



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 01/14/25

Item Title: Memorandum of Agreement (MOA) between X Action  
U.S. Marine Corps through Commanding Information  
General, Training and Education Discussion  
Command, and Brownsville ISD

## BACKGROUND:

This Memorandum of Agreement (MOA) is hereby entered into by and between Marine Corps acting through Commanding General, Training and Education Command, and Brownsville Independent School District for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at James Pace High School, pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102 §§ 2031-2036 and reference 1.2 herein.

## FISCAL IMPLICATIONS:

No Cost to the District.

## RECOMMENDATION:

Recommend to enter a Memorandum of Agreement (MOA) between Marine Corps acting through Commanding General, Training and Education Command, and Brownsville Independent School District for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at James Pace High School at no cost to the District.

Marisol A. Treviño [Signature]  
Submitted by: Principal/Program Director

Dr. Norma Ibarra-Cantu [Signature]  
Recommended by: Asst. Supt./Exec. Dir.,

Miguel Salinas [Signature]  
Reviewed by: Staff Attorney

Beatriz Hernandez [Signature]  
Approved by: Chief Officer

Approved for Submission to Board of Education:

[Signature]  
Dr. Jesus H. Chavez, Superintendent

## Minerva Almanza

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Friday, January 3, 2025 1:45 PM  
**To:** Minerva Almanza  
**Cc:** Roxanne Eckstein; Lea Ohrstrom  
**Subject:** [EXTERNAL]Re: Emailing: MOA United States Marine Corps

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Approved as to form.

Sincerely,  
Priscilla

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**From:** Minerva Almanza <malmanza1@bisd.us>  
**Sent:** Friday, December 20, 2024 5:47 PM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Cc:** Roxanne Eckstein <reckstein@bisd.us>  
**Subject:** Emailing: MOA United States Marine Corps

Ms. Priscilla,

For your review and approval.

Thank you  
Minnie

Your message is ready to be sent with the following file or link attachments:

MOA United States Marine Corps

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UNITED STATES MARINE CORPS  
TRAINING & EDUCATION COMMAND  
2007 ELLIOT ROAD  
QUANTICO, VIRGINIA 22134-5001

1533  
C 46JR  
15 Aug 24

ADDENDUM TO MEMORANDUM OF AGREEMENT (MOA) FOR THE ESTABLISHMENT OF  
MARINE CORPS JUNIOR RESERVE OFFICERS' TRAINING CORPS (JROTC) UNITS

**Purpose:** This Marine Corps JROTC-specific addendum is referenced in Section 1, Item 6 of DD Form 3202. The specifications listed in this addendum serve to clarify or amend the standardized requirements listed on the main document.

Ref: (a) Marine Corps Order P1533.6\_  
(b) JROTC Instructor Pay, DASD ltr 25 Mar 2024

1. Each Unit may be located only at its designated Host School and will not be relocated without prior written Marine Corps consent and modification to this Agreement. Satellite Units are not authorized. It is recommended that the host school establish a Department of Leadership to administer the Marine Corps JROTC Program as an independent entity or part of a Career and Technical Education (CTE) structure.

2. Cadet enrollment expectations include maintaining standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation. Cadets shall maintain conduct, grooming, and uniform standards and comply with any other criteria required by the references listed here and on DD Form 3202, that may be amended from time to time.

3. **Instructors**

a. **Contract**. The School District shall enter into a written contract with each Marine Corps JROTC Instructor that stipulates the duration of employment in direct support of the Marine Corps JROTC Program and the amount of salary each Instructor will receive. The Marine Corps recommends and will reimburse half of the Minimum Instructor Pay of each Marine Corps JROTC Instructor's contract up to and including 12 months. Any deviations from 12 months should be discussed with the Regional Director.

b. **Number**. The School District shall employ a minimum of two Instructors per Unit. One officer as the Senior Marine Instructor (SMI) and one enlisted as the Marine Instructor (MI) (collectively known as the Marine Corps JROTC Instructors). The School District shall notify and coordinate with the Regional Director before offering employment to any Marine Corps JROTC Instructor to determine if that Instructor has been certified per reference (a). Additional Marine Corps JROTC Instructors may be requested in writing for consideration by Headquarters Marine Corps JROTC.

c. **Waivers**. The Marine Corps JROTC Director may grant a waiver to hire two officers or two enlisted Marines when hiring one of each cannot be accomplished. This waiver may also include having an enlisted Marine assume the SMI role. In any case, the SMI must possess a bachelor's degree. This waiver request must be initiated by the school/district hiring authority and endorsed by the respective Marine Corps JROTC Regional Director before consideration by the Marine Corps JROTC Director. All other waivers shall originate with the superintendent.



## Marine Corps Addendum to DD Form 3202

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

e. Salary. Per reference (b), Marine Corps JROTC Instructors are paid by the School District with the Marine Corps providing reimbursement for 50% of the MIP. 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 (DD Form 2767) regardless of the School District pay distribution schedule. MIP should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual Marine Corps JROTC Instructors and the School District. The School District may pay more than 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 cocurricular Marine Corps JROTC coaching responsibilities, just as varsity sports coaches are compensated.

f. Instructor Training and Credentialing. The Marine Corps may conduct periodic workshops for instructors hired to conduct the Marine Corps JROTC program. The school district/host school shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. The Marine Corps will pay for transportation, lodging and provide per diem for these events. Any salary for these periods is at the discretion of the school district. Attendance waivers may be authorized by the Marine Corps in extenuating circumstances. The host school shall afford Marine Corps JROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.

4. Academic Credit. The School District, in conjunction with the State Board of Education, may grant students who complete Marine Corps JROTC courses additional academic credit toward graduation requirements (i.e., Physical Education, Health, Civics, etc.).

5. Uniforms. Students enrolled in the Marine Corps JROTC Program shall wear the prescribed uniform as directed by the Marine Corps JROTC Instructors at least one full school day per week. Appropriate civilian attire may be worn in place of the uniform only with the express permission of Headquarters Marine Corps JROTC. The Marine Corps JROTC Instructors shall wear the appropriate military uniform while participating in Marine Corps JROTC Program activities unless otherwise directed by Headquarters Marine Corps JROTC.

6. Marine Corps-Furnished Property. The amount and type of equipment provided is based on the number of cadets enrolled in each Program. The Marine Corps shall provide all curricular and instructional materials and guidelines used



## Marine Corps Addendum to DD Form 3202

to instruct the Marine Corps JROTC curriculum. The Senior Marine Instructor shall be appointed as the Marine Corps JROTC Responsible Officer (RO) by Headquarters Marine Corps JROTC and is empowered to requisition, receive, stock, and account for government property issued to the host school. In the absence of instructors, the host school will ensure the safekeeping of all government-furnished property issued to the school and take precautions to prevent the equipment from being lost, damaged, or stolen.

7. **Marine Corps Intellectual Property/Trademarks**. The host school may wish to adopt naming and/or branding reflective of the relationship that the host school has with the Marine Corps. However, any use of Marine Corps trademarks by the host School shall ensure to the benefit of the Marine Corps and not the host school, and the host school may not assert trademark rights in any naming or branding that includes Marine Corps trademarks, nor may it file to register trademarks of the host school any marks containing or based on Marine Corps trademarks. The host school Marine Corps JROTC Program may make limited use of Marine Corps trademarks while operating under the terms of this agreement, for example, in promotional materials for the Unit, and related activities. However, if the host school wishes to make and sell or otherwise distribute merchandise displaying Marine Corps trademarks, such activity must be approved by the U.S. Marine Corps Trademark Licensing Office (TMLO). The Marine Corps TMLO Program website is [www.trademark.marines.mil](http://www.trademark.marines.mil) and can be contacted at 703-784-6887 or [trademark\\_licensing@usmc.mil](mailto:trademark_licensing@usmc.mil).

8. **Facilities**. The following guidelines are provided when considering the space needed to ensure the successful implementation of a Marine Corps JROTC Unit. Any deviation from these guidelines shall be approved by the Regional Director.

- a. Instructor Offices with minimum space of 100 sqft.
- b. Classroom space of at least 30X50' comprised of either two classrooms or a classroom that could be divided into two areas to accommodate different cadet education levels.
- c. Climate-controlled storage area of 1000 sqft.
- d. Climate-controlled marksmanship training area approximately 30X50' and a secure storage area for rifle racks.
- e. Drill area space of approximately 100X100' and access to indoor area during inclement weather.
- f. Physical fitness area or gym space on equal access basis with physical education classes.

9. **Operational Support**. At a minimum, the host school shall provide the Marine Corps JROTC Unit with operational, Information Technology (IT), and recruitment support.

- a. This includes an operational budget commensurate with other school programs of comparable size and scope. Operational support is used to pay for the transportation of cadets to various meets, competitions, and activities considered necessary to support the Marine Corps JROTC Unit. The Regional Director can assist with determining an appropriate budget.



## Marine Corps Addendum to DD Form 3202

b. Marine Corps JROTC units require IT support to allow instructors to use the Headquarters Marine Corps JROTC email domain (mcjrotc.org) and the Cadet Records Manager (CRM) program. Instructors must use this domain when communicating with HQMC JROTC personnel and to access and work inside the All Partners Access Network (APAN) to account for, order, and replace government supplies and facilitate cadet travel. The CRM program is used to track all cadet activities throughout their cadetship and account for government property.

c. The school district shall ensure that Marine Corps JROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the program to future 9th grade students. Failure to do so may result in low enrollment.

10. **Evaluations/Inspections**. The school district and host school shall cooperate with, and grant access to government personnel to facilitate evaluations and inspections. All cadets shall be made available during the conduct of unit inspections.

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

a. When the Marine Corps determines a unit does not meet the standards specified in this MOA, other than for enrollment, school authorities shall be notified the unit has been placed on probation. Disestablishment of the unit may be made effective at the end of the probationary period if the reason for the probation has not been resolved.

b. Units in their third year of establishment not meeting the statutory minimum required enrollment shall be placed on probation. The Marine Corps JROTC Director shall evaluate the potential to attain the minimum enrollment by the start of the next school year. If not attainable, the Marine Corps JROTC Director shall encourage host school authorities to concur in the disestablishment of the unit at the end of that current school year. If the evaluation indicates that minimum enrollment will be attained by the start of the next school year the unit may be continued. The Marine Corps JROTC Director shall determine within 90 days from the start of the school year whether minimum enrollment requirements have been satisfied. If it has not, the host school may be officially notified of unit disestablishment scheduled for the end of that school year. The Marine Corps JROTC Director may authorize extensions of probation periods in special circumstances.

c. If the Unit has been placed in probation status and the deficiencies cited for such status are not corrected within the specified time frame, the Marine Corps may request the unit be re-designated as a National Defense Cadet Corps (NDCC) no later than 30 June of that school year. As a Marine Corps NDCC, the School District will cease to receive reimbursement for Instructor salaries. If the Unit chooses not to become a Marine Corps NDCC unit, the Marine Corps, upon the recommendation of the Commanding General Training and Education Command and approval of the Assistant Secretary of the Navy Manpower and Reserve Affairs shall disestablish the Unit at the end of the current school year. Unless otherwise agreed upon by the school district and the Marine Corps, instructor salaries will continue through 30 June to ensure responsible and knowledgeable personnel are available for an orderly disestablishment and return of all government property.



