="" type="checkbox"/>
Connection for Employees, October		x		x			10/2	10/3		10/8	TB	<input checked="" type="checkbox"/>
Connection for Employees, Oct. Tip for Translators		x					10/2			10/8	RM/SP	<input checked="" type="checkbox"/>
CFISD 360			x				9/29	10/4	10/6		VK	<input checked="" type="checkbox"/>
Bond photo album	x			x			10/13	10/13			JW	<input checked="" type="checkbox"/>
Early Voting	x		x	x			10/2	10/16			TB	<input checked="" type="checkbox"/>
Superintendent Voting Message		x		x			10/8	10/8	10/9		JW	<input checked="" type="checkbox"/>

Internal use of *elements*

PERFORMANCE OBJECTIVE **3.1**
STRATEGY **2**

Cypress-Fairbanks ISD
Published by Buffer
November 24 at 8:01 PM · 🌐

Take an inspiring look at the story of Hannah Doré, whose journey has come full circle—growing up in CFISD and returning to shape the future as a dedicated teacher and ... See more

CFISD

DESTINATION DISTRICT

CYPRESS-FAIRBANKS ISD
www.cfisd.net

2:53 / 3:00 "Find your destination in CFISD"

See insights and ads [Boost post](#)

Julie Hinaman - CFISD Trustee and 173 others
19 comments 8 shares

Cypress-Fairbanks ISD
Published by Abbie Geveshausen
November 20 at 3:00 PM · 🌐

Cy-Fair Nutrition Services visited Frazier Elementary School on Nov. 19 to serve New Arrival Center (NAC) students a Thanksgiving meal. Students from around the world t... See more

See insights and ads [Boost post](#)

109 8 comments 5 shares



PERFORMANCE OBJECTIVE 3.3

Implement a comprehensive plan
to increase stakeholder
input & feedback

STRATEGY 6

Identify opportunities to share positive stories and facts with CFISD staff and the community and encourage positive community outreach



DLT *recognitions* & staff development

Jonalene Ly, Brosnahan Elementary



Social media *program highlights*



Social media *engagement*

Facebook growth, fall 2024
(increases from fall 2023)

Impressions: 10,272,322 (+23.1%)

Engagements: 759,096 (+37.9%)

Engagement rate: 7.4% (+12%)

Audience: 64.465 (+7.1%)



Superintendent messages



Midweek Message

FROM DR. KILLIAN
THE PATH TO *Amazing!*



Nov. 20, 2024

Dear Friends,

Our students continue to make me proud, representing CFISD on the national stage!

The Bridgeland HS marching band made history over the weekend, becoming the first CFISD school to advance to the finals of the Bands of America Grand National Championships in Indianapolis, Indiana. The band and color guard delivered three outstanding performances to secure seventh place out of 113 total bands. How cool is that?!



We also have three outstanding students who will perform with the Macy's Great American Marching Band in the Macy's Thanksgiving Day Parade in New York City next Thursday! Look for these three color guard performers on your TV screen:

- Hailey Harrison and Christie Johnson, Cy-Fair HS
- Marra Eshleman, Cypress Woods HS



MESSAGE FROM THE SUPERINTENDENT



Nov. 6, 2024

Dear CFISD Community,

I wanted to share with you [a letter](#) that I recently sent to the Commissioner of the Texas Education Agency (TEA). To give you a little background on the concern, each Texas school district school must regularly submit data to the state, including attendance, enrollment, students who receive special education, children experiencing homelessness and the number of students who have completed a college preparatory course. At the start of school this year, the state launched a new system, Ed-Fi Alliance, for uploading the data with the goal of making it easier for school districts and the state to share data and reduce the amount of manual labor required from school staff. We were hopeful that this would indeed be the result. However, this has not been the case.

Why is this so important for CFISD? Data submissions drive accountability and funding in our state. Bad data leads to false accountability results and lost state aid.

We have requested TEA to consider allowing an extension, as the first reporting deadline is Dec. 12, and to initiate discussions on how "hold harmless" provisions could be applied to funding and accountability.

I will keep you posted on any updates on this challenge we are facing.

In the best interest of children,

Douglas Killian, Ph.D.
Superintendent of Schools

STRATEGY 1

Continue use of a districtwide committee application to create diverse committee membership



Committees using *applications*

HORIZONS Parent Advisory Committee

- + MISSION
- + DISTRICT FACILITATORS
- + APPLICATION

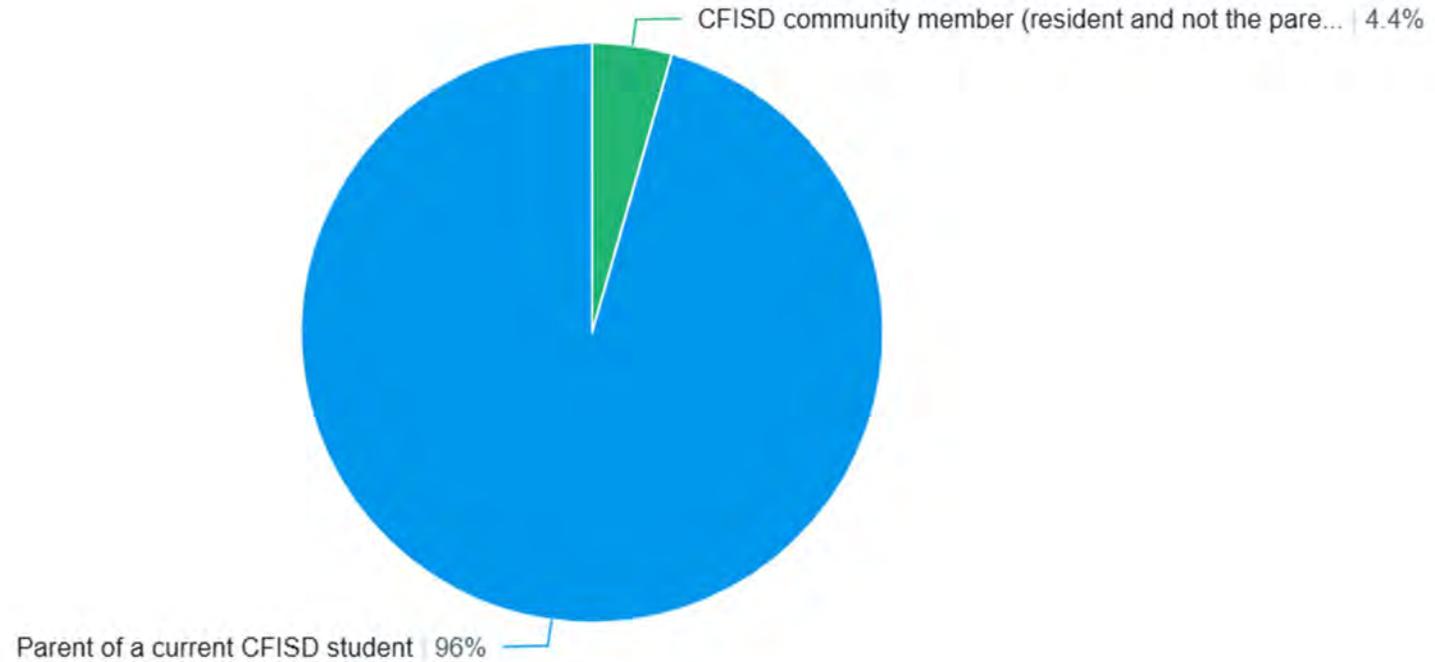
Leadership CFISD



- + PROGRAM GOALS
- + DISTRICT FACILITATORS
- + APPLICATION

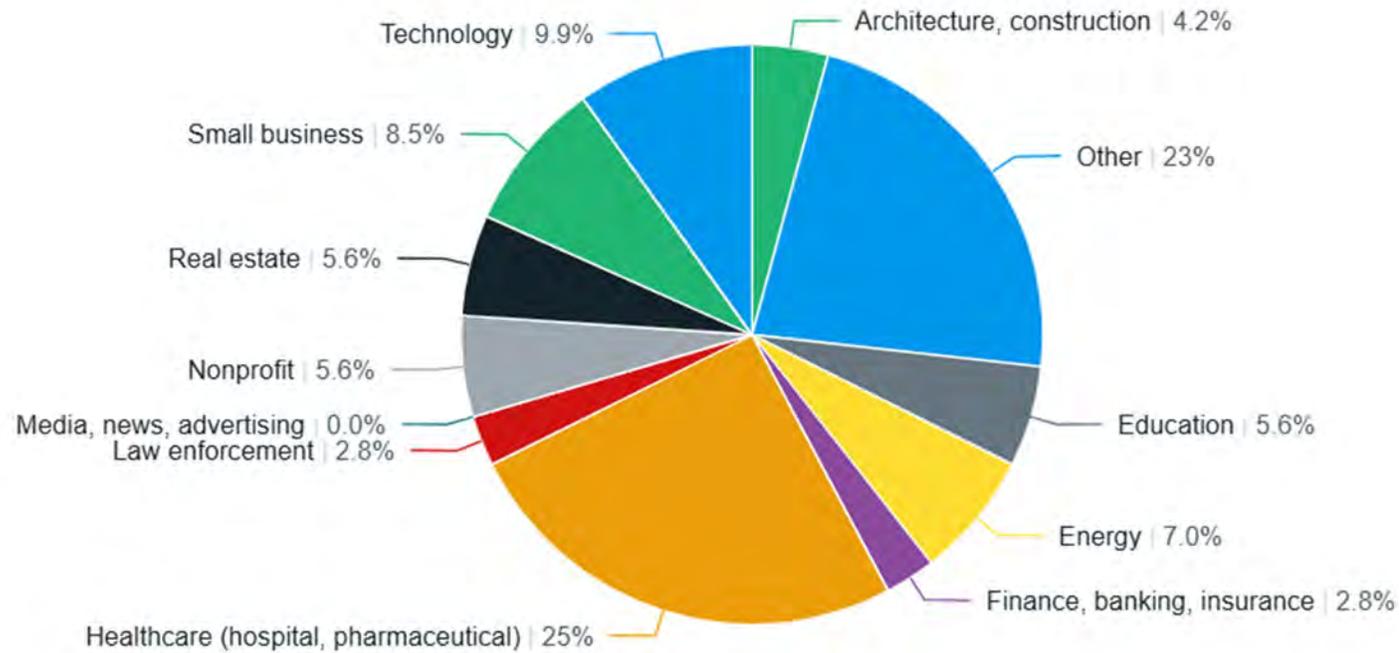
Application *statistics*

Are you a (CFISD employees are ineligible for this committee)?



Application *statistics*

If you are employed, which best describes your industry?





STRATEGY 2

Post committee members, meeting minutes, meeting dates & contact information on the website for each committee.

PERFORMANCE OBJECTIVE 3.3 STRATEGY 2

Website

About CFISD

Committees

- Districtwide Educational Improvement Council (DEIC)
- HORIZONS Parent Advisory Committee
- Instructional Calendar Committee
- Leadership CFISD
- Library Reconsideration Committee
- Safety & Security Committee
- School Health Advisory Council (SHAC)
- Special Education Parent Advisory Committee (SEPAC)
- Superintendent's Parent Leadership Committee (SPLC)
- Superintendent's Student Leadership Committee (SSLC)

Administrative Staff Directory

Contact CFISD

Committees

- Districtwide Educational Improvement Council (DEIC)**
- HORIZONS Parent Advisory Committee**
- Instructional Calendar Committee**
- Leadership CFISD**
- Library Reconsideration Committee**
- Safety & Security Committee**

Leadership CFISD



PROGRAM GOALS

- Develop knowledge and understanding of the district
- Gain new perspectives to better understand the complexity and operations of the district
- Engage with the district and community to help make a difference in the district and community and instill that desire in future participants
- Interact and develop lasting relationships with district leaders, parents, business and community leaders

DISTRICT FACILITATORS

Committee Facilitator: [Teresa Hull](#)

APPLICATION

The deadline to apply to be a member of the Leadership CFISD Committee was **Sept. 25, 2024**.

MEMBERSHIP

[Leadership CFISD Member List 24-25](#)

- Approximately 40 members, selected annually
- Eligible candidates, include CFISD parents and business and community leaders; no employees
- Members will be selected to represent different industries and geographic areas of the district.

MEETINGS

Meetings will be held once a month from **9 a.m. - 2 p.m.**

- Oct. 28, 2024
 - [Agenda](#)
 - [Presentation](#)
 - [Pre-course Survey](#)
- Nov. 12, 2024
 - [Agenda](#)
 - [Presentation](#)
- Dec. 10, 2024
 - [Agenda](#)
 - [Presentation](#)
 - [Athletics presentation - CFISD Leadership](#)

STRATEGY 3

Identify & implement teacher
time study recommendations



Teacher *time study*

- ◆ Board Monitoring System
- ◆ To better understand the tasks and responsibilities required of teachers beyond direct instruction to students
- ◆ Contracted with Hanover Research



Teacher

time study

- ◆ Tasks outside of providing direct instruction to students
- ◆ Current challenges & areas in need of support related to non-instructional activities
- ◆ Key difference in perception across & within instructional groups



Teacher *time study*

- ◆ Methodology used
 - ◇ Districtwide survey
 - ◇ Focus groups



Teacher

time study

Capstone Report

Administrative Workload

- ◇ Compliance documentation
- ◇ Special programs documentation
- ◇ Student behavior incident reporting

Instructional Planning & Support

- ◇ Consolidate curriculum & learning management systems and streamline teachers' ability to share & documents instructional content, such as lesson plans

- ◇ Provide more protected planning periods & teacher workdays
- ◇ Consider scheduling extra planning time for educators who teach classes that require significant amount of individualized support

Teacher

time study

Action Steps

- ◆ January: Launched Teacher Time Study Survey
- ◆ March: Received results of the survey
- ◆ June: Reviewed capstone report with the Advisory Committee
- ◆ September: Developed special programs guiding document; clarified lesson plan requirements; charged principals with reducing redundancies
- ◆ October: Reviewed action steps with the Advisory Committee
- ◆ December: Requested principals submit actions taken to address identified areas
- ◆ April/May: Distribute follow-up survey to teachers

STRATEGY 4

Create Leadership CFISD program



Application



2024 -25 Leadership CFISD Application

Cypress-Fairbanks ISD seeks individuals who would like to serve on district-wide committees as stakeholder input is important to our district. One application is used for all district-wide committees; however, each committee may determine its number of members, term limits, and window for which it selects new members.

Name*

First Name

Last Name

Email*

Phone*

Why would you like to serve on this committee?*

What qualities, skillsets, and experiences will you bring to the committee?*

The following information will be used to create diverse committee membership.

Scope

- ◆ Develop knowledge and understanding of the district
- ◆ Gain new perspectives to better understand the complexity and operations of the district
- ◆ Engage with the district and community to help make a difference in the district and community and instill that desire in future participants

Interact and develop lasting relationships with district leaders, parents, business and community leaders



Program *outline*

October 2024

- ◇ Pre-course survey
- ◇ State of the District

November 2024

- ◇ Safety & Security
- ◇ CFPD/campus tours

December 2024

- ◇ Fine arts & athletics
- ◇ VPAC/Berry Center tours

January 2025

- ◇ Legislative Priorities
- ◇ Finance & Bond update

February 2025

- ◇ Nutrition services/Food Production Center tour
- ◇ Transportation service/Jarvis Transportation Center tour

March 2025

- ◇ Campus visits

April 2025

- ◇ Career & technical education
- ◇ Brautigam Center tour

May 2025

- ◇ Leadership CFISD graduation
- ◇ Post-course survey

STRATEGY 5

Identify & implement opportunities for staff, parents & community members to provide input & feedback



Input & *feedback*

Stakeholder Engagement

- ◆ Instructional calendar survey
- ◆ Teacher time study
- ◆ GPA, class rank & course requirements survey
- ◆ Health requirement survey
- ◆ Superintendent Parent Leadership Committee
- ◆ Leadership CFISD
- ◆ Superintendent Student Leadership Committee



STRATEGY 2

Develop a plan for offering tuition-based pre-K

Program

goals

PERFORMANCE OBJECTIVE 3.4
STRATEGY 2

- ◆ Generate revenue
- ◆ Increase elementary enrollment
- ◆ Maximize capacity of buildings
- ◆ Teacher recruitment & retention



Tuition-based *pre-K*

PERFORMANCE OBJECTIVE 3.4
STRATEGY 2

A TEA-approved program that allows school districts to extend services to children who do NOT meet the state's required eligibility for pre-K.



TEA pre-K *eligibility*

PERFORMANCE OBJECTIVE 3.4
STRATEGY 2

Free pre-K eligibility

- ◆ Child must be 4 years old by Sept. 1
- ◆ Must meet one criterion:
 - ◇ Limited English proficiency
 - ◇ Economically disadvantaged
 - ◇ Homeless
 - ◇ Parent on active duty or injured/killed in service
 - ◇ Parent eligible for the Star of Texas Award
 - ◇ Texas DFPS case (open/closed)



Emergent bilingual *pre-K*

PERFORMANCE OBJECTIVE 3.4
STRATEGY 2

Identification, Assessment & Classification process

Identification: the Home Language Survey

Assessment: PreLAS

- ◆ A standardized English language proficiency test
- ◆ Results are valid for one year

Classification: Language Proficiency Assessment Committee (LPAC)

- ◆ Determines a student's identification as emergent bilingual
- ◆ Recommends bilingual education or ESL program placement
- ◆ Parent approval or denial of services must be obtained

High-quality pre-K *components*

PERFORMANCE OBJECTIVE 3.4
STRATEGY 2

Curriculum

- ◆ Aligned with the Texas-pre-kindergarten guidelines

Student progress monitoring

- ◆ State required 3 times per year

Teacher to student ratio

- ◆ 1 teacher and 1 paraprofessional in each classroom

Program evaluation

- ◆ Completed annually using student data



Program

scope

Who is eligible?

- ◆ Four years old on or before Sept. 1 who do not qualify for pre-K

When will it begin?

- ◆ 2025-26 school year

Where will it be offered?

- ◆ All campuses on a space-available basis
- ◆ Students whose zoned campus is full will be given the opportunity to attend at an alternate campus on a space-available basis (does not result in automatic transfer to campus for subsequent years)
- ◆ Parent agreement regarding attendance, hours of operation, late pickup or payment issues, etc.

Tuition

Rates

- ◆ Community (resident/non-resident) - \$650/month
- ◆ Employee - \$600/month
- ◆ Registration fee - \$50 non-refundable

Management

- ◆ Community programs department
- ◆ Failure to pay students will be reported to principal



Registration- *New!*

PowerSchool will be rebuilt to include the following:

1. School year verification
2. Grade level
3. Program selection (I reside in/out of CFISD)
 - ◆ In CFISD:
 - ◇ Pre-K tuition option will be linked to a tuition-based enrollment application
 - ◇ Pre-K federal qualifiers – 12th grade options will continue with our current online registration process
 - ◆ Out of district:
 - ◇ Pre-K tuition option will be linked to a tuition-based enrollment application
 - ◇ Pre-K federal qualifiers – 12th grade students will be linked to a transfer form/application process



Hiring

- ◆ Hiring and evaluations: same process/requirements as existing pre-K teachers & paras
- ◆ Allocation timeline: Initial staff allocations will occur first. Then allocations for the new pre-K positions will follow a similar timeline as Title I, SPED & Comp Ed positions. Earlier projections will ensure principals have highly qualified applicants.
- ◆ Certification requirements: Same requirements as existing pre-K teachers (general ed, ESL or bilingual)
- ◆ Additional duties: Paras may work additional hours (extra \$) for Club Rewind Sprouts (pre-K) or Club Rewind (K-5)

Transportation

Eligibility is based on the student's home address and determined by the CFISD Transportation Plan.

