

MEMORANDUM OF AGREEMENT TO ESTABLISH AND OPERATE AN AIR FORCE JUNIOR RESERVE OFFICER TRAINING CORPS UNIT

Effective 1 July 2019

TO: Director, Air Force Junior Reserve Officer Training Corps
60 West Maxwell Blvd
Maxwell Air Force Base, Alabama 36112-6106

FROM:

Institution Information	
Name of School Hosting the AFJROTC Program	Marion C. Moore School
Physical School Address (street, city, state, ZIP)	6415 Outer Loop Louisville, KY 40228
School Mailing Address (if different than physical address)	

This Memorandum of Agreement (MOA) outlines responsibilities for the school district which hosts an AFJROTC program (hereafter referred to as the "Institution") and the United States Air Force. This agreement implements the provisions of Public Law 88-647, *The Reserve Officer Training Corps Vitalization Act of 1964*, and 10 United States Code, Chapter 102, Sections 2031-2033 (as amended), as well as Department of Defense (DoD) Instruction 1205.13. Requirements stated in Air Force Instruction 36-2010, Air Force Junior Reserve Officer Training Corps (AFJROTC) Instruction 36-2010, AFJROTC Operational Supplement and any subsequent operating policy modifications are hereafter referred to as "Air Force publications."

SECTION 1. AIR FORCE AGREEMENT: Contingent upon Institution acceptance of this MOA and the continuing fulfillment of the conditions presented in Sections 2 and 3, the Air Force agrees as follows:

- A. Establish and maintain an AFJROTC program.** The Air Force shall establish and maintain an AFJROTC program at the Institution named in this MOA, subject to the provisions of Public Law, DoD and Air Force publications, this MOA, continued approval by the Secretary of the Air Force (SECAF).
- B. Prescribe the course of study.** The Air Force shall prescribe all AFJROTC program academic course content, provide all curriculum text, teaching aides, and other academic text supplies associated with the conduct of the AFJROTC program.
- C. Provide basic instructor certification.** The Air Force shall issue and hold the basic certification for all AFJROTC instructors. The Air Force shall screen, approve, and certify retired Air Force officers and enlisted to teach and administer the AFJROTC program in an

Institution. As the certifying authority, the Air Force maintains an inherent need-to-know of any information related to an AFJROTC instructors' performance, conduct and employment status. The Air Force shall communicate with the Institution on all matters concerning instructor performance and conduct, as well as any changes in instructor certification.

D. Provide supply support. The Air Force shall issue to a 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 provided to the Institution is retained by the Air Force, unless expressly transferred to the Institution in writing.

E. Provide financial support:

1. The Air Force shall reimburse the Institution a minimum of one half the Minimum Instructor Pay, for each instructor, each month for a minimum of ten (10) months, each operating school year. The Air Force portion of the minimum AFJROTC instructor salary as established in 10 USC, Section 2031 and set forth in paragraph 2.B.6.
2. The Air Force shall reimburse the Institution, within the fund limitations imposed by the Air Force and within guidelines of Air Force publications, for costs incident to:
 - a) The procurement, transportation, packing, unpacking, crating, and normal maintenance of uniforms, supplies, equipment, and instructional materials required by the Air Force.
 - b) For required vehicle transportation for logistical support and field trips in support of the AFJROTC program. Rate of reimbursement shall not exceed the normal commercial rate schedule in the area or the usual rate that the Institution has established for staff travel.
 - c) Meals and lodging costs for AFJROTC students and instructors during official AFJROTC activities away from the Institution.

F. Provide information management support:

1. The Air Force shall publish and disseminate accurate and sufficient information and policy guidance concerning unit operations and instructor management to enable the Institution to properly operate the AFJROTC program and support the AFJROTC mission of citizenship development.
2. The Air Force shall provide the necessary software/database access to support the supply management, budget management, and other reporting functions required by the Air Force. Any information technology equipment provided to the Institution by the Air Force remains property of the Air Force (see Section 3.E.3).

