

AGREEMENT FOR THE ESTABLISHMENT OF AN AIR FORCE JUNIOR RESERVE OFFICER TRAINING CORPS UNIT

TO: Commander
Jeanne M. Holm Center for Officer Accessions & Citizen Development
60 West Maxwell Boulevard
Maxwell Air Force Base, Alabama 36112-6501

APPLICATION

By direction of the governing authorities of **Jefferson County Public Schools I, Dr. Donna M. Hargens**, Superintendent, hereby apply for the establishment of an Air Force Junior Reserve Officer Training Corps (AFJROTC) unit at **Marion C. Moore School, Louisville, KY**, under the Title provisions of Public Law 88-647, The Reserve Officer Training Corps Vitalization Act of 1964, Section 2031, Chapter 102, Title 10, United States Code (USC), as amended:

SECTION 1. AIR FORCE AGREEMENT

1. Contingent upon the acceptance of the above application and the continuing fulfillment of the condition presented in Sections 2 and 3, the Air Force agrees as follows:

A. Unit Charter. To establish and maintain an AFJROTC unit at the institution named in the above application, subject to the provisions of Public Law, Department of Defense (DoD) and Air Force Instructions, and continued approval by the Secretary of the Air Force (SECAF).

B. Course of Study

- i. To prescribe the AFJROTC course content consisting of a minimum of 120 class hours per year and to provide the instructional material and guidance for the application of the materials.
- ii. To provide all curriculum text, teaching aides, and other academic text supplies associated with the conduct of the above prescribed AFJROTC program.
- iii. To provide certification/licensure training to those instructors contracted by the institution's district to teach and administer the AFJROTC program courses of study, provided such instructors are qualified retired Air Force commissioned officers/non-commissioned officers (NCO) and otherwise meet the acceptance standards for AFJROTC instructors prescribed by Public Law and applicable DoD and Air Force Instructions.

C. Unit Supply Support. To issue to the military property custodian appointed by the institution all Air Force uniforms, supplies, and equipment authorized by applicable Air Force Tables of Allowance. The title of ownership for all property and equipment issued to the institution is retained by the Air Force.

D. Unit Financial Support

- i. To reimburse the institution the Air Force portion of Minimum Instructor Pay, as established in Title 10, USC, Section 2031 and set forth in paragraph 2-D (iv).
- ii. To reimburse the institution, within the fund limitations imposed by the Air Force and within guidelines of Air Force directives, for costs incident to the procurement, transportation, packing, unpacking, crating, and normal maintenance of uniforms, supplies, equipment, and instructional materials required by the Air Force.
- iii. To reimburse the institution for required vehicle transportation for logistical support and field trips in support of the AFJROTC program within the funding limitations imposed by the Air Force. Rate of reimbursement will not exceed the normal commercial rate schedule in the area or the usual rate that the institution has established for staff travel.
- iv. To reimburse the institution for authorized long distance telephone calls for support of the AFJROTC unit within the fund limitations imposed by the Air Force and within guidelines of Air Force directives.

E. Unit Information Management Support

- i. To publish and disseminate accurate and sufficient unit operations and instructor management policy guidance necessary to properly run the AFJROTC unit and support the AFJROTC cadet corps mission of citizenship development.
- ii. To provide the institution the necessary multimedia tools (hardware & software) to support the supply management, budget management, and other reporting functions required by the Air Force. The title of ownership for all property and equipment issued to the institution is retained by the Air Force.

SECTION 2. INSTITUTION AGREEMENT

1. Contingent upon the acceptance of this application and upon fulfillment of the conditions presented in Section 1, the governing authorities of the institution agree as follows:

A. Proper Accreditation for Course of Study

- i. To establish Aerospace Science as a separate, integral academic, and administrative department of the institution and to establish a minimum 3-year course of AFJROTC consisting of at least 120 classroom hours per year.
- ii. To teach the required AFJROTC courses prescribed by the Air Force, deviating from the prescribed curriculum only when specifically approved by the Air Force.
- iii. To require each student participating in AFJROTC activities to be voluntarily enrolled in the Aerospace Science/Leadership Education courses prescribed by the Air Force.
- iv. To grant academic credit applicable toward graduation requirements for the successful completion of AFJROTC courses provided by the Air Force, equivalent to credit given for other academic courses.
- v. To arrange for the scheduling of classes to make it equally convenient for students to participate in Aerospace Science/Leadership Education classes as in other courses offered by the institution.