Students who are assigned to attend pre-K at a school other than their home campus will NOT be eligible for transportation.

PERFORMANCE OBJECTIVE 3.4
STRATEGY 2



Club Rewind *Sprouts*

PERFORMANCE OBJECTIVE 3.4
STRATEGY 2



Community Programs is proud to launch Club Rewind Sprouts. A specialized before and after school program designed exclusively for Pre-K students at elementary campuses with full-day Pre-K.



PROGRAM HIGHLIGHTS



BEFORE-CARE

Begins at 7:15 AM

AFTER-CARE

Operates until 5:30 PM



Pre-K students will be hosted in designated art rooms or enclosed spaces within the cafeteria line of sight.



Community: \$150/mo. Combo-Care (Before & Afternoon)
Employees: \$113/mo. Combo-Care (Before & Afternoon)
F&R Lunch: \$105/mo. Combo-Care (Before & Afternoon)



Developmentally appropriate activities aligned with the needs of four-year-olds, fostering growth in social, emotional, and cognitive domains.



A low ratio of 1:15 ensures personalized attention and a safe environment.

“With Club Rewind Sprouts, we strive to support the growth of our Pre-K students while making quality care accessible and affordable for families. We look forward to partnering with our campus leaders to ensure the program’s success.”

Marketing

Awareness campaign – Jan. 21 kickoff

- ◇ Webpage – friendly URL
- ◇ Social media, including targeted ads
- ◇ School marquees
- ◇ Community/employee newsletter
- ◇ Press release (media, website, social media)
- ◇ Video teaser
- ◇ Pandora

Registration campaign – Dates TBD



STRATEGY 3

Expand outside use of facilities



Facility

use

PERFORMANCE OBJECTIVE 3.4
STRATEGY 3

GKD (LOCAL) expanded offerings for outside facility use effective July 1, 2024

Cafeteria/Commons – HS/MS/ES
Teaching Theatre/LGI - HS/MS
Hallways –HS/MS
Auditorium – HS
Gyms – HS/MS
Football Stadium – MS
Tennis Courts
Pidgeon Stadium
Exhibit Center

Baseball Field - HS
Softball Field – HS
Tracks - HS
Campus Pools - HS/MS
Parking Lots
Natatorium
Ag Barn
Berry Center/CFFCU Stadium
VPAC

Facility *use*



◆ 18 first-time users to date for 2024-25

PERFORMANCE OBJECTIVE **3.4**
STRATEGY **3**



◆ 40% increase in revenue over 2023 from July-November

STRATEGY 5

Maximize community rentals of the VPAC & Berry Center



Who uses the *VPAC?*

CFISD district events

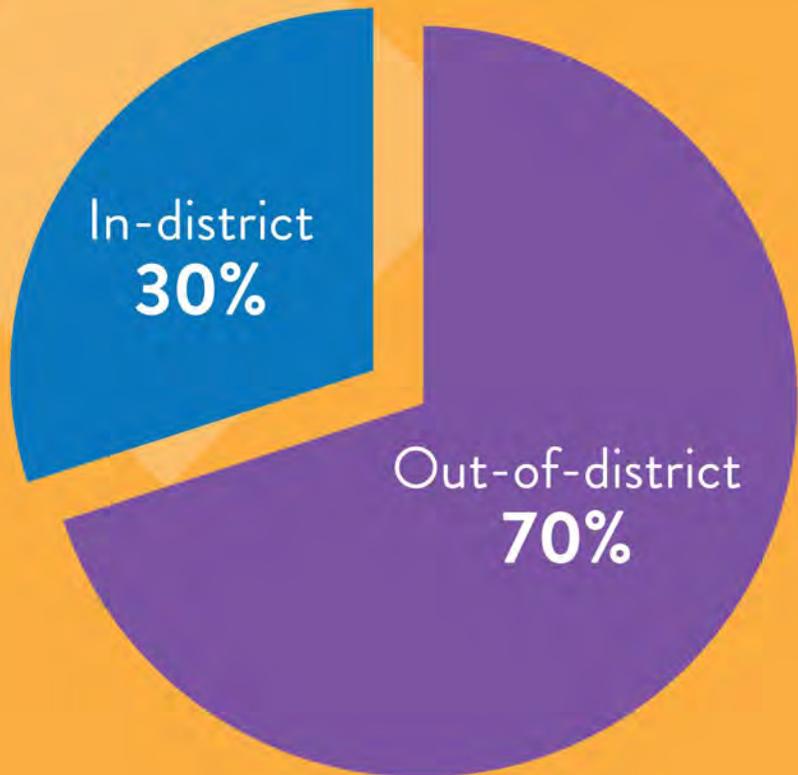
- ◇ Professional development meetings
- ◇ Awards
- ◇ Receptions
- ◇ Graduations
- ◇ Fine arts
- ◇ Student competitions
- ◇ Art shows
- ◇ Dance performances

Non-district events

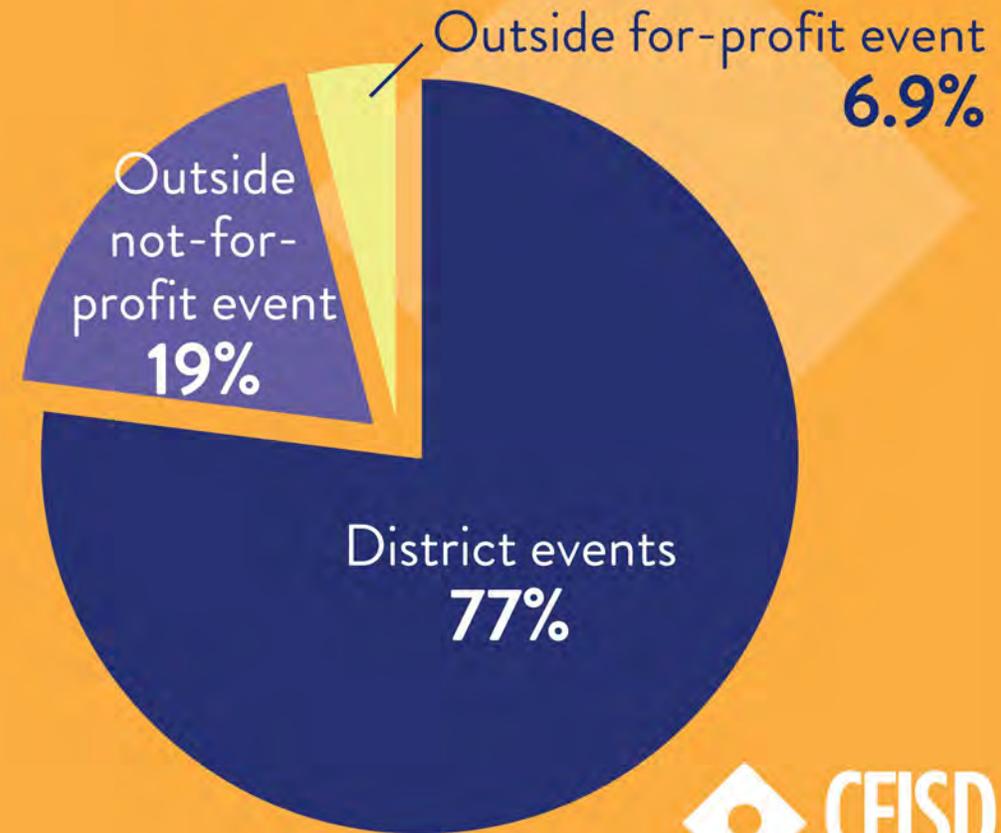
- ◇ Church services & events
- ◇ Concerts
- ◇ Plays/theatre performances
- ◇ Dance performances
- ◇ Art shows
- ◇ Retreats
- ◇ Comedy shows

Who uses the *VPAC?*

2024-25 VPAC reservations



VPAC room usage



VPAC *revenue*

PERFORMANCE OBJECTIVE 3.4
STRATEGY 5



Current revenue balance:
\$377,541.00

District: \$59,728.25

District Support Group: \$1,081.00

Outside— for-profit: \$167,899.50

Outside— nonprofit: \$148,833.00

Projected 2024-25 revenue:
\$668,511.50

Strategies to increase *revenue*

- ◇ Increase social media presence
- ◇ Advertise current & future events
- ◇ Evaluate current pricing to maximize revenue
- ◇ Consider concession sales



Past *rentals*

PERFORMANCE OBJECTIVE 3.4
STRATEGY 5



Future use of VPAC

PERFORMANCE OBJECTIVE 3.4
STRATEGY 5



CHINA BEFORE COMMUNISM
神韻晚會 2025
SHEN YUN

Feb 15-16 • CFISD VPAC

ShenYun.com

The poster features a central image of a traditional Chinese building with multiple tiers and a central tower, set against a backdrop of stylized, golden clouds. In the foreground, a line of dancers in blue and orange costumes is performing a traditional dance. To the right, a large, dynamic image of a dancer in a blue and orange costume is captured in a high, graceful leap. The Shen Yun logo, which includes the Chinese characters '神韻' and the English text 'SHEN YUN PERFORMING ARTS', is located in the bottom right corner of the poster.

Who uses the *Berry Center?*

CFISD district events

- ◇ CFISD graduations
- ◇ Homecoming dances/
proms/banquets
- ◇ Student performances/
competitions
- ◇ Athletic events
- ◇ District meetings/
staff development
- ◇ Student award shows

Non-district events

- ◇ Concerts
- ◇ Cheer/athletic events
- ◇ Vendor shows
- ◇ Graduations
- ◇ Theatre performances
- ◇ Conferences/meetings

Past use of *Berry Center*

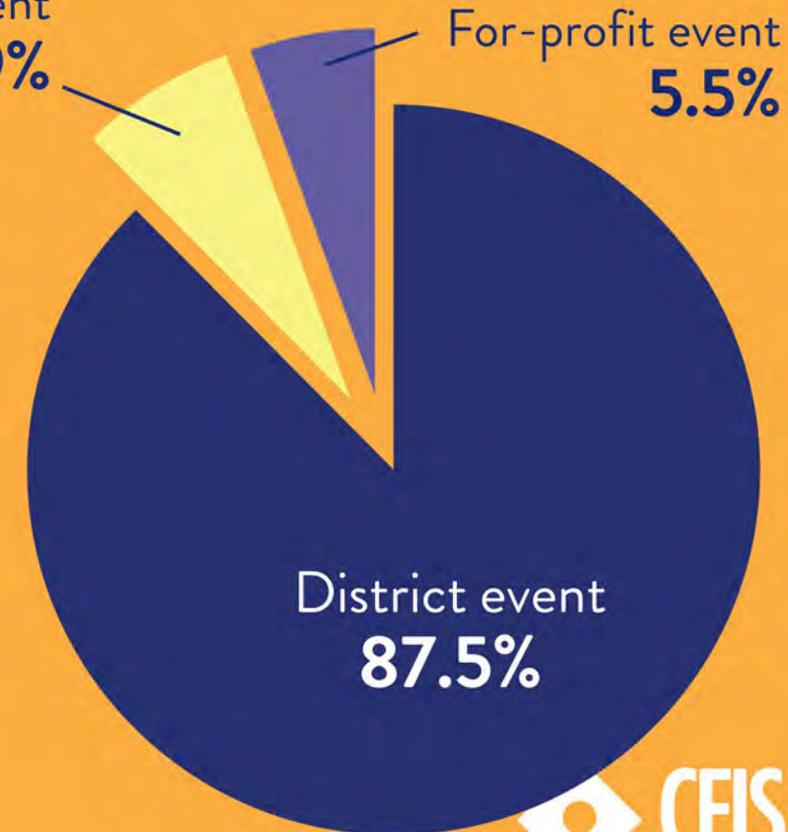
PERFORMANCE OBJECTIVE **3.4**
STRATEGY **5**

Berry Center:
3,500 room uses, 2023-24



Not-for-profit event
6.9%

For-profit event
5.5%



District event
87.5%

How we

generate funds

Rentals

- ◇ Building
- ◇ Equipment rentals
- ◇ Ticketed events/parking
- ◇ Staffing

Food & beverage

- ◇ Catering
- ◇ Concessions

CHRIS TOMLIN
FEATURING TAUREN WELLS* AND CAIN*
BACK TO SCHOOL SALE!

NORTH AMERICA	
LAS VEGAS, NV*	OCT 8 2024
ONTARIO, CA*	OCT 9 2024
PHOENIX, AZ*	OCT 10 2024
SAN DIEGO, CA*	OCT 11 2024
HARTFORD, CT*	OCT 23 2024
PITTSBURGH, PA*	OCT 24 2024
CANTON, OH*	OCT 25 2024
HOUSTON, TX*	NOV 1 2024
FORT WORTH, TX*	NOV 2 2024
SAN ANTONIO, TX*	NOV 3 2024
ATLANTA, GA*	NOV 7 2024
CHARLOTTE, NC*	NOV 8 2024
RODFOLK, VA*	NOV 9 2024
MINNEAPOLIS, MN*	NOV 14 2024
CHICAGO, IL*	NOV 16 2024
INDIANAPOLIS, IN*	NOV 16 2024
ORLANDO, FL*	NOV 21 2024
FORT LAUDERDALE, FL*	NOV 22 2024
TAMPA, FL*	NOV 23 2024

HOLY FOREVER
WORLD TOUR

\$10 OFF SELECT PRICE POINTS FROM FRIDAY, AUGUST 30TH 10AM PST TO TUESDAY, SEPTEMBER 3RD 10PM PST WITH CODE 'TEN' (WHILE SUPPLIES LAST/ TICKETING FEES STILL APPLY)

World Vision CHRISTOMLIN.COM transparent

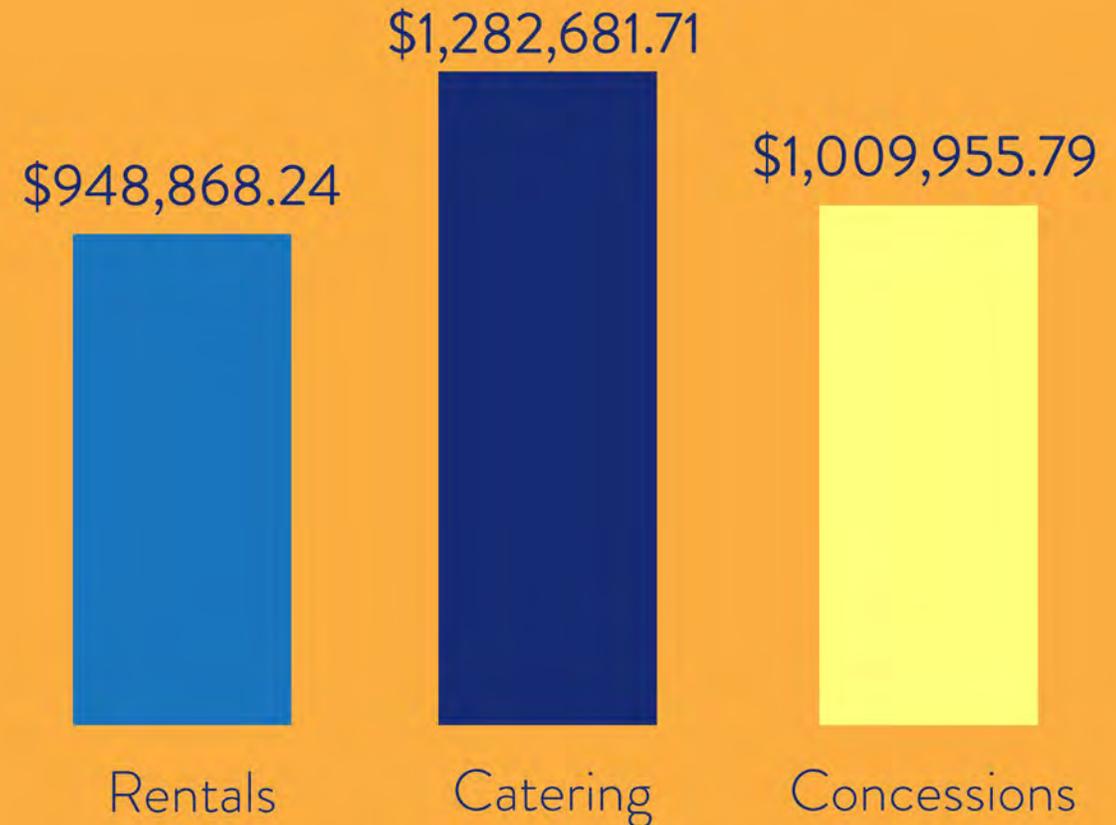
BATTLE
AT THE
BERRY

Revenue

snapshot

PERFORMANCE OBJECTIVE **3.4**
STRATEGY **5**

Total revenue, 2023-24



Strategies to increase *revenue*

PERFORMANCE OBJECTIVE 3.4
STRATEGY 5

- ◇ Evaluate current pricing to maximize revenue
- ◇ Increase social media presence
- ◇ Alcohol sales
- ◇ Concession partnerships



STRATEGY 6

Maximize staffing and enrollment for Club Rewind and 5 Early Learning Centers



Department *overview*

PERFORMANCE OBJECTIVE **3.4**
STRATEGY **6**



COMMUNITY PROGRAMS

CLUB 
REWIND

 **EARLY LEARNING**
CENTERS

YEAR STARTED

2010

EMPLOYEES

371

DISTRICT
CONTRIBUTIONS

\$16.8M

Enrollment



Enrollment: 3,443 (+4% from 2023-24)

◇ AM: 2,533 (+4%)

◇ PM: 2,037 (+8%)

Waitlist: 282 (-37% from first day)



Enrollment



Enrollment: 501 (+18% from 2023-24)

Andre' & Telge ELC expansion: 206 (+65% since 2019)

Recruitment

PERFORMANCE OBJECTIVE 3.4
STRATEGY 6

Advertising



Social Media



Job Fairs & Conferences

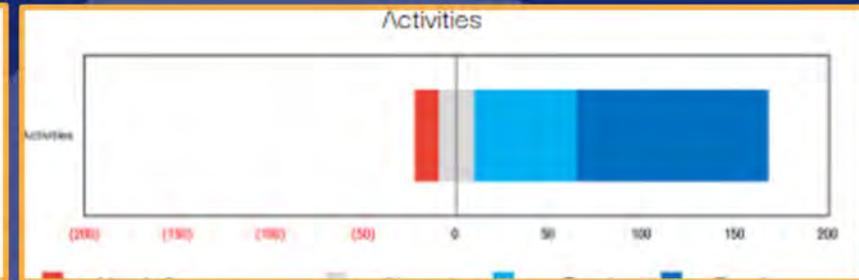
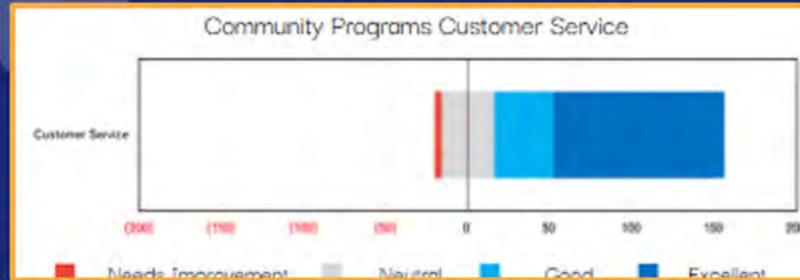
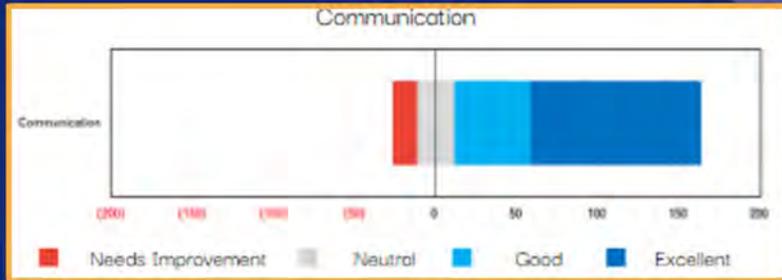
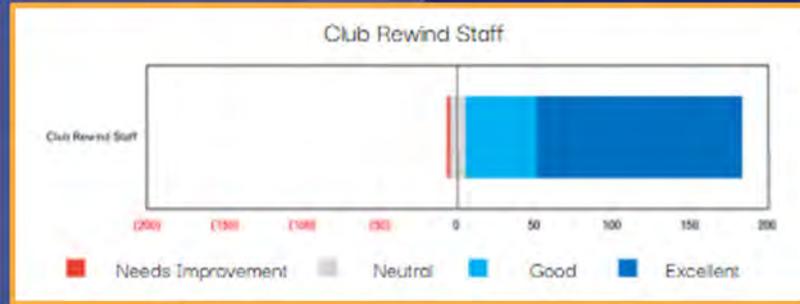


CFISD

Customer Feedback

PERFORMANCE OBJECTIVE 3.4
STRATEGY 6

2023-2024 Parent Survey



STRATEGY 7

Explore new programming options for Club Rewind



New *initiatives*



Spring 2025 Pilot

- ◆ Provides sports enrichment programming
- ◆ Revenue share model
- ◆ 2-week pilot program starts February 2025
- ◆ 2 campuses
 - ◇ Hemmenway Elementary
 - ◇ Byrd Elementary



Fall 2025

- ◆ Before & after-school care specialized for pre-K students
- ◆ Support CFISD tuition-based pre-K initiative
- ◆ Available at all campuses

THE PATH TO
Amazing!

