

APPLICATION AND CONTRACT
FOR ESTABLISHMENT OF A JUNIOR RESERVE OFFICERS' TRAINING CORPS
For use of this form, see AR 145-2; the proponent agency is DCSPER

Form Approved
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APPLICATION

By direction of the governing official of _____
(Name of School System / District)

(City, State, Zip Code)

the establishment of a unit of the Junior Army Reserve Officers' Training Corps under the provisions of section 2031, Title 10, United States Code at

(Complete Name and Address of School)

CONTRACT

1. Contingent upon the acceptance of the above application and conditioned upon the fulfillment of all promises enumerated in paragraph 2 following, the Secretary of the Army agrees as follows:

a. To establish a Junior unit of the Army Reserve Officers' Training Corps (JROTC) at the school named above.

b. To assign such military personnel as the Army may deem necessary for the proper administration and conduct of the Junior ROTC unit at this school and to pay the statutory compensation to such personnel from Department of the Army appropriations.

c. To provide for use in the Junior ROTC unit such available government property as may be authorized by law and applicable tables of allowances;

2. Contingent upon the acceptance of this application by the Secretary of the Army, and conditioned upon the fulfillment of the promises enumerated in paragraph 1 above, the governing authorities of this school agree as follows:

a. To provide appropriate academic credit applicable toward graduation for a course of instruction as prescribed by the Secretary of the Army, which will be _____ required, or _____ elective.

b. To conduct the following type of JROTC training:
_____ (1) Academic track; _____ (2) Technical track; and _____ (3) To establish the unit as a _____ single unit, or _____ a part of a multiple unit system; and to establish the unit as a 3year _____, or 4 year _____ program; and to establish the unit as a Class High School (HS) _____ or a Military Institute (MI) _____.

c. To make available for use by the Junior ROTC unit necessary and adequate classrooms, administrative offices, office equipment, storage space, drill area, and other required facilities, and to pay the costs of utilities and maintenance thereof. To make available in the Junior ROTC administrative office a telecommunications line suitable for voice transfer, Internet connectivity, and data transfer and to pay the costs of installation and maintenance thereof to include phone calls (local and official long distance).

d. To employ certified instructors authorized and approved by the Army to administer the Army approved courses, (a minimum of one officer and one noncommissioned officer per unit). Contract periods will be negotiated to permit year round management of the program and control of government property. Instructor contracts may be extended up to 21 days to allow instructors to attend JCLC camp. These extensions will be approved on a case-by-case basis. School authorities agree to pay retired Army JROTC instructors in accordance with applicable federal law and regulations. Schools are encouraged to reimburse the Junior ROTC instructors on a comparable scale as other teachers employed at the school. Schools will ensure that instructors are provided liability insurance to the same extent and

in a like manner as such insurance is provided to other teachers and coaches through the school for school sponsored activities or duties (including extra-curricular activities, i.e., annual encampments, adventure training, drill competitions, marksmanship competitions, etc). Schools will provide Junior ROTC Cadets insurance to the same extent and in like manner as provided other students (including extra-curricular activities).

e. To request from CG, U.S. Army Cadet Command permission to hire, by name and position, the individuals to be employed as the Senior Army Instructor and Army Instructor.

f. To appoint a military property specialist (MPS) who is not on active duty with the Army and who will be empowered to requisition, stock, and account for government property issued to the school and otherwise to transact matters pertaining thereto, for and in behalf of the school. If this duty is assigned to a retired Army individual who is also employed as a Junior ROTC instructor, that person will be provided a minimum of one class period daily, in addition to their planning period, to complete MPS requirements.

g. To notify the CG, U.S. Army Cadet Command of the name and position of the individual designated as military property specialist.

h. To conform to the current laws and regulations relating to issue, care, use, safekeeping, turn-in, and accounting for such government property as may be issued to the school.

i. To comply with provisions of law, and the regulations of the Secretary of the Army, pertaining to the furnishing of a bond and/or insurance to cover the value of all government property issued to the school, except expended articles, and supplies properly expended in operations, maintenance, and instruction.

j. To maintain an enrollment in the institution of not less than 100 physically fit students (or 10% of the eligible student population, whichever is less) who are in a grade above the 8th grade.

