AGREEMENT FOR ESTABLISHMENT OF A
NAVAL JUNIOR RESERVE OFFICERS TRAINING UNIT

1. Contingent upon the acceptance of this agreement and conditioned by the fulfillment of an items enumerated in paragraph 2 of this agreement, the Chief of Naval Education and Training (CNET) agrees as follows:

a. To establishment and maintain a unit of the Naval Junior Reserve Officers Training Corps (NJROTC) in accordance with Title 10, United States Code, Chapter 102, Section 2031, as amended, at

only.

b. To provide for the use in the NJROTC program such available government property as may be authorized by law and applicable tables of allowance. The Navy shall pay transportation charges, including packaging and handling, for shipment of government property to and from the institution.

c. To prescribe the naval science curriculum content, consisting of 7200 minutes of instruction per naval science course, and to furnish the instructional materials and the guidelines for the application of these materials.

d. To reimburse the institution for authorized travel expanses in support of the NJROTC program, at rates prescribed by, and within limitations established by CNET.

e. To reimburse the institution as set forth in paragraph 2o for a portion of this agreement.

f. To issue, at the expense of the government, uniform clothing for enrolled cadets in the NJROTC program.

g. To provide a single payment, in the amount specified by CNET, each school year to defray specified direct costs incurred by the institution in support of the NJROTC program.

2. Contingent upon the acceptance of this applicatio and conditioned upon the fulfillment of the items enumerated in paragraph 1 of this agreement, the institution agrees as follows:

a. To establish a Depatment of Naval Science as an integral adademic department and to establish a 3 or 4-year naval science curriculum consisting of at least 7200 minutes of instruciton per naval science cours.

b. To employ a minimum per unit of one retired officer as the Naval Science Instructor (NSI) and one retired enlisted person as the Associate Naval Science curriculum. Additional Associate Naval Science Instructors shall be employed in accordance with the student/instructor ratios set forth in NJROTC Regulations.

c. To inform the Navy, in writing, of any changes to the employment status of the instructor, e.g., instructor termination, new instructor hires.

d. To make available for use by the Department of Naval Science necessary and adequate classrooms, administrative offices, office equipment, including naval science office telephone service capable of electronic data transmission, instructional supplies, storage space, drill area, and utilities, and to pay the cost and maintenance thereof.

e. To provide adequate storage areas for the protection and security of government property issued to the institution, and to conform to the regulations relating to the issue, care, use, and safekeeping, turn-in, and accounting for such government property as may be issued to the school.

f. To appoint either the NSI or an ANSI as the military property custodian who will be empowered to requisition, receive, stock, and account for government property issued to the school.

g. To provide suitable safeguards for government property provided. Such safeguards shall include, but not be limited to:

(1) Secure storage for all government property, and

(2) Coverage for loss and damage of prperty (e.g., bonds, insurance, etc.)

h. To grant appropriate academic credit toward graduation requirements for successfull completion by NJROTC students of naval science courses.

i. To limit membership in the unit to students who:

(1) Maintain acceptable standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation, and

(2) Maintain acceptable standards of conduct as defined in locally published documents originated by the Naval Science Instructor and approved by the principal, and

(3) Comply with personal grooming standards as prescribed by Navy directives.

j. To maintain standards of instruction and administration of the NJROTC program of instruction as may be prescribed by CNET.

k. Provide positive safeguards to prevent unlawful discrimination against students or instructors based on race and/or cdmicity, religion, or gender.

l. To maintain standards of instruction and administration of the NJROTC program of instruction as may be prescribed by CNET.

m. To include the Naval Science Instructor in meetings where policies, recommendations, or decisions affecting the NJROTC program are made, including the employment or discharge of Associate Naval Science Instructors.

n. To provide transportation, as authorized, in support of the NJROTC program on a reimbursable basis within funding limitations imposed by the Navy.