FOR THE SCHOOL		
<b>TYPED NAME (Last, First, Middle Initial) AND TITLE</b> Chavez, Jesus H. Superintendent, Brownsville Independent School District	<b>SIGNATURE</b>  	<b>DATE SIGNED (YYYYMMDD)</b>  
FOR THE MILITARY SERVICE		
<b>TYPED NAME (Last, First, Middle Initial) AND TITLE</b> Oltman, Robert G. Director, Marine Corps JROTC	<b>SIGNATURE</b> OLTMAN.ROBERT.G ERALD.1034515731 <small>Digitally signed by            OLTMAN.ROBERT.GERALD.10345            15731            Date: 2024.08.16 10:50:21 -0400</small>	<b>DATE SIGNED (YYYYMMDD)</b>  
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
<b>a. NAME OF HOST SCHOOL (No abbreviations)</b> James Pace Early College High School	<b>b. HOST SCHOOL'S COMPLETE MAILING ADDRESS (Include ZIP code)</b> <i>(If P.O. Box must also provide street address for shipping purposes)</i>  314 West Los Ebanos Brownsville, TX 78520	
<b>c. TYPE OF SCHOOL (Check appropriate box)</b> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
<b>d. PRINCIPAL'S NAME</b> Marisol A. Trevino		
<b>e. TELEPHONE NUMBER</b> (956) 698-2099		
<b>f. FAX NUMBER</b> (956) 714-6018		
<b>g. EMAIL ADDRESS</b> miayala@bisd.us		
<b>PERTAINING TO SCHOOL DISTRICT</b>		
<b>a. NAME OF SCHOOL DISTRICT (No abbreviations)</b> Brownsville Independent School District		
<b>c. SUPERINTENDENT'S NAME</b> Dr. Jesus H. Chavez		
<b>d. TELEPHONE NUMBER</b> (956) 698-0014		
<b>e. FAX NUMBER</b> (956) 574-6497		
<b>f. EMAIL ADDRESS</b> jhchavez@bisd.us		
LIST ACCREDITING AGENCY		
<b>a. REGIONAL</b> Southern Association of Colleges and Schools	<b>b. STATE</b> Texas Education Agency	<b>c. OTHER</b>  
<b>TOTAL ENROLLMENT OF HOST SCHOOL</b> 1643	<b>ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM</b> 100	



<b>MEMORANDUM OF AGREEMENT BETWEEN</b> _____ <b>AND</b> <u>Brownsville Independent School District</u> <i>(Name of School District)</i>	<u>Marine Corps</u> <i>(Military Service)</i>	<i>Form Approved</i> <i>OMB Number 0704-0680</i> <i>Expires 02/28/2027</i>
<b>TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT</b>		

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**Privacy Advisory**

Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended

This Memorandum of Agreement (MOA) is hereby entered into by and between \_\_\_\_\_ Marine Corps *(Military Service Name)* acting through \_\_\_\_\_ Commanding General, Training and Education Command *(first General/Flag Officer Command above JROTC Program Office)*, and Brownsville Independent School District *(School District Name)* (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at \_\_\_\_\_ James Pace High School *(Name of School Hosting the Unit)*, pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.

The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by \_\_\_\_\_ Marine Corps *(Military Service Name)* on the date of signature below, a JROTC unit is established at \_\_\_\_\_ James Pace High School *(Host School)* consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.

- I. REFERENCES.** The following references are incorporated herein and apply to both Parties:
1. 10 U.S.C. §§ 2031-2036
  2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program"
  3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response"
  4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment
  5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation
  6. Marine Corps JROTC-Specific Addendum dated 15 August 2024  
*(Name of Military Service-specific Addendum)*

**II. STATEMENT OF NON-DISCRIMINATION.** The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in **DoD Instruction 6400.01**, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.

The following School District and Host School office handles inquiries regarding the non-discrimination policies:  
314 W. Los Ebanos Brownsville, TX 78520 *(Address)*. The following School District and Host School office handles Title IX inquiries and complaints: \_\_\_\_\_ Dr. Linda Gallegos *(Host School District's Title IX Coordinator/ Office Address/Contact Information)*. Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]

- III. UNDERSTANDINGS OF THE PARTIES.**
1. **Nondiscrimination.** Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities.
  2. **Retaliation Prohibited.** Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited.
  3. **Partnership/Certification Relationship and Background Checks.** JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6.
    - a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations) concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b.



b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:

- (1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.
- (2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)
- (3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.
- (4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.
- (5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.

c) The School District shall:

- (1) Interview and employ only approved JROTC instructors as required by reference I.6.
- (2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.
- (3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.
- (4) Provide a copy of this certified MOA to JROTC instructors.
- (5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.

4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.

a) The Military Service shall:

- (1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.
- (2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.
- (3) Assess the instructional performance of at least one instructor per school.

b) The School District shall:

- (1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.
- (2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.
- (3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.
- (4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.
- (5) Have effective and timely procedures in place to ensure the Military Service \_\_\_\_\_ Regional Director \_\_\_\_\_ (POC)

is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.

5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party, JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.

a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.

b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.

6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.

a) The Military Service shall:

- (1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.



**IV. POINTS OF CONTACT.** The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

1. For the School District

**Primary:**

Title: Superintendent

Address: 1900 E. Price Rd #307, Brownsville, TX 78521

Email: jhchavez@bisd.us

Telephone Number: (956) 698-0014

**Alternate:**

Title: Chief Human Resources Officer

Address: 1900 E. Price Road, Brownsville, TX 78521

Email: nlgallegos@bisd.us

Telephone Number: (956) 698-0210

2. For the Military Service

**Primary:**

Title: Regional Director

Address: 44 Tordesillas St. Brownsville, TX. 78526

Email: christine.ramos@mcjrotc.org

Telephone Number: 843-263-0634

**Alternate:**

Title: Compliance Branch Manager

Address: 2007 Elliot Road, Quantico, VA 22134

Email: richard.barnes@mcjrotc.org

Telephone Number: 703-432-1766

**V. GOVERNING LAW.** This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

**VI. MODIFICATION OF MOA.** This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

**VII. NO WAIVER.** Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service 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 School District or Host School.

**VIII. ENTIRE AGREEMENT.** It is expressly understood and agreed that this MOA together with reference I.6. constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

**IX. CONFLICTS.** In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

**X. REPRESENTATIVE AUTHORITY.** Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

**XI. SEVERABILITY.** If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

**XII. TERMINATION.** This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year.

**XIII. TRANSFERABILITY.** This MOA is not transferable.

**XIV. ANTI-DEFICIENCY ACT.** Nothing in this MOA shall be construed as obligating the Military Service, its 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. § 1341).

**XV. EFFECTIVE DATE.** This MOA takes effect as of the date on which it has been certified by the Military Service.

**XVI. CANCELLATION OF PREVIOUS MOA.** This MOA cancels and supersedes any prior agreement by the Parties.



- (2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.
- (3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.
- b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.
- 7. Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.
- 8. Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.
- 9. JROTC Cadet Health/Wellness Participation Waiver.**
- a) The Host School will:
- (1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.
  - (2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.
- b) The Military Service shall:
- (1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.
  - (2) Identify any Health/Wellness training requirements (refer to reference I.6).
- 10. Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.
- 11. Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.
- 12. Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.
- 13. Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).
- 14. Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with 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 Military Department 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 shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or 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. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.



## 10 USC 2031: Junior Reserve Officers' Training Corps

Text contains those laws in effect on November 11, 2024

### From Title 10-ARMED FORCES

Subtitle A-General Military Law

PART III-TRAINING AND EDUCATION

CHAPTER 102-JUNIOR RESERVE OFFICERS' TRAINING CORPS

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## §2031. Junior Reserve Officers' Training Corps

(a)(1) The Secretary of each military department shall establish and maintain a Junior Reserve Officers' Training Corps, organized into units, at public and private secondary educational institutions which apply for a unit and meet the standards and criteria prescribed pursuant to this section. The Secretary of Defense shall promulgate regulations prescribing the standards and criteria to be followed by the military departments in selecting the institutions at which units are to be established and maintained.

(2) It is a purpose of the Junior Reserve Officers' Training Corps to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), and personal responsibility and a sense of accomplishment.

(b)(1) No unit may be established or maintained at an institution unless-

(A) the number of physically fit students in such unit who are in a grade above the 7th grade and physically co-located with the 9th grade participating unit and are citizens or nationals of the United States, or aliens lawfully admitted to the United States for permanent residence, is not less than (i) 10 percent of the number of students enrolled in the institution who are in a grade above the 7th grade and physically co-located with the 9th grade participating unit, or (ii) 100, whichever is less;

(B) the institution has adequate facilities for classroom instruction, storage of arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned;

(C) the institution provides a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned;

(D) the institution agrees to limit membership in the unit to students who maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned; and

(E) the unit meets such other requirements as the Secretary of the military department concerned prescribes in the memorandum of understanding required under paragraph (2)..<sup>1</sup>

(2) The Secretary of Defense shall prescribe in regulations a memorandum of understanding to be signed by the Secretary of the military department concerned and each institution operating a unit under this section. The memorandum shall be standardized to the extent practicable and include the following elements:

(A) A requirement that an institution notify the Secretary of the military department concerned of allegations of misconduct (including sexual misconduct and harassment) against an instructor who is receiving retired or other pay, not later than 48 hours after such institution learns of such allegations.

(B) A process by which the Secretary of the military department concerned certifies an instructor, including the conduct of appropriate background checks by such Secretary and the institution concerned.

(C) A process by which the Secretary of the military department concerned shall conduct oversight of instructors certified by such Secretary, including a requirement that such certification shall expire after not more than five years.

(D) Processes by which such institution's program will be inspected by the military department concerned prior to establishment of a new unit, or not less often than once every four years in the case of units existing as of January 1, 2024, staggered as the Secretary determines appropriate.

(E) A requirement that each institution certifies it-

(i) has created a process for students to report violations of their rights under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as applicable, and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), including the rights of students to not be subject to discrimination or subject to retaliation for reporting a violation of those laws, if such laws apply to the public or private institution;



(ii) has implemented policies ensuring students and instructors are notified of those rights, as well as the process for reporting violations of those rights, including information on available mandatory reporters, if such laws apply to the institution;

(iii) has implemented annual training to inform students of methods to prevent, respond to, and report sexual assault and harassment;

(iv) agrees to report all allegations of violations described in this subparagraph to the military department concerned and, if subject to the jurisdiction of the Department of Education, the Office of Civil Rights of the Department of Education not less often than annually;

(v) has developed processes to ensure that each student enrolled in a unit under this section has done so voluntarily; and

(vi) agrees to provide the data necessary to compile the report required under subsection (i).

(c) The Secretary of the military department concerned shall, to support the Junior Reserve Officers' Training Corps program-

(1) detail officers and noncommissioned officers of an armed force under his jurisdiction to institutions having units of the Corps as administrators and instructors;

(2) provide necessary text materials, equipment, and uniforms and, to the extent considered appropriate by the Secretary concerned, such additional resources (including transportation and billeting) as may be available to support activities of the program; and

(3) establish minimum acceptable standards for performance and achievement for qualified units.

(d)(1) Instead of, or in addition to, detailing officers and noncommissioned officers on active duty under subsection (c)(1), the Secretary of the military department concerned may authorize qualified institutions to employ, as administrators and instructors in the program-

(A) retired officers and noncommissioned officers whose qualifications are approved by the Secretary and the institution concerned and who request such employment;

(B) officers and noncommissioned officers who are separated with an honorable discharge within the past 5 years with at least 8 years of service and are approved by the Secretary and the institution concerned and who request such employment; or

(C) officers and noncommissioned officers who are active participating members of the selected reserve at the time of application, for purposes of section 101(d) of this title, and have not yet reached retirement eligibility and are approved by the Secretary and the institution concerned and who request such employment.