STRATEGIC PLAN
Guardrail 3:
COMMUNITY RELATIONS



**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
DECEMBER 5, 2024
REGULAR BOARD MEETING MINUTES**

The Cypress-Fairbanks Independent School District Board of Trustees convened in Regular Session on Thursday, December 5, 2024, in the Boardroom of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building, located at 11440 Matzke Road, Cypress, Texas 77429.

MEETING OPENING

Board President Scott Henry called the meeting to order at 6:00 p.m.

The following Trustees were present: Scott Henry, Dr. Natalie Blasingame, Justin Ray, Julie Hinaman, Christine Kalmbach, and Lucas Scanlon. Trustee Todd LeCompte joined the meeting at 6:24 p.m.

President Henry introduced Kaleb Holmes, a junior at Cypress Ranch High School and a member of the Superintendent's Student Leadership Committee, who joined the Trustees at the dais for the meeting.

Dr. Kevin Pigg, Senior Pastor of Crossbridge Christian Church, delivered the invocation.

The following Cypress Woods High School AFJROTC cadets performed the presentation of colors: Texas Guard, Cadet Airman First Class Connell Black; American Guard, Cadet Lt. Colonel Judah Kowalski; Commanded detail and carried the American Flag, Cadet Colonel Gerard Talamantez; and the Texas Flag was carried by Cadet Airmen First Class Ella Godwin. These cadets presented the colors under the direction of Senior Master Sergeant Christopher Soto, Retired USAF.

Board President Henry read the District's Vision and Mission Statement.

Mr. Henry announced that before continuing the meeting, the Hamilton Middle School Varsity Treble Choir, under the direction of Reed Sellers, would perform three songs.

1. Remarks and Announcements

- 1.A.** Superintendent Dr. Douglas Killian presented the remarks and announcements regarding the honors and achievements earned by staff and students in recent weeks and provided information regarding district and community events or items of interest.

Dr. Killian wished the community and the CFISD staff happy holidays, Merry Christmas, Happy Hanukkah, and with hope of a wonderful, restful time with family and friends. "Please remember to think about our less fortunate and please give back to our community."

Dr. Killian turned the floor over to Christina Cole, Assistant Superintendent for School Leadership, to introduce Rich Dixon as the new principal for Bridgeland High School and Kyle Parsons as the new principal for Cypress Falls High School. After introductions, Ms. Cole turned the floor over to Karen Smith, Chief Financial Officer, to introduce Charles Franklin as the new Assistant Superintendent for Technology and Information Services.

Board President Henry called for a recess at 6:37 p.m.

Mr. Henry called the meeting back to order at 6:43 p.m. and proceeded with Board Comments.

2. Board Comments

Board members may make comments during this portion of the agenda regarding student achievement, district progress and data, community input and concerns, observations from school visits, meetings and conferences attended, district and community events and initiatives, or continuing education. The Board may not take action on items discussed.

- 2.A. Trustee Julie Hinaman** shared her gratitude for staff, especially teachers staying focused on their students. Ms. Hinaman completed her campus visits for 2024 and attended the following events: Leadership Day at Lieder Elementary; the CFISD Mental Health Resource Fair; and the Carlton Center Craft Show. Ms. Hinaman wished everyone within the CFISD family a very Merry Christmas, happy holidays, and best wishes for a "joyous" holiday break with friends and family.

Trustee Christine Kalmbach shared that discussions are ongoing regarding transportation concerns by the ASVP Committee and that resolutions are being looked at. She also shared the need for bus drivers and the recruitment and hiring process for drivers. In the past month, Ms. Kalmbach attended the Safe & Supportive Schools meeting, the

Langham Creek and Cy-Ranch football game, the Cy-Falls playoff game, the Postma Elementary School Veteran's Day ceremony, visited Cy-Lakes High School, Metcalf, and Hancock Elementary Schools, Leadership Day at Lieder, the UIL state marching band competition, Spark Park playground dedication at Lieder, and the Eldridge Transportation Thanksgiving luncheon. Ms. Kalmbach gave an update on the ASVP Committee meeting's presentation of HB18, the district improvement plan, and the District of Innovation. Ms. Kalmbach wished everyone happy holidays, Merry Christmas, and a happy new year.

Trustee Dr. Natalie Blasingame wished everyone a blessed Christmas, winter holidays and a Happy Hanukkah and shared how thankful she is for each teacher, each leader, each staff member, each parent, and each student in CFISD. Dr. Blasingame commented on her campus visits and thanked the principals, staff and students of Jersey Village HS, Goodson MS, Sampson, Fiest, Holmsley, Reed, and Lee Elementary Schools. She discussed the transportation challenges and staffing issues, commented on the ASVP Committee's strategic goals and the data forthcoming, shared her thoughts on providing students with options and program services to meet their needs and goals for development, and commented how CFISD can lead the way with exceptional programs and academics. Dr. Blasingame shared information on the Ad Hoc Teacher Retention Committee, the review of the Teacher Time Study Capstone Report, and health insurance costs.

Trustee Justin Ray reflected on the blessings bestowed on the community and CFISD. Mr. Ray shared his appreciation for the numerous activities he had the opportunity to participate in, witnessing the "awesome" spirit and resolve of the district. He shared his appreciation to all the campus leaders for the great tours in 2024 and thanked administrators, staff, and teachers for all they do. Mr. Ray thanked all the volunteers, the moms and dads, Dr. Killian, his administration, and staff, along with CFISD personnel who pull together to "keep this district going and prospering." Mr. Ray shared his gratitude for the 118,000 students and future leaders for getting up every day and bettering themselves. Mr. Ray discussed the upcoming 89th legislative session. He wished everyone a Merry Christmas and a great holiday season.

Trustee Lucas Scanlon wished everyone a Merry Christmas and Happy Hanukah. This past month, Mr. Scanlon attended Rennell Elementary School's Veteran's Day program, spent time at Bridgeland High School, attended the UIL state marching band competition, the Bridgeland Bears playoff game, and participated in the Watch Dogs program at his daughter's elementary school. Mr. Scanlon shared that work is in progress analyzing the time study findings to better understand the opportunities to reduce waste in a teacher's workday and that the analysis will be presented soon. Mr. Scanlon concluded his comments by thanking Representatives Hull, Schofield, Oliverson, and Senator Bettencourt for their advocacy, support and for listening and working with the Board for the betterment of the district.

Trustee Todd LeCompte congratulated the district football teams for making the playoffs and shared the games he had the opportunity to attend, while giving kudos to these great athletes for their talent and skills. He recognized the CFISD bands and how well they did in recent competitions, giving special kudos to the Bridgeland band, parents, students, volunteers, and staff. Mr. LeCompte attended his first SHAC meeting and shared his gratitude for the members as they give their time and efforts to help the district. He also attended the Safety Committee meeting and the Superintendent's Student Leadership Council, thanking Chief Mendez for the great tour of the CFPD. Mr. LeCompte touched on the transportation issue of staffing. In closing, he thanked all the staff for all the great things they do for the district and wished everyone a Merry Christmas.

Trustee Scott Henry expressed his "deep" gratitude to all teachers, administrators, and staff who make this district truly exceptional. He stated what a privilege it is as a Trustee to visit CFISD campuses to witness what "incredible" work is being done. Mr. Henry said his thoughts and prayers are with Thornton Middle School and thanked the principal for his servant leadership. He gave a special shout-out to the high school bands that competed in the state finals and enjoyed attending the finals. Mr. Henry discussed the ongoing transportation challenges in the district and stated how he is encouraged to see more applications for bus drivers. He assured the community that the Board would continue to explore options to ensure the safety of CFISD students. Mr. Henry expressed his gratitude for the state senators and representatives that attended a legislative priority meeting here in the district. He also shared how this legislative year will be a critical one for the district as CFISD aims to maintain its current level of academic readiness and the high quality of education it is known for. Mr. Henry wrapped up his comments by wishing everyone a very wonderful and joyous holiday season.

3. Citizen Participation

- 3.A.** Per BED (Local), patrons may address the Board during the Regular Board Meeting under Citizen Participation on any matters of interest or concerns that are not posted agenda items. Individuals may only register to speak one time per meeting and must register in advance. Registration opens the day the agenda is posted to the district website, and the deadline for registering is 12:00 p.m. on the day of the meeting. To register, individuals must

click on the “Register to Speak” link found under the Citizen Participation heading in the agenda for that meeting on the district website. This electronic speaker form must be completed in its entirety. Any registered speaker who is absent from the meeting at the time for Citizen Participation forfeits the opportunity to address the Board at that meeting but may submit written comments to the Board.

Speakers:

1. Jill Center addressed the Board regarding public school operations.
2. Dr. Shashanka Ashili addressed the Board regarding students crossing major intersections.
3. Nikki Cowart addressed the Board regarding the 89th Legislative Session and legislative priorities.

The Board proceeded with the **Reports** portion of the agenda.

4. Reports

- 4.A.** The administration provided a report (and presentation) on the beginning of year formative assessments.

The Board proceeded with the **Public Hearing** portion of the agenda.

5. Public Hearing

- 5.A.** The Board held a public hearing to review and solicit public comment on the Targeted Improvement Plan for Kirk Elementary. (The administration gave a presentation.)

The Board proceeded with the **Consent Agenda Items**.

- 6.A.** The Board will consider approving the minutes of the November 11, 2024, Regular Board Meeting.
- 6.B.** *Trustee Hinaman requested this item to be moved to Non-Consent. Item was moved.*
- 6.C.** The Board will consider approving the attached list of additional facilities for Off-Campus Physical Education, Category I, for the 2024-2025 Spring Semester.
- 6.D.** The Board will consider approving the district and campus improvement plans for the 2024-2025 school year.
- 6.E.** The Board will consider awarding bids and contracts and/or authorizing purchase orders as recommended in the posted agenda item.
 - 6.E.1. Bananas for Nutrition Services
 - 6.E.2. Cleaning Supplies for Nutrition Services
 - 6.E.3. CTE Vocational Lab Supplies Equipment & Housewares
 - 6.E.4. Fine Arts Supplies and Equipment (Music, Dance, Theatre, Visual Arts)
 - 6.E.5. Food Service Equipment for Nutrition Services
 - 6.E.6. Musical Instrument Repair
 - 6.E.7. Smallwares for Nutrition Services
- 6.F.** The Board will consider authorizing the superintendent to execute a memorandum of understanding with Texas A&M University for student teacher placement.

Mr. Henry asked if any Board member wished to remove one or more of these items for further discussion. Upon hearing no further discussion or comments, Mr. Henry asked for a motion to approve the consensus action items as recommended or amended.

Trustee Justin Ray made a motion to approve the Consent agenda with the removal of Item 6.B.
Trustee Dr. Natalie Blasingame seconded.
Motion passed by a 7 to 0 vote.

Mr. Henry proceeded with the **Non-Consent Agenda Items**.

- 7.A.** The Board will consider authorizing the superintendent to execute a Memorandum of Understanding with the Texas Higher Education Coordinating Board.

Mr. Henry called for a motion.

Trustee Lucas Scanlon made a motion to authorize the superintendent to execute a Memorandum of Understanding with the Texas Higher Education Coordinating Board.
Trustee Scott Henry seconded.
Motion passed by a 7 to 0 vote.

7.B. *Removed from the agenda.*

7.C. The Board will consider approving the Targeted Improvement Plan for Kirk Elementary School for the 2024-2025 school year.

Mr. Henry called for a motion.

Trustee Lucas Scanlon made a motion to approve, as submitted, the Targeted Improvement Plan for Kirk Elementary School for the 2024-2025 school year.
Trustee Dr. Natalie Blasingame seconded.
Motion passed by a 7 to 0 vote.

7.D. The Board will consider making a determination that good cause did not exist as required by law for Samantha Oloffson, Mary Lovelace, Ariana Igwonobe, Juan Garcia, Melissa Joseph, Aretha Gardner, Dy'Omarithz McCalla-Travis, and Kathryn Lankford to resign their respective employment contracts. [This item was discussed in closed session.]

Mr. Henry called for a motion.

Trustee Lucas Scanlon made a motion that the Board of Trustees render a finding under Texas Administrative Code chapter 249.17(d) that good cause did not exist as required by the Texas Education Code sections 21.105(c), 21.160(c), or 21.210(c) for the individuals listed to resign their respective employment contracts and notify these employees in accordance with the law that the District is submitting a complaint to the State Board of Educator Certification for contract abandonment.
Trustee Todd LeCompte seconded.
Motion passed by a 7 to 0 vote.

7.E. The Board will consider approving the superintendent's recommendation to give notice to Frances Alleman, pursuant to 21.211 of the Texas Educator Code, that her employment with the District under a term contract is terminated. [This item was discussed in closed session.]

Mr. Henry called for a motion.

Trustee Lucas Scanlon made a motion that the Board of Trustees give notice to the person listed here that her employment under term contract is terminated.
Trustee Christine Kalmbach seconded.
Motion passed by a 7 to 0 vote.

The following item was moved to Non-Consent earlier in the meeting.

6.B. The Board will consider approving on second reading the additions, revisions, or deletions to district policy:

6.B.1. CS (Local) Facility Standards (Add)

Speaker:

1. Jeremy Eugene gave a statement in support of trans students, CFISD employees and visitors who will be affected by the CS (Local) policy and have already been affected by the discussion around it.

Mr. Henry called for a motion.

Trustee Lucas Scanlon made a motion that the Board approve on second reading the district policy CS (Local) Facility Standards (Add).

Trustee Todd LeCompte seconded.
6 votes in favor / 1 vote opposed / Motion passed.

The Board proceeded with the **Discussion** portion of the agenda.

8. Discussion

8.A. The administration will discuss the Districtwide Intruder Detection Audit Report findings. [This item will be discussed in closed.]

9. Closed Session

Board President Henry called for a motion to move to closed session.

Trustee Justin Ray made a motion.
Trustee Dr. Natalie Blasingame seconded.
Motion passed by a 7 to 0 vote.

Mr. Henry adjourned the meeting to closed session at 8:22 p.m.

10. Adjournment

Board President Henry adjourned the December 5, 2024, Regular Board Meeting in closed session at 8:35 p.m.

Scott Henry
President, Board of Trustees

Justin Ray
Secretary, Board of Trustees

Approved: January 16, 2025

**CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

**DECEMBER 9, 2024
SPECIAL-CALLED BOARD MEETING MINUTES**

The Cypress-Fairbanks Independent School District Board of Trustees convened in a Special-Called Board Meeting on Monday, December 9, 2024, in the Boardroom of the Cypress-Fairbanks Independent School District Mark Henry, Ed.D. Administration Building, located at 11440 Matzke Road, Cypress, Texas 77429.

Call to Order

Board President Scott Henry called the meeting to order at 4:00 p.m.

The following Board members were present: Scott Henry, Dr. Natalie Blasingame, Justin Ray, Julie Hinaman, Christine Kalmbach, Todd LeCompte, Lucas Scanlon.

The presiding officer, President Henry, presented the following agenda:

1. Board Training – Team of Eight Training

1A. In accordance with the provisions of the Texas Education Code, Section §11.159, the administration will conduct continuing education for Board members under Texas Administrative Code, Title 19, Section 61.1: Continuing Education for School Board Members, related to team building. [This matter was discussed in closed session pursuant to Texas Gov. Codes § 551.071 and 551.074.]

2. Closed Session

2A. The Team of Eight training convened in closed session at 4:00 p.m.

Adjournment

The meeting was adjourned in closed session at 7:00 p.m.

Scott Henry
President, Board of Trustees

Justin Ray
Secretary, Board of Trustees

Approved: January 16, 2025

MEMORANDUM OF AGREEMENT BETWEEN _____ the Department of the Air Force _____ (Military Service) AND _____ Cypress-Fairbanks 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, Director of 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 _____ 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 Cypress-Fairbanks Independent School Distr _____ (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Cypress Falls 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.

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 _____ Cypress Falls 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. _____ AFJROTC MOA Addendum (March 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:
 _____ 11440 Matzke Rd Cypress, TX 77429 _____ (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Dr. Deborah Stewart _____ (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 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: _____ Mark Williams CTE Director
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ mark.williams@cfisd.net
Telephone Number: _____ 281-897-4036

Alternate:

Title: _____ David Srubar
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ david.srubar@cfisd.net
Telephone Number: _____ 281-517-6580

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		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Killian, Douglas Dr., SUPERINTENDENT	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i> Cypress Falls High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i> 9811 Huffmeister Road Houston, TX 77095	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Mr. Steven Parsons		
e. TELEPHONE NUMBER 281/856-1018		
f. FAX NUMBER		
g. EMAIL ADDRESS Steven.Parsons@CFISD.net		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i> Cypress-Fairbanks Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> 11440 Matzke Rd Cypress, TX 77429	
c. SUPERINTENDENT'S NAME Dr. Douglas Killian		
d. TELEPHONE NUMBER 281/897-4000		
e. FAX NUMBER 281/807-8150		
f. EMAIL ADDRESS douglas.killian@CFISD.net		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE Texas Education Agency	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL 3024	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	

MEMORANDUM OF AGREEMENT BETWEEN _____ the Department of the Air Force _____ (Military Service) AND _____ Cypress-Fairbanks Independent School District _____ (Name of School District) TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT	Form Approved OMB Number 0704-0680 Expires 02/28/2027
---	---

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, Director of 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 _____ 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 Cypress-Fairbanks Independent School Distr _____ (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Cypress Springs 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.

