

AGREEMENT
TO ESTABLISH A NAVY NATIONAL DEFENSE CADET CORPS PROGRAM

This Agreement (the "**Agreement**") to Establish a Navy National Defense Cadet Corps ("**NNDCC**") Program (the "**NNDCC Program**") is hereby entered into by and between the Department of the Navy, acting through the Naval Service Training Command (the "**Navy**"), and _____ (the "**School District**") pursuant to Title 10, United States Code, Section 7911 (the "**Statute**"). This Agreement shall become effective as of _____ (the "**Effective Date**").

1. **Unit Established; Status of Units.** An NNDCC 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**":

_____. Each Unit may be located only at its designated Host School and cannot be moved without prior written Navy consent and modification to this Agreement in accordance with Paragraph 10.b. The School District shall ensure each Host School establishes a Department of Naval Science as an integral academic and administrative department of that school to administer the NNDCC program.

2. **Accreditation.** The School District warrants and represents that each Host School is fully accredited by the cognizant State and/or regional accreditation agency, as required by the law of the State in which the Host School is located. Each Host School shall remain fully accredited in accordance with such law at all times. Failure to maintain such accreditation shall be a ground for termination of the Agreement in accordance with Paragraph 9. The School District shall immediately notify the Navy at the address noted in Paragraph 10.i, in the event that the accreditation of any Host School comes under investigation or is withdrawn or threatened with withdrawal.

3. **