SECTION 2. INSTITUTION AGREEMENT. Contingent upon fulfillment of the conditions presented in Sections 1 and 3, the governing authorities of the Institution agree as follows

A. AFJROTC Program Infrastructure:

- 1. Establish an AFJROTC program.** The Institution shall establish the AFJROTC program in accordance with the provisions of Public Law, DoD and Air Force publications, this MOA, and continued approval by the Secretary of the Air Force (SECAF).
- 2. Establish the AFJROTC department.** The AFJROTC program shall be established and operated as a separate, integral academic, and administrative department of the Institution.
- 3. Supervise the AFJROTC department.**
 - a) The Institution's principal (or equivalent) shall be the on-site person in charge of the supervision of the AFJROTC program.
 - b) The Senior Aerospace Science Instructor (SASI) shall be designated as the Head of the AFJROTC Department. The Institution's SASI shall be the AFJROTC instructor possessing the highest retired military grade. When two AFJROTC instructors are of equal retired grade, the Institution will decide which instructor they wish to designate as the SASI.
 - c) The SASI shall be granted all regular Department Head (or equivalent) rights, access and the authority necessary to operate the AFJROTC program under the leadership of the school principal (or equivalent) while complying with all Air Force publications.
 - d) The SASI shall be present in meetings where policies, recommendations, or decisions impacting the AFJROTC program are made, including space allocation/utilization, academic course scheduling, and the employment or discharge of other Institution AFJROTC instructors.
- 4. Provide classrooms, office space and technology.** The AFJROTC program shall be provided the necessary classroom facilities and office space for the efficient and effective accomplishment of both AFJROTC program academics, and other AFJROTC program activities and objectives. The facilities provided shall be equal to or greater (quantity/quality) than those provided to other programs/courses/activities in the same Institution. The Institution shall furnish appropriate and sufficient technology (i.e. computers, projectors, etc.) to conduct AFJROTC academics, and other AFJROTC program requirements.
- 5. Provide drill areas.** The Institution shall provide and maintain a minimum of 2,500 square feet of drill space to support drill instruction. The provided drill space shall be level, unobstructed space, free of vehicular or pedestrian traffic with student safety paramount. Provisions shall be made for access to indoor drill space in locations when inclement

weather prohibits outside drill activities. The SASI shall be an integral member of all space utilization/master scheduling meetings and discussions.

6. **Provide storage space.** The Institution shall provide and maintain a minimum of 400 square feet of climatically controlled storage space for the protection and care of uniforms, supplies, and equipment used in the AFJROTC program. The storage space shall be near the other AFJROTC facilities, must be appropriately organized (i.e. hanging racks, shelves, drawers, etc.) to neatly store and maintain Air Force property. The storage space must be limited to the exclusive use of the AFJROTC program, and must be constructed so that access is denied to unauthorized personnel. As the size of the AFJROTC program increases, additional storage space shall be provided in a proportional manner. Special consideration must be given to summer recess periods to ensure continued climatic controls are maintained. Any damage or loss to uniform items resulting from lack of continued climate control is expressly the responsibility of the Institution.
7. **Ensure security of replica weapons, air rifles, and sabers.** The Institution shall ensure that any AFJROTC replica weapon, air rifle, or saber, regardless of how purchased, is tracked, stored and secured in accordance with Air Force publications.

B. AFJROTC Instructor Staffing:

1. **Ensure minimum staffing in the AFJROTC program.** An Institution shall employ a minimum of two qualified/certified instructors, regardless of student enrollment in the AFJROTC program. Candidates for employment shall be only those approved by and referred to the Institution by the Air Force. The Institution shall make the ultimate determination if any candidate is suitable to be employed as their AFJROTC instructor.
2. **Perform background checks.** Any background check(s) required by the Institution for the purpose of screening an AFJROTC instructor candidate shall be conducted by the Institution at no expense to the Air Force.
3. **Provide instructor employment contracts.** The Institution shall provide AFJROTC instructors a contract of employment with the Institution as the employing agency. 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, or during, the regular Institution school year. The contract may be administered using regular district procedures, but the minimum pay shall be in accordance with Section 2.B.4 below, must provide for an automatic adjustment when military salary increases, and must otherwise be in accordance with this MOA.
4. **Provide minimum instructor pay.** The Institution shall ensure AFJROTC instructors are compensated no less than the Minimum Instructor Pay (MIP). "MIP" is defined as a monthly amount equal to the difference between their entitled retired pay and their total active duty pay and allowances, excluding hazardous duty and proficiency pay, which they would receive if serving on Air Force active duty. Although the Institution is only required to pay MIP, it is highly encouraged to pay instructors above the MIP commensurate with

their military experience, education level, area cost of living, etc., in order to attract and retain the best instructors. NOTE: The Institution shall not delay full and timely payment to an AFJROTC instructor while awaiting an Air Force reimbursement (see Section 2.B.6).