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 _____ Cypress Springs 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. _____ AFJROTC MOA Addendum (March 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:
 _____ 11440 Matzke Rd Cypress, TX 77429 _____ (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Dr. Deborah Stewart _____ (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 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: _____ Mark Williams CTE Director
Address: _____ 11440 Matzke Rd Cypress, TX 77429
Email: _____ mark.williams@cfisd.net
Telephone Number: _____ 281-897-4036

Alternate:

Title: _____ David Srubar
Address: _____ 114400 Matzke Rd, Cypress TX 77429
Email: _____ david.srubar@cfisd.net
Telephone Number: _____ 281-517-6580

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		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Killan, Douglas Dr., SUPERINTENDENT	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i> Cypress Springs High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i> 7909 Fry Road Cypress, TX 77433	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Dr. Cheryl Henry		
e. TELEPHONE NUMBER 281/345-3007		
f. FAX NUMBER		
g. EMAIL ADDRESS cheryl.henry@cfisd.net		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i> Cypress-Fairbanks Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> 11440 Matzke Rd Cypress, TX 77429	
c. SUPERINTENDENT'S NAME Dr. Douglas Killian		
d. TELEPHONE NUMBER 281/897-4000		
e. FAX NUMBER 281/807-8150		
f. EMAIL ADDRESS douglas.killian@cfisd.net		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE Texas Education Agency	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL 2800	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	

MEMORANDUM OF AGREEMENT BETWEEN _____ the Department of the Air Force _____ (Military Service) AND _____ Cypress-Fairbanks 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, Director of 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 _____ 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 Cypress-Fairbanks Independent School Distr _____ (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Jersey Village 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.

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 _____ Jersey Village 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. _____ AFJROTC MOA Addendum (March 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:
 _____ 11440 Matzke Rd Cypress, TX 77429 _____ (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Dr. Deborah Stewart _____ (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 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: _____ Mark Williams CTE Director
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ mark.williams@cfisd.net
Telephone Number: _____ 281-897-4036

Alternate:

Title: _____ David Srubar
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ david.srubar@cfisd.net
Telephone Number: _____ 281-517-6580

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		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Wiley, Maggie Dr., SUPERINTENDENT	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i> Jersey Village High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i> 7600 Solomon Street Houston, TX 77040	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Ms. Maggie Wiley		
e. TELEPHONE NUMBER 713/896-3400		
f. FAX NUMBER		
g. EMAIL ADDRESS margaret.wiley@cfisd.net		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i> Cypress-Fairbanks Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> 11440 Matzke Rd Cypress, TX 77429	
c. SUPERINTENDENT'S NAME Dr. Douglas Killian		
d. TELEPHONE NUMBER 281/897-4000		
e. FAX NUMBER 281/807-8150		
f. EMAIL ADDRESS douglas.killian@cfisd.net		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE Texas Education Agency	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL 3324	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	

MEMORANDUM OF AGREEMENT BETWEEN _____ the Department of the Air Force <i>(Military Service)</i> AND _____ Cypress-Fairbanks Independent School District <i>(Name of School District)</i>	<i>Form Approved</i> <i>OMB Number 0704-0680</i> <i>Expires 02/28/2027</i>
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, Director of 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 _____ 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 Cypress-Fairbanks Independent School Distr *(School District Name)* *(collectively the Parties)* for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Cypress Ridge 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.

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 _____ Cypress Ridge 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. _____ AFJROTC MOA Addendum (March 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:
 _____ 11440 Matzke Rd Cypress, TX 77429 *(Address)*. The following School District and Host School office handles Title IX inquiries and complaints: _____ Deborah Stewart *(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 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: _____ Mark Williams CTE Director
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ mark.williams@cfisd.net
Telephone Number: _____ 281-897-4036

Alternate:

Title: _____ David Srubar
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ david.srubar@cfisd.net
Telephone Number: _____ 281-517-6580

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		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Killian, Douglas Dr., SUPERINTENDENT	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i> Cypress Ridge High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i> 7900 North Eldridge Parkway Houston, TX 77041	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Dr. Abelardo Lozano		
e. TELEPHONE NUMBER 281/807-8097		
f. FAX NUMBER		
g. EMAIL ADDRESS abe.lozano@cfisd.net		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i> Cypress-Fairbanks Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> 11440 Matzke Rd Cypress, TX 77429	
c. SUPERINTENDENT'S NAME Dr. Douglas Killian		
d. TELEPHONE NUMBER 281/897-4000		
e. FAX NUMBER 281/807-8150		
f. EMAIL ADDRESS douglas.killian@CFISD.net		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE Texas Education Agency	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL 2866	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	

MEMORANDUM OF AGREEMENT BETWEEN _____ the Department of the Air Force _____ (Military Service) AND _____ Cypress-Fairbanks Independent School District _____ (Name of School District) TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT	Form Approved OMB Number 0704-0680 Expires 02/28/2027
---	---

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, Director of 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 _____ 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 Cypress-Fairbanks Independent School Distr _____ (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Langham Creek 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.

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 _____ Langham Creek 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. _____ AFJROTC MOA Addendum (March 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:
 _____ 11440 Matzke Rd Cypress, TX 77429 _____ (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Dr. Deborah Stewart _____ (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 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: _____ Mark Williams CTE Director
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ mark.williams@cfisd.net
Telephone Number: _____ 281-897-4036

Alternate:

Title: _____ David Srubar
Address: _____ 11440 Matzke Rd Cypress, TX 77429
Email: _____ david.srubar@cfisd.net
Telephone Number: _____ 281-517-6580

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		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Killian, Douglas Dr., SUPERINTENDENT	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i> Langham Creek High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i> 17610 FM Rd 529 Houston, TX 77095	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Dr. Jose Martinez		
e. TELEPHONE NUMBER 281/463-5400		
f. FAX NUMBER		
g. EMAIL ADDRESS jose.martinez@cfisd.net		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i> Cypress-Fairbanks Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> 11440 Matzke Rd Cypress, TX 77429	
c. SUPERINTENDENT'S NAME Dr. Douglas Killian		
d. TELEPHONE NUMBER 281/897-4077		
e. FAX NUMBER		
f. EMAIL ADDRESS douglas.killian@cfisd.net		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE Texas Education Agency	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL 3011	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	

MEMORANDUM OF AGREEMENT BETWEEN _____ the Department of the Air Force _____ (Military Service) AND _____ Cypress-Fairbanks 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, Director of 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 _____ 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 Cypress-Fairbanks Independent School Distr _____ (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Cypress Woods 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.

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 _____ Cypress Woods 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. _____ AFJROTC MOA Addendum (March 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:
 _____ 11440 Matzke Rd Cypress, TX 77429 _____ (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Dr. Deborah Stewart _____ (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 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: _____ Mark Williams CTE Director
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ mark.williams@cfisd.net
Telephone Number: _____ 281-897-4036

Alternate:

Title: _____ David Srubar
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ david.srubar@cfisd.net
Telephone Number: _____ 281-517-6580

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		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Killian, Douglas Dr., SUPERINTENDENT	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i> Cypress Woods High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i> 13550 Woods Spillane Blvd Cypress, TX 77429	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Mr. Lloyd Turner		
e. TELEPHONE NUMBER 281/856-1018		
f. FAX NUMBER		
g. EMAIL ADDRESS lloyd.turner@cfisd.net		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i> Cypress-Fairbanks Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> 11440 Matzke Rd Cypress, TX 77429	
c. SUPERINTENDENT'S NAME Dr. Douglas Killian		
d. TELEPHONE NUMBER 281/897-4000		
e. FAX NUMBER 281/807-8150		
f. EMAIL ADDRESS douglas.killian@CFISD.net		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE Texas Education Agency	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL 3469	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	

MEMORANDUM OF AGREEMENT BETWEEN _____ <div style="text-align: right;"><i>(Military Service)</i></div>	<i>Form Approved</i> <i>OMB Number 0704-0680</i> <i>Expires 02/28/2027</i>
AND _____ <div style="text-align: center;"><i>(Name of School District)</i></div>	
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, Director of 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 _____ *(Military Service Name)* acting through _____ *(first General/Flag Officer Command above JROTC Program Office)*, and _____ *(School District Name)* *(collectively the Parties)* for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ *(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 _____ *(Military Service Name)* on the date of signature below, a JROTC unit is established at _____ *(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. _____
(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: _____ *(Address)*. The following School District and Host School office handles Title IX inquiries and complaints: _____ *(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 _____ (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: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate:

Title: _____

Address: _____

Email: _____

Telephone Number: _____

2. For the Military Service

Primary:

Title: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate:

Title: _____

Address: _____

Email: _____

Telephone Number: _____

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 <i>(Last, First, Middle Initial)</i> AND TITLE	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i>	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i>	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME		
e. TELEPHONE NUMBER		
f. FAX NUMBER		
g. EMAIL ADDRESS		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i>	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i>	
c. SUPERINTENDENT'S NAME		
d. TELEPHONE NUMBER		
e. FAX NUMBER		
f. EMAIL ADDRESS		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM	

MEMORANDUM OF AGREEMENT BETWEEN _____ the Department of the Air Force _____ (Military Service) AND _____ Cypress-Fairbanks Independent School District _____ (Name of School District) TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT	Form Approved OMB Number 0704-0680 Expires 02/28/2027
---	---

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, Director of 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 _____ 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 Cypress-Fairbanks Independent School Distr _____ (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Cypress Lakes 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.

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 _____ Cypress Lakes 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. _____ AFJROTC MOA Addendum (March 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:
 _____ 11440 Matzke Rd Cypress, TX 77429 _____ (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Dr. Deborah Stewart _____ (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 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: _____ Mark Williams CTE Director
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ mark.williams@cfisd.net
Telephone Number: _____ 281-897-4036

Alternate:

Title: _____ David Srubar
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ david.srubar@cfisd.net
Telephone Number: _____ 281-517-6580

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		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Killian, Douglas Dr., SUPERINTENDENT	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i> Cypress Lakes High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i> 5750 Greenhouse Road Katy, TX 77449	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Dr. Lanette Bellamy		
e. TELEPHONE NUMBER 281/856-1600		
f. FAX NUMBER		
g. EMAIL ADDRESS lanette.Bellamy@cfisd.net		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i> Cypress-Fairbanks Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> 11440 Matzke Rd Cypress, TX 77429	
c. SUPERINTENDENT'S NAME Dr. Douglas Killian		
d. TELEPHONE NUMBER 281/897-4000		
e. FAX NUMBER 281/807-8150		
f. EMAIL ADDRESS douglas.killian@CFISD.net		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE Texas Education Agency	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL 3185	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	

MEMORANDUM OF AGREEMENT BETWEEN _____ the Department of the Air Force _____ (Military Service) AND _____ Cypress-Fairbanks 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, Director of 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 _____ 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 Cypress-Fairbanks Independent School Distr _____ (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ Cy-Fair 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.

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 _____ Cy-Fair 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. _____ AFJROTC MOA Addendum (March 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:
 _____ 11440 Matzke Rd Cypress, TX 77429 _____ (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Debprah Stewart _____ (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 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: _____ Mark Williams CTE Director
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ mark.williams@cfisd.net
Telephone Number: _____ 281-897-4036

Alternate:

Title: _____ David Srubar
Address: _____ 11440 Matzke Rd, Cypress TX 77429
Email: _____ david.srubar@cfisd.net
Telephone Number: _____ 281-517-6580

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		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Killian, Douglas Dr., SUPERINTENDENT	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i> Cy-Fair High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i> 22602 Hempstead Highway Cypress, TX 77429	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Ms. Ana Martin		
e. TELEPHONE NUMBER 281/897-4600		
f. FAX NUMBER		
g. EMAIL ADDRESS ana.martin@cfisd.net		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i> Cypress-Fairbanks Independent School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> 11440 Matzke Rd Cypress, TX 77429	
c. SUPERINTENDENT'S NAME Dr. Douglas Killian		
d. TELEPHONE NUMBER 281/897-4077		
e. FAX NUMBER		
f. EMAIL ADDRESS douglas.killian@cfisd.net		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE Texas Education Agency	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL 3221	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM 100	



CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“AGREEMENT”) is entered into between **Texas Woman’s University** (“TWU”), a public institution of higher education located in the State of Texas, and **Cypress Fairbanks Independent School District** (HOST AGENCY”), an entity located in **Texas**, (individually each a “PARTY,” and collectively “PARTIES”).

WHEREAS, TWU offers a comprehensive catalog of academic studies, including baccalaureate, master's and doctoral degrees;

WHEREAS, this AGREEMENT is intended to cover all HOST AGENCY’s Facilities unless otherwise indicated in this Agreement if HOST AGENCY operates at more than one facility, and

WHEREAS, the PARTIES desire to provide TWU’s students (“STUDENT(S)”) with educational opportunities to directly apply knowledge and skills gained in the classroom in a clinical setting, by establishing one or more clinical placement programs at HOST AGENCY (the “PROGRAM”).

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the PARTIES hereinafter set forth, and for other good and valuable consideration, TWU and HOST AGENCY agree as follows:

I. Headings

Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

II. Term and Termination

1. This AGREEMENT is effective upon execution by both PARTIES and will continue for **five (5)** years (“INITIAL TERM”).

2. Auto Renewal

Check only one box and, if applicable, type in number of automatic renewals.

No.

Yes. This AGREEMENT shall automatically renew **five (5)** times, for one (1) year terms each time; each automatic renewal shall be a “RENEWAL TERM”. The combined INITIAL TERM and RENEWAL TERM(s) of AGREEMENT shall not exceed ten (10) years cumulatively.

3. This AGREEMENT may be terminated at any time and for any reason by either PARTY, with no less than ninety (90) days prior written notice to the other PARTY. Should notice of termination be given under this Section, STUDENT(S) already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled or active clinical assignment at HOST AGENCY.

III. Applicable TWU Academic Units and Notice

1. HOST AGENCY agrees to accept STUDENT(S) from these TWU Academic Units:

Check only one box and if applicable, type in specific Academic Units.

All TWU Academic Units listed in Exhibit A, attached hereto.

These specific TWU Academic Units: **Nursing**

2. Any notices required by this AGREEMENT shall be delivered to the following address or addresses via personal delivery, via first class mail return receipt requested, or via electronic mail with read receipt:

Notice to TWU shall be given to the applicable TWU Academic Unit(s) identified above in Section III.1, of this AGREEMENT, and addressed to the correlating contact identified in Exhibit A, attached hereto.

Notice to HOST AGENCY:

Name and Title: Melinda Hood, Director of Health Services
Address: 11440 Matzke Rd
City/State/Zip: Cypress, TX 77429
Telephone number: 281-897-4015
Email address: Melinda.hood@cfisd.net

IV. Mutual Responsibilities

1. The PARTIES share responsibility for creating an appropriate learning environment. Each PARTY shall designate a Representative; each Representative shall be responsible for the implementation of the PROGRAM. Each PARTY may designate multiple Representatives.
2. The PARTIES shall devise methods for the PROGRAM's implementation, mutually agree on the number of STUDENT(S) to participate in the PROGRAM, mutually determine STUDENT(S)' placement dates and times, and shall continually evaluate the effectiveness of the PROGRAM.
3. TWU shall advise STUDENT(S) that as a condition of placement at HOST AGENCY, that HOST AGENCY requires STUDENT(S) to comply with HOST AGENCY's policies and procedures; these may include but are not limited to matters relating to conduct such as dress code, criminal background checks, immunizations, drug tests, safety requirements, and handling of individually identifiable information under HIPAA and FERPA. HOST AGENCY will provide TWU's applicable Academic Unit(s) with a copy of its relevant policies and procedures in advance of the start of the PROGRAM. It is STUDENT(S)' sole responsibility to personally comply with HOST AGENCY's required placement conditions, including any costs associated with those conditions.

V. Responsibilities of TWU

1. Identify a Representative to facilitate activities and communication between the PARTIES. The Representative shall be responsible for, among other things, coordinating with HOST AGENCY regarding: number of STUDENT(S) to participate in the PROGRAM; dates and hours of assignment(s); and a description of syllabus requirements and other clinical objective expectations (hereafter referred to as "OBJECTIVES"). The format and style of the OBJECTIVES may differ per TWU Academic Unit. TWU shall select STUDENT(S) for the PROGRAM, selecting only those STUDENT(S) with a satisfactory record as determined solely by TWU.
2. Maintain full responsibility and control for the planning and execution of PROGRAM, including developing curriculum, evaluating STUDENT(S), administration, instructor appointments, and other matters which are normally reserved as a university's functions, such as granting degrees and advising.
3. Encourage STUDENT(S) to maintain personal health insurance and inform them that they are responsible for their own health needs, health care costs, and health insurance coverage.
4. Advise STUDENT(S) to promptly notify the PARTIES, as appropriate, of any concerns or problems which arise during the course of the PROGRAM.
5. May require HOST AGENCY to evaluate the performance of STUDENT(S) on a regular basis using evaluation forms which are either supplied by TWU or are acceptable to TWU.
6. TWU warrants and represents that it provides occurrence-based professional liability insurance for STUDENT(S) with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. TWU, as a public entity entitled to governmental immunity protections under applicable state law, provides occurrence-based general liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual

aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by HOST AGENCY, TWU shall provide a certificate of insurance demonstrating coverage for STUDENT(S) in PROGRAM.

Advise STUDENTS that they will be subject to a criminal background check as deemed necessary by the District.

VI. Responsibilities of HOST AGENCY

1. Identify a Representative to facilitate activities and communication between the PARTIES. The Representative shall be responsible for, among other things: coordinating with TWU about the number of STUDENT(S) to participate in the PROGRAM; orienting the STUDENT(S) to HOST AGENCY; providing supervision; teaching and conveying subject matter knowledge, value, ethics, and skills relevant to the OBJECTIVES.
2. Permit visits of TWU's employees and accreditation evaluators for the purpose of observing, auditing or participating in the teaching process, attending meetings, or evaluating for accreditation.
3. Provide STUDENT(S) with: clear professional and behavioral expectations; timely, focused, accurate and constructive feedback; and if also required by TWU, evaluate the performance of STUDENT(S) using evaluation forms which are either supplied by TWU or are acceptable to TWU.
4. Retain full authority and responsibility for all care given at its premises. HOST AGENCY shall maintain a level of care that meets generally accepted standards in HOST AGENCY's industry, along with required certifications, licenses, and accreditations.
5. Notify TWU, within ten (10) business days, of any changes in its personnel, operation, or policies which may affect the PROGRAM.
6. Provide an orientation for the STUDENT(S) and TWU's employees participating in PROGRAM, of the type and scope provided to its employees, with respect to the physical facilities, equipment, policies, and procedures.
7. HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations.
 - a. Only to the extent required by applicable state law, HOST AGENCY will provide any statutorily-required Workers' Compensation and Liability Insurance for STUDENT(S).
8. In the event STUDENT(S) are exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at HOST AGENCY, then HOST AGENCY, upon notice of such incident and at no expense to TWU, will provide emergency medical care immediately following the injury as necessary; initiate the HBV, Hepatitis C (HCV), and/or HIV protocol, as necessary; and initiate HIV counseling and appropriate testing, as necessary, for the STUDENT(S). In the event that HOST AGENCY does not have the resources to provide such care, HOST AGENCY will refer such STUDENT(S) to the nearest medical facility. STUDENT(S) will bear financial responsibility for any charges generated.
9. Upon request from TWU, HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

VII. STUDENT(S) Removal

1. HOST AGENCY may remove STUDENT(S) in PROGRAM, if:
 - a. The achievement, progress, adjustment, or health of the STUDENT(S) does not warrant continuation at HOST AGENCY; or
 - b. The behavior of the STUDENT(S) fails to conform to HOST AGENCY's policies.
2. HOST AGENCY reserves the right to exclude STUDENT(S) from its premises in the event that such STUDENT(S) conduct or state of health is deemed objectionable or detrimental to the proper administration of HOST AGENCY.
3. TWU reserves the right to remove STUDENT(S) from PROGRAM at any time. Factors TWU may consider, include but are not limited to, STUDENT(S)': progress, adjustment, conduct, and information obtained from HOST AGENCY. TWU will notify HOST AGENCY if such action is taken.