(2) Employment under this subsection shall be subject to the following conditions:

(A) The Secretary concerned shall pay to the institution an amount equal to one-half of the Department's prescribed JROTC Standardized Instructor Pay Scale amount paid to the member by the institution for any period.

(B) The Secretary concerned may pay to the institution more than one-half of the amount paid to the member by the institution if (as determined by the Secretary)-

(i) the institution is in an educationally and economically deprived area; and

(ii) the Secretary determines that such action is in the national interest.

(C) Payments by the Secretary concerned under this subsection shall be made from funds appropriated for that purpose.

(D) The Secretary concerned may require successful applicants to transfer to the Individual Ready Reserve.

(e)(1) When determined by the Secretary of the military department concerned to be in the national interest and agreed upon by the institution concerned, the institution may reimburse a Junior Reserve Officers' Training Corps instructor for moving expenses incurred by the instructor to accept employment at the institution in a position that the Secretary concerned determines is hard-to-fill for geographic or economic reasons.

(2) As a condition on providing reimbursement under paragraph (1), the institution shall require the instructor to execute a written agreement to serve a minimum of two years of employment at the institution in the hard-to-fill position.

(3) Any reimbursement provided to an instructor under paragraph (1) is in addition to the minimum instructor pay otherwise payable to the instructor.

(4) The Secretary concerned shall reimburse an institution providing reimbursement to an instructor under paragraph (1) in an amount equal to the amount of the reimbursement paid by the institution under that paragraph. Any reimbursement provided by the Secretary concerned shall be provided from funds appropriated for that purpose.

(5) The provision of reimbursement under paragraph (1) or (4) shall be subject to regulations prescribed by the Secretary of Defense for purposes of this subsection.

(f)(1) Each public secondary educational institution that maintains a unit under this section shall permit membership in the unit to homeschooled students residing in the area served by the institution who are qualified for membership in the unit (but for lack of enrollment in the institution).

(2) A student who is a member of a unit pursuant to this subsection shall count toward the satisfaction by the institution concerned of the requirement in subsection (b)(1) relating to the minimum number of student members in the



unit necessary for the continuing maintenance of the unit.

(g) No unit may be established or maintained at an educational institution that is owned, operated, or controlled by a person that-

- (1) is the People's Republic of China;
- (2) is a member of the Chinese Communist Party;
- (3) is a member of the People's Liberation Army;
- (4) is identified by the Secretary of Defense under section 1260H(a) of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (10 U.S.C. 113 note) as a Chinese military company;
- (5) is included in the Non-SDN Chinese Military-Industrial Complex Companies List published by the Department of the Treasury; or
- (6) is owned by or controlled by or is an agency or instrumentality of any person described in paragraphs (1) through (5).

(h)(1) The Secretary of Defense may suspend or place on probation a unit of the Junior Reserve Officers' Training Corps that fails to comply with the provisions of the memorandum of understanding required pursuant to subsection (b) or any other requirement of this section.

(2) A unit may be placed on probation under paragraph (1) for a period of up to three years.

(3) A unit may be suspended under paragraph (1) if, after the three-year probationary period, such unit remains out of compliance with the requirements of this section and the Secretary of the military department concerned determines that such suspension is necessary to mitigate program deficiencies or to protect the safety of program participants.

(i)(1) <sup>2</sup> The Secretary of Defense shall establish and support not fewer than 3,400, and not more than 4,000, units of the Junior Reserve Officers' Training Corps.

(2) The requirement under paragraph (1) shall not apply-

- (A) if the Secretary fails to receive an adequate number of requests for Junior Reserve Officer's Training Corps units by public and private secondary educational institutions; and
- (B) during a time of national emergency when the Secretaries of the military departments determine that funding must be allocated elsewhere.

(i)(1) <sup>2</sup> Not later than March 31, 2024, and annually thereafter through March 31, 2029, the Secretary of Defense shall submit to Committees on Armed Services of the Senate and the House of Representatives a report on allegations of sexual misconduct, sexual harassment, and sex discrimination in Junior Reserve Officers' Training Corps programs during the preceding year.

(2) Each report required under paragraph (1) shall set forth the following:

(A) The number of reported allegations of violations under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) in school-affiliated Junior Reserve Officers' Training Corps programs, including-

- (i) the number of such reported allegations that were investigated;
- (ii) the outcome of those investigations; and
- (iii) the number of such reported allegations by State, the District of Columbia, or overseas location where these reports occurred.

(B) The number of reports that the Department of Defense or armed forces have received during the reporting period involving allegations of acts of violence, including sexual abuse or harassment, by instructors against students in Junior Reserve Officers' Training Corps programs, including-

- (i) the offense involved;
- (ii) the armed force involved;
- (iii) the number of instructors and number of allegations each instructor received;
- (iv) the number of reports of sexual misconduct and harassment that have been investigated;
- (v) the number of reports or investigations that have led to the removal of an instructor from a Junior Reserve Officers' Training Corps program; and
- (vi) the number of such reported allegations by State, the District of Columbia, or overseas location where these reports occurred.

(C) Any steps the Department of Defense has taken to mitigate sexual misconduct and harassment in Junior Reserve Officers' Training Corps programs during the preceding year.

(3) Each report required under paragraph (1) shall be submitted in unclassified form and may not be designated as controlled unclassified information.

(4) The Secretary shall annually report to the Committees on Armed Services of the Senate and the House of Representatives regarding compliance with this subsection by the Junior Reserve Officers' Training Corps programs, including an up-to-date report on the Secretary's monitoring of such compliance.

(Added Pub. L. 88-647, title I, §101(1), Oct. 13, 1964, 78 Stat. 1063 ; amended Pub. L. 89-718, §16, Nov. 2, 1966, 80 Stat. 1117 ; Pub. L. 90-83, §3(4), Sept. 11, 1967, 81 Stat. 220 ; Pub. L. 93-165, Nov. 29, 1973, 87 Stat. 660 ; Pub. L. 94-361, title VIII, §807, July 14, 1976, 90 Stat. 933 ; Pub. L. 95-358, Sept. 8, 1978, 92 Stat. 592 ; Pub. L. 98-525, title



IV, §422, title XIV, §1405(32), Oct. 19, 1984, 98 Stat. 2520 , 2624; Pub. L. 100-26, §7(i)(3), Apr. 21, 1987, 101 Stat. 282 ; Pub. L. 102-484, div. A, title V, §533(a)-(e)(1), Oct. 23, 1992, 106 Stat. 2411 , 2412; Pub. L. 103-160, div. A, title XI, §1182(g)(1), Nov. 30, 1993, 107 Stat. 1774 ; Pub. L. 107-107, div. A, title V, §537, Dec. 28, 2001, 115 Stat. 1107 ; Pub. L. 109-364, div. A, title V, §540, Oct. 17, 2006, 120 Stat. 2211 ; Pub. L. 110-181, div. A, title VI, §635, Jan. 28, 2008, 122 Stat. 155 ; Pub. L. 116-92, div. A, title V, §§511, 512(a), 513, Dec. 20, 2019, 133 Stat. 1348 ; Pub. L. 116-283, div. A, title V, §512, Jan. 1, 2021, 134 Stat. 3587 ; Pub. L. 117-263, div. A, title V, §512(a), Dec. 23, 2022, 136 Stat. 2564 ; Pub. L. 118-31, div. A, title V, §§551-553(a), 554, 555(a), 556, Dec. 22, 2023, 137 Stat. 269-272 .)

## EDITORIAL NOTES

### REFERENCES IN TEXT

The Education Amendments of 1972, referred to in subsecs. (b)(2)(E)(i) and (i)(2)(A), is Pub. L. 92-318, June 23, 1972, 86 Stat. 235 . Title IX of the Act, known as the Patsy Takemoto Mink Equal Opportunity in Education Act, is classified principally to chapter 38 (§1681 et seq.) of Title 20, Education. For complete classification of title IX to the Code, see Short Title note set out under section 1681 of Title 20 and Tables.

The Civil Rights Act of 1964, referred to in subsec. (b)(2)(E)(i), is Pub. L. 88-352, July 2, 1964, 78 Stat. 241 . Title VI of the Act is classified generally to subchapter V (§2000d et seq.) of chapter 21 of Title 42, The Public Health and Welfare. For complete classification of this Act to the Code, see Short Title note set out under section 2000a of Title 42 and Tables.

Section 1260H(a) of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021, referred to in subsec. (g)(4), is section 1260H(a) of Pub. L. 116-283, which is set out as a note under section 113 of this title.

### AMENDMENTS

**2023-**Subsec. (a)(1). Pub. L. 118-31, §551(1)(B), which directed substitution of "maintained." for " 'maintained, and shall provide' and all that follows through the period at the end", was executed by making the substitution for "maintained and shall provide for the fair and equitable distribution of such units throughout the Nation, except that more than one such unit may be established and maintained at any military institute.", to reflect the probable intent of Congress.

Pub. L. 118-31, §551(1)(A), substituted "The Secretary of Defense shall promulgate" for "The President shall promulgate".

Subsec. (b). Pub. L. 118-31, §552, designated existing provisions as par. (1), redesignated former pars. (1) to (5) as subpars. (A) to (E), respectively, of par. (1), redesignated subpars. (A) and (B) of former par. (1) as cls. (i) and (ii) respectively, of subpar. (A), in subpar. (E), substituted "as the Secretary of the military department concerned prescribes in the memorandum of understanding required under paragraph (2)." for "as may be established by the Secretary of the military department concerned", and added par. (2).

Subsec. (d). Pub. L. 118-31, §553(a)(1), amended subsec. (d) generally. Prior to amendment, subsec. (d) authorized employment of retired officers and noncommissioned officers who are in receipt of retired pay and members of the Fleet Reserve and Fleet Marine Corps Reserve as administrators and instructors.

Subsecs. (e), (f). Pub. L. 118-31, §553(a)(2), (3), redesignated subsecs. (g) and (h) as (e) and (f), respectively, and struck out former subsecs. (e) and (f) which authorized employment as administrators and instructors officers or noncommissioned officers who are under 60 years of age and who, but for age, would be eligible for retired pay for non-regular service and officers or noncommissioned officers who receive certain honorable discharges and are in active status.

Subsec. (g). Pub. L. 118-31, §554, which directed the addition of subsec. (g) at the end of this section, was executed by adding subsec. (g) after subsec. (f) to reflect the probable intent of Congress and the addition of subsec. (i), relating to number of units of the Junior Reserve Officers' Training Corps required to be established and supported, by section 551(2) of Pub. L. 118-31. Former subsec. (g) redesignated (e).

Subsec. (h). Pub. L. 118-31, §555(a), which directed the addition of subsec. (h) at the end of this section, was executed by adding subsec. (h) after subsec. (g) to reflect the probable intent of Congress and the addition of subsec. (i), relating to number of units of the Junior Reserve Officers' Training Corps required to be established and supported, by section 551(2) of Pub. L. 118-31. Former subsec. (h) redesignated (f).

Subsec. (i). Pub. L. 118-31, §556, added subsec. (i) relating to annual report on allegations of sexual misconduct, sexual harassment, and sex discrimination in Junior Reserve Officers' Training Corps programs.

Pub. L. 118-31, §551(2), added subsec. (i) relating to number of units of the Junior Reserve Officers' Training Corps required to be established and supported.



**2022-Subsecs. (f) to (h).** Pub. L. 117–263 added subsec. (f) and redesignated former subsecs. (f) and (g) as (g) and (h), respectively.

**2021-Subsec. (a)(2).** Pub. L. 116–283 inserted "(including an introduction to service opportunities in military, national, and public service)" after "service to the United States".