k. To adhere to a policy of nondiscrimination on the basis of race, religion, color, gender, sex, marital status, political affiliation, physical ability, nation origin, sexual orientation or status as apparent, with respect to admission or subsequent treatment of students and instructors.

l. To require instructors to wear Army uniforms to accomplish Junior ROTC duties and maintain Army standards of physical fitness, appearance, and height and weight. Any additional duties given to instructors while in uniform will be appropriate and in no way demean the individual, the uniform, or the U.S. Army.

m. To encourage and support the professional development of Junior ROTC instructors and permit attendance at U.S. Army sponsored orientation, refresher training, workshops, and conferences.

n. To assist the Army in determining the quality of instruction by evaluating the performance of instructors.

o. To conform to the regulations of the Secretary of the Army relating to the conduct of the Junior ROTC.

3. It is mutually understood and agreed as follows:

a. That this contract shall become effective when the authorities of this school have been notified officially that the Army has approved the establishment of a Junior ROTC unit on the date specified.

b. That the Army shall have the right at any time to withdraw approval and authorization of any personnel employed by the school pursuant to paragraph 2d above. Such withdrawal of authorization of any personnel employed by the school pursuant to paragraph 2d above will require the decertification of the individual from the Junior ROTC program.

c. That this contract may be terminated in the following manner:

(1) At any time, by mutual consent and agreement of both parties.

(2) Upon the giving of one year's notice of such intent to terminate by either party.

(3) If the Junior ROTC unit is placed on probation pursuant to regulations prescribed by the Army.

(a) This contract will terminate at the end of one year from the date the unit was placed on probation, unless the reason for such probationary status has been removed to the satisfaction of the Army prior to such expiration.

(b) For enrollment, if the JROTC unit is in at least its third year of operation and does not satisfy the enrollment requirements in 2j above, the unit will be immediately placed on probation. If enrollment requirements are not met within 30 days of the beginning of the next school year, the contract will be terminated at the end of that school year.

4. This contract supersedes all existing contracts between the Department of the Army and the school pertaining to this matter.

FOR THE SCHOOL

| | | |
|----------------------|-----------|------|
| TYPED NAME AND TITLE | SIGNATURE | DATE |
|----------------------|-----------|------|

FOR THE SECRETARY OF THE ARMY

| | | |
|----------------------|-----------|------|
| TYPED NAME AND TITLE | SIGNATURE | DATE |
|----------------------|-----------|------|

THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT

AGREEMENT REGARDING FACILITIES TO BE PROVIDED FOR THE USE OF THE ARMY RESERVE OFFICERS' TRAINING CORPS PROGRAM, WITHOUT EXPENSE TO THE DEPARTMENT OF THE ARMY

The authorities of the above-named institution agree that the facilities specified below shall be furnished for the use of the Army JROTC program, without expense to the Department of the Army (phrases such as "as needed", "as required", etc., will not be used in describing the following):

| 1. OFFICES | | | | 2. STORAGE ROOMS | |
|--------------|------|---------------------------|------------------------|------------------|------------------------|
| NO. OF ROOMS | SIZE | BUILDING IN WHICH LOCATED | EXCLUSIVE OR JOINT USE | NO. OF ROOMS | EXCLUSIVE OR JOINT USE |
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NOTE: Storage rooms, particularly for clothing and small articles of equipment, must be adequately lighted and ventilated and provided with shelving, cabinets, and locked arms racks. Windows must be securely barred and doors reinforced and fitted with cylinder locks.

3. CLASSROOMS

| NO. OF ROOMS AND BUILDING | SEATING CAPACITY | EXCLUSIVE OR JOINT USE |
|---------------------------|------------------|------------------------|
| | | |
| | | |
| | | |

NOTE: Classrooms must be adequately lighted and ventilated and provided with standard equipment. If joint use is specified, rooms must be available for Army JROTC classes when scheduled.