VIII. FERPA

Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), to the extent that HOST AGENCY receives, generates, or maintains educational records under this AGREEMENT, TWU hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of STUDENT(S) in PROGRAM. This designation is made to the extent that access to the educational records are required by HOST AGENCY to carry out PROGRAM. The HOST AGENCY agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

TWU acknowledges that STUDENTS may have access to the educational records of students enrolled at the HOST AGENCY during the performance of their function under this Agreement. As such, TWU shall require the STUDENTS to maintain the confidentiality of such educational records in accordance with the provisions of FERPA.

IX. Non-Discrimination

The PARTIES agree to comply with applicable state and federal rules governing non-discrimination, equal opportunity, and affirmative action.

X. Severability

If any part, term or provision of this AGREEMENT is held to be illegal, in conflict with any applicable law or is otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the PARTIES shall be construed and enforced as if the

AGREEMENT did not contain the particular part, term or provisions held to be illegal, in conflict with any applicable law, or invalid.

XI. Assignment

Neither PARTY may assign this AGREEMENT, in whole or in part, without the prior written consent of the other PARTY.

XII. No Third Party Beneficiaries

This Agreement is for the sole benefit of the PARTIES hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this AGREEMENT.

XIII. Employment Disclaimer

STUDENT(S) will not be considered employees or agents of HOST AGENCY or TWU for any purpose. STUDENT(S) will not be entitled to receive any compensation from HOST AGENCY or TWU. STUDENT(S) will not be entitled to any benefits of employment from HOST AGENCY or TWU, including, but not limited to, vacation, sick time, or any other benefit of employment, direct or indirect, unless otherwise required by applicable law. No payments shall be made between the PARTIES or between a PARTY and STUDENT(S).

XIV. Relationship between PARTIES

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the PARTIES, and neither PARTY shall have the right or authority or shall hold itself out to have the right or authority to bind the other PARTY, nor shall either PARTY be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.

XV. Health Insurance Portability and Accountability Act

To the extent that HOST AGENCY is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations (hereinafter collectively, "HIPAA"), STUDENT(S) pursuant to this AGREEMENT are members of HOST AGENCY's workforce for purposes of HIPAA. STUDENT(S), as members of HOST AGENCY'S workforce, may have access to patient medical information.

XVI. Sovereign Immunity

The PARTIES expressly agree that nothing in this AGREEMENT, nor any other conduct, action or inaction of any representative of TWU relating to the subject matter hereof, shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU is entitled, as an agency of the State of Texas. TWU enters this AGREEMENT only to the extent authorized by applicable law. Any provision of this AGREEMENT that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state's Attorney General, is invalid. Furthermore, in no event shall TWU be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by HOST AGENCY or any third party, even if TWU has been advised of the possibility of such damages.

XVII. Governing Law

This AGREEMENT and all of the rights and obligations of the PARTIES thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

XVIII. Force Majeure

Any delay or failure in the performance by either PARTY under the AGREEMENT shall be excused if and to the extent caused by the occurrence of a Force Majeure, to the extent that performance of that PARTY's respective obligations are prevented or made illegal or impracticable. For purposes of the Agreement, Force Majeure means a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the PARTY claiming Force Majeure, including without limitation, acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, governmental acts, injunctions, labor strikes, pandemics and epidemics that prevent the PARTY from performing, and other like events that are beyond the reasonable anticipation and control of the PARTY affected thereby, despite such PARTY's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a PARTY's failure to perform its obligations under this AGREEMENT.

XIX. Texas Government Code Provisions

1. Texas Public Information Act ("TPIA"): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure

of public information under the TPIA. Nothing in this AGREEMENT will be construed to prohibit disclosure, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

2. Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, HOST AGENCY represents and warrants that it is not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.

XX. Intellectual Property

Each PARTY acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that PARTY (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that PARTY. Neither PARTY may use the Marks of the other without the advance written consent of that PARTY, except that each PARTY may use the name of the other PARTY in factual statements that, in context, are not misleading.

XXI. Representation of Authority

Each representative executing below, warrants and represents that such representative has full authority to act for, bind, and execute this Agreement on behalf of their PARTY.

XXII. Entire Agreement

Exhibit A, attached hereto, is incorporated herein and made a part of this AGREEMENT as if set forth in full. This is the entire AGREEMENT of the PARTIES as it relates to the subject matter hereof and each of its provisions shall be binding upon the PARTIES and may not be waived, modified, amended or altered except in writing signed by the PARTIES. This AGREEMENT does not supersede, modify, or terminate any Clinical Affiliation and Sponsorship Agreement, between the PARTIES hereto.

IN WITNESS HEREOF, the PARTIES have caused this AGREEMENT to be executed by their duly authorized representatives to be effective as of the day and year below written.

TEXAS WOMAN’S UNIVERSITY:

HOST AGENCY:

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

TWU APPROVED AS TO LEGAL FORM:

Jiayi Yang Digitally signed by Jiayi Yang
Date: 2024.12.06 11:52:09
-06'00'

EXHIBIT A

ACADEMIC UNITS: NOTICE AND CONTACT INFORMATION

Department of Communication Sciences & Oral Health:

Texas Woman's University
 Department of Communication Sciences & Oral Health Attn:
 Department Chair
 1314 Bell Ave. #820
 Denton, TX 76204
 Telephone/Text/Fax 940-898-2023 E-mail
coms@twu.edu

Department of Human Development, Family Studies, and Counseling:

Texas Woman's University Child
 Life Program
 Attn: Department Chair
 1202 Old Main Circle, WH 115
 Denton, TX 76204
 Telephone/Text/Fax 940-898-2685 E-mail
HDFSC@twu.edu

School of Health Promotion & Kinesiology:

Texas Woman's University
 School of Health Promotion & Kinesiology Attn:
 Internship Director
 1600 N. Bell Avenue, PH 208
 Denton, Texas 76204
 Telephone/Text/Fax 940-898-2340 E-mail
shpk@twu.edu

School of the Arts & Design: Texas

Woman's University Division of Music
 Attn: Program Coordinator 305
 Pioneer Circle
 Denton, TX 76204
 Telephone/Text/Fax 940-898-2491 E-mail
music@twu.edu

College of Nursing:

Texas Woman's University College
 of Nursing
 Attn: Dean of Nursing
 1216 Oakland Street - ASB 216
 Denton, TX 76204
 Telephone/Text/Fax 940-898-2401 E-mail
nursing@twu.edu

Health Care Administration Program

Texas Woman's University Attn:
 Program Director 6700 Fannin St.,
 Suite 7010
 Houston, TX 77030
 Telephone/Text/Fax 713-794-2061 E-mail
hcaprogram@twu.edu

Department of Nutrition & Food Science – Denton Campus:

Texas Woman's University
 Department of Nutrition and Food Sciences
 Attn: Internship Director
 1000 Old Main Circle, SRC 204
 Denton, TX 76204
 Telephone/Text/Fax 940-898-2636 E-
 mail nutrfdsci@twu.edu

Department of Nutrition & Food Science – Houston Campus:

Texas Woman's University
 Department of Nutrition and Food Sciences
 Attn: Internship Director
 6700 Fannin St
 Houston, TX 77030
 Telephone/Text/Fax 713.794.2344 E-
 mail nfs_houston@twu.edu

School of Occupational Therapy:

Texas Woman's University School
 of Occupational Therapy
 Attn: Academic Fieldwork Coordinator (AFWC) 1314
 N. Bell Ave., Suite 810
 Denton, TX 76204
 Telephone/Text/Fax 940-898-2801 E-
 mail OTFieldwork@twu.edu

School of Physical Therapy:

Texas Woman's University
 School of Physical Therapy
 Attn: Director
 T. Boone Pickens Institute of Health Sciences- Dallas Center 5500
 Southwestern Medical Ave.
 Dallas, TX 75235
 Telephone/Text/Fax 214-689-7701 E-
 mail pt@twu.edu

School of Social Work, Psychology and Philosophy:

Texas Woman's University Division
 of Social Work
 Attn: Field Instruction Program Coordinator
 1210 Old Main Circle
 Denton, TX 76204
 Telephone/Text/Fax 940-898-2071 E-
 mail socialwork@twu.edu

School of the Sciences: Texas

Woman's University Division
 of Biology
 Attn: Director
 1000 Old Main Circle
 Scientific Research Commons 304
 Denton, TX 76204
 Telephone/Text/Fax 940-898-2351 E-
 mail biology@twu.edu

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

THAT, **Cypress Fairbanks Independent School District**, of the County of Harris, State of Texas, hereinafter referred to as Grantor, whether one or more, does grant unto the **County of Harris**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as Grantee, a temporary easement for the purpose of providing a construction work area to tie-in the existing property to the new roadway, in, over, along, upon and across the tract of land at the following address: **Andre Elementary School; 8111 Fry Road, Cypress TX 77433**, see attached exhibit for driveway location on Longenbaugh Road.

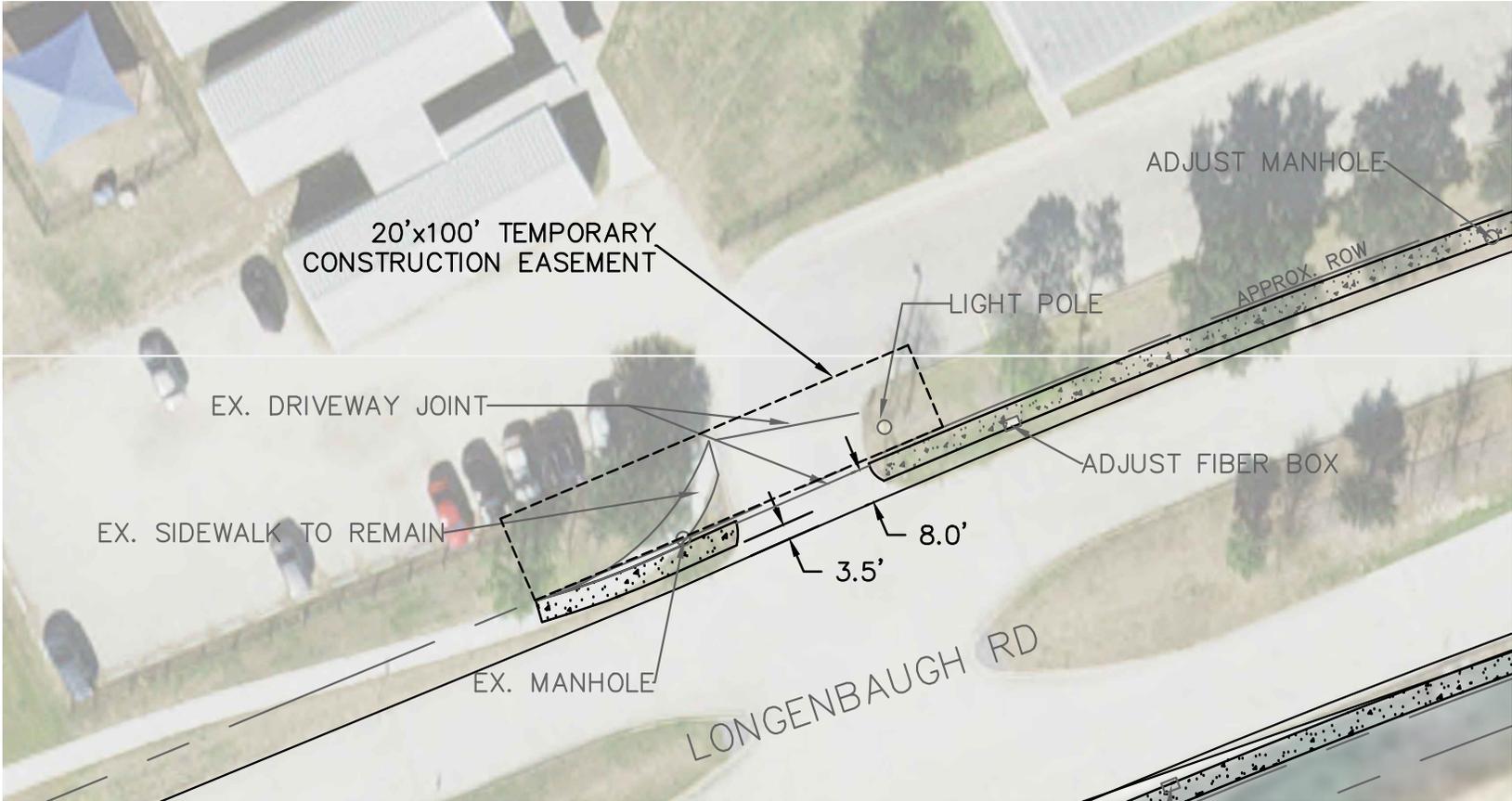
This conveyance is made subject to the following agreements and understandings by and between Grantor and Grantee:

1. This instrument does not convey title in or to any part of land herein described or minerals therein or thereunder.
2. This conveyance is made subject to all prior rights of record granted by Grantor or Grantor's predecessors in title affecting the land covered hereby.
3. Improvements placed on the land covered hereby will be made at the sole cost and expense of Grantee, and no special charge or assessment will be made by Grantee for installation of such improvement.
4. Grantee's rights shall include, without limitation, the right to clear and remove signage, sidewalks, paving, irrigation piping and heads, trees, shrubbery, grass, soil and other growth from the Easement Track, and the right to bring and operate such equipment thereon as may be necessary or appropriate to effectuate the purposes for which the Easement is granted; provided, however, any signage, sidewalks, paving, irrigation piping and heads, trees, shrubbery, grass, soil and/or other growth removed by the Grantee upon or across the Easement shall be restored to at least the condition it was in prior to Grantee's activities.
5. This conveyance and the rights granted to Grantee hereunder shall commence and be effective on the date of execution by Grantor, and shall terminate one (1) year after the completion of construction, at the time that the one year warranty ends.
6. This conveyance shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

TO HAVE AND TO HOLD the said easement unto Grantee, to be used for said purpose, in accordance with the provisions hereof.

EXECUTED this the ___ day of _____, 2024.

Signature



Jesse Clayburn
Assistant Superintendent, Facilities & Construction

TO: Dr. Douglas Killian
The Board of Trustees

FROM: Jesse Clayburn

DATE: December 20,2024

RE: **2024 CY LAKES HS RENOVATION
CYPRESS-FAIRBANKS I.S.D. PROPOSAL NO. 24-02-5749-R-RFP
CONSTRUCTION CONTRACT AWARD RECOMMENDATION**

The District received a total of five (5) proposals from interested contractors on Thursday, December 19, 2024, for the above referenced project. Attached you will find the proposal tabulation form summarizing the proposals submitted and a recommendation letter from Natex Corporation Architects dated December 20, 2024.

Our department has carefully evaluated the submitted proposals and hereby recommends to the Board of Trustees, to award the construction contract to ICI Construction, Inc., in the amount of \$22,675,999.00. This recommendation is based upon acceptance of the Base Proposal, and Alternates No. 1, 2, and 4. ICI Construction, Inc., has the highest ranking based upon the proposed price and scoring of the published criteria and therefore provides the best value to the District.

The scope of work for this project includes an orchestra addition of rehearsal hall and practice rooms, a black box addition, 2 new art rooms, additions to the existing welding classroom and lab, 2 new tennis courts, new building HVAC controls, miscellaneous athletic life cycle replacements, safety and security upgrades, and other electrical, mechanical, and plumbing upgrades as per the bond scope for Cy Lakes High School.

ICI Construction, Inc., is a Houston, Texas based general contractor that has successfully executed projects for many school districts in the Texas Gulf Coast area, including Cypress-Fairbanks Independent School District.

If you should have any questions, please do not hesitate to call.

cc: Amy Hayes
Shannon Thompson
Project File 1.9 / 4.7

PROPOSAL TABULATION FORM

2024 Cy Lakes HS Renovation

Cypress-Fairbanks Independent School District

CFISD Project No. 24-02-5749-R-RFP / Architect Project No. 24-05

Base Proposal Date/Time: Thursday December 19, 2024 at 2:00 p.m. (CST)

Alternate Proposal Date/Time: Thursday December 19, 2024 at 3:00 p.m. (CST)

	DIVISIONONE CONSTRUCTION, LLC	GTT INC	Recommended Proposer ICI CONSTRUCTION INC.	M SCOTT CONSTRUCTION, INC	MILLENNIUM PROJECT SOLUTIONS, INC
Proposal Bond (Section AD)	yes	yes	yes	yes	yes
Base Proposal	\$26,990,000.00	\$19,985,000.00	\$23,500,000.00	\$26,000,000.00	\$26,000,000.00
Addenda Acknowledged: 1, 2, 3, 4 &5	yes	yes	yes	yes	yes
Alternate 1: Adjustment to Base Proposal	-\$675,000.00	\$1,742,000.00	-\$1,000,000.00	-\$2,751,000.00	-\$1,521,000.00
Subtotal: Base Proposal + Alternate 1	\$26,315,000.00	\$21,727,000.00	\$22,500,000.00	\$23,249,000.00	\$24,479,000.00
Alternate Number 2: Fire Alarm replacement	\$299,000.00	\$316,000.00	-\$1.00	\$283,000.00	\$309,000.00
Alternate Number 3: Chiller by Carrier	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alternate Number 4: Chiller by Daikin	\$184,000.00	\$168,400.00	\$176,000.00	\$220,000.00	\$179,000.00
Altermante No. 5: Chiller by Trane	\$242,000.00	\$210,500.00	\$230,000.00	\$275,000.00	\$236,000.00
TOTAL BASE PROPOSAL AMOUNT + ALTERNATES NO. 1, 2, and 4	\$26,798,000.00	\$22,211,400.00	\$22,675,999.00	\$23,752,000.00	\$24,967,000.00
PROPOSER RANK	5	2	1	3	4



447 Heights Blvd • HOUSTON, TEXAS 77007 • TELEPHONE: 713-975-9525 • FAX: 713-780-7824

December 20, 2024

Mr. Jesse Clayburn
Assistant Superintendent of Facilities & Construction
Cypress-Fairbanks Independent School District
11430-B Perry Road
Houston, Texas 77064

RE: 2024 Cy Lakes HS Renovation
Cypress-Fairbanks Independent School District
CFISD Project Number: 24-02-5749-R-RFP
NATEX Project Number: 24-05

Dear Mr. Clayburn:

On Thursday, December 19, 2024, competitive sealed proposals were received at the District's Facilities, Design & Construction offices on Perry Road for the 2024 Cy Lakes HS Renovation project. A total of five (5) offerors submitted their proposals as requested. A tabulation of the proposal results is attached herewith.

The Selection Committee made up of District administrators, architects and consultants evaluated the proposals on Thursday, December 19, 2024, and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

NATEX Architects recommends to the Cypress-Fairbanks Independent School District the acceptance of the selection committee's recommendation to select ICI Construction, Inc., as the contractor for the 2024 Cy Lakes HS Renovation project in the amount of \$22,675,999.00, which represents the Base Proposal, Alternates No. 1, 2, & 4. All parties teamed with Cypress-Fairbanks ISD staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

ICI Construction, Inc., is a Houston, Texas based contractor that has successfully executed projects for school districts in the Texas Gulf Coast area, including Cypress-Fairbanks ISD. Additionally, after receipt of their references, we feel they are well-qualified to execute the requirements of the contract.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Killian and the Cypress-Fairbanks Independent School District for allowing us this opportunity to be part of this important project.