**2019-Subsec. (b)(1).** Pub. L. 116–92, §511, substituted "above the 7th grade and physically co-located with the 9th grade participating unit" for "above the 8th grade" in two places.

Subsec. (b)(3). Pub. L. 116–92, §512(a), inserted "and which may include instruction or activities in the fields of science, technology, engineering, and mathematics" after "duration".

Subsec. (g). Pub. L. 116–92, §513, added subsec. (g).

**2008-Subsec. (f).** Pub. L. 110–181 added subsec. (f).

**2006-Subsec. (d).** Pub. L. 109–364, §540(b), inserted "who are in receipt of retired pay" after "retired officers and noncommissioned officers" in introductory provisions.

Subsec. (e). Pub. L. 109–364, §540(a), added subsec. (e).

**2001-Subsec. (a)(1).** Pub. L. 107–107 struck out after first sentence "The total number of units which may be established and maintained by all of the military departments under authority of this section, including those units already established on October 13, 1964, may not exceed 3,500."

**1993-Subsec. (a)(1).** Pub. L. 103–160 substituted "The" for "Not more than 200 units may be established by all of the military departments each year, and the" in second sentence.

**1992-Subsec. (a).** Pub. L. 102–484, §533(a), (b), designated existing provisions as par. (1), substituted "3,500" for "1,600", and added par. (2).

Subsec. (b)(1). Pub. L. 102–484, §533(c), substituted "in a grade above the 8th grade" for "at least 14 years of age" in two places and inserted ", or aliens lawfully admitted to the United States for permanent residence," after "of the United States".

Subsec. (c)(2). Pub. L. 102–484, §533(d), inserted before semicolon "and, to the extent considered appropriate by the Secretary concerned, such additional resources (including transportation and billeting) as may be available to support activities of the program".

Subsec. (d)(1). Pub. L. 102–484, §533(e)(1), amended par. (1) generally. Prior to amendment, par. (1) read as follows: "Retired members so employed are entitled to receive their retired or retainer pay and an additional amount of not more than the difference between their retired pay and the active duty pay and allowances which they would receive if ordered to active duty, and one-half of that additional amount shall be paid to the institution concerned by the Secretary of the military department concerned from funds appropriated for that purpose."

**1987-Subsec. (a).** Pub. L. 100–26 struck out "beginning with the calendar year 1966" after "each year" in second sentence.

**1984-Subsec. (a).** Pub. L. 98–525, §1405(32), substituted "October 13, 1964" for "the date of enactment of this section".

Subsec. (b)(1). Pub. L. 98–525, §422(1), substituted "the number of physically fit students in such unit who are at least 14 years of age and are citizens or nationals of the United States is not less than (A) 10 percent of the number of students enrolled in the institution who are at least 14 years of age, or (B) 100, whichever is less" for "the unit contains at least 100 physically fit students who are at least 14 years of age and are citizens or nationals of the United States".

Subsec. (b)(5). Pub. L. 98–525, §422(2)–(4), added par. (5).

**1978-Subsec. (b)(1).** Pub. L. 95–358 inserted "or nationals" after "citizens".

**1976-Subsec. (a).** Pub. L. 94–361 increased total number of units authorized to be established to 1,600 from 1,200 and limited the military institutes to establishment and maintenance of only one unit.

**1973-Subsec. (b)(1).** Pub. L. 93–165 substituted "physically fit students" for "physically fit male students".

**1967-Subsecs. (c), (d).** Pub. L. 90–83 substituted "officers and noncommissioned officers" for "noncommissioned and commissioned officers" wherever appearing.

**1966-Subsec. (d).** Pub. L. 89–718 capitalized first letter of first word in cls. (1) and (2).

#### STATUTORY NOTES AND RELATED SUBSIDIARIES

#### EFFECTIVE DATE OF 2019 AMENDMENT

Pub. L. 116–92, div. A, title V, §512(b), Dec. 20, 2019, 133 Stat. 1348, provided that: "The amendment made by subsection (a) [amending this section] shall take effect 180 days after the date of the enactment of this Act [Dec. 20, 2019]."

#### EFFECTIVE DATE OF 1992 AMENDMENT

Pub. L. 102–484, div. A, title V, §533(e)(2), Oct. 23, 1992, 106 Stat. 2412, provided that: "The amendment made by paragraph (1) [amending this section] shall apply with respect to payments for periods of



instructor service performed after September 30, 1992."

### **SHORT TITLE**

Pub. L. 88-647, §1, Oct. 13, 1964, 78 Stat. 1063 , provided: "That the Act [enacting this chapter, and chapter 103 of this title, amending section 802 of former Title 5, sections 1475, 1478, 1481, 3201, 4348, 5404, 5504, 5652b, 6023, 6387, 6959, 8201, and 9348 of this title, and sections 205, 209, 415, 416 and 422 of Title 37, Pay and Allowances of the Uniformed Services, repealing sections 3355, 3540, 4381 to 4387, 6901 to 6906, 6908, 6910, 8355, 8540, and 9381 to 9387 of this title, and enacting provisions set out as notes under this section and section 2107 and former section 9385 of this title, may be cited as the 'Reserve Officers' Training Corps Vitalization Act of 1964'."

### **ISSUANCE OF REGULATIONS**

Pub. L. 88-647, title I, §102, Oct. 13, 1964, 78 Stat. 1064 , directed that regulations implementing subsec. (a) of this section be issued by President and by Secretary of each military department not later than Jan. 1, 1966.

### **SAVINGS CLAUSE**

Pub. L. 88-647, title IV, §402, Oct. 13, 1964, 78 Stat. 1074 , provided that: "If a part of this Act [see Short Title note above] is invalid, all valid parts that are severable from the invalid part remains in effect. If a part of this Act is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications."

### **TREATMENT OF CURRENT ADMINISTRATORS AND INSTRUCTORS**

Pub. L. 118-31, div. A, title V, §553(b), Dec. 22, 2023, 137 Stat. 271 , provided that: "An administrator or instructor employed under section 2031 of title 10, United States Code, on the date of enactment of this section [Dec. 22, 2023] shall not be subject to a reduction in total compensation as a result of such enactment."

### **INCREASE IN NUMBER OF UNITS OF JUNIOR RESERVE OFFICERS' TRAINING CORPS**

Pub. L. 110-417, [div. A], title V, §548, Oct. 14, 2008, 122 Stat. 4466 , as amended by Pub. L. 112-239, div. A, title V, §553, Jan. 2, 2013, 126 Stat. 1742 ; Pub. L. 114-92, div. A, title X, §1072(c), Nov. 25, 2015, 129 Stat. 995 , provided that:

"(a) **PLAN FOR INCREASE.**-The Secretary of Defense, in consultation with the Secretaries of the military departments, shall develop and implement a plan to establish and support, not later than September 30, 2020, not less than 3,000, and not more than 3,700, units of the Junior Reserve Officers' Training Corps.

"(b) **EXCEPTIONS.**-The requirement imposed in subsection (a) shall not apply-

"(1) if the Secretary fails to receive an adequate number or requests for Junior Reserve Officers' Training Corps units by public and private secondary educational institutions;

"(2) during a time of national emergency when the Secretaries of the military departments determine that funding must be allocated elsewhere; or

"(3) if the Secretaries of the military departments determine that the level of support of all kinds (including appropriated funds) provided to youth development programs within the Armed Forces is consistent with funding limitations and the achievement of the objectives of such programs.

"(c) **COOPERATION.**-The Secretary of Defense, as part of the plan to establish and support additional Junior Reserve Officers' Training Corps units, shall work with local educational agencies to increase the employment in Junior Reserve Officers' Training Corps units of retired members of the Armed Forces who are retired under chapter 61 of title 10, United States Code, especially members who were wounded or injured while deployed in a contingency operation.

"(d) **REPORT ON PLAN.**-Upon completion of the plan, the Secretary of Defense shall provide a report to the congressional defense committees [Committees on Armed Services and Appropriations of the Senate and the House of Representatives] containing, at a minimum, the following:

"(1) A description of how the Secretaries of the military departments expect to achieve the number of units of the Junior Reserve Officers' Training Corps specified in subsection (a), including how many units will be established per year by each service.

"(2) The annual funding necessary to support the increase in units, including the personnel costs associated.

"(3) The number of qualified private and public schools, if any, who have requested a Junior Reserve Officers' Training Corps unit that are on a waiting list.

"(4) Efforts to improve the increased distribution of units geographically across the United States.

"(5) Efforts to increase distribution of units in educationally and economically deprived areas.



"(6) Efforts to enhance employment opportunities for qualified former military members retired for disability, especially those wounded while deployed in a contingency operation."

#### **EXPANSION OF JUNIOR RESERVE OFFICERS' TRAINING CORPS PROGRAM**

Pub. L. 109-364, div. A, title V, §541, Oct. 17, 2006, 120 Stat. 2212, provided that:

"(a) **IN GENERAL.**-The Secretaries of the military departments shall take appropriate actions to increase the number of secondary educational institutions at which a unit of the Junior Reserve Officers' Training Corps is organized under chapter 102 of title 10, United States Code.

"(b) **EXPANSION TARGETS.**-In increasing under subsection (a) the number of secondary educational institutions at which a unit of the Junior Reserve Officers' Training Corps is organized, the Secretaries of the military departments shall seek to organize units at an additional number of institutions as follows:

"(1) In the case of Army units, 15 institutions.

"(2) In the case of Navy units, 10 institutions.

"(3) In the case of Marine Corps units, 15 institutions.

"(4) In the case of Air Force units, 10 institutions."

#### **REDUCTION IN NUMBER OF STUDENTS REQUIRED TO BE IN JUNIOR RESERVE OFFICERS' TRAINING CORPS UNITS FOR PERIOD OF SEPTEMBER 1, 1980, TO AUGUST 31, 1984**

Pub. L. 96-342, title VI, §602, Sept. 8, 1980, 94 Stat. 1087, as amended by Pub. L. 97-86, title VII, §702(a), Dec. 1, 1981, 95 Stat. 1111; Pub. L. 97-252, title VII, §702, Sept. 8, 1982, 96 Stat. 728; Pub. L. 98-94, title VII, §702, Sept. 24, 1983, 97 Stat. 634, authorized the Secretary of any military department, during the period beginning on Sept. 1, 1980, and ending on Aug. 31, 1984, to maintain a unit of the Junior Reserve Officers' Training Corps at any public or private secondary educational institution.

<sup>1</sup> So in original.

<sup>2</sup> So in original. Two subsecs. (j) have been enacted.





## DoD INSTRUCTION 1205.13

### JUNIOR RESERVE OFFICERS' TRAINING CORPS PROGRAM

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**Originating Component:** Office of the Under Secretary of Defense for Personnel and Readiness

**Effective:** May 21, 2021  
**Change 1 Effective:** March 14, 2024

**Releasability:** Cleared for public release. Available on the Directives Division Website at <https://www.esd.whs.mil/DD/>.

**Reissues and Cancels:** DoD Instruction 1205.13, "Junior Reserve Officers' Training Corps (JROTC) Program," February 6, 2006

**Approved by:** Virginia S. Penrod, Acting Under Secretary of Defense for Personnel and Readiness

**Change 1 Approved by:** Ashish S. Vazirani, Acting Under Secretary of Defense for Personnel and Readiness

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**Purpose:** In accordance with the authority in DoD Directive 5124.02 and Chapter 102 of Title 10, United States Code (U.S.C.), this issuance establishes policy, assigns responsibilities, and provides procedures for the organization and administration of the Junior Reserve Officers' Training Corps (JROTC) Program.



