

**APPLICATION AND AGREEMENT FOR ESTABLISHMENT
OF A NATIONAL DEFENSE CADET CORPS UNIT**

For use of this form, see AR 145-2; the proponent agency is DCS, G-1.

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SUBJECT: Application and Agreement for Establishment of a National Defense Cadet Corps Unit.

THRU: (1) Commander, United States Army _____ Region, _____
(2) Commander, US Army Cadet Command (ATCC-HS), Ft Monroe, VA 23651

TO: HQDA(DAPE-MPO), WASH, DC 20310

APPLICATION

By direction of the governing officials of _____
Name of School and/or School System
_____, an application is hereby submitted for the
Location
establishment of a unit of the National Defense Cadet Corps at this school under the provisions of Section 4651, Title 10, United States Code.

CONTRACT

1. Contingent upon the acceptance of the above application and conditioned upon the fulfillment of all promises enumerated in paragraph 2 following, the Secretary of the Army agrees as follows:

- a. To establish a unit of the National Defense Cadet Corps (NDCC) at the school named above.
- b. To provide for use in the NDCC program such available Government property as may be authorized by law and applicable tables of allowances.

2. Contingent upon the acceptance of this application by the Secretary of the Army, and conditioned upon the fulfillment of the promises enumerated in paragraph 1 above, the governing authorities of this school agree as follows:

- a. To Provide appropriate academic credit applicable toward graduation for a course of instruction as prescribed by the Secretary of the Army, which will be required, or elective.
- b. To conduct the following type of NDCC training:
 (1) Academic track; (2) Technical track; and (3) To establish the unit as a single unit, or a part of a multiple unit system.
- c. To make available for use by the NDCC unit necessary and adequate classrooms, administrative offices, office equipment, instructional supplies, storage space, drill field, utilities, to pay the cost and maintenance thereof, and other required facilities in a fair and equitable manner in comparison with other departments of the institution (*or other elements of the institution if the institution does not have departments*), and to pay the costs of utilities and maintenance thereof. To make available in the NDCC office a telecommunications line suitable for Internet connectivity and data transfer and to pay the cost of Installation and maintenance thereof.
- d. To employ qualified instructors authorized and approved by the Army to administer the military courses, at no expense to the Government (*a minimum of one offer and one noncommissioned officer per unit*). Contract periods will be negotiated to permit year round management of the program and control of Government property. School authorities agree to pay retired Army NDCC instructors in accordance with applicable federal law and regulations. NDCC instructors should be payed in the same manner as JROTC instructors as depicted in AR 145-2. Ensure that instructors are under contract and therefore provided liability insurance (*and proof thereof*) through the school or schools sponsored activities or duties (*including extra curricular activities, i.e., summer camp, adventure training, drill competition, marksmanship competitions, etc.*).
- e. To request from CG, U.S. Army Cadet Command permission to hire, by name and position, the individuals to be employed as the Senior Army Instructor and Army Instructor.
- f. To appoint a military property specialist (MPS) who is not on active duty with the Army and who will be empowered to requisition, stock, and account for Government property issued to the school and otherwise to transact matters pertaining thereto, for and in behalf of the school. If this duty is assigned to a retired Army individual who is also employed as an NDCC instructor, that person will be provided a minimum of one class period daily to complete MPS requirements.
- g. To notify the CG, U.S. Army Cadet Command of the name and position of the individual designated as military property custodian.
- h. To conform to the regulations of the Secretary of the Army relating to issue, care, use, safekeeping, turn-in, and accounting for such Government property as may be issued to the school.
- i. To comply with provisions of law, and the regulations of the Secretary of the Army, pertaining to the furnishing of a bond and/or insurance to cover the value of all Government property issued to the school, except

expended articles, and supplies properly expended in operations, maintenance, and instruction.

- j. To maintain an enrollment in the institution of not less than 100 physically fit students (*or 10% of the student population, whichever is less*) who are in a grade above the 8th grade.
- k. To adhere to a policy of nondiscrimination on the basis of race, sex, color, or national origin with respect to admission or subsequent treatment of students and instructors.
 - 1. To require instructors to wear Army uniforms to accomplish NDCC duties. Any additional duties given to instructors for accomplishment while in uniform will be appropriate and in no way demean the individual, the uniform, or the U.S. Army.
 - m. To encourage and support the professional development of NDCC instructors and permit attendance at orientation/refresher training workshops/conferences.
 - n. To assist the Army in ensuring quality instruction by providing written annual performance appraisals to CG, U.S. Army Cadet Command using appraisal forms provided by the Army.
 - o. To conform to the regulations of the Secretary of the Army relating to the conduct of the National Defense Cadet Corps program.

3. It is mutually understood and agreed as follows:

- a. That this contract shall become effective when the authorities of this school have been notified officially that the Army has approved the establishment of a National Defense Cadet Corps unit on the date specified.
- b. That the Army shall have the right at any time to withdraw approval and authorization of any personnel employed by the school pursuant to paragraph 2d above. Such withdrawal of authorization of any personnel employed by the school pursuant to paragraph 2d above will require the disassociation of the individual from the JROTC program.
- c. That this contract may be terminated in the following manner:
 - (1) At any time, by mutual consent and agreement of both parties.
 - (2) Upon the giving of one year's notice of such intent to terminate by either party.
 - (3) If the NDCC unit is placed on probation pursuant to regulations prescribed by the Army.
 - (a) Except for enrollment, this contract will terminate at the end of one year from the date the unit was placed on probation, unless the reason for such probationary status has been removed to satisfaction of the Army prior to such expiration.
 - (b) For enrollment, if the NDCC unit is in at least its third year of operation and does not satisfy the enrollment requirements in 2j above, the unit will be immediately placed on probation. If enrollment requirements are not met within 30 days of the beginning of the next school year, the contract will be terminated at the end of that school year.

4. This contract supersedes all existing contracts between the Department of the Army and the school pertaining to this matter.

FOR THE INSTITUTION

TYPED NAME AND TITLE	SIGNATURE	DATE
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FOR THE SECRETARY OF THE ARMY

TYPED NAME AND TITLE	SIGNATURE	DATE
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DATA PERTAINING TO SCHOOL

NAME OF SCHOOL

COMPLETE MAILING ADDRESS *(Include ZIP code)*

1. TYPE OF SCHOOL *(Check appropriate box)*

- MUNICIPAL STATE
 DENOMINATIONAL *(Specify)*

2. LIST ACCREDITING AGENCY

a. REGIONAL

b. STATE

c. OTHER

3. TOTAL ENROLLMENT

4. ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE NDCC PROGRAM

5. LIST TECHNICAL COURSES OFFERED AT THE SCHOOL

6. WILL STUDENTS BE GIVEN A MEDICAL EXAMINATION?

- YES NO

7. A SCHOOL BAND WILL WILL NOT BE AVAILABLE FOR NDCC CEREMONIES.