We look forward to a successful partnership with the District and with ICI Construction, Inc., in the construction of the 2024 Cy Lakes HS Renovation project.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Carolina Weitzman", is written over a light blue horizontal line.

M. Carolina Weitzman, AIA, LEED ap
Principal in charge

cc: Ms. Amy Hayes, Mr. Dan Grosz, Ms. Shannon Thompson, Mr. Steven Bryan/ Cypress-Fairbank ISD
Ms. Tiffany Banks /Cypress-Fairbanks ISD

Jesse Clayburn
Assistant Superintendent, Facilities & Construction

TO: Dr. Douglas Killian
The Board of Trustees

FROM: Jesse Clayburn

DATE: December 19, 2024

**RE: 2024 CY RANCH HS RENOVATION
CYPRESS-FAIRBANKS I.S.D. PROPOSAL NO. 24-02-5745-R-RFP
CONSTRUCTION CONTRACT AWARD RECOMMENDATION**

The District received a total of three (3) proposals from interested contractors on Thursday, December 5, 2024, for the above referenced project. Attached you will find the proposal tabulation form summarizing the proposals submitted and a recommendation letter from Huckabee, Inc., dated December 19, 2024.

Our department has carefully evaluated the submitted proposals and hereby recommends to the Board of Trustees, to award the construction contract to Millennium Project Solutions, Inc., in the amount of \$15,649,000.00. This recommendation is based upon acceptance of the Base Proposal, and Alternate No. 1. Millennium Project Solutions, Inc., has the highest ranking based upon the proposed price and scoring of the published criteria and therefore provides the best value to the District.

The scope of work for this project includes an orchestra addition of rehearsal hall and practice rooms, a black box addition, 2 new art rooms, 2 new tennis courts, miscellaneous athletic life cycle replacements, safety and security upgrades, and other electrical, mechanical, and plumbing upgrades as per the bond scope for Cy Ranch High School.

Millennium Project Solutions, Inc., is a Houston, Texas based general contractor that has successfully executed projects for many school districts in the Texas Gulf Coast area, including Cypress-Fairbanks Independent School District.

If you should have any questions, please do not hesitate to call.

cc: Amy Hayes
Shannon Thompson
Project File 1.9 / 4.7



PROPOSAL TABULATION FORM

2024 Cy Ranch HS Renovation

Cypress-Fairbanks Independent School District

CFISD Project No. 24-02-5745-R-RFP / Architect Project No. 01818-06-01

Base Proposal Date/Time: Thursday, December 5, 2024 at 2:00 p.m. (CST)

Alternate Proposal Date/Time: Thursday, December 5, 2024 at 3:00 p.m. (CST)

Huckabee

			Recommended Proposer
	DivisionOne Construction, LLC	ICI Construction, Inc.	Millennium Project Solutions, Inc.
Proposal Bond (Section AD)	Yes	Yes	Yes
Base Proposal	\$18,400,000.00	\$17,500,000.00	\$16,000,000.00
Addenda Acknowledged: 1, 2, 3	Yes	Yes	Yes
Alternate No.1: Adjustment to Base Proposal	-\$1,731,000.00	-\$695,000.00	-\$351,000.00
Subtotal: Base Proposal + Alternate No. 1	\$16,669,000.00	\$16,805,000.00	\$15,649,000.00
TOTAL	\$16,669,000.00	\$16,805,000.00	\$15,649,000.00
PROPOSER RANK	2	3	1



MORE THAN ARCHITECTS

December 19, 2024

Mr. Jesse Clayburn
Assistant Superintendent of Facilities & Construction
Cypress-Fairbanks Independent School District
11430-B Perry Road
Houston, Texas 77064

Re: 2024 Cy Ranch HS Renovation
Cypress-Fairbanks Independent School District
CFISD Proposal Number: 24-02-5745-R-RFP
Huckabee Project Number: 01818-06-01

Dear Mr. Clayburn,

On Thursday, December 5, 2024, competitive sealed proposals were received at the District's Facilities and Construction office, 11430 B Perry Road for the 2024 Cy Ranch HS Renovation project. Three (3) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

A Selection Committee made up of District administrators, architects and consultants evaluated the proposals on Friday, December 6, 2024, and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

Huckabee recommends to the Cypress-Fairbanks Independent School District Board of Trustees, the acceptance of the Selection Committee's recommendation to select Millennium Project Solutions, Inc. as the Contractor for this project in the amount of \$15,649,000.00, which represents the Base Proposal plus Alternate Proposal No. 1. All parties teamed with Cypress-Fairbanks I.S.D. staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

Millennium Project Solutions, Inc., is a local, Houston, Texas based, general contractor that has successfully executed numerous construction projects for a host of school districts in the Texas Gulf Coast area, including the Cypress-Fairbanks Independent School District.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Killan, Mr. Morgan and the Cypress-Fairbanks Independent School District administrative staff for allowing us the exciting opportunity to be part of this important project.

We look forward to a successful partnership with the District and Millennium Project Solutions, Inc., in the 2024 Cy Ranch HS Renovation project.

Sincerely,

Susan Wisa, AIA
Principal
Enclosure - Proposal & Evaluation Tabulation Form

Huckabee

AUSTIN • DALLAS • FORT WORTH • HOUSTON • SAN ANTONIO • WACO
www.huckabee-inc.com



To: Darin Crawford
Assistant Superintendent for Support Services

From: James Briscoe
Director of Procurement Services

Date: December 17, 2024

Re: Broker Services for Employee Benefits
Annual Contract #25-01-5363R-RFP

The proposals were received and opened at 10:00 a.m., Thursday, November 21, 2024, as advertised and specified in documents concerning **Annual Contract #25-01-5363RFP Broker Services for Employee Benefits**. The proposals received and the final evaluation summary are located on pages 2-3.

^a Recommendation is based on user department's evaluation of overall best value to the District.

Recommendation: HUB International Texas, Inc.

Estimated Expenditure: No Cost to the District

Contract Term: February 1, 2025 - January 31, 2026

Renewal: 4 years

ka

25-01-5363R-RFP Broker Services for Employee Benefits

TEAM SCORE SUMMARY

Company/Vendor Name	Evaluator 1	Evaluator 2	Evaluator 3	Average Score	Ranking
FFGA	84.00	81.70	91.10	85.60	2.00
HUB International Texas, Inc.	100.00	95.60	96.00	97.20	1.00



To: James Briscoe

From: Amanda Boles

Date: December 17, 2024

Re: Broker Services for Employee Benefits
Request for Proposal #25-01-5363R-RFP
Contract Award Recommendation

A Request for Proposal (RFP) was completed to obtain qualified brokers for employee benefits voluntary products of which ten responded. The RFP specifications contained several required services including review current voluntary insurance benefit programs in place, compliance review of the program, implementation of the program, and COBRA administration. Of the ten bids received, HUB International and FFGA were the most competitive. To narrow it down to one finalist, a Best and Final Offer was sent to the two proposers requesting additional information.

Administration is requesting that the Board approve a one-year contract with HUB International Texas, Inc. effective February 1, 2025 through January 31, 2026, with automatic renewals for four additional one-year terms through January 31, 2030. HUB International Texas, Inc. offers their proposed services with compensation paid by insurance carriers using standard commission schedules. HUB holds platinum level contracts with all major insurance carriers in the United States, which allows them to have higher level negotiations with senior leadership within each carrier to obtain the best pricing and best voluntary benefits plans for CFISD employees.

Feel free to contact me if you have any questions. Thank you.

Cc: Darin Crawford
Jaime DeCantillon
Karen Smith



To: Darin Crawford
Assistant Superintendent for Support Services

From: Suzy Hunter
Nutrition Services Director

Date: December 12, 2024

Re: Commodity Processed Food for Nutrition Services
Contract #25-01-3605

The following bids were received and opened at 1:00 p.m., Friday, November 22, 2024, as advertised and specified in documents concerning **Contract #25-01-3605 Commodity Processed Food for Nutrition Services**. The bids received are located on pages 2-4.

- ^a Overall best value to the District.
- ^b Does not offer best value to the District.
- ^c Does not meet district bid conditions.
- ^d Does not meet district specifications.

Recommendation: Alpha Foods Co. Inc.
Gold Creek Foods, LLC
Goodman Food Products (dba Don Lee Farms)
Peterson Farms Fresh, LLC
Yangs 5th Taste (Out of the Shell, LLC)

Estimated Expenditure: \$5,736,811.00

Contract Term: July 1, 2025 - June 30, 2026

Renewal: 2 Years

ca

Line 1 26051 - Apples, Fresh, Sliced, Individually Packaged, 2oz - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Peterson Farms Fresh, LLC	Peterson Farms 203102	72000	CS	\$19.61	\$0.1961 ^a

Line 2 26050 - Apples, Fresh, Sliced, Individually Packaged, 2oz - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Peterson Farms Fresh, LLC	Peterson Farms 203102	72000	CS	\$23.44	\$0.2344 ^a

Line 3 10200 - Beef, Steak Burger - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
J.T.M. (J.T.M. Provisions Company, Inc.)	JTM CP5670	5400	CS	\$49.20	\$0.2523 ^b
Goodman Food Products (Don Lee Farms)	Don Lee CNQ152253	5400	CS	\$61.76	\$0.2573^a
Tyson Prepared Foods, Inc.	Advance Pierre 10000015320	5400	CS	\$69.15	\$0.2766
Let's Do Lunch, Inc. (Integrated Food Service)	Hot Off The Grill C32225B	5400	CS	\$51.50	\$0.3678

Line 4 10250 - Beef, Steak Burger - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Goodman Food Products (Don Lee Farms)	Don Lee CN152253	5400	CS	\$164.70	\$0.6863^a
Tyson Prepared Foods, Inc.	The Pub Steak Burger 10000015329	5400	CS	\$87.65	\$0.7689
Let's Do Lunch, Inc. (Integrated Food Service)	Hot Off The Grill N32225B	5400	CS	\$123.00	\$0.8780
J.T.M. (J.T.M. Provisions Company, Inc.)	JTM 5670CE	5400	CS	\$187.56	\$0.9618

Line 5 10301 - Beef, Steak Fingers - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
Tyson Prepared Foods, Inc.	Advance Pierre 10000097886	2200	CS	\$56.58	\$0.4526 ^c
Tyson Prepared Foods, Inc.	Tyson 10000096694	2200	CS	\$60.83	\$0.4574 ^c
Goodman Food Products (Don Lee Farms)	Don Lee CNQ63103	2200	CS	\$71.46	\$0.5333^a
J.T.M. (J.T.M. Provisions Company, Inc.)	JTM CP5694	2200	CS	\$78.29	\$0.5673
J.T.M. (J.T.M. Provisions Company, Inc.)	JTM CP5695	2200	CS	\$79.48	\$0.5759

Line 6 10300 - Beef, Steak Fingers - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
J.T.M. (J.T.M. Provisions Company, Inc.)	JTM 5694CE	2200	CS	\$106.76	\$0.7736 ^b
Tyson Prepared Foods, Inc.	Smart Picks 10000068012	2200	CS	\$110.75	\$0.9004 ^c
Goodman Food Products (Don Lee Farms)	Don Lee CN63103	2200	CS	\$130.85	\$0.9765^a
Tyson Prepared Foods, Inc.	Advance Pierre 10000009661	2200	CS	\$137.52	\$1.0340
J.T.M. (J.T.M. Provisions Company, Inc.)	JTM 5695CE	2200	CS	\$155.03	\$1.1234

Line 7 12073 - Chicken, Breaded Fillet - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Pilgrim's Pride Corporation	Pilgrim's Pride/Goldkist 7522	5000	CS	\$41.22	\$0.3648 ^c
Tyson Prepared Foods, Inc.	Tyson 10703020928	5000	CS	\$59.88	\$0.4536 ^c
Gold Creek Foods, LLC	Gold Creek 792421	5000	CS	\$64.96	\$0.5080 ^b
Gold Creek Foods, LLC	Gold Creek 792422	5000	CS	\$77.76	\$0.6080^a
Rich Chicks	Rich Chicks 54486	5000	CS	\$51.81	\$0.6600
Tyson Prepared Foods, Inc.	Tyson 10703000928	5000	CS	\$84.29	\$0.7024
Rich Chicks	Rich Chicks 13440	5000	CS	\$57.97	\$0.7400
Proview Foods	Proview 60715	5000	CS	\$61.50	\$0.7688

Line 8 12072 - Chicken, Breaded Fillet - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EACH PRICE</u>
Pilgrim's Pride Corporation	Pilgrim's Pride/Goldkist 7522	5000	CS	\$41.22	\$0.3648 ^c
Tyson Prepared Foods, Inc.	Tyson 10703020928	5000	CS	\$110.16	\$0.8345 ^c
Gold Creek Foods, LLC	Gold Creek 792421	5000	CS	\$112.17	\$0.8760 ^b
Gold Creek Foods, LLC	Gold Creek 792422	5000	CS	\$124.97	\$0.9760^a
Rich Chicks	Rich Chicks 54486	5000	CS	\$82.36	\$1.0600
Proview Foods	Proview 60715	5000	CS	\$86.52	\$1.0815
Tyson Prepared Foods, Inc.	Tyson 10703000928	5000	CS	\$130.41	\$1.0868
Rich Chicks	Rich Chicks 13440	5000	CS	\$88.52	\$1.1300

Line 9 Chicken, Chunks - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
Pilgrim's Pride Corporation	Pilgrim's Pride/Goldkist 7518	5000	CS	\$44.98	\$0.4410 ^c
Tyson Prepared Foods, Inc.	Tyson 10703620928	5000	CS	\$55.93	\$0.4584 ^c
Gold Creek Foods, LLC	Gold Creek 792401	5000	CS	\$63.68	\$0.4980^a
Tyson Prepared Foods, Inc.	Tyson 10214220928	5000	CS	\$19.87	\$0.6410

Proview Foods	Proview 64630	5000	CS	\$58.48	\$0.6498
Rich Chicks	Rich Chicks 23415	5000	CS	\$57.97	\$0.7400

Line 10 Chicken, Chunks - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
Pilgrim's Pride Corporation	Pilgrim's Pride/Goldkist 7518	5000	CS	\$44.98	\$0.4410 c
Tyson Prepared Foods, Inc.	Tyson 10703620928	5000	CS	\$104.72	\$0.8584 c
Gold Creek Foods, LLC	Gold Creek 792401	5000	CS	\$110.89	\$0.8660 a
Proview Foods	Proview 64630	5000	CS	\$82.40	\$0.9156
Rich Chicks	Rich Chicks 23415	5000	CS	\$88.52	\$1.1300
Tyson Prepared Foods, Inc.	Tyson 10214220928	5000	CS	\$35.46	\$1.1439

Line 11 Chicken, Chunks, Spicy - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
Tyson Prepared Foods, Inc.	Tyson 10703720928	5000	CS	\$61.07	\$0.4847 c
Gold Creek Foods, LLC	Gold Creek 792402	5000	CS	\$64.96	\$0.5080 a
Gold Creek Foods, LLC	Gold Creek 792405	5000	CS	\$72.00	\$0.7060
Proview Foods	Proview 64230	5000	CS	\$67.25	\$0.9340

Line 12 Chicken, Chunks, Spicy - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
Tyson Prepared Foods, Inc.	Tyson 10703720928	5000	CS	\$109.86	\$0.8719 c
Gold Creek Foods, LLC	Gold Creek 792402	5000	CS	\$112.17	\$0.8760 a
Gold Creek Foods, LLC	Gold Creek 792405	5000	CS	\$103.50	\$1.0150
Proview Foods	Proview 64230	5000	CS	\$86.52	\$1.2017

Line 13 12353 - Chicken, Stir Fry Kit with Sauce - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
Gold Creek Foods, LLC	Gold Creek 791871, 791872, 791873, 791874	2500	CS	\$68.86	\$0.6090 b
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15555-5 Mandarin Orange Jr.	2500	CS	\$135.33	\$0.7048 b
Asian Food Solutions/Comida Vida (International Food Solutions, Inc.)	Asian Food Solutions 72003 General Tso's	2500	CS	\$127.92	\$0.7268 b
Asian Food Solutions/Comida Vida (International Food Solutions, Inc.)	Asian Food Solutions 72001 Tangerine	2500	CS	\$130.67	\$0.7424 b
Schwan's Food Service, Inc.	Minh 62051 Orange	2500	CS	\$111.63	\$0.7594 b
Asian Food Solutions/Comida Vida (International Food Solutions, Inc.)	Asian Food Solutions 72013 Sriracha Honey	2500	CS	\$135.42	\$0.7694 b
Asian Food Solutions/Comida Vida (International Food Solutions, Inc.)	Asian Food Solutions 72005 Japanese Cherry Blossom	2500	CS	\$135.42	\$0.7694 b
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15563-0 General Tso's	2500	CS	\$148.71	\$0.7745 a
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15550-0 Sweet Thai Chili	2500	CS	\$148.71	\$0.7745 b
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15552-4 Mandarin Orange	2500	CS	\$148.71	\$0.7745 a
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15553-1 Lemon	2500	CS	\$148.71	\$0.7745
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15551-7 Sweet & Sour	2500	CS	\$148.71	\$0.7745
Chef's Corner Foods	Chef's Corner 0111 Mandarin Orange	2500	CS	\$133.00	\$0.7777
Chef's Corner Foods	Chef's Corner 0132 General Tso	2500	CS	\$135.00	\$0.7894

Line 14 12352 - Chicken, Stir Fry Kit with Sauce - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15555-5 Mandarin Orange Jr.	2500	CS	\$160.51	\$0.8360 b
Asian Food Solutions/Comida Vida (International Food Solutions, Inc.)	Asian Food Solutions 72003 General Tso's	2500	CS	\$151.01	\$0.8580 b
Asian Food Solutions/Comida Vida (International Food Solutions, Inc.)	Asian Food Solutions 72001 Tangerine	2500	CS	\$153.76	\$0.8736 b
Asian Food Solutions/Comida Vida (International Food Solutions, Inc.)	Asian Food Solutions 72013 Sriracha Honey	2500	CS	\$158.51	\$0.9006 b
Asian Food Solutions/Comida Vida (International Food Solutions, Inc.)	Asian Food Solutions 72005 Japanese Cherry Blossom	2500	CS	\$158.51	\$0.9006 b
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15563-0 General Tso's	2500	CS	\$173.89	\$0.9057 a
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15550-0 Sweet Thai Chili	2500	CS	\$173.89	\$0.9057 b

<u>Yangs 5th Taste (Out of the Shell, LLC)</u>	<u>Yangs 8-52724-15552-4 Mandarin Orange</u>	<u>2500</u>	<u>CS</u>	<u>\$173.89</u>	<u>\$0.9057^a</u>
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15553-1 Lemon	2500	CS	\$173.89	\$0.9057
Yangs 5th Taste (Out of the Shell, LLC)	Yangs 8-52724-15551-7 Sweet & Sour	2500	CS	\$173.89	\$0.9057
Schwan's Food Service, Inc.	Minh 62051 Orange	2500	CS	\$135.24	\$0.9200
Chef's Corner Foods	Chef's Corner 0111 Mandarin Orange	2500	CS	\$159.04	\$0.9300
Chef's Corner Foods	Chef's Corner 0132 General Tso	2500	CS	\$161.04	\$0.9417
Gold Creek Foods, LLC	Gold Creek 791871, 791872, 791873, 791874	2500	CS	\$138.24	\$1.2230