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## SECTION 1: GENERAL ISSUANCE INFORMATION

### 1.1. APPLICABILITY.

This issuance applies to:

- a. OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD.
- b. Those private or public secondary education institutions (referred to collectively in this issuance as “institutions”) with established JROTC units.
- c. The operations and administration of JROTC programs worldwide, at both public and private institutions.

### 1.2. POLICY.

a. The DoD funds JROTC programs to instill students of U.S. secondary educational institutions with:

- (1) The value of citizenship.
- (2) The value of service to the United States, including an introduction to service opportunities in military, national, and public service.
- (3) The value of personal responsibility.
- (4) A sense of accomplishment.

b. The DoD supports compliance by host institutions with Department of Education’s Title IX regulations and guidance, referred to as “Title IX” in this issuance, through the procedures in this issuance.

### 1.3. SUMMARY OF CHANGE 1.

The change to this issuance:

- a. Requires Tier 1 with Child Care investigations for non-sensitive positions in accordance with DoD Manual (DoDM) 1402.05 and Part 86 of Title 32, Code of Federal Regulations (CFR).
- b. Requires a minimum headquarter-to-school oversight ratio of 1:30.
- c. Standardizes memorandums of agreement (MOAs).



- d. Updates procedures to address Title IX compliance by developing:
  - (1) The Title IX Compliance Course.
  - (2) Requirements to document the fact that:
    - (a) JROTC instructors have been informed of prohibited activities.
    - (b) JROTC students and their parents, guardians, or adults responsible for the student(s) have been informed of their rights and incident reporting responsibilities.
- e. Provides a dedicated, monitored email address for serious incident reporting by the Military Departments and Services in accordance with Paragraph 2.2.i. of this issuance.



## SECTION 2: RESPONSIBILITIES

### 2.1. ASSISTANT SECRETARY OF DEFENSE FOR MANPOWER AND RESERVE AFFAIRS (ASD(M&RA)).

Under the authority, direction, and control of the Under Secretary of Defense for Personnel and Readiness, the ASD(M&RA):

- a. Develops policy, provides guidance, and oversees the conduct and administration of the JROTC Program.
- b. Resolves conflicts that may arise among the Military Services operating JROTC units.
- c. Monitors [osd.pentagon.ousd-p-r.list.jrotc-cin-reporting@mail.mil](mailto:osd.pentagon.ousd-p-r.list.jrotc-cin-reporting@mail.mil) for notifications and incident reports from the Secretaries of the Military Departments regarding allegations of misconduct, including alleged Title IX violations by JROTC instructors and staff. Reports incidents to the Deputy Assistant Secretary for Enforcement, Office for Civil Rights, U.S. Department of Education, as appropriate.
- d. In coordination with the Secretaries of the Military Departments:
  - (1) Oversees Service standardization of all JROTC MOAs between the Military Service and the host-institution in accordance with the requirements in Section 3 of this issuance.
  - (2) Ensures proper procedures are in place to protect personally identifiable information collected, shared, and maintained in accordance with Section 552a of Title 5, U.S.C. (commonly referred to as the Privacy Act of 1974, as amended), as implemented in DoD 5400.11-R and DoD Instruction 5400.11.
  - (3) In accordance with DoD Instructions 5400.11, 7750.07, and 8910.01, and DoD 5400.11-R, as applicable:
    - (a) Provides resources and information on the JROTC program, associated instructor responsibilities, and conduct for prospective JROTC students and their parents, guardians, or adults responsible for the student(s), and contact information for reporting misconduct.
    - (b) Student Code of Conduct and Parent/Guardian Consent Forms are an inspectable item as part of the annual, in-person evaluation described in Paragraph 2.2.p.(1), and its submission to the host school is a condition of participation in the JROTC program.
  - (4) In accordance with DoD Instructions 5400.11, 7750.07, and 8910.01, and DoD 5400.11-R, as applicable, for current and potential JROTC instructors:
    - (a) Informs current JROTC instructors and applicants of permissible instructor conduct.



(b) Instructor Prohibited Activities Forms are an inspectable item as part of the annual, in-person evaluation described in Paragraph 2.2.p.(1), and its submission to the host school is a condition of certification as a JROTC instructor.

## **2.2. SECRETARIES OF THE MILITARY DEPARTMENTS.**

The Secretaries of the Military Departments:

- a. In coordination with one another, the Tri-Service JROTC Working Group, led by the ASD(M&RA), and in consultation with the Department of Education, develop, publish, and implement a standardized Title IX Compliance Course for all new JROTC instructors, with annual re-validation training required for all JROTC instructors.
- b. Ensure standardization of all JROTC MOAs in accordance with the requirements of this issuance.
- c. Ensure their JROTC programs inform current and prospective JROTC instructors of the requirements of this issuance, particularly those in Paragraphs 3.3.a. and 3.4.
- d. Implement this issuance by ensuring adherence to Sections 3 through 5.
- e. Sponsor, fund, and conduct the JROTC program for their respective Military Services.
- f. Provide fair and equitable distribution of units throughout the United States with no more than one JROTC unit in a school, except for military institute schools.
- g. Ensure that the Military Services develops and provides for the JROTC Program a course with a minimum 3 academic year curriculum.
- h. Ensure that the MOAs with participating schools and school districts require that any allegation of a Title IX violation in the JROTC program, as well as allegations of misconduct that may lead to a suspension of instructor certification, are reported in a timely fashion by the school or school district to the Military Service concerned. Additionally, ensure that any such reports are then reported through the Service's chain of command to its respective M&RA office within 72 hours of the school or school district reporting the incident. Develop procedures to implement this MOA requirement.
- i. Make any necessary reports via a Serious Incident Report, Commander Critical Information Requirement reporting process, or similar method of notification.

(1) The Secretary of the Military Department's M&RA office concerned will forward a copy of such notifications or incident reports to the Office of the ASD(M&RA) via [osd.pentagon.ousd-p-r.list.jrotc-cin-reporting@mail.mil](mailto:osd.pentagon.ousd-p-r.list.jrotc-cin-reporting@mail.mil) within 72 hours of the Service chain of command being informed.

(2) Reports will not include personally identifiable information.



j. Conduct background checks and investigations of current and prospective JROTC instructors in accordance with DoDM 1402.05, Part 86 of Title 32, CFR, and Paragraph 3.4. of this issuance. Provide the requisite number of civilian and military billets and associated resources to request and oversee the implementation and adjudication of these investigations, as well as maintain the subsequent reverification or resubmissions as required.

k. Ensure the Military Services provide the necessary curriculum materials (e.g., textbooks), equipment, uniforms, and additional resources to include:

- (1) Installation billeting.
- (2) Logistical support, including the ability to purchase necessary items through available military supply systems.
- (3) Transportation where available to support the JROTC Program.

l. Account for the cost incurred by their respective Military Department in sponsoring, maintaining, or disestablishing a JROTC unit.

m. Prescribe, as appropriate, procedures to award advanced paygrade level placement upon enlistment in a Military Service or enrollment in a Senior Reserve Officers' Training Corps program by a person who presents evidence of successful completion of JROTC participation as follows:

(1) A recruit for military service who has completed at least 2 academic years of the JROTC Program under any Military Department, and has graduated from high school, is entitled to advanced promotion to the paygrade of no less than E-2 on initial enlistment in an Active or Reserve Component of a Military Service. Advancement to the paygrade of E-3 may be awarded for successful completion of 3 academic years of the JROTC Program.

(2) A person participating as a cadet or midshipman in a Senior Reserve Officers' Training Corps Program with 3 academic years of the JROTC Program may be entitled to no less than 1 year of credit in the Senior Reserve Officers' Training Corps Program.

n. Reimburse institutions for JROTC instructor salaries in accordance with Section 2031 of Title 10, U.S.C.

o. In accordance with Section 2031(e)(2) of Title 10, U.S.C., schools may receive additional instructor funds if:

- (1) Funds are available.
- (2) It is determined, following periodic reviews, by the Military Department:
  - (a) To be in the National interest.
  - (b) The school is in an educationally and economically deprived area.



p. Annually:

(1) Designate evaluators to assess, in person, the operation, administration, instructor performance, and effectiveness of the overall JROTC Program and the individual JROTC units for contractual compliance, cost, and performance objectives. Designated evaluators verify and, as required, recommend updates to MOAs with appropriate school district representatives. Designated evaluators validate instructor prohibited activity acknowledgement as part of the instructor evaluation. Evaluators must be qualified officials who are appropriately immersed in JROTC program expectations and operations, and who are not associated with the school district or JROTC unit concerned.

(2) Resource JROTC headquarters, areas, regions, or brigades with staff across the Future Years Defense Program to:

(a) Achieve a ratio of no less than one JROTC oversight official to 30 JROTC host schools.

(b) Provide day-to-day unit oversight and evaluations.

(c) Achieve annual, in-person evaluation from a qualified, designated oversight official assigned.

(d) Process Tier 1 with Child Care Investigation for Non-Sensitive Positions.

(3) Update the Office of the ASD(M&RA) on program planning items, to include:

(a) Overall budget balance, sufficiency, and shortfalls.

(b) Specific execution estimates.

(c) Anticipated:

1. Significant funding changes in the program objective memorandum.

2. Changes in JROTC units or overall student enrollment.

(d) Metrics used to judge program effectiveness.

(e) Recommended policy changes and other suggestions that would make the JROTC Program more effective and efficient.

(f) Any other resourcing or policy concerns unaddressed in the Service program objective memorandum submission.

q. Establish specific probation and disestablishment procedures for program units not meeting the standards specified in this issuance and their corresponding Military Service directives (other than for minimum enrollment requirements).



r. Ensure that the Military Services prescribe policy on the issuance of awards to students participating in the JROTC programs, including awards from the Military Service concerned, the participating school or district, and other organizations. Such policy will require that only those awards authorized and approved by the participating school or district and conforming to the Military Services' core values may be awarded to students for participation in the JROTC programs and worn on program uniforms.



## **SECTION 3: PROCEDURES FOR THE ESTABLISHMENT AND OPERATION OF JROTC AT SCHOOLS**

### **3.1. JROTC MOAS.**

a. JROTC MOAs must:

(1) Identify the roles and responsibilities of the host-institution to protect students as related to compliance by the host-institution with the requirements of Title IX.

(2) Confirm that student participation in the program is strictly voluntary.

b. Intermediate and secondary-level military academies and other specifically approved schools that notify students before enrollment that admission is contingent on JROTC participation are exempt from Paragraph 3.1.a.(2) due to the nature of these institutions and attendance at these schools being voluntary.

c. MOAs are annually reviewed with current school leadership as part of the in-person evaluation as described in Paragraph 2.2.p.(1).

### **3.2. JROTC ESTABLISHMENT.**

Secondary educational institutions that want to establish JROTC units or continue established units will agree to adhere to the procedures outlined in this paragraph.

a. In accordance with Section 2031(b)(1) of Title 10, U.S.C., maintain a JROTC enrollment, as approved by the school's administration to participate, consisting of:

(1) Students above the seventh grade and physically co-located with a participating unit of the ninth grade or above;

(2) Citizens or nationals of the United States or aliens lawfully admitted to the United States for permanent residence; and

(3) At least 100 physically fit students or, if fewer than 1,000 students above the seventh grade are enrolled in the institution, a number of physically fit students which represents at least 10 percent of the total student population.

b. Employ, as JROTC instructors, officer and enlisted personnel whose qualifications are approved by the Military Service administering the JROTC Program.

(1) The senior instructor will possess a baccalaureate degree.