B. Rules of Conduct for AFJROTC Unit

- i. To maintain a voluntary membership in AFJROTC in accordance with the provisions of Federal Law, supporting DoD and Air Force directives, and the provisions of this agreement; and, to limit membership in the unit to students in the 9th grade or above who meet and maintain acceptable standards of academic achievement, personal conduct and appearance as prescribed by the Air Force. Visiting international students may participate with written approval from their government.
- ii. Cadets will wear the prescribed uniform a minimum of one day per week while attending all institution classes and while participating in out-of-class AFJROTC activities. Cadre and cadets must abide by Air Force standards for correct uniform wear.

- iii. To conduct the program without discrimination against students or instructors regarding race, religion, color, ethnicity, gender, or national origin.

C. Facility Support for AFJROTC Unit

- i. To make available to the Aerospace Science Department the necessary classroom facilities and office space for the efficient and effective accomplishment of the AFJROTC course objectives. The facilities to be provided shall be at a minimum comparable to those presented to the Air Force during the official site survey conducted at the institution.
- ii. To provide and maintain drill area(s) at or in the immediate vicinity of the institution, which will include at least 2,500 square feet of flat, unobstructed space, free of vehicular or pedestrian traffic comparable to those presented to the Air Force during the official site survey conducted at the institution. Consideration should be given to indoor drill facilities in areas where inclement weather prohibits outside drill for extended periods of time.
- iii. To provide and maintain storage facilities for the protection and care of uniforms, supplies, and equipment used in the AFJROTC program. Such storage facilities must be reserved for the exclusive use of the AFJROTC program and must be constructed so that access can be denied to unauthorized personnel. Climatically controlled storage facilities will be a minimum of 400 square feet and comparable to those presented to the Air Force during the official site survey conducted at the institution. As the size of the AFJROTC program increases, additional storage space must be provided.
- iv. To provide Aerospace Science faculty access to the worldwide web through the institution's Local Area Network (LAN) system. If no LAN exists, provide Aerospace Science faculty with digital telecommunication protocols to allow high speed data communications.

D. Faculty Staff Support for AFJROTC Unit

- i. To employ, as a minimum, one retired Air Force commissioned officer and one NCO whose qualifications are certified/licensed by the Air Force (in accordance with the provision of paragraph 1B (iii) above) to conduct the Aerospace Science/Leadership Education courses and other AFJROTC activities. Additional instructors are authorized when cadet enrollment increases to 151 (sustained growth) and increments of 100 thereafter as provided for in DoD Instruction 1205.13. Additional instructor positions are not mandatory, but are recommended to sustain a manageable cadet to instructor ratio. In absence of support for an additional instructor position, schools will cap enrollment at a rate of 20% above cadet enrollment authorizing an additional instructor position (i.e., $151 + 20\% =$ an

enrollment cap of 181 cadets for two instructors; $251 + 20\% =$ an enrollment cap of 301 cadets for 3 instructors, etc.).

- ii. To advise AFJROTC of any changes in the employment status of personnel employed in the AFJROTC unit.
- iii. To conduct annual instructor evaluations (as outlined in AFJROTC instructions) and submit through Air Force channels.
- iv. To provide subject retired commissioned officers and NCOs a written contract of employment with the institution's district as the employing agency. Such contract of employment shall contain, at a minimum, the following provisions:
 - a) To ensure Air Force retired personnel employed receive at least "Minimum Instructor Pay (MIP)". "MIP" is defined as an amount equal to the difference between their entitled retired pay and the active duty pay and allowances, excluding hazardous duty and proficiency pay, which they would receive if performing on Air Force active duty. Although the institution is only required to pay MIP, it is highly encouraged to pay instructors above MIP commensurate with their military experience, education level, area cost of living, etc., in order to attract and maintain the best candidates. Per the provisions of paragraph 1D (i), the Air Force shall reimburse the institution one half of MIP. The Air Force's responsibility is limited to the period of employment specified in the contract up to ten (10) months or 300 calendar days from employment contract start date regardless of the institution's distribution of pay.
 - b) To stipulate the duration of employment and amount of salary, provide for an automatic adjustment in MIP when active duty pay increases, and specify the duties of the AFJROTC instructor as a cooperative employee of the institution's district. Per DoD Instruction 1205.13, the minimum contract duration for AFJROTC instructors will be ten (10) months except for instructors initially employed after the beginning of the regular institution year; however, extended contract periods are strongly encouraged and may be negotiated to permit the year-round management of the program and control of Air Force property.
 - c) To ensure AFJROTC instructors perform only those duties connected with the instruction, operation, and administration of the AFJROTC program. Individuals employed as AFJROTC instructors will not perform duties or teach any classes in any discipline other than Aerospace Science. Exceptions are permitted if the performance of such duties or the teaching of such classes are conducted outside the institution's normal day of academic instruction and are contracted between the institution and the individual AFJROTC instructor at no expense to the Air Force. This provision does not preclude AFJROTC

instructors from serving on committees or performing other routine duties that are rotated regularly among all institution faculty members.