Line 15 14205 - Pizza, Cheese, Whole Grain, 16" Round - COMMODITY PROCESSED

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
ConAgra Foods, Inc.	The Max 77387-12687	62000	CS	\$43.17	\$0.4500 ^d
Alpha Foods Co. Inc.	Alpha SD162WS	62000	CS	\$39.20	\$0.5444^a
Schwan's Food Service, Inc.	Bid Daddy's 78985	62000	CS	\$44.76	\$0.6217
Nardone Bros Baking Co Inc.	Nardone Bros. 16WFC	62000	CS	\$42.32	\$0.6600
S.A. Piazza & Associates, Inc.	Wild Mike's 15011	62000	CS	\$52.92	\$0.6600
S.A. Piazza & Associates, Inc.	Wild Mike's 20311	62000	CS	\$57.15	\$0.7940
S.A. Piazza & Associates, Inc.	Wild Mike's 16611	62000	CS	\$53.73	\$0.9950

Line 16 14204 - Pizza, Cheese, Whole Grain, 16" Round - COMMERCIAL EQUIVALENT

<u>SUPPLIER</u>	<u>BRAND AND PRODUCT CODE</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>PER SERVING</u>
ConAgra Foods, Inc.	The Max 77387-12687	62000	CS	\$58.00	\$0.6042 ^d
Alpha Foods Co. Inc.	Alpha SD162WS	62000	CS	\$55.80	\$0.7750^a
Schwan's Food Service, Inc.	Bid Daddy's 78985	62000	CS	\$61.36	\$0.8522
Nardone Bros Baking Co Inc.	Nardone Bros. 16WFC	62000	CS	\$57.08	\$0.8900
S.A. Piazza & Associates, Inc.	Wild Mike's 15011	62000	CS	\$71.68	\$0.9000
S.A. Piazza & Associates, Inc.	Wild Mike's 20311	62000	CS	\$74.03	\$1.0280
S.A. Piazza & Associates, Inc.	Wild Mike's 16611	62000	CS	\$66.18	\$1.2260



**Cypress-Fairbanks Independent School District
Nutrition Services Department**

11355 Perry Road
Houston, Texas 77064
281-897-4543

TO: James Briscoe, Director of Procurement Services
FROM: Suzy Hunter, Nutrition Services Director
DATE: 12/12/2024
RE: Commodity Processed Food for Nutrition Services 25-01-3605

The purpose of this memo is to explain the evaluation scoring for the Commodity Processed Food for Nutrition Services 25-01-3605 bid. The vendors awarded have the highest scores per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria includes purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal including, but not limited to, nutritional value, ingredients, pack size, shelf life, minimum shipment amount, domestic availability, frequency of delivery, and lead time. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

The estimated spend for this contract was determined using the most recent contract term, current contract term's monthly average to calculate projected total, plus current inflation rate. The estimated spend was approximately \$4,153,811.00. The estimated expenditure for Commodity Processed Food for Nutrition Services 25-01-3605 is approximately \$5,736,811.00. The estimated spend did not consider new items, which allot for approximately \$2,055,120.00 for this bid award. The new items include commodity processed apples slices and whole bird chicken items.

If you have any questions, please contact the Nutrition Services Department.

Sincerely,

Suzy Hunter

Suzy Hunter
Nutrition Services Director



To: Darin Crawford
Assistant Superintendent for Support Services

From: Suzy Hunter
Nutrition Services Director

Date: December 12, 2024

Re: Steamer and Oven for Nutrition Services
Contract #25-01-3971

The following bids were received and opened at 1:00 p.m., Friday, December 6, 2024, as advertised and specified in documents concerning **Contract #25-01-3971 Steamer and Oven for Nutrition Services**. The bids received are located on page 2.

^a Overall best value to the District.

Recommendation: Chef's Deal Restaurant Equipment Co.
Hubert Company, LLC

Estimated Expenditure: \$96,141.94

Contract Term: January 17, 2025 - January 16, 2026

pm

Line 1 Steamers Natural Gas Connected - 2 Double Stacked - Stand-Mounted 6 Pan

<u>SUPPLIER</u>	<u>MANUFACTURER/MODEL</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Hubert Company, LLC	Accutemp/N61201E060 DBL	3	EA	\$23,777.00	\$71,331.00 ^a
Chef's Deal Restaurant Equipment Co.	Accutemp/N61201E060 DBL	3	EA	\$24,235.61	\$72,706.83
Trimark USA, LLC	Accutemp/N61201E060 DBL	3	EA	\$24,490.82	\$73,472.46
Grady's Foodservice Equipment & Supplies	Accutemp/N61201E060 DBL	3	EA	\$24,500.62	\$73,501.86
Mission Restaurant Supply	Accutemp/N61201E060 DBL	3	EA	\$24,753.00	\$74,259.00
Tari INC.	Cleveland/(2)22CGT66.1	3	EA	\$24,772.81	\$74,318.43
Kommerical Kitchens	Cleveland/(2)22CGT66.1	3	EA	\$24,975.00	\$74,925.00
Commercial Kitchens	Accutemp/N61201E060 DBL	3	EA	\$25,480.00	\$76,440.00
Culinary Depot	Accutemp/N61201E060 DBL	3	EA	\$25,725.65	\$77,176.95
Sam Tell & Son Inc	Accutemp/N61201E060 DBL	3	EA	\$26,285.30	\$78,855.90
Douglas Equipment	Cleveland/(2)22CGT66.1	3	EA	\$26,298.95	\$78,896.85
Pasco Brokerage, Inc.	Accutemp/N61201E060 DBL	3	EA	\$26,538.00	\$79,614.00
Tari INC.	Accutemp/N61201E060 DBL	3	EA	\$26,538.04	\$79,614.12
Oswalt Restaurant Supply	Accutemp/N61201E060 DBL	3	EA	\$26,613.36	\$79,840.08
Associated Food Equipment and Supplies	Accutemp/N61201E060 DBL	3	EA	\$26,681.00	\$80,043.00
Ace Mart Restaurant Supply co	Accutemp/N61201E060 DBL	3	EA	\$27,296.27	\$81,888.81
TOCA LLC	Accutemp/N61201E060 DBL	3	EA	\$29,777.18	\$89,331.54

Line 2 Impinger Natural Gas Conveyorized Oven - Double Deck

<u>SUPPLIER</u>	<u>MANUFACTURER/MODEL</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Chef's Deal Restaurant Equipment Co.	Lincoln/1180-2G	1	EA	\$24,810.94	\$24,810.94 ^a
Grady's Foodservice Equipment & Supplies	Lincoln/1180-2G	1	EA	\$25,991.03	\$25,991.03
Culinary Depot	Lincoln/1180-2G	1	EA	\$26,126.06	\$26,126.06
Trimark USA, LLC	Lincoln/1116-000-U	1	EA	\$26,432.02	\$26,432.02
Hubert Company, LLC	Lincoln/1116-000-U	1	EA	\$26,539.62	\$26,539.62
Douglas Equipment	Lincoln/1116-000-U	1	EA	\$26,606.15	\$26,606.15
Mission Restaurant Supply	Lincoln/1116-000-U	1	EA	\$27,759.00	\$27,759.00
Tari INC.	Lincoln/1116-000-U	1	EA	\$27,759.43	\$27,759.43
Sam Tell & Son Inc	Lincoln/1180-2G	1	EA	\$28,053.79	\$28,053.79
Kommerical Kitchens	Lincoln/1116-000-U	1	EA	\$28,188.00	\$28,188.00
Oswalt Restaurant Supply	Lincoln/1116-000-U	1	EA	\$28,412.49	\$28,412.49
Pasco Brokerage, Inc.	Lincoln/1116-000-U	1	EA	\$28,526.00	\$28,526.00
Ace Mart Restaurant Supply co	Lincoln/1116-000-U	1	EA	\$28,567.92	\$28,567.92
TOCA LLC	Lincoln/1116-000-U	1	EA	\$30,545.73	\$30,545.73
Associated Food Equipment and Supplies	Lincoln/1116-000-U	1	EA	\$31,051.00	\$31,051.00

^a HEB Grocery Company disqualified. No pricing was provided. Did not meet bid conditions.



**Cypress-Fairbanks Independent School District
Nutrition Services Department**

11355 Perry Road
Houston, Texas 77064
281-897-4543

TO: James Briscoe, Director of Procurement Services
FROM: Suzy Hunter, Nutrition Services Director
DATE: 12/12/2024
RE: Steamer and Oven for Nutrition Services 25-01-3971

The purpose of this memo is to explain the evaluation scoring for the Steamer and Oven for Nutrition Services 25-01-3971 bid. The vendors awarded have the highest scores per line based on the weighted criteria included in the solicitation. The weighted criteria were developed to maintain compliance with the United States Department of Agriculture regulations for federal programs.

Weighted criteria include purchase price, reputation of the vendor and vendor's goods or services, quality of the vendor's goods or services, extent to which the goods or services meet the needs of the District, and any other relevant factors specifically listed in the request for bid or proposal. The evaluating committee was comprised of our own internal procurement professionals and other relevant Nutrition Services staff.

If you have any questions, please contact the Nutrition Services Department.

Sincerely,

A handwritten signature in black ink that reads "Suzy Hunter". The signature is written in a cursive, flowing style.

Suzy Hunter

Nutrition Services Director

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Appeal of
Employment Actions**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period in accordance with DCE(LEGAL).

**AR-Termination
During Contract
Term**

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Definitions

Family

The term “immediate family” is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

To confirm a family relationship, the District may require the employee using leave to provide reasonable documentation, such as a child’s birth certificate, a marriage license, a court order, or a sworn statement from the employee.

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full time or part time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a life-threatening condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time and, if applicable, vacation days, earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

Line of Duty Eligible Action

An eligible action taken in the line of duty for the purposes of Law Enforcement Line of Duty Leave is defined as a reasonable, lawful, and authorized law enforcement action required by or authorized because the employee is a commissioned police officer on duty for the District. An eligible action does not include illness or injury resulting from routine or administrative duties not specific to law enforcement that occur during the course of employment.

Availability

In accordance with administrative regulation DEC(REGULATION), the District shall make state personal leave and local leave for the current year available for use at the beginning of the fiscal year.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Earning Local Leave An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions
Leave Without Pay The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

Leave Proration
*Employed for
Less Than Full
Year* If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

Recording The following is provided to allow for absences of less than a full day for professional employees:

1. If a professional employee is absent more than three instructional periods or three hours of the day, he or she shall be charged with a full leave day of absence.
2. If a professional employee is absent two or three instructional periods, he or she shall be charged with one-half leave day of absence from duty.
3. Conference or planning periods shall be counted as periods of employment.
4. For the purpose of this provision, elementary schools and support facilities may use hours in the workday in lieu of instructional periods.

The following is provided to allow for absences of less than a full day for hourly and paraprofessional employees:

1. If a paraprofessional employee is absent in excess of 50 percent of his or her workday, the absence shall be charged as one full leave day.
2. If a paraprofessional employee is absent up to 50 percent of his or her workday, the absence shall be charged as one-half leave day.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

3. If an hourly employee is absent a portion of his or her work-day, the employee shall be charged for the absence on an hourly basis.

If an employee is taking intermittent Family and Medical Leave Act (FMLA) leave, leave shall be recorded in one-hour increments.

Order of Use

Earned compensatory time shall be used before any available paid state and local leave or vacation. [See DEAB]

Unless an employee requests a different order for leave or vacation, available paid leave and vacation shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995-96 school year.
3. Vacation, if applicable.
4. State personal leave.

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use compensatory time and paid leave concurrently with FMLA leave. Temporary disability leave shall apply after FMLA leave is exhausted.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the reason for absence if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

State Personal Leave The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Discretionary Use Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

Limitations

Request for Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes. Discretionary use of state personal leave shall be granted on a first-come, first-served basis on each campus or within each department.

Duration of Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays except when used under the student teaching leave provisions for paraprofessional and ancillary employees.

Local Leave

All employees shall earn five paid local leave days per school year, in accordance with administrative regulation DEC(REGULATION), for the first 187 workdays of employment.

Employees in positions requiring more than 187 workdays per year shall earn additional local leave days, in accordance with administrative regulation DEC(REGULATION).

Local leave shall accumulate without limit.

Local leave may be used under the student teaching leave provisions for paraprofessional and ancillary employees.

Unless expressly stated otherwise in this policy, local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year. [See DEC(LEGAL)]

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and vacation, if applicable.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

**Emergency Closure
Leave**

All eligible employees shall receive 10 leave days of emergency closure leave per fiscal year, in accordance with administrative regulation DEC(REGULATION). Emergency closure leave shall not carry over beyond the fiscal year in which it is allocated. Emergency closure leave may only be used if the Superintendent, in accordance with EB(LOCAL), has closed the District, individual campus(es), or facility as a result of a local, regional, or national disaster, epidemic, or other emergency condition resulting in the unplanned closure of the District, individual campus(es), or facility.

**Compensation
During Closure**

Employees who are required to work during an emergency closure of the District or their respective campus(es) or facility shall be compensated in accordance with DEA(LOCAL) and DEA(REGULATION).

Parental Bonding

Local leave and/or state non-discretionary personal leave to a maximum of 10 leave days may be used by an employee for bonding with a child 12 months of age or younger. Paid leave for bonding shall not be granted in conjunction with the provisions of paid leave for adoption or foster care placement for more than a total of 30 days of paid leave. Use of paid leave for parental bonding under

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

this paragraph shall run concurrently with leave under the FMLA, if applicable.

Adoption / Foster Care

Local leave and/or state non-discretionary personal leave to a maximum of 30 leave days may be used for primary care of an adopted child or for the placement of a child with the employee for foster care if the child is 60 months of age or younger. If both parents of the child are employed by the District, the District shall permit combined paid leave for this purpose to a total of 30 days. Use of paid leave for adoption/foster care under this paragraph shall run concurrently with leave under the FMLA, if applicable.

Mental Health Leave

An employee is eligible for up to three days of mental health leave through administrative leave with pay, granted in response to a traumatic event that occurred in the scope of the employee's employment with the District, as defined in DEC(REGULATION). Mental health leave is provided without a deduction in salary or other leave. Requests for mental health leave must be submitted in writing to the employee's immediate supervisor within seven calendar days of the traumatic event. Mental health leave requests shall be treated with confidentiality.

Assault Leave

An eligible employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary to recuperate from all physical injuries sustained as a result of the assault, for up to two (2) years from the date of injury. A District employee is physically assaulted if the person engaging in the conduct causing injury to the employee:

1. Could be prosecuted for assault; or
2. Could not be prosecuted for assault only because the person's age or mental capacity makes the person not responsible for purposes of criminal liability.

Assault Leave runs concurrent with any other eligible leave.

An employee is considered recuperated from physical injuries sustained once the employee can return to duty with or without accommodations, unless doing so would worsen an injury or additional leave would facilitate the healing process.

Communicable Disease Leave for Peace Officers

A commissioned peace officer employed by the District as a police officer pursuant to CKE(A)(LOCAL) is eligible for quarantine or isolation leave if the officer in the scope of employment is:

1. Exposed to or contracts a communicable disease defined as a notifiable condition by the Texas Department of State Health Services in Title 25 of the Texas Administrative Code Section 97.3; and

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

2. Is ordered by the chief of police or the Harris County Public Health Department to quarantine or isolate as a result of the notifiable condition. The communicable disease leave for District police officers under this provision is provided without a deduction in salary or other leave.

If a District police officer is ordered to quarantine by the Harris County Public Health Department under this provision, the officer is eligible for reimbursement for reasonable costs of lodging and meals for the ordered quarantine in accordance with DEC(REGULATION) and District policy.

**Law Enforcement
Line of Duty Leave**

A commissioned peace officer employed by the District as a police officer pursuant to CKEA (LOCAL) is eligible for Law Enforcement Line of Duty Leave for physical illness or injury resulting from an eligible action taken while on duty. For up to one year, days of Law Enforcement Line of Duty Leave may not be deducted from the officer's personal leave. In the event an officer also qualifies for Assault Leave under this policy, the officer will also be placed on assault, which shall run concurrently with Law Enforcement Line of Duty Leave.

Following exhaustion of Law Enforcement Line of Duty leave, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. However, the officer may utilize and any other eligible leave for which the officer qualifies under this policy (i.e., Assault Leave) or use accumulated personal leave and in accordance with DEC(REGULATION). Injuries or illness resulting from routine or administrative duties not specific to a law enforcement action that occur during employment may be covered by other leave or benefit entitlements for which the officer qualifies and is eligible.

Other Absences

Any other release time granted or approved days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD]

**Family and Medical
Leave**

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Twelve-Month
Period

Combined Leave for
Spouses

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Intermittent or
Reduced Schedule
Leave

The District shall not permit the use of intermittent or reduced schedule FMLA leave for the care of a newborn child or the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]

Certification of
Leave

If an employee requests or is placed on leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]

When the need for leave is foreseeable, the employee must return the completed medical certification to the human resources department within 15 calendar days of receiving the form. The health-care provider must describe the appropriate medical facts regarding the person's health condition. Failure to return the forms on a timely basis, or submission of incomplete forms, may result in a delay or denial of leave and could result in the employee's absence being designated as unexcused and unprotected.

The employee shall provide subsequent medical certification every 30 days except as provided by FMLA regulations.

Fitness-for-Duty
Certification

If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

The medical certification shall contain a statement about the employee's ability to perform essential job functions. Failure to provide the certification may result in a delay or denial of restoration of employment. The costs associated with obtaining the certification shall be the employee's responsibility. The fitness-for-duty requirement shall not apply to employees returning from intermittent or reduced schedule leave.

An employee shall give notice of the intent to return to duty before expiration of the FMLA leave. The employee ordinarily shall give notice two business days before his or her projected date of return in order to minimize potential workplace disruption and to allow for the smooth transition of assignments from other employees to the returning employee.

End-of-Semester
Leave

If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester]

Failure to Return

If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Temporary Disability
Leave**

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave. The employee shall provide medical documentation of the need for leave.

A contract employee on temporary disability leave shall notify the Superintendent or designee of the desire to return to active duty at least 30 days prior to the expected date of return. The notice must include a fitness-for-duty certification.

A contract employee returning from temporary disability leave during the last month of service of a contract period must return a minimum of 10 workdays prior to the end of the contract period.

Contract
Employees—
Certified Educators

Any full-time contract employee whose position requires educator certification by the State Board of Educator Certification (an "educator") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, have been exhausted, whichever is greater.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An educator returning to active duty after a leave of absence for temporary disability is entitled to an assignment at the school where the educator formerly taught, subject to the availability of an appropriate teaching position. In any event, the educator shall be placed on active duty no later than the beginning of the next school year. A principal at another location may voluntarily approve the appointment of an educator who wishes to return from leave of absence. However, if no other principal approves the assignment of the educator by the beginning of the next school year, the District must place the educator at the school where the educator formerly taught or was assigned.

Contract Employees
—Noncertified
Positions

Other full-time contract employees (a "full-time employee") shall be eligible for temporary disability leave as stated herein. The maximum length of temporary disability leave shall be 180 calendar days or until all paid leave and vacation days, if any, have been exhausted, whichever is greater.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]

The District shall make an effort to place a full-time employee returning to active duty after a leave of absence for temporary disability in an assignment at the school or work location where the full-time employee formerly worked, subject to the availability of the same or a similar position. In any event, the full-time employee shall be placed on active duty no later than the beginning of the next school year; however, the assignment may not be in the same or a similar position.