5. **Consider extended contracts and targeted stipends.** Contract periods (above the statutory minimum of 10 months) are strongly encouraged to allow year-round management and control of Air Force Property, and to allow compensated time for AFJROTC summer events, such as summer leadership courses. Targeted stipends are also encouraged to compensate instructors for before school, after-school, and weekend AFJROTC activities.
6. **Receive Air Force MIP reimbursements.** Per the provisions of paragraph 1.E.1, the Air Force shall reimburse the Institution one half of the MIP, each month, 30 days in arrears. 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. The Institution shall not delay full and timely payment to an AFJROTC instructor while awaiting an Air Force reimbursement.
7. **Establish financial communications.** Institutions shall maintain an organizational email account to facilitate timely two-way communications related to MIP and the Air Force reimbursement provided to the Institution. The Air Force calculates the MIP and will send a financial statement to the Institution via the organizational email account each month which details the MIP for each instructor and the Air Force reimbursement amount.
8. **Control AFJROTC instructor duties.** The Institution must ensure AFJROTC instructors perform only those duties connected with the instruction, operation, and administration of the AFJROTC program. AFJROTC instructors shall not teach or coach any class or activity, other than AFJROTC program academic courses and AFJROTC program activities, nor shall they teach or coach any class or activity which contains non-AFJROTC program students. NOTE: Exceptions are possible if the teaching or coaching of such classes/activities is conducted outside of the Institution's normal day of academic instruction and is contracted separately between the Institution and the individual AFJROTC instructor at no expense to the Air Force. However, before a contract of this type is executed, the Institution shall deliberately assess 1) the potential negative impacts to any before/after school AFJROTC program activities, and 2) the equitable distribution of AFJROTC program duties between instructors.
9. **Limit additional faculty duties.** Considering the restrictions stated in paragraph 2.B.8, AFJROTC instructors are not prohibited from serving on committees or performing routine duties that are typically distributed across the Institution's faculty members (e.g. lunchroom monitor, bus monitor, etc). However, the Institution shall not use AFJROTC program enrollment, AFJROTC class sizes, or AFJROTC instructor teaching load as a factor in determining an AFJROTC instructor's availability to perform additional duties.
10. **Understand employment/certification relationship.** AFJROTC instructors are in a unique position where they are certified by the Air Force to perform instructor duties, but

are employed and paid by the Institution they work within. In this capacity, AFJROTC instructors serve two chains of responsibility. AFJROTC instructors shall be responsible to both the Institution (their employer) and the Air Force (their certifier) for proper operation of the AFJROTC program and their continued professional conduct. In no event shall the Institution represent AFJROTC instructors as Air Force employees, agents, contractors, or active duty members. In addition to the Institution's mandatory requirements, AFJROTC instructors have mandatory responsibilities levied upon them by the Air Force. These include, but are not limited to operating a program that meets all Air Force expectations, submitting reports, meeting deadlines, tracking Air Force property, and identifying and reporting to the Air Force any Institution noncompliance with this MOA or other Air Force publications.

- 11. Credentialing and licensing of AFJROTC instructors.** AFJROTC instructors will receive AFJROTC-specific training and basic instructor certification from the Air Force. Any further professional development, training, licenses or credentialing requirements shall be accomplished at no expense to the Air Force.
- 12. Consider additional AFJROTC instructors.** Additional instructors may be authorized when an AFJROTC program's "teaching load" increases to 151, and increments of 100 thereafter. In absence of Institution support for an additional AFJROTC instructor position, the Institution shall cap student enrollment in the AFJROTC program. The definition of "teaching load" and specific enrollment caps are codified in Air Force publications.
- 13. Ensure professional instructor appearance.** The Institution must ensure AFJROTC instructors wear an approved Air Force uniform daily as defined in Air Force publications. Additionally, AFJROTC Instructors must meet and maintain DoD weight and body fat standards, and shall present a professional military appearance at all times.
- 14. Monitor and report instructor performance and behavior.** The Air Force holds the certification of all AFJROTC instructors, and therefore the Air Force maintains an inherent right to monitor instructor behavior and must receive any necessary information regarding instructor performance, professional conduct and employment status. Therefore, the Institution shall have effective and timely procedures in place which ensure the Air Force is advised of any disciplinary or administrative action levied upon an AFJROTC instructor (i.e. administrative leave, suspensions, letters of admonishment, etc.), the initiation of any investigation into alleged AFJROTC instructor misconduct (school or civil), or any changes in the employment status of an AFJROTC instructor. If any of the aforementioned items occur, the Institution shall officially notify the Air Force within one (1) business day.
- 15. Perform instructor evaluations (Institution-directed).** The Institution may conduct teacher evaluations of AFJROTC instructors using the same instruments and rubrics they use to evaluate other faculty members. Should poor performance be determined, the Institution shall report the findings to the Air Force within five (5) business days.

- 16. Perform instructor evaluations (Air Force-directed).** When required by Air Force publications, the Institution shall complete, and submit to the Air Force, an AFJROTC instructor evaluation using an AFJROTC Form 98, *Instructor Evaluation*. These evaluations are normally event driven and are exclusively an AFJROTC process with protections and controls built in, and will not be not subject to internal Institution processes or procedures (including union agreements).
- 17. Terminating instructors.** As the employer, the Institution has the right to terminate or non-renew the employment of AFJROTC instructors in accordance within normal Institutional rules and regulations, and without prior consultation with the Air Force. However, when a termination/non-renewal event occurs, the Institution shall inform the Air Force of the event, and the associated circumstances, within one (1) business day.
- 18. Understand intra-district instructor transfers.** School districts wishing to transfer or reassign AFJROTC instructors between AFJROTC host-Institutions may do so in accordance with district policies, with consent of the AFJROTC instructor and with prior written approval from the Air Force. In no case will an AFJROTC instructor be transferred or reassigned to another Institution unless they fully meet Air Force transfer eligibility requirements as prescribed in Air Force publications, or they are provided an approved waiver from the Air Force.

C. AFJROTC Student Enrollment.

- 1. Conduct an all-inclusive AFJROTC program.** Voluntary student enrollment into the program, and continuing enrollment in the program, shall be conducted without any form of discrimination. This prohibition does not include denying enrollment into AFJROTC, or removing a student from AFJROTC, when that student does not agree to, or fails to meet and/or maintain AFJROTC standards of uniform wear, grooming and/or personal conduct.
- 2. Meet minimum voluntary enrollment.** The Institution must maintain a minimum voluntary enrollment in the AFJROTC program of at least 1) 10 percent of the Institution's student population (grades 9-12 only), or 2) 100 students, whichever is less. While all students in the high school are encouraged to voluntarily enroll in the AFJROTC program, actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain, the mandatory program requirements of continued enrollment in AFJROTC.
- 3. Ensure minimum grade level enrollment in AFJROTC.** The Institution shall ensure voluntary AFJROTC enrollment is available to all high school students (grades 9-12 only).
- 4. Ensure equitable class scheduling.** The scheduling of all AFJROTC program academic courses shall be executed in a manner that makes it equally convenient for students to participate in AFJROTC academic courses as it for other programs/courses offered by the Institution.

5. **Provide access to feeder schools.** The Institution shall ensure that AFJROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the AFJROTC program to future 9th grade students.
6. **Permit only voluntary student enrollment.** The Institution will ensure all enrollments of students into the AFJROTC program are conducted with the prior knowledge and endorsement of the SASI. Prospective AFJROTC students must be fully informed of all mandatory AFJROTC enrollment requirements before being allowed to enroll into the AFJROTC program. Only students who voluntarily choose to meet and maintain acceptable standards of AFJROTC uniform wear, AFJROTC grooming standards and personal conduct standards shall be enrolled into, and permitted to remain in, the AFJROTC program.
7. **Permit only full time student enrollment.** No student shall be enrolled in the AFJROTC program when non-AFJROTC academic requirements will create a period of absence for that student from taking a full AFJROTC academic course.
8. **Satellite units.** AFJROTC instructors shall not travel to other institutions. All AFJROTC program instruction shall take place at the host Institution. However, travel to an adjacent 9th grade academy operating directly under the host Institution is permitted.
9. **Consider crosstown enrollment agreements.** Students from other local schools may participate in the AFJROTC program at the host Institution under the following conditions:
 - a) Travel by students from other local schools to the host Institution to participate in AFJROTC academic courses, as well any before/after school AFJROTC program activities, is conducted at no expense to the Air Force.
 - b) Travel by students from other local schools to the host institution shall be scheduled in a manner which guarantees full class period attendance and the minimum 120 classroom hours is reached by all students in the AFJROTC course.
 - c) Principals from all schools involved must agree in writing.
 - d) The principal of the host Institution maintains overall supervisory responsibility of the AFJROTC program and may terminate the crosstown agreement at any time.
10. **Ensure students meet uniform wear, grooming and personal conduct standards.** Students enrolled in the AFJROTC program must wear the prescribed AFJROTC uniform a minimum of one day per week while simultaneously meeting AFJROTC grooming standards. Anytime students are wearing the AFJROTC uniform, they shall abide by all Air Force standards for correct uniform wear, proper grooming standards, and proper personal conduct. The once-per-week uniform wear requirement shall be an all-school-day requirement, not limited to an AFJROTC classroom or the AFJROTC class period, but will include all non-AFJROTC classes attended by the student. However, when other

clothing is specifically required by non-AFJROTC classes, such as shop, culinary, or physical education, changing is allowed for the duration of the non-AFJROTC class only.

- 11. Uphold continued enrollment rules.** Continued student enrollment in the AFJROTC program shall be in accordance with the provisions of Federal Law, supporting DoD, Air Force publications, and the provisions of this MOA. The Institution shall ensure any student enrolled in the AFJROTC program who does not meet and/or maintain AFJROTC program requirements, such as weekly mandatory uniform wear and/or grooming standards, or standards of personal conduct, is expeditiously removed from the AFJROTC program, so as not to create further disruption to those students who fully meet continued enrollment standards. Students enrolled in the AFJROTC program will have proper AFJROTC uniform wear, grooming, and personal conduct specifically included as a pass/fail mandate of continued enrollment in AFJROTC.
- 12. Disenrollment of AFJROTC students.** The Institution shall not sanction, nor tolerate, the continued enrollment of any student who fails to meet continued enrollment rules of the AFJROTC program. The SASI shall be permitted to manage a fully compliant AFJROTC program, and with proper cause, be supported in removing a noncompliant student at any time during the academic year.

D. Academic Requirements:

- 1. Present only AFJROTC curriculum.** Only the AFJROTC-prescribed curriculum will be presented by AFJROTC instructors. Deviating from the AFJROTC-prescribed curriculum is only permitted when specifically requested by the Institution and approved in writing by the Air Force.
- 2. Grant academic credit.** All AFJROTC program academic courses shall be conducted by the Institution as full year/full credit course (not partial year/partial credit) and academic credit shall be granted toward graduation requirements for successful completion of an AFJROTC academic course. Academic credit granted shall be equivalent to the credit given for other academic courses in the Institution.
- 3. Ensure minimum course length.** All AFJROTC program academic courses shall be conducted as regular, full time academic courses consisting of a minimum of 120 classroom hours per academic year.
- 4. Collect and report academic metrics.** The Institution shall collect and maintain data related to the academic performance and graduation data of students currently, or previously enrolled in the AFJROTC program. This data shall be reported to the Air Force, or its agents, when requested by the Air Force.

E. Logistical Support & Accountability:

- 1. Provide a military property custodian (MPC).** The Institution shall appoint an employee of the institution as the MPC. Normally, AFJROTC instructors are appointed to this duty, but any Institution employee may be appointed when necessary. The MPC 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. The Institution shall also ensure that the appointed MPC conducts a full inventory of all Air Force funded items and performs required disposition actions before transferring the MPC duties to another individual. The school must always have an MPC appointed.
- 2. Provide instructional materials.** The Institution shall provide to the AFJROTC Department all the instructional supplies, materials, services, furniture, computer equipment and support, copiers, scanners and privileges afforded other academic departments at the institution.
- 3. Provide information technology (IT) support.** The Institution shall provide full IT support, updates and software for any Air Force funded/owned IT equipment. For any Air Force-provided/owned IT equipment, there are no restrictions on the Institution regarding IT support, software updates, troubleshooting, and/or operating system configuration.
- 4. Provide transportation.** The Institution shall provide transportation for AFJROTC field trips and other off-Institution activities comparable to the transportation provided for other Institution programs, activities, or courses.
- 5. Provide security and accounting of Air Force property.** The Institution shall conform to the publications 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.
- 6. Assume liability.** The Institution shall 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 Air Force as an additional insured.

F. Understand AFJROTC Activity Reimbursements.

- 1.** The Institution shall fund, in advance, purchases which are specifically authorized to receive reimbursement by the Air Force, within the fund limitations imposed by the Air Force. These purchases directly support AFJROTC program activities and operations and include, but are not limited to transportation, lodging, meals, uniform items, uniform alterations and dry cleaning. The Air Force provides a state tax exemption letter (with federal tax exemption number) for these purchases. The Institution (via the AFJROTC instructors) shall obtain and submit documentation for authorized reimbursements in accordance with Air Force publications.

2. The Defense Finance & Accounting Service requires Institutions to establish a direct deposit System for Award Management (SAM) account, enabling an electronic funds transfer of reimbursement payments. SAM accounts must be renewed annually. The Institution shall maintain and provide original invoices, receipts and other supporting documentation used for reimbursement in accordance with DoD and Air Force publications.

G. Other Provisions.

1. **Ensure publication compliance.** The Institution shall comply with all Air Force publications governing unit operations, AFJROTC curriculum, student performance, instructor management, logistics management and financial management. Current publications are available to AFJROTC instructors via the WINGS database.
2. **Provide reports and meet deadlines.** The Institution shall facilitate completion, through Air Force channels, of necessary instructor evaluations, unit self-assessment reports, program status reports, equipment inventories, academic metrics, and other recurring and periodic reports required by the Air Force.

SECTION 3. BOTH PARTIES AGREEMENT. Contingent upon the acceptance of this MOA, both parties mutually agree as follows:

- A. **Maintain accreditation.** The Institution must maintain accreditation by a state or regional accreditation agency. Loss of accreditation shall be considered grounds for disestablishment action under paragraph 3.E.2 of this agreement.
- B. **AFJROTC instructor training and credentialing.** 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. Attendance waivers may be authorized by the Air Force in extenuating circumstances. The Institution shall afford AFJROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.
- C. **AFJROTC program evaluations.** Representatives of the Air Force shall be authorized to make visits to the Institution, both announced and unannounced, to evaluate the AFJROTC program, and ensure continued compliance with Air Force standards.
- D. **Actions on AFJROTC instructor certifications.** The Air Force shall have the right to place AFJROTC instructors on probational certification for any breach of Air Force or AFJROTC program standards. The Air Force shall have the right to withdraw, suspend or permanently

remove the certification of AFJROTC instructors for any breach of standards and the Institution will remove decertified personnel from the AFJROTC program.

E. MOA Termination Clauses.

1. This agreement may be terminated at the completion of any regular school year by either party, or sooner by mutual agreement. If the governing authorities of an Institution decide to discontinue their AFJROTC program, they must notify the Director, Air Force JROTC in writing at: Holm Center/JR, 60 West Maxwell Blvd, Maxwell Air Force Base, Alabama, 36112-6106.
2. Institutions which do not fulfill the provisions prescribed in this MOA, or in applicable Air Force publications, may be placed on probation. The appropriate Institution authorities will be required to correct the deficiency within a specified timeframe or risk disestablishment of the AFJROTC program.
3. The Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development, may terminate this agreement and withdraw the AFJROTC program if the best interest of the Air Force would be served by doing so, regardless of the provisions of paragraphs 3.E.1 and 3.E.2 of this MOA.
4. 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 Air Force-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 this agreement or disestablishment of the AFJROTC program.

F. General Provisions.

1. This is a standardized agreement and the language contained herein shall not be modified.
2. Regardless of changes in the original signatories, this agreement shall remain in effect until officially terminated, or superseded, under a provision of sub-section 3.E.
3. The agreement shall become effective upon signature by the Institution's Superintendent (or equivalent), and the Director of Air Force Junior ROTC.
4. 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 program.

5. This agreement will be reviewed for currency as determined by the Air Force. The Air Force reserves the right to require renewal of this agreement by both parties if significant program changes occur.
6. This agreement is governed by and shall be construed under Federal Law.
7. 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.
8. 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).
9. 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.
10. 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.
11. Unless otherwise stated herein, notices under this agreement must be in writing and shall be effective upon positive confirmation of receipt.

FOR THE INSTITUTION

Dr. MARTY POLLIO, Superintendent
Jefferson County Public School

(Date)

FOR THE AIR FORCE

PAUL C. LIPS, Col, USAF
Director, AFJROTC

(Date)