



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

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MEMORANDUM OF AGREEMENT (MOA) FOR ESTABLISHMENT OF  
MARINE CORPS JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT(S)

Subj: MEMORANDUM OF AGREEMENT

Ref: (a) MCO 1533.6E

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

2. **Unit Established; Status of Units.** A MCJROTC unit (the "**Unit**") is hereby authorized at the following school in the School District. Each such school shall be hereinafter referred to as the "**Host School**".  
**SENECA, FERN CREEK TRADITIONAL, AND JEFFERSONTOWN HIGH SCHOOLS.**

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

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

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address noted in Paragraph 12 in the event that the accreditation of any Host School comes under investigation or is withdrawn or threatened with withdrawal.

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

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

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

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

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

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

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amended from time to time.

## 5. Instructors

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

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

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

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

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

f. Salary. The Marine Corps shall reimburse the School District as set forth in this Paragraph for a portion of the salary of each authorized MCJROTC Instructor employed by the School District. The Marine Corps responsibility to reimburse the School District for Instructor pay is limited to the period of employment specified on the JROTC Instructor Annual Certification of Pay and Data Form (DD2767) regardless of the School District pay distribution schedule. The School District shall ensure that the compensation of each MCJROTC Instructor is at least equivalent to the Minimum Instructor Pay (MIP) specified by Department of Defense Regulations and Statute as computed by the Marine Corps. MIP should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual MCJROTC Instructors and the School District. The School District may pay more than the MIP but shall do so without entitlement for reimbursement from the Marine Corps or the Department of Defense. The School District may offer monetary stipends as additional incentives for employment and/or compensation for extra-curricular MCJROTC coaching responsibilities, just as varsity sports coaches are compensated.

g. Notification of Instructor Changes, Investigations, or Disciplinary Actions. The School District shall inform the Marine Corps in writing, within five calendar days, of the effective date of any of the following: (1) changes to the employment status of any of the Instructors such as termination of current or the hiring of new MCJROTC

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instructors and, (2) any disciplinary action or incident requiring school/law enforcement investigation regarding MCJROTC Instructors. Direct contact and interaction with the Marine Corps Regional Director in all matters pertaining to Instructor issues is encouraged.

6. **Curriculum; Academic Credit**

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

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

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

8. **Marine Corps-Furnished Property**

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

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

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

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

b. **Safekeeping/Replacement of Government Furnished Property; Property Custodian**. The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with the MCJROTC Supply Manual and all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace (or repair) at its cost and to the satisfaction of the Marine Corps, any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District or Host School shall appoint one of the MCJROTC Instructors as the Military Property Custodian (MPC) empowered to requisition, receive, stock, and account for government property issued to the school and shall notify the Marine Corps in writing of the name of said custodian.

c. **Insurance**. The School District shall furnish to the Marine Corps an insurance policy from a financial institution satisfactory to the Marine Corps in an amount no less than **\$150,000**, or equal to the replacement value of Government-furnished Property if greater. The School District shall ensure that the insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District’s custody. The School District will provide an insurance policy and shall name the Commanding General, Training and Education Command (C46JR) as an “additional insured” and provide a certificate to that effect to the Marine Corps.

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9. **Facilities.** The Host School shall provide the Marine Corps with dedicated classroom(s), administrative office(s), office equipment (i.e., computers, printer, projector, and projection screen), including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Marine Corps), storage space (see. Paragraph 7.b above), drill area, marksmanship training area and utilities, and shall pay for the cost and maintenance thereof. **The following are the minimum requirements:**

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

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

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

a. **Probation.** When the Marine Corps determines that a MCJROTC Unit does not meet the standards specified in MCJROTC SOP it shall place the Unit in a probation status and shall notify the School District accordingly. Units that are in at least their third school year of operation and do not have the minimum enrollment specified in the Statute as of October 1 of that school year, will be placed on probation. No later than the end of the school year in which the Unit has been placed on probation, the Marine Corps will evaluate the Unit's potential to attain the minimum enrollment on or before the first day of the next school year. If this evaluation indicates that the minimum enrollment can likely be met by that date, the Unit will be continued on probation pending determination of actual enrollment 90 days after the beginning of the following school year. If the Unit has been placed in a probation status and the deficiencies cited for such status are not corrected within the period of time specified by the Marine Corps, the Marine Corps may request that the unit be re-designated as a National Defense Cadet Corps (NDCC) no later than June 30 of that school year. As a NDCC the School District will cease to receive federal dollars for the MCJROTC program. In order to remain a viable program all operating funds and 100% of Instructor salaries will be borne by the School District. If the Unit chooses not to become an NDCC unit, the Marine Corps, upon the approval of the Commandant of the Marine Corps (CMC), may disestablish the Unit at the end of such period.

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

13. **General Provisions**

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

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

c. No Waiver. Unless expressly stated in a writing signed by the Marine Corps, the waiver by the Marine Corps of any act, duty, or obligation required of the School District or Host School hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

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

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

f. Anti-Deficiency Act. Nothing in this Agreement will be construed as obligating the Marine Corps, their officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the federal Anti-Deficiency Act (31 U.S.C. Section 1341).

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

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

i. No Discrimination. The School District shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender or any other category prohibited by law.

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

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

School District Name and Address  <b>JEFFERSON COUNTY PUBLIC SCHOOLS</b> <b>3332 Newburg Road</b> <b>Louisville, KY 40218</b>		<b>UNITED STATES MARINE CORPS</b> <b>COMMANDING GENERAL</b> <b>TRAINING AND EDUCATION CMD (C46JR)</b> <b>1019 ELLIOT ROAD</b> <b>QUANTICO, VA 22134-5001</b>	
Host School Name and Address  <b>Seneca HS</b> 3510 Goldsmith Lane, Louisville, KY 40220  <b>Fern Creek HS</b> 9115 Fern Creek Rd., Louisville, KY 40291  <b>Jeffersontown HS</b> 9600 Old Six Mile Lane Louisville, KY 40299			
By (Signature of School District official)	Date	By (Signature of Marine Corps Representative)	Date
Typed Name and Title of School District Official  <b>Dr. Donna Hargens</b> <b>Superintendent, Jefferson County Public Schools</b>		Typed Name and Title of Marine Corps Representative  <b>Robert G. Oltman</b> <b>Director, MCJROTC</b>	