Noncontract
Employees

The District may grant a noncontract employee a leave of absence for temporary disability for a maximum of 60 workdays per 12-month period or until all paid leave is exhausted, whichever is greater. A 12-month period is measured backward from the date the employee was granted temporary disability.

The Superintendent or designee shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent or designee upon review of the medical documentation and/or in consultation with the physician who has performed a medical exam, the employee's condition interferes with the performance of regular duties. [See DBB(LOCAL)]

A noncontract employee returning to active duty after a leave of absence for temporary disability shall be assigned to his or her former position, subject to the availability of the position. In the event the former position is no longer available, the employee shall be assigned to the first available comparable or similar position. If a comparable or similar position does not become available within six weeks from the employee's request to return to active duty, the District shall have no further obligation to return the employee to duty; and the employee's employment shall be terminated.

A noncontract employee unable or unwilling to return to work at the conclusion of temporary disability leave and exhaustion of all available leave shall be terminated.

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use accumulated paid leave instead of receiving weekly income benefits.

An employee choosing to use paid leave shall not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-injury or pre-illness wage. If the employee does not elect to use paid leave, the employee shall receive workers' compensation wage benefits only, which may not equal his or her pre-injury or pre-illness wage.

Jury Duty

An employee shall be granted leave with pay and without loss of paid leave for jury duty. The employee shall be required to present documentation of the service and shall be allowed to retain any compensation for this service.

**Other Court
Appearances**

An employee shall be granted leave with pay and without loss of paid leave for absences due to compliance with a valid subpoena in the following circumstances:

1. The employee, who is not a party to the litigation, is ordered to appear in a legal proceeding pursuant to a lawfully issued subpoena, in accordance with law. [See DEC(LEGAL)]
2. The employee is a defendant in a lawsuit based on actions taken in the course and scope of his or her employment, and the employee is requested by the District's legal counsel to participate in activities and proceedings related to the defense of the lawsuit.
3. The employee is not a party to a lawsuit involving the District but is otherwise requested by the District's legal counsel to provide information, assistance, or testimony in connection with litigation involving the District.

An employee who is a party to non-District litigation or legal proceedings and is absent due to activities and/or proceedings related to the litigation or legal proceedings must use available state personal leave for the absence.

**Professional Study
Leave**

At the recommendation of a professional employee's principal or supervisor and the Superintendent, a leave of absence without pay may be granted by the Superintendent or designee for up to one contract year for the purposes of pursuing education study or research that are deemed beneficial to the District. The employee

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

must have been employed by the District for at least three years and hold a term or continuing contract with the District to be eligible to apply.

Return to employment in the position or at the site employed prior to the leave is not guaranteed by the District or the employee. Upon presentation to the District of acceptable documentation of fulfillment of the leave, an employee returning to the District from a professional study leave to the same type of position held immediately prior to the leave shall retain previously accumulated unused local leave, contract status earned in the position held immediately prior to the leave, and career ladder status, if any, in the position held immediately prior to the leave.

**Paraprofessional /
Ancillary Employee
Leave for Student
Teaching**

At the recommendation of a paraprofessional/ancillary employee's principal or supervisor, the Superintendent or designee may grant a leave of absence with or without pay for one semester as identified on the current District school calendar for the purpose of student teaching. Student teaching is defined as on-campus classroom teaching at a District school under the direction of a university supervisor and cooperating teacher.

The paraprofessional/ancillary employee must have been employed by the District for at least three years and be currently enrolled in a program of study leading to a bachelor's degree, teacher certification, and qualification for highly qualified status under federal law.

The District shall not guarantee a return to employment in the same position or at the site employed prior to the leave. A paraprofessional/ancillary employee returning to the District from this leave shall be assigned to a comparable paraprofessional/ancillary position unless selected for a teaching position.

**Reimbursement of
Leave Upon
Retirement**

An employee eligible to earn paid leave benefits shall be reimbursed for earned accumulated local leave, state sick leave, and state personal leave if the employee is eligible to retire under the regulations of the Texas Teacher Retirement System (TRS) and submits a letter of resignation giving notice of retirement from the District.

For an employee whose local, state sick, and state personal leave days have been accumulated on less than a full-day (seven-hour) work schedule, leave days shall be converted to full-day equivalents for this benefit.

The following guidelines shall apply:

1. An eligible employee is defined as one who is eligible to retire and receive a standard annuity that is not reduced for early

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

retirement under the TRS Program. If an employee meets the criteria to retire under TRS and another state system, and elects the other retirement system, the employee is eligible for reimbursement of earned accumulated leave upon retirement.

2. Maximum benefits shall only be paid to employees who have been employed by the District for 10 years prior to retirement. Employees who have been employed five to nine years may draw 50 percent to 90 percent of the maximum benefit, respectively.
3. The one-time maximum benefit to an employee shall be \$125 for each unused day of local leave, state sick leave, and state personal leave, not to exceed a maximum of 150 days.
4. This benefit shall be paid to employees who submit their resignation with the intent to retire either:
 - a. At the completion of the semester as identified in the current school calendar; or
 - b. At the completion of their annual work calendar year.

The last professional day in each semester for teachers may serve as the end of the semester for hourly employees for purposes of retirement and payment of this benefit. An eligible employee who has not completed a full semester as identified by the current school calendar or completed his or her annual work calendar because of medical conditions certified in writing by a physician shall be paid for his or her accumulated leave balance. Benefits shall be paid in the month following the retirement date.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with [the DIA series](#).
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with [the DIA series](#).
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with [the DIA series](#).
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with [the CKE series](#).
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.</p> <p>[See DG]</p>
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the next level supervisor. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery; electronic communication, including email and fax; or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may dismiss the complaint.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

	<p>If the complaint is dismissed, it may be refiled, but only if within the time period for filing a complaint.</p>
Response	<p>At Levels One, Two and Three, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean District business days in accordance with the complainant's work calendar. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
Representative	<p>"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process regardless of the employee's representation.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may in its sole discretion consolidate the complaints.</p> <p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiled is within the designated time for filing.</p>
Audio Recording	As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p> <p>The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.</p>

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the appropriate central office administrator.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information that the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator.

The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The Level Three administrator shall schedule a conference within ten days after the notice appeal is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

The Level Three administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes shall help resolve the complaint.

Level Four

If the employee did not receive the relief requested at Level Three or if the time for a response has expired, the employee may appeal the decision to the Board.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

The appeal notice shall be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response, or if no response was received, within ten days of the Level Three response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint shall be on the agenda for submission to the Board.

The Superintendent or designee shall provide the Board the record of the Level Three appeal. The employee may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

The District shall determine whether the complaint shall be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

**Education Code
Chapter 26**

Definitions

Parent

For purposes of Chapter 26 of the Education Code, a parent includes a person standing in a parental relation who is listed as a parent or legal guardian in the records of the District. The term does not include a person as to whom the parent-child relationship has been terminated or a person not entitled to possession of or access to a child under a court order. *Education Code 26.002*

Biological Sex

In accordance with law, a person's biological sex is identified on the person's official birth certificate provided the statement was:

1. Entered at or near the time of the person's birth; or
2. Modified only to the extent necessary to correct any type of scrivener or clerical error in the person's biological sex.

[See Birth Certificate Statement in FM(LEGAL)]; *Education Code 33.0834*

Gender Fluidity

Any belief, theory, or ideology that:

1. Espouses the view that gender is merely a social construct; and/or
2. Espouses the view that it is possible for a person to be any gender or no gender (i.e., non-binary).

Gender Identity

Any belief, theory, or ideology that:

1. Espouses the view that an individual's biological sex is different from that person's biological sex or should be changed to "match" a gender different from that person's biological sex; and/or
2. Supports hormone therapy or other medical treatments or procedures to temporarily or permanently alter a person's body so that it "matches" a gender different from that person's biological sex.

Parental Authority

Parents have the ultimate responsibility and role to guide the beliefs and protect the health and well-being of their children.

A parent has the right to full information concerning their student except as limited by law. An attempt by any District employee to encourage or coerce a student to withhold information from their parent is grounds for disciplinary action. *Education Code 26.008, 26.0085*

PARENT RIGHTS AND RESPONSIBILITIES

FA
(LOCAL)

	<p>Except as limited by law, a parent is entitled to access all records of the District concerning the parent's child, including health and immunization information, teacher and school counselor evaluations, reports of behavioral patterns, and other items. <i>Education Code 26.004</i> The District may only withhold information from a parent to the extent authorized by law, and only to the extent reasonably necessary. <i>Family Code 32.004</i></p>
Biological Sex-Specific Spaces	<p>The District shall not diagnose or treat gender dysphoria. Parents have the right to determine when and if to seek professional psychological, psychiatric and/or medical support for their children related to gender dysphoria. <i>Tex. Att'y Gen. Op. No. KP-0401 (2022)</i></p> <p>District schools shall maintain sex-segregated restrooms, locker rooms and other similar facilities designated for and used only by persons based on the person's biological sex in accordance with CS (Local).</p>
	<p>Except as provided below, an interscholastic athletic team sponsored or authorized by the District may not allow a student to compete in an athletic competition sponsored or authorized by the District that is designated for the biological sex opposite to the student's biological sex.</p> <p>An interscholastic athletic team sponsored or authorized by the District may allow a female student to compete in an interscholastic athletic competition that is designated for male students if a corresponding interscholastic athletic competition designated for female students is not offered or available. <i>Education Code 33.096; Tex. Att'y Gen. Op. No. KP-0396 (2021)</i></p>
Accommodation Plans	<p>Overnight travel accommodations related to team sports and other extracurricular activities requiring hotel rooms will be separated based on biological sex.</p> <p>In the event a student or a student's parent specifically requests or directs the use of specific pronouns for the student, District staff shall review and consider the request with the student and parent together and create a written plan for the student providing reasonable accommodations. In the event District staff indicate that a student's accommodations interfere with a sincerely held belief, the staff member may request a reasonable accommodation through the Human Resources department.</p> <p>Except to the extent prohibited by law or in cases of suspected abuse, District staff will notify parents if their child requests a reasonable accommodation related to use of the student's legal name or use of different pronouns from student's biological sex at school,</p>

	as part of the interactive dialogue process to create reasonable accommodations for the student.
Gender Identity or Fluidity Materials	<p>No course of instruction, unit of study, materials, instructional materials, or any other curricular or District-sponsored extracurricular offerings shall adopt, support, or promote gender identity or fluidity as part of any District instruction. This prohibition also includes any library or instructional materials that a teacher or administrator might seek to provide to any student, including any situation in which a teacher or administrator would allow a student to “borrow” such library or instructional materials from the District staff member’s private collection. Any library or instructional materials accessible in any way to students must be in compliance with EFA (Local) and EFB (Local).</p> <p>No District staff will instruct, refer, or otherwise guide any student to any Internet website, chat room, or other online forum for publication for instruction or other information regarding gender identity or fluidity, unless such website, chat room, or other online forum has been approved for use in the District’s instructional materials. [See EFA]</p>
Information Collection <i>Surveys</i>	<p>Parental Consent for Surveys</p> <ol style="list-style-type: none">1. District staff will not survey students without affirmative parental consent.2. Upon request, any survey proposed for student completion must be provided to a student’s parent or guardian for review prior to administration to a student.3. A completed survey by a student must be made available to the student’s parent or guardian upon request.

Health I High School Course Recommendation

Board Meeting
January 13, 2025



Texas Education Code 28.004

A school district must consider the recommendations of the local School Health Advisory Council before making changes to the district's health education instruction.



November 14th Meeting



Tasked with providing a recommendation to the Board



Provided relevant information about the high school Health I course



Shared the parent and student survey questions

December 3rd Meeting



Survey results shared



Question and answer session



Member discussion

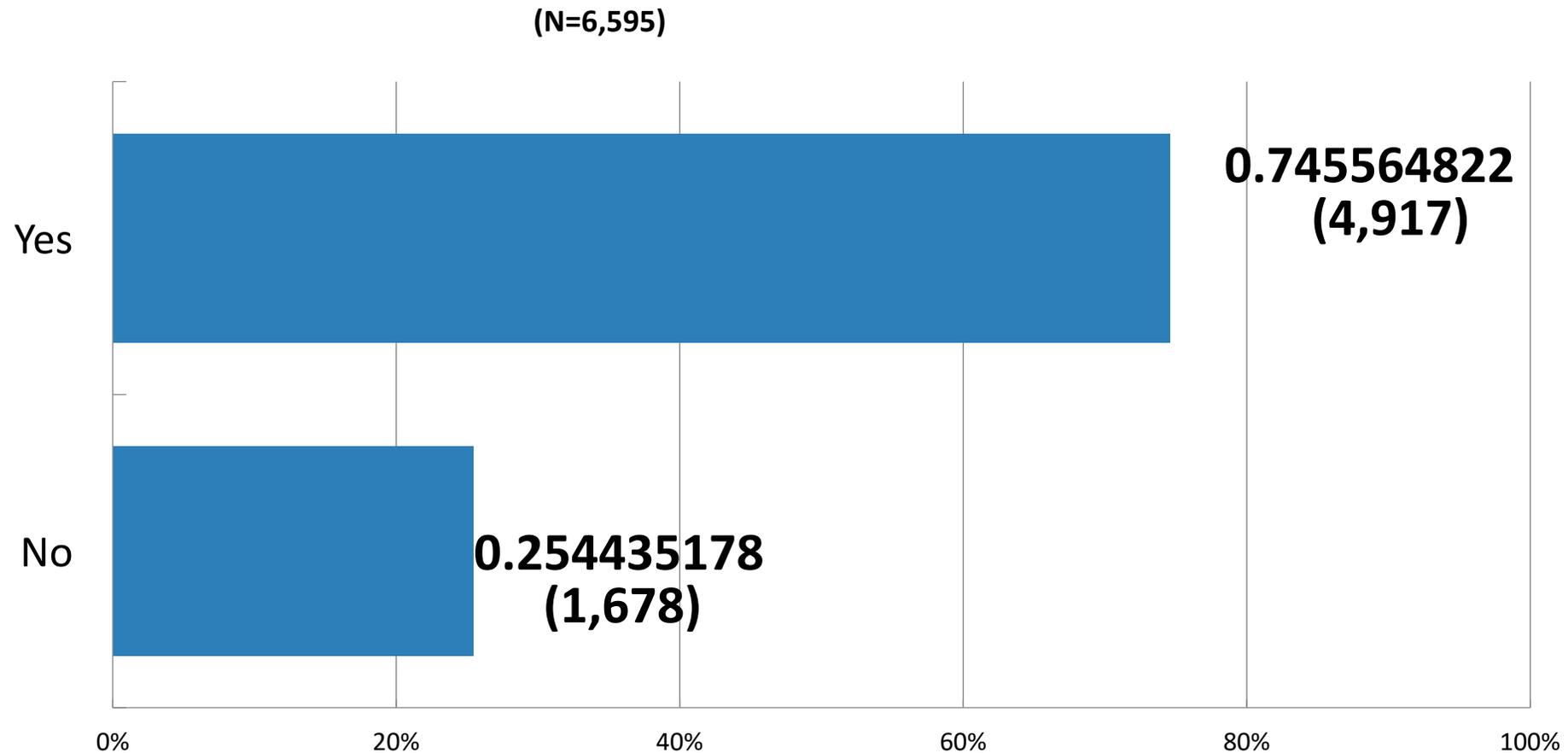


Voted on a recommendation for the Board of Trustees

Survey Results – All Parents

Do you support CFISD keeping high school health as a graduation requirement?

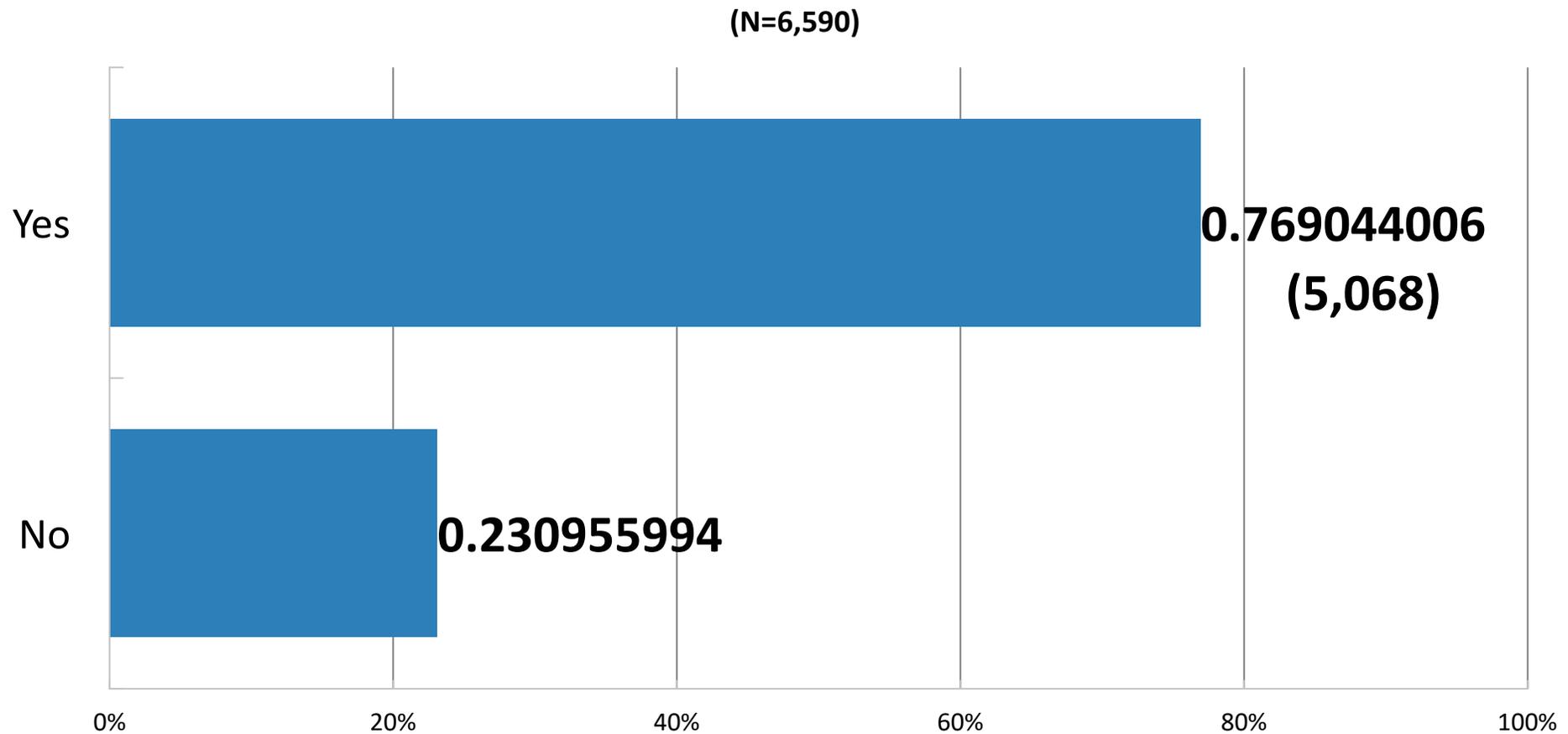
Survey Results – All Parents



Survey Results – All Parents

Do you support CFISD offering high school health as an elective?

Survey Results – All Parents



Survey Results – All Students

Do you support CFISD keeping high school health as a graduation requirement?

Survey Results – All Students

(N = 33,686)

(19,931)

(13,755)

Survey Results – All Students

Do you support CFISD offering high school health as an elective?

Survey Results – All Students

(6,968)

Recommendation

The School Health Advisory Council's recommendation is to eliminate the high school health as a graduation requirement and offer the course as an elective.

Questions?
