

**APPLICATION AND CONTRACT
FOR ESTABLISHMENT OF A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT**

For use of this form, see AR 145-2; the proponent agency is DCS, G-1.

*Form Approved
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SUBJECT: Contract for Establishment of a Junior Reserve Officers' Training Corps Unit.

THRU: (1) Commander, United States Army _____ Region, _____
(2) Commander, US Army Cadet Command (ATCC-HS), Ft. Monroe, VA 23651-5000

TO: HQDA(DAPE-MPO-D), WASH, DC 20310-0300

APPLICATION

By direction of the governing official of _____
Name of School System

_____, an application is hereby submitted for the

Location

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

Name of School and Address

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 program at this school and to pay the statutory compensation of such personnel from Department of the Army appropriations.

c. To provide for use in the Junior ROTC program 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 a course of military instruction 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.

c. To make available for use by the JROTC unit necessary and adequate classrooms, administrative offices, office equipment, storage space, drill field, and other required facilities in a fair and equitable manner in comparison with other departments of the institution (for other elements of the institution if the institution does not have departments), and to pay the costs of utilities and maintenance thereof. To make available in the JROTC administrative office a telecommunications line suitable for Internet connectivity and data transfer and to pay the cost of installation and maintenance thereof.

d. To employ qualified instructors authorized and approved by the Army to administer the military 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. School authorities agree to pay retired Army JROTC instructors in accordance with applicable federal law and regulations. Schools are encouraged to reimburse the JROTC instructors on a comparable scale as other teachers employed at the school. Ensure that instructors are under

contract and therefore provided liability insurance (and proof thereof) through the school or school sponsored activities or duties (including extra curricular activities, i.e., summer camp, adventure training, drill competition, marksmanship competitions, etc.).

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 Junior ROTC instructor, that person will be provided a minimum of one class period daily 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 custodian.

h. To conform to the regulations of the Secretary of the Army 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 the 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 proper 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 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, sex, color, or national origin with respect to admission or subsequent treatment of students and instructors.

l. To require instructors to wear Army uniforms to accomplish Junior ROTC duties. Any additional duties given to instructors for accomplishment 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 JROTC instructors and permit attendance at orientation/refresher training workshops/conferences.

n. To assist the Army in ensuring quality instruction by providing written annual performance appraisals to CG, U.S. Army Cadet Command using appraisal forms provided by the Army.

o. To conform to the regulations of the Secretary of the Army relating to the conduct of the Junior Reserve Officers' Training Corps.

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 employment 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 disassociation of the individual from the JROTC program.

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

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

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

(a) Except for enrollment, 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 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

TYPE NAME AND TITLE

SIGNATURE

DATE

FOR THE SECRETARY OF THE ARMY

TYPE 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 ROTC 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

NOTE: Storage rooms, particularly for clothing and small articles of equipment, must be adequately lighted and ventilated and be 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 ROTC classes when scheduled.

4. ASSEMBLY HALL																											
SEATING CAPACITY	PROJECTION EQUIPMENT IF PROVIDED FOR	WILL BE AVAILABLE FOR ARMY ROTC CLASSES AS FOLLOWS																									
5. GYMNASIUM																											
SIZE OF GYM OR OTHER INDOOR DRILL AREA	WILL BE AVAILABLE FOR ARMY ROTC CLASSES AS FOLLOWS																										
6. OUTDOOR DRILL AREA																											
SIZE	WILL BE AVAILABLE FOR ARMY ROTC AS FOLLOWS																										
7. TARGET RANGE <input type="checkbox"/> INDOOR <input type="checkbox"/> OUTDOOR																											
NO. OF FIRING POINTS	WILL BE UNDER JURISDICTION OF																										
8. REMARKS																											
AN ORIGINAL AND FIVE COPIES OF THIS FORM WILL BE MADE. ONE COPY WILL BE KEPT BY THE INSTITUTION AND THE ORIGINAL AND FOUR COPIES WILL BE FORWARDED AS FOLLOWS:																											
1. To Commander, U.S. Army First ROTC Region, Ft. Brag, NC 28307, from those in - <table style="width: 100%; margin-top: 10px;"> <tr> <td>Connecticut</td> <td>Maryland</td> <td>North Carolina</td> <td>South Carolina</td> </tr> <tr> <td>Delaware</td> <td>Massachusetts</td> <td>Panama</td> <td>Vermont</td> </tr> <tr> <td>District of Columbia</td> <td>New Hampshire</td> <td>Pennsylvania</td> <td></td> </tr> <tr> <td>Georgia</td> <td>New Jersey</td> <td>Puerto Rico</td> <td></td> </tr> <tr> <td>Maine</td> <td>New York</td> <td>Rhode Island</td> <td></td> </tr> </table>				Connecticut	Maryland	North Carolina	South Carolina	Delaware	Massachusetts	Panama	Vermont	District of Columbia	New Hampshire	Pennsylvania		Georgia	New Jersey	Puerto Rico		Maine	New York	Rhode Island					
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