o. To ensure the level of active duty pay and allowances, less retired or retainer pay, is the minimum salary the institution shall pay NJROTC instructors. This should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NJROTC instructors and the institution. The institution may pay more than the amount equal to the

difference between retired or retainer pay and the individual's active duty pay and allowance rate, but shall do so without additional entitlement for reimbursement from the Navy. The institution is the employing agency and shall pay the ful amoutn due tothe individual employed. The institution will give each NJROTC instructor a written contract which stipulates the duration of employment, including identification of the specific periods during which the instructor will be performing duties in data support of the NJROTC program, and the amount of salary. The Navy shall pay the institution on-half of the difference between the individual's entitled retired pay and the active duty pay and allowances, excluding hazardous duty and proficiency pay, which he would receive if ordered to active duty. The Navay reimbursement responsibility is limited to the period of employment specified on the NJROTC Instructor Employment Data Form (CNET 7220/3) regardless of the institution's distribution of pay.

p. To assign NJROTC instructors only those duties connected with the instruction, operation, and administration of the NJROTC program. Host schools shall contract separately related to the NJROTC program, which shall be at no cost to the Navy. Such additional services shall be performed outside the hours of the normal school day. (This requirement does not preclude NJROTC instructors from serving on routine committees or performing curricular or extracurricular duties normally performed by and rotated among other faculty members).

3. It is mutually understood and agreed that:

a. This agreement shall become effective when signed by the CNET representative.

b. The institution is fully accredited by a state or regional accrediation agency.

c. The institution shall require the students enrolled int he NJROTC program to wear the prescribed uniform when directed by the naval science instructor. NJROTC instructors will wear the appropriate military uniform prescribed by regulations while conducting the program and at such other times considered appropriate.

d. The institution shall re-execute teaching contracts of NJROTC instructors as necessary to reflect changes in retired and/or active duty pay which may have become effective since the date of the previous contract.

e. The Chief of Naval Education and Training has the right at any time to decertify any NJROTC instructor assigned, as provided for in current regulations.

f. This agreement may be terminated in the following manner:

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

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

(3) If the statutory authority for this program is repealed, amended, or significantly modified, either by legislative action or the administrative action of highest authorities, CNET may modify or terminate this agreement accordingly with less than the above one year notice. In such event, CNET shall give participating schools as much notice as possible within the circumstances. In no event shall major modifications or termination of this agreement become effective before the end of a current academic year without the mutual consent of the parties.

(4) When it is determined that an NJROTC unit does not meet the standards specified in appropriate Department of defense or Navy directives (other than for enrollment), school authorities shall be notified that the unit has been placed in an evaluation or probation status. In the event of the evaulation status are not corrected, CNET may place the unit on probation. Disestablishment of the unit on probation shall be effective at the end of the probationary period if the reason for the probationary status has not been resolved.

(5) Units which are in at least their third year of enrollment and do not have statutory minimum enrollment of 100 cadets, or 10 percent of the number of eligible students enrolled in the institution, whichever is less, on October 1, will be placed on probation. No later than the end of the academic year, CNET will evaluate the unit's potential to attain the minimum enrollment upon the opening of the next school year. If this evaluation indicates that the minimum enrollment can be met, the unit will be continued on probation pending determination of actual enrollment not later than 90 days after the beginning of the following school year. If the minimum required enrollment is not met at that time, the unit will be scheduled for disestablishment no late than the end of that academic year.

g. The institution shall, in the event of mutual or unilateral termination of this agrement, or in the event of disestablishment as prescribed by the Secretary of the Navy, return to the Navy all U.S. Government-owned property in institutional custody in accordance with procedures and guidance in existence or provided by the Navy at the time of the termination of the agreement or of the NJROTC unit.

4. This agreement supersedes any prior agreement between the Department of the Navy and the school pertaining to the establishment and maintenance of an NJROTC unit.

Mailing Address of Host High School		UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY CHIEF OF NAVAL EDUCATION AND TRAINING (NJROTC) 250 DALLAS STREET PENSACOLA, FL 32508-5220	
Name of Host High School			
(Signature of School Official)	Date	By (Signature of CNET Representative)	Date
Typed Name and Title of School Official		Typed Name and Title of School Official	