(2) Junior instructors must obtain an associate's degree from an institution of higher learning within 5 years of employment.



(3) All instructors are highly encouraged to pursue continuing or higher education. Only degrees from accredited colleges or universities, as recognized by the U.S. Department of Education, are acceptable to meet the education requirements.

c. In accordance with Section 2031(d) of Title 10, U.S.C., compensate retired military personnel hired as JROTC instructors.

(1) JROTC instructors receive retired, or retainer pay from the U.S. Government.

(2) Institutions, as the employing agency, will pay the full amount due to the JROTC instructor.

(3) The level of active duty pay and allowances, minus retired or retainer pay, is the minimum salary the institution will pay JROTC instructors. This should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual JROTC instructor and the employer.

(4) The minimum amount due from the institution will be, at least, equal to the difference between retired or retainer pay and the active duty pay and allowances that the JROTC instructor would receive based on their retired grade.

(5) The institution will be reimbursed for JROTC instructor salaries at the rate of one-half the difference between instructor retirement or retainer pay and active duty pay and allowances.

(6) The institution may pay more than the amount equal to the difference between retired or retainer pay and individual active duty pay and allowance rate, but will do so without additional entitlement for reimbursement from the Federal Government. See Paragraph 3.9. Appendix 3A of this issuance for examples of proper computation of JROTC instructor pay.

d. Compensation for "Gray Area retirees" hired as JROTC instructors.

(1) The Military Services may refer Gray Area retirees for consideration as JROTC administrators and instructors.

(2) The institution is the employing agency and will pay the full amount due to the JROTC instructor.

(3) The minimum annual compensation due from the institution to a Gray Area retiree employed as an instructor is the amount equal to the difference between:

(a) Retired or retainer pay for an active duty officer or noncommissioned officer (NCO) of the same grade and years of service as the instructor.

(b) Active duty pay and allowances which the instructor would have received for that period if on active duty.

(4) The institution:



(a) Will be reimbursed for JROTC instructor salaries at the rate of one-half the instructor's annual minimum compensation. The annual minimum compensation should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual JROTC instructor and the employer.

(b) May pay more than the annual minimum compensation but will do so without additional entitlement for reimbursement from the Federal Government. Amounts may be paid, in accordance with this paragraph and with respect to the member, after the member reaches the age of 60. See Paragraph 3.9. Appendix 3A of this issuance for examples of proper computation of JROTC instructor pay.

e. Contract separately with the individual JROTC instructor, at no cost to the Military Department concerned, for any additional duties desired by the institution that are unrelated to the instruction, operation, and administration of the JROTC Program.

(1) Such additional services will be performed outside the scope of JROTC duties and hours.

(2) JROTC instructors are permitted to serve on routine committees, participate in extracurricular functions, and perform normal duties rotated among other faculty members. See Paragraph 4.3. of this issuance for information on reimbursement amounts and procedures.

f. Only compensate a JROTC instructor for the period of time that they perform duties as a JROTC instructor.

(1) The preferred minimum contract for a JROTC instructor is 10.5 months. The Military Services may institute additional longevity pay levels, as appropriate, once the normal longevity increases set forth in DoD 7000.14-R are exhausted.

(2) If a JROTC instructor's period of service lasts fewer than 12 months of a calendar or fiscal year, that instructor will be compensated by the institution the difference between the amount of the retirement or retainer pay and active duty pay multiplied by the duration of employment as a JROTC instructor expressed as a fraction of 12 months.

(3) The institution will be reimbursed by the Military Service concerned, as described in Paragraph 3.2.c.(5) of this issuance.

g. Only provide an additional amount of compensation for a JROTC instructor for that part of the summer (or interim) months between academic sessions during which the instructor performs administrative or instructional duties that are directly for the JROTC Program. Administrative, training, or instructional duties directly for the JROTC Program that would entitle a JROTC instructor to additional compensation include, but are not limited to:

(1) Administrative and instructional duties performed in an interim term JROTC Program, such as summer school.

(2) The period allocated by the school district immediately:



- (a) Following the end of the academic year for:
  1. Grading examinations and papers.
  2. Collection of uniforms, books, and supplies.
- (b) Preceding the beginning of an academic year to:
  1. Prepare new course materials.
  2. Order, procure, and prepare uniforms, supplies, and equipment.
- (3) Conducting and attending:
  - (a) Camps;
  - (b) Co-curricular training events;
  - (c) Leadership schools; or
  - (d) Similar activities.
- h. Advise the Military Service concerned of any change in the employment status of retired personnel employed as JROTC instructors at an institution.
- i. Provide suitable safeguards for the government property provided. Such safeguards will include, but not be limited to:
  - (1) Employment of clerical and logistic personnel required to issue, account for, and maintain the government property. Government property must be accounted for year-round, to include the months that instructors are not under contract.
  - (2) Coverage for loss and damage of property (e.g., bonds, insurance).
  - (3) Secure storage for all government property. JROTC units that have U.S. furnished military weapons and ammunition in their inventory will be inspected for physical security by the sponsoring Military Service. Established security standards for arms rooms (including separate secure storage of bolts of operable weapons) will be emphasized.
- j. Provide assurances of compliance with applicable provisions of national laws and policies prohibiting discrimination in employment and prohibiting denial of participation in or the benefits of the JROTC program, based on:
  - (1) Race;
  - (2) Color;
  - (3) National origin;



- (4) Disability;
  - (5) Sex; or
  - (6) Age.
- k. Provide adequate facilities for:
- (1) Classroom instruction.
  - (2) Office space.
  - (3) Storage for unit equipment (see Paragraph 3.6. of this issuance).
  - (4) Adequate, suitably located drill areas, as determined by the Military Department concerned.
- l. Limit membership in the unit to students who maintain acceptable standards of academic achievement and conduct, as prescribed by the Military Department concerned.
- m. Ensure any form of hazing, harassment, or bullying by instructors or students is strictly prohibited.

### **3.3. JROTC INSTRUCTORS.**

The Military Department concerned may authorize active duty or retired officers and NCOs as JROTC instructors, in accordance with Chapter 102 of Title 10, U.S.C.; and will develop and implement JROTC instructor qualification, certification, and training requirements, as appropriate.

#### **a. Required Title IX Compliance Training and Documentation.**

Current and prospective JROTC instructors will:

- (1) Annually complete their respective Military Department's and school district's Title IX compliance courses.
- (2) Annually complete and retain for inspection their JROTC instructor prohibited activities acknowledgment to confirm they fully understand and personally attest to their personal obligations with respect to their individual conduct.

#### **b. Authorized Strength of Officer and NCO Instructors.**

(1) Single JROTC units, and each subunit within a multiple unit program, require one senior instructor (normally a commissioned officer) and one junior (enlisted) instructor. When necessary, Military Services may authorize the substitution of officers for enlisted instructors, or vice versa.



(2) When cadet enrollment at a unit reaches 151 cadets, the Military Service concerned may apply an approval process to authorize a third instructor. Further instructor increases may be authorized when cadet enrollment increases by 100 (e.g., 251 cadets or 351 cadets). Military Services may establish additional instructor criteria for institutions on a non-traditional schedule. Additional instructors are normally retired enlisted personnel, however, the Military Service concerned may authorize commissioned officer substitutions.

(3) The Military Services may implement the multiple-unit programs.

(4) The Military Department concerned should advise the Under Secretary of Defense for Personnel and Readiness, through the designated office of primary responsibility, on exceptions to the subunit requirement in Paragraph 3.3.b.(1) of this issuance.

**c. Retiree Recalls.**

As members of the Military Services' Retired Reserve, JROTC instructors may be ordered to active duty by the Secretary of the Military Department concerned at any time, in accordance with Section 688 of Title 10, U.S.C., to perform duties, as the Secretary considers necessary, in the interests of national defense.

**3.4. BACKGROUND CHECKS AND INVESTIGATIONS.**

All current and prospective JROTC instructors will:

a. Undergo background checks in accordance with the applicable Federal, State, and local requirements as part of the instructor certification process.

b. Undergo a Tier 1 with Child Care Investigation for Non-Sensitive Positions and periodic reinvestigations in accordance with DoDM 1402.05 and Part 86 of Title 32, CFR.

(1) JROTC instructors serving before the effective date of Change 1 of this issuance will continue to serve while undergoing the Tier 1 with Child Care investigation and upon receiving a satisfactory adjudication.

(2) JROTC instructors will have their instructor certification immediately rescinded upon receiving an unsatisfactory adjudication.

**3.5. ELIGIBILITY OF STUDENTS.**

a. Participating schools should strive, as appropriate, to have unit enrollment reflect the demographics of the student body for the school concerned.

b. In addition to the enrollment criteria in Paragraph 3.2.a. of this issuance, to enroll in the JROTC, students will:

(1) Be selected by the JROTC instructor with the approval of the principal of the institution or his or her representative.



(2) Maintain acceptable standards of:

(a) Academic achievement and, at a minimum, an academic standing warranting normal progression leading to graduation.

(b) Conduct, as defined by the Military Service concerned.

c. To enroll in the JROTC, students must be in a grade above the eighth grade, or in a grade above the seventh grade and physically co-located with the ninth grade participating unit. An exception, if approved by the Military Service concerned, is granted to students in military institutes that also conduct classes below the ninth grade level.

d. The Military Service concerned may, as appropriate, prescribe further qualifying participation criteria in JROTC training.

e. In accordance with Section 2031(g) of Title 10, U.S.C., students enrolled in accredited academic programs that do not have a JROTC program may be considered for enrollment in the JROTC Program at a neighboring institution for the purpose of participating in an approved JROTC program. This includes homeschooled students with the approval of a parent or guardian and the school district concerned.

(1) Institutions hosting a JROTC program may establish MOAs to allow students from neighboring institutions, who want to participate in a JROTC program, to do so at the host institution.

(a) It is the responsibility of such students to:

1. Attend the classes.

2. Participate in the activities.

3. Adhere to the guidelines and procedures of the institution hosting the JROTC Program, with regards to JROTC activities.

(b) Students enrolled under these criteria will be counted toward the minimum number required to maintain a JROTC unit.

(2) Each public secondary educational institution that maintains a unit, in accordance with Paragraph 3.5. of this issuance, will permit membership in the unit to homeschooled students who:

(a) Reside in the area served by the institution.

(b) Are otherwise qualified for membership in the unit (but for lack of enrollment in the institution).

(3) A student who is a member of a unit, pursuant to this paragraph, will count towards the minimum:



(a) Student body population requirements of the institution concerned for JROTC enrollment, in accordance with Paragraph 3.2.a. of this issuance.

(b) Number of students enrolled in the unit necessary for the continued maintenance of the unit.

### 3.6. SUPPLY AND MAINTENANCE.

a. In accordance with Section 2031(c) of Title 10, U.S.C., the Secretaries of the Military Departments, through their respective Military Services, may authorize the issuance of equipment to a designated official of the institution concerned; to include:

(1) Military equipment needed for the prescribed curriculum, if the equipment is not needed for the training of their Regular and Reserve Components.

(2) Surplus or excess military equipment aligned to military requirements for particular technical training courses, in accordance with DoDM 4160.21, when the training requirement is valid in the judgment of the Military Service concerned.

(3) Spare parts, tools, cleaning materials, technical publications, and other materials necessary for maintenance of the equipment.

(4) Instructional materials, training aids, equipment, supplies, uniforms, and other items, as deemed necessary by the Military Service concerned to support and conduct the JROTC Program.

b. The Military Service concerned will pay transportation expenses (including packaging and handling) for shipment to and from the institution. That institution will pay all other costs incident to the maintenance, local storage, and safeguarding of the property.