- d) To ensure AFJROTC instructors and such other personnel that are hired to support the AFJROTC program at the institution are employees of the School District and in no event shall the School District represent such instructors and personnel as Air Force employees, agents, or contractors. The School District shall include the Senior Aerospace Science Instructor in meetings where policies, recommendations, or decisions affecting the AFJROTC program are made, including the employment or discharge of Aerospace Science Instructors.

E. Logistical Support & Accountability

- i. To make available to the Aerospace Science Department all the instructional supplies, materials, services, furniture, and privileges afforded other academic departments at the institution.
- ii. To provide transportation for AFJROTC field trips comparable to that for students in other courses.
- iii. To appoint an employee of the institution as the military property custodian who will be empowered to perform the required supply functions incident to the acquisition, accounting, and handling of supplies, equipment and uniforms issued to, or purchased with Air Force funds for the institution. AFJROTC instructor personnel may be, but are not required to be, appointed to this duty. The institution shall also ensure that the appointed military property custodian conducts an inventory of said items and performs required disposition actions before transferring said duty to another individual or closing the unit.
- iv. To conform to the directives of the Air Force relating to the issue, receipt, storage, safeguarding, and turn in of Air Force uniforms, textbooks, supplies, equipment, and other educational materials at the institution.
- v. To safeguard and retain liability for all Air Force property located at the institution, making full restitution after all occurrences of theft, loss, and negligent or willful damage or destruction. If the institution elects to provide an insurance policy, it shall name the United States as an additional insured.

F. Unit Financial Support

- i. To fully fund in advance those AFJROTC unit activities and operations authorized by the Air Force for reimbursement, within the fund limitations imposed by the Air Force.

- ii. To submit documentation for authorized reimbursements in accordance with Air Force directives. Note: The Defense Finance & Accounting Service requires institutions to establish a direct deposit account that will accept electronic fund transfer of reimbursement payments.
- iii. To maintain original invoices and other supporting documentation used for reimbursement in accordance with DoD Instructions.

G. Other Provisions

- i. To comply with Air Force directives governing unit operations, AFJROTC curriculum, cadet performance, instructor management, and logistics management. Current regulations are available to instructors at WINGS/Published Files/Directory/JROTC.
- ii. To facilitate completion, through Air Force channels, of instructor evaluations, unit self-assessment reports, program status reports, equipment inventories, and other recurring and periodic reports required by the Air Force.

SECTION 3. BOTH PARTIES AGREEMENT

1. Contingent upon the acceptance of the above application, both parties mutually agree as follows:

A. Other AFJROTC Programmatic Requirements Under This Contract

- i. The named institution is fully accredited by a state or regional accreditation agency. Loss of accreditation shall be considered grounds for disestablishment action under paragraph 3C (iii) of this agreement.
- ii. The institution's principal (or equivalent) is the on-site person in charge of the supervision of the AFJROTC program. The Senior Aerospace Science Instructor ensures the program operates satisfactorily and is appointed to an institution position equivalent to that of a department head.
- iii. The Senior Aerospace Science Instructor is the AFJROTC instructor of senior rank. When instructors are of equal rank, the instructor with the earliest date of rank will be designated the instructor in charge, subject to Air Force approval. Other AFJROTC instructors (Aerospace Science Instructors) employed by the institution are subordinate and will report to, and be supervised directly by, the Senior Aerospace Science Instructor.