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| 4. ASSEMBLY HALL | | |
| a. SEATING CAPACITY | b. PROJECTION EQUIPMENT IF PROVIDED FOR | c. WILL BE AVAILABLE FOR ARMY JROTC CLASSES AS FOLLOWS: |

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|---|---|
| 5. GYMNASIUM | |
| a. SIZE OF GYM OR OTHER INDOOR DRILL AREA | b. WILL BE AVAILABLE FOR ARMY JROTC CLASSES AS FOLLOWS: |

| | |
|------------------------------|---|
| 6. OUTDOOR DRILL AREA | |
| a. SIZE | b. WILL BE AVAILABLE FOR ARMY JROTC CLASSES AS FOLLOWS: |

| | | |
|------------------------|---------------|----------------|
| 7. TARGET RANGE | INDOOR | OUTDOOR |
|------------------------|---------------|----------------|

| | |
|-------------------------|----------------------------------|
| a. NO. OF FIRING POINTS | b. WILL BE UNDER JURISDICTION OF |
|-------------------------|----------------------------------|

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| 8. REMARKS |
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Institutions should retain a copy of the contract and send the original to the designated JROTC Brigade:

| | | | | | | |
|--|--|--|--|---|---|---|
| COMMANDER 2ND BDE, USACC ATTN: ATCC-BBJ (JROTC) 5212 Maryland Ave Fort Dix, NJ 08640 | COMMANDER 3RD BDE, USACC ATTN: ATCC-CCJ (JROTC) 2730 Sampson Street, Bldg 73, Naval Station, Great Lakes, IL 60088 | COMMANDER 4TH BDE, USACC ATTN: ATCC-DDJ (JROTC) 2175 Reilly Road Stop A Fort Bragg, NC 28310 | COMMANDER 5TH BDE, USACC ATTN: ATCC-EJR (JROTC) 1265 Buck Road 2ND Floor Fort Sam Houston, TX 78234 | COMMANDER 6TH BDE, USACC ATTN: ATCC-FFJ (JROTC) 246 Blanton Road Building 1031 Hunter Army Airfield, GA 31409 | COMMANDER 7TH BDE, USACC ATTN: ATCC-GGJ (JROTC) 1468, 328 3RD Avenue Fort Knox, KY 40121 | COMMANDER 8TH BDE, USACC ATTN: ATCC-HHJ (JROTC) Box 339500 Mail Stop MS 83 Joint Base Lewis- McCord, WA 98433 |
| Connecticut Maine Massachusetts New Hampshire New Jersey New York Pennsylvania Rhode Island Vermont Germany Italy | Iowa Illinois Kansas Michigan (UP) Minnesota Missouri Nebraska North Dakota South Dakota Wisconsin | District of Columbia Delaware Maryland North Carolina South Carolina Virginia West Virginia | Arkansas Arizona Colorado North Mexico Oklahoma Texas Utah Wyoming | Alabama Florida Georgia Louisiana Mississippi Puerto Rico Virgin Islands | Indiana Kentucky Michigan Ohio Tennessee | Alaska American Samoa California Guam Hawaii Idaho Mariana Islands Montana Nevada Oregon Washington Japan Korea |

9. DATA PERTAINING TO SCHOOL

a. NAME OF SCHOOL (No abbreviations) :

b. SCHOOL'S COMPLETE MAILING ADDRESS (Include ZIP code):
(If P.O. Box must also provide street address for shipping purposes)

c. TYPE OF SCHOOL(Check appropriate box):

_____ Municipal _____ State _____ Denomination (Specify)

d. PRINCIPAL'S NAME:

e. TELEPHONE NUMBER:

f. FAX NUMBER:

g. E-MAIL ADDRESS:

10. PERTAINING TO DISTRICT

a. NAME OF DISTRICT (No abbreviations) :

b. DISTRICT'S COMPLETE MAILING ADDRESS (Include ZIP code):

c. SUPERINTENDENT'S NAME:

d. TELEPHONE NUMBER:

e. FAX NUMBER:

f. E-MAIL ADDRESS:

11. LIST ACCREDITING AGENCY

a. REGIONAL

b. STATE

c. OTHER

12. TOTAL ENROLLMENT OF SCHOOL

13. ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM

14. LIST TECHNICAL COURSES OFFERED AT SCHOOL:

15. WILL STUDENTS BE GIVEN A MEDICAL EXAMINATION:

16. BAND:

a. THE BAND _____ WILL // _____ WILL NOT BE AVAILABLE FOR JUNIOR ROTC CEREMONIES?

b. THE BAND WILL BE A _____ SCHOOL BAND // _____ JUNIOR ROTC BAND.