### 3.7. NON-CLASSROOM REQUIREMENTS.

The Military Services will:

a. Ensure that the JROTC is not constrained to a classroom-only environment.

b. Prescribe:

(1) Requirements which ensure that JROTC classroom learning is augmented with activities which:

(a) Build upon academic lessons.

(b) Present opportunities for students to apply classroom learning.

(2) Procedures for financial reimbursement to institutions for authorized expenditures in support of non-classroom requirements.



### 3.8. DISESTABLISHMENT OF JROTC UNITS.

a. When a Military Service determines that a JROTC unit does not meet the standards specified in this issuance and Military Service directives (other than for minimum enrollment requirements), institution authorities concerned will be notified that the unit has been placed on probationary status, in accordance with Military Service-specific probation and disestablishment procedures. Disestablishment of the unit will be effective at the conclusion of the probationary period, if the reason for the probationary status has not been resolved. Exceptions are made for enrollment, pursuant to Paragraph 3.8.b.(1)(c).

b. JROTC units in the third year of establishment that do not have the statutory minimum of students enrolled will be placed on probation.

(1) The Military Service concerned will:

(a) No later than the end of the academic year, evaluate the unit's potential to meet the enrollment minimum by the beginning of the institution's fall academic term.

(b) If it is probable that the enrollment minimum will not be met, encourage the institution's authorities to agree to the disestablishment of the unit at the end of that current school year.

(c) Make the final determination on the institution's capability to meet the enrollment minimum. When the Military Service's evaluation indicates that minimum enrollment probably will be met by the beginning of the fall academic term, the unit may continue.

(d) Inform schools identified for disestablishment about the opportunity to convert to a National Defense Cadet Corps (NDCC) unit in accordance with Section 2035 of Title 10, U.S.C.

(2) No later than 90 days following the beginning of the next academic term, the sponsoring Military Service will determine whether the enrollment minimum has been met; if it has not:

(a) The institution will be officially notified of unit disestablishment.

(b) Physical termination will be scheduled for no later than the end of that academic year.

(3) The Military Services may authorize extensions of probation periods in special circumstances.

### 3.9. JROTC IN DOD EDUCATION ACTIVITY (DODEA) HIGH SCHOOLS.

a. The requesting high school principal will forward applications for establishment of individual JROTC units, through established school channels in each geographic area, to the Military Department concerned.



b. Retired officer and NCO applicants must be certified by the appropriate Military Service, in accordance with their Service's policies, prior to formal application to DoDEA. Interested applicants will submit their resume and Service certification to the DoDEA Employee Application System (available at <https://www.dodea.edu/Offices/HR/onlineapplication/submitApplication.cfm>) for final selection and appointment to positions in DoDEA high schools.

c. In accordance with Section 3326(b) of Title 5, U.S.C., if a JROTC instructor candidate is within 180 days of retirement from the Military Services, DoD employers, including DoDEA, must obtain a waiver approved by the official to whom authority has been granted before officially offering the candidate a JROTC instructor position. DoD Instruction 1402.01 provides:

- (1) Guidance on proper formatting of waiver requests.
- (2) All required supporting documentation.

### **3.10. COLLECTION OF METRICS.**

The Military Services will establish methods of data collection from educational institutions to verify the effectiveness of individual JROTC programs in accordance with the procedures in DoD Instruction 8910.01.



### APPENDIX 3A: INSTRUCTOR COMPENSATION EXAMPLES.

This appendix provides example scenarios (Examples A-F) for the computation of JROTC instructor compensation. Each example scenario details the hypothetical procedures for the computation of the amount due to the JROTC instructor from the U.S. Government and secondary educational institution(s).

#### a. Example A.

(1) A JROTC instructor agrees to instruct, administer, and operate a JROTC unit for 12 months at Windsor High School. Windsor High School remains open 12 months of the year, without the usual summer recess.

(2) Annual military retirement pay is \$24,000.

(3) The annual minimum due to the instructor from the institution is the difference between the annual retirement pay and what the instructor would earn annually if called to active duty.

#### (a) Active duty pay and allowances:

##### 1. Include:

a. Basic pay as reflected in Defense Finance and Accounting Services gross retired pay.

b. Basic allowance for housing.

c. Allowance for contiguous U.S. cost of living.

d. Allowance for overseas housing.

e. Allowance for cost of living.

f. Allowance for uniforms (enlisted only).

g. Basic allowance for subsistence.

2. Exclude all other pay and allowances, unless otherwise permitted by specific revision to this issuance.

(b) Instructor's total annual active duty pay and allowances, if called to active duty, is \$52,000.

(c) The difference (active duty pay and allowances minus retirement pay) is \$28,000.

(d) Annual minimum compensation due to the instructor from the institution is \$28,000.



(4) Amount reimbursable to the institution is:

(a) One-half of the annual minimum compensation due to the instructor from the institution; or

(b) \$14,000.

(5) JROTC instructor total annual minimum compensation is \$52,000.

**b. Example B.**

(1) Windsor High School believes that the JROTC instructor in Paragraph 3A.a. should be compensated \$56,000 for JROTC-related activities, which exceeds the instructor's total annual minimum compensation due.

(2) Annual military retirement pay is \$24,000.

(3) Compensation for the school district includes:

(a) The annual minimum compensation (see computation in Paragraph 3A.a.) due to the instructor, which is \$28,000.

(b) Additional school-funded compensation for JROTC-related responsibilities, which is \$4,000.

(4) Amount reimbursable to the institution is:

(a) One-half of the annual minimum compensation due to the instructor from the institution; or

(b) \$14,000.

(5) JROTC instructor total annual compensation is \$56,000.

**c. Example C.**

(1) Windsor High School believes that the JROTC instructor in Paragraphs 3A.b.(1) through (5) should be compensated \$56,000 for JROTC-related activities, which exceeds the instructor's total annual minimum compensation due. Windsor High School also wants the JROTC instructor to coach the football team. A separate contract between Windsor High School and the JROTC instructor was written to describe any additional duties desired by the institution besides the instruction, administration, and operation of the JROTC unit.

(2) Annual military retirement pay is \$24,000.

(3) Compensation from the school district includes:

(a) The annual minimum compensation (see computation in Paragraph 3A.a.) due to instructor, which is \$28,000.



- (b) Additional compensation for JROTC-related responsibilities, which is \$4,000.
- (c) Compensation for separately contracted responsibilities for coaching the football team, which is \$2,000.
- (4) Amount reimbursable to the institution is:
  - (a) One-half of the annual minimum compensation due to the instructor from the institution; or
  - (b) \$14,000.
- (5) JROTC instructor total compensation is \$58,000.

**d. Example D.**

(1) Newington High School is open 9 months of the year for instruction and a total of an additional month for pre-registration activities in August (e.g., preparing curricula and counseling students) and post-academic activities in June (e.g., recording permanent grades and taking inventory of teaching materials needed for the coming academic year). As an instructor at Newington High School, the JROTC instructor will participate in those required duties.

(2) The JROTC instructor has accepted a 10.5-month contract with Newington High School to provide instruction, administration, and operation of the JROTC unit.

(3) Annual military retirement pay is \$24,000.

(4) The annual minimum due to the instructor from the institution is the difference between the annual retirement pay and what the instructor would earn annually if called to active duty, prorated to a 10.5-month period.

- (a) Annual military retirement pay is \$24,000.
- (b) Annual pay and allowances if called to active duty is \$52,000.
- (c) Annual difference between military retirement pay and pay and allowances if called to active duty is \$28,000.
- (d) Annual difference prorated to a 10.5-month period is  $^{10.5}/_{12}$  of \$28,000.
- (e) Annual minimum compensation due to the instructor from the institution is \$24,500.

(5) Amount reimbursable to the institution is:

- (a) One-half of the annual minimum compensation due to the instructor from the institution; or
- (b) \$12,250.



(6) JROTC instructor total compensation is \$48,500.

**e. Example E.**

(1) The JROTC instructor in Paragraph 3A.a. has elected to have his or her compensation from the school district paid in 12 equal payments during the year.

(2) Annual military retirement pay is \$24,000.

(3) The annual minimum due to the instructor from the institution is the difference between the annual retirement pay and what the instructor would earn annually if called to active duty, prorated to a 10.5-month period.

(a) Annual minimum compensation due to the instructor from the institution is \$24,500 (see computation in Paragraph 3A.d.).

(b) Instructor paid in 12 monthly checks, each in the amount of \$2,041.67.

(4) Amount reimbursable to the institution is:

(a) One-half of the annual minimum compensation due to the instructor from the institution; or

(b) \$12,250.

(5) JROTC instructor total compensation is \$48,500.

**f. Example F.**

(1) The JROTC instructors illustrated in Paragraphs 3A.a. through 3A.e. are active duty retirees.

(2) Minimum instructor salary for Gray Area retirees (referred to in Paragraph 3A.e.(3)(a)) is calculated the same as for active duty retirees of the same rank and years of service. The minimum instructor salary is calculated based on the difference between the active duty pay and allowance which the member would receive if called to active duty minus the amount of retired pay an active duty officer or NCO of the same grade and years of service would receive.

(3) Retirement pay for Gray Area retiree JROTC instructors will be calculated using one of the retirement systems listed in Paragraphs 3A.f.(3)(a) through (d), dependent upon the individual's date of initial entry to military service (DIEMS). The calculated retirement pay will be adjusted annually using the annual cost of living allowance for retired pay and will continue to be used even after a member becomes eligible for retirement pay.

(a) Final pay—DIEMS before September 8, 1980.

(b) High-3—DIEMS on or after September 8, 1980, but before August 1, 1986; and the retiree did not choose the career status bonus (CSB) and REDUX retirement system.



(c) CSB/REDUX—DIEMS on or after August 1, 1986; and the member elected to receive CSB. If CSB not elected, the High-3 retirement system applies.

(d) It is determined that the amount of retired pay an active duty officer or NCO of the same grade and years of service as the Gray Area retiree would receive is \$24,000.

(4) Active duty pay and allowances:

(a) Are based on the Defense Finance and Accounting Service current year military pay tables.

(b) Includes:

1. Basic:

a. Pay.

b. Allowance for housing (based upon the zone improvement plan code of the institution).

c. Allowance for subsistence.

2. Allowance for:

a. Continental U.S. cost of living (if applicable).

b. Overseas housing (if applicable).

c. Overseas cost of living (if applicable).

d. Uniforms (enlisted only).

(c) It is determined that the active duty pay and allowance which the member would receive if called to active duty is \$52,000.

(5) The annual minimum due to the instructor from the institution is the difference between the annual retirement pay of an active duty officer or NCO with the same rank and years of service as the instructor and what the instructor would earn annually if called to active duty, prorated to a 10.5-month period.

(a) Annual military retirement pay of an equivalent active duty officer or NCO is \$24,000.

(b) Annual pay and allowances if called to active duty is \$52,000.

(c) Annual difference between military retirement pay and pay and allowances if called to active duty is \$28,000.

(d) Annual difference prorated to a 10.5-month period is  $^{10.5}/_{12}$  of \$28,000.



(e) Annual minimum compensation due to the instructor from the institution is \$24,500.

(6) Amount reimbursable to the institution is:

(a) One-half of the annual minimum compensation due to the instructor from the institution; or

(b) \$12,250.

(7) JROTC instructor total compensation.



## **SECTION 4: POLICY AND PROCEDURES FOR HARD TO FILL JROTC INSTRUCTOR POSITIONS**

### **4.1. HARD-TO-FILL JROTC INSTRUCTOR POSITIONS.**

a. Pursuant to Chapter 102 of Title 10, U.S.C., when determined by the Military Department concerned to be in the national interest, and agreed upon by the institution concerned, the institution may reimburse a JROTC instructor for qualified moving expenses incurred by the instructor to accept employment at an institution and position that the Military Department concerned determines is hard to fill for geographic or economic reasons. Instead of, or in addition to, reimbursement of moving expenses, the Military Department concerned may pay an annual service bonus to an instructor who agrees to serve at a hard-to-fill location (see Paragraph 4.4. of this issuance for details).

b. A hard-to-fill position must meet the criteria listed in this paragraph.

(1) The Military Department concerned must determine that the secondary educational institution's position is hard to fill for economic or geographic reasons.

(2) The position must be vacant for 6 consecutive months or more, regardless of how many individuals have applied or interviewed during the vacancy.

c. The Military Department concerned may add additional requirements that define a hard-to-fill position.

d. To qualify for the reimbursement, the instructor must:

(1) Fill a vacant position that is defined as hard to fill.

(2) Sign a contract to serve a minimum of 2 years with the secondary educational institution.

e. The management and execution of the contract will be conducted by the secondary educational institution that is hiring the instructor.

f. In the event that a JROTC instructor fails to serve the minimum 2 years in the position, it will be considered a breach of contract and the Military Department concerned will revoke the instructor's certification to teach in a JROTC program instead of establishing a debt to the U.S. Government. The Military Department concerned may request a waiver from the Office of the Deputy Assistant Secretary of Defense for Reserve Integration. The request should include any extenuating circumstances surrounding the instructor's breach of contract.



#### 4.2. QUALIFIED MOVING EXPENSES.

a. The Military Department concerned will only reimburse for the moving expenses claimed for reimbursement by the secondary educational institution that qualify as appropriate reimbursable expenses:

- (1) In accordance with Joint Travel Regulations.
- (2) In the amount authorized in Paragraph 4.3.

b. To reimburse the secondary educational institution, the Military Department concerned will ensure that the JROTC instructor strictly adheres to the guidelines set forth in the Joint Travel Regulations regarding:

- (1) The use of a privately owned vehicle.
- (2) Transportation of household goods.
- (3) Hotel accommodations while traveling.

#### 4.3. REIMBURSEMENT AMOUNT AND PROCEDURES.

a. The amount payable by the Military Service concerned will not exceed \$10,000 per instructor for any single reimbursement to a secondary educational institution that hires a JROTC instructor in a hard-to-fill position.

b. The Military Service concerned will reimburse the secondary educational institution within 60 calendar days. The amount will be equal to the amount reimbursed to the instructor by the secondary educational institution for qualified moving expenses claimed by the instructor.

c. The secondary educational institution is responsible for providing:

- (1) Verification that the instructor has been appropriately reimbursed for moving expenses.
- (2) A copy of the contract referred to in Paragraph 4.1.d. to the Military Service concerned.

d. The reimbursement amount provided by the secondary educational institution is in addition to the minimum instructor pay otherwise payable to the instructor.

#### 4.4. ANNUAL SERVICE BONUS FOR HARD-TO-FILL LOCATIONS.

The Military Department concerned may institute an annual service bonus to an instructor who agrees to serve at a hard-to-fill location. The annual service bonus will be:



a. Limited to 1 month of the calculated minimum instructor pay for the affected instructor. The duration of annual payments is at the discretion of the Military Service concerned.

b. When used, payable at the conclusion of each annual contract period, if the instructor's service has been deemed satisfactory for the period, as determined by the Military Service.



## SECTION 5: NDCC

NDCC programs will be conducted under the requirements for JROTC operation, as outlined in Section 3, unless specifically granted an exception in this section.

a. Institutions are responsible for resourcing the program, to include the costs of instructor salaries (and benefits), cadets' uniforms, and program operational expenses. The Military Services will supply all curriculum to support the program.

b. Instructor qualifications and credentialing will follow those established for the JROTC Program in Section 3.

c. For establishment and sustainment, two qualified instructors will normally be required at a NDCC unit established with at least 100 students enrolled in the program. NDCC programs:

(1) May be established and maintained with a single qualified instructor, with at least a bachelor's degree, at an institution with fewer than 100 students enrolled in the NDCC Program.

(2) Are eligible to request conversion to a JROTC program when:

(a) Two instructors are serving the program; and

(b) NDCC Program enrollment exceeds:

1. 100 students; or

2. 10 percent of the number of students enrolled in the institution who are:

a. In a grade above the seventh grade; and

b. Physically co-located with the ninth grade participating unit.

d. The institution is the employing agency and will pay the full amount due to the NDCC instructor.

(1) The employing agency hiring an NDCC instructor may use the instructor compensation guidelines outlined in Appendix 3A. Any conversion of an NDCC unit to a JROTC unit will follow the instruction compensation guidelines outlined in Appendix 3A.

(2) NDCC instructor salaries are not eligible for reimbursement by the Federal Government. This should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NDCC instructor and the employing agency.

(3) The institution may pay more than the amounts listed under instructor compensation guidelines in Appendix 3A, but will do so without additional entitlement for reimbursement from the Federal Government (see Appendix 3A for examples of computation of JROTC instructor pay).

e. NDCC students are eligible to compete in JROTC co-curricular activities to include awards and recognition programs.



f. In accordance with Chapter 102 of Title 10, U.S.C., the Secretaries of the Military Departments may issue arms, tentage, and equipment to an educational institution with an NDCC program, if the institution's total student body has at least 50 students who are:

- (1) Above the seventh grade.
- (2) Physically co-located with the ninth grade participating unit.



## GLOSSARY

### G.1. ACRONYMS.

ACRONYM	MEANING
ASD(M&RA)	Assistant Secretary of Defense for Manpower and Reserve Affairs
CFR	Code of Federal Regulations
CSB	career status bonus
DIEMS	date of initial entry to military service
DoDEA	DoD Education Activity
DoDM	DoD manual
JROTC	Junior Reserve Officers' Training Corps
MOA	memorandum of agreement
NCO	noncommissioned officer
NDCC	National Defense Cadet Corps
U.S.C.	United States Code

### G.2. DEFINITIONS.

These terms and their definitions are for the purpose of this issuance.

TERM	DEFINITION
<b>academic year</b>	The period of time necessary to complete one JROTC course, normally consisting of no less than 7200 minutes of instruction.



<b>TERM</b>	<b>DEFINITION</b>
<b>active duty pay and allowances</b>	<p>For calculating JROTC instructor pay, active duty pay and allowances will be limited to:</p> <ul style="list-style-type: none"><li>Basic pay.</li><li>Basic allowance for housing.</li><li>Continental U.S. cost of living allowance.</li><li>Overseas housing allowance.</li><li>Overseas cost of living allowance.</li><li>Allowance for uniforms (enlisted only).</li></ul> <p>Basic allowance for subsistence, which the individual would receive if called to active duty.</p>
<b>Gray Area retirees</b>	<p>Officers and NCOs who served in the Reserve Component, have completed 20 years of service, received their 20 year Notice of Eligibility letter, but have not yet reached their required age for receipt of retired pay.</p>
<b>institutions and high schools</b>	<p>Public and private secondary educational institutions, other than those defined as “military academies and junior colleges” and “military institute schools,” that instruct students above the eighth grade. Instruction may also be able to be extended to co-located students above the seventh grade.</p>
<b>JROTC</b>	<p>The JROTC Program conducted at the secondary (high school above the seventh grade and physically co-located with the ninth grade participating unit) level of education.</p>
<b>JROTC unit</b>	<p>An organized group of JROTC students and faculty at one secondary school (high school above the seventh grade and physically co-located with the ninth grade participating unit).</p>



<b>TERM</b>	<b>DEFINITION</b>
<b>military institute schools</b>	<p>Military schools at the secondary level of instruction that:</p> <ul style="list-style-type: none"><li>Require a 4-year course in military training.</li><li>Organize their military students as a corps of cadets under constantly maintained military discipline.</li><li>Require all members of the corps, including those members enrolled in military training, to be in uniform when on campus.</li><li>Have, as their objective, the development of student character through:<ul style="list-style-type: none"><li>Military training.</li><li>Regulation of student conduct according to the principles of military discipline.</li><li>Meeting of military standards similar to those maintained at Military Service academies.</li></ul></li></ul>
<b>military academies and junior colleges</b>	<p>Military schools that provide high school and college instruction, but do not award baccalaureate degrees.</p>
<b>Military Services</b>	<p>Refers to the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, and the Space Force.</p>
<b>MOA</b>	<p>A document written between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective. The purpose of an MOA is to have a written formal understanding of the agreement between parties.</p>
<b>multiple-unit concept</b>	<p>An administrative director is authorized to oversee five or more JROTC subunits administered by the director's respective Military Service. The administrative director may not oversee subunits from other Military Services.</p>
<b>Tier 1 with Child Care Investigation for Non-Sensitive Positions</b>	<p>Defined in Section 3, Paragraph 3.3.c. of DoDM 1402.05.</p>



## REFERENCES

Code of Federal Regulations, Title 32, Part 86  
Department of Education Title IX Regulations and Guidance 1  
DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007  
DoD 7000.14-R, "Department of Defense Financial Management Policy," current edition  
DoD Directive 5124.02, "Under Secretary of Defense for Personnel and Readiness (USD(P&R))," June 23, 2008  
DoD Instruction 1402.01, "Employment of Retired Members of the Armed Forces," September 9, 2007  
DoD Instruction 5400.11, "DoD Privacy and Civil Liberties Programs," January 29, 2019, as amended  
DoD Instruction 7750.07, "DoD Forms Management Program," April 19, 2022  
DoD Instruction 8910.01, "DoD Implementation of the Paperwork Reduction Act," December 5, 2022  
DoD Manual 1402.05, "Background Checks on Individuals in Department of Defense Child Development and Youth Programs," January 24, 2017  
DoD Manual 4160.21, "Defense Materiel Disposition," October 22, 2015, as amended  
Joint Travel Regulations, current edition  
United States Code, Title 5  
United States Code, Title 10

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<sup>1</sup> Available at <https://www.ecfr.gov/current/title-34/subtitle-B/chapter-I/part-106?toc=1>





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

1533  
C 46JR  
10 MAY 2011

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 **BROWNSVILLE INDEPENDENT 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".  
**JAMES PACE HIGH SCHOOL.**

a. Each Unit may 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



Subj: MEMORANDUM OF AGREEMENT

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).

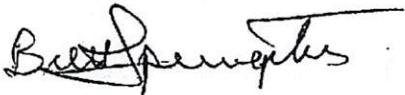

g. Representative Authority. Each undersigned representative of the parties to this Agreement certifies she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute the same so as to effectively bind each party to its terms.

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.

Name of School District <b>BROWNSVILLE INDEPENDENT SCHOOL DISTRICT 1900 PRICE ROAD BROWNSVILLE, TX 78521</b>		UNITED STATES MARINE CORPS COMMANDING GENERAL TRAINING AND EDUCATION CMD (C46JR) 1019 ELLIOT ROAD QUANTICO, VA 22134-5001	
Mailing Address of School District James Pace High School 314 West Los Ebanos Brownsville, TX 78520			
By (Signature of School District official) 	Date 4/21/11	By (Signature of Marine Corps Representative) 	Date 10 MAY 2011
Typed Name and Title of School District Official <b>Mr. Brett Springston Superintendent, Brownsville Independent School District</b>		Typed Name and Title of Marine Corps Representative <b>William E. McHenry EdD Director, MCJROTC</b>	