- iv. The Air Force may conduct periodic workshops at Air Force expense for instructors hired to conduct the AFJROTC program. The institution shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. Waivers may be authorized by AFJROTC in extenuating circumstances. AFJROTC instructors will be afforded the same privileges and support in attending workshops and professional meetings as are given other faculty members.
- v. AFJROTC instructors will wear the Air Force uniform prescribed by Air Force directives while conducting the program and when otherwise identified or associated with AFJROTC activities. AFJROTC instructors will conform to standards of dress, personal appearance, weight, and conduct as prescribed in Air Force directives.
- vi. The institution must maintain a minimum cadet enrollment of 10 percent of the number of students enrolled in the institution who are in a grade above the 8th grade, or 100, whichever is less.
- vii. While all students in the high school are encouraged to voluntarily enroll in the AFJROTC program, unit viability (see §3(A)(vi) above) will only be determined by counting those students who meet the eligibility criteria established in Federal Law; U.S. citizens, U.S. nationals, or aliens lawfully admitted to the U.S. for permanent residence, and who are physically fit. Fitness criteria are defined in AFJROTC Instruction 36-2001.
- viii. Students from other institutions may participate in the AFJROTC program at the host institution under the following conditions:
 - a) AFJROTC instructors will not travel to other institutions. All instruction must take place at the host institution.
 - b) Travel by students from other institutions to the host institution is at no expense to the Air Force.
 - c) Superintendents and principals from all institutions must agree in writing.
 - d) The superintendent and principal of the host institution maintains overall supervisory responsibility and may terminate the agreement at any time.

B. Other Air Force Rights Under the Contract

- i. The Air Force shall have the right to place AFJROTC instructors on probation for breach of Air Force standards.

- ii. The Air Force shall have the right to withdraw certification of AFJROTC instructors for breach of standards and the institution will remove decertified personnel from the AFJROTC program.
- iii. Representatives of the Air Force shall be authorized to make visits to the institution, both announced and unannounced, to evaluate the AFJROTC program, and enforce compliance with Air Force standards.
- iv. The Director, AFJROTC may waive any provision of this agreement that is not required by law, the DoD, or a higher headquarters Air Force directive.

C. Termination Clauses

- i. The institution has the right to terminate employment of certified AFJROTC instructors in accordance with institutional rules and regulations.
- ii. This agreement may be terminated at the completion of any academic school year by either party, by giving at least one-year's notice or sooner by mutual agreement. If the governing authorities of an institution decide to discontinue their AFJROTC program, they will notify the Director, Air Force JROTC in writing at: Holm Center/JR, 60 West Maxwell Blvd, Maxwell Air Force Base, Alabama, 36112-6501.
- iii. Units which do not fulfill the provisions prescribed in this agreement (to include those provisions explicitly provided for in Title 10, USC, Section 2031), may be placed on probation. The appropriate institution authorities will be required to correct the deficiency within 12 months or risk potential disestablishment.
- iv. The Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development, may terminate this agreement and withdraw the unit if the best interest of the AF would be served by doing so, regardless of the provisions of paragraphs 3C (ii) and 3C (iii) of this contract.
- v. The governing authorities of the institution shall, in the event of mutual or unilateral termination of this agreement, or in the event of disestablishment as prescribed by the Secretary of the Air Force, return to the Air Force all US Government-owned equipment, supplies, uniforms, and educational curriculum materials in the custody of the institution (to include all such items purchased using funds provided to the institution by the Air Force) in accordance with procedures and guidance in existence or provided by the Air Force at the time of the termination of the agreement or disestablishment of the AFJROTC unit.

D. General Provisions

- i. The agreement shall become effective upon signature by the Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development.
- ii. This agreement represents the entire agreement and supersedes any prior agreement, understandings, or representations between the Air Force and the institution pertaining to the establishment and maintenance of an AFJROTC unit.
- iii. This agreement shall remain in effect until officially terminated under a provision of Sub-section 3C.
- iv. This agreement will be reviewed for currency every five years. The Air Force reserves the right to require renewal of this agreement by both parties if significant program changes occur.
- v. This agreement is governed by and shall be construed under Federal Law.
- vi. Any and all modifications or amendments to this agreement must be in writing, executed by authorized designees of the parties, and attached to this original agreement.
- vii. Unless expressly stated in writing signed by the Air Force, the waiver by the Air Force 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 institution.
- viii. Nothing in this agreement will be construed as obligating the Air Force, 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 USC Section 1341).
- ix. Each undersigned representative of the parties to this agreement certifies he or she 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.
- x. The institution 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.
- xi. Unless otherwise stated herein, notices under this agreement shall be effective upon receipt, must be in writing, and must be served by certified, US mail, return receipt requested, and addressed to AFJROTC.

FOR THE INSTITUTION

Dr. Donna M. Hargens, Ed.D, Superintendent
Jefferson County Public Schools

(Date)

FOR THE AIR FORCE

STEVEN D. GARLAND
Brigadier General, USAF
Commander, Holm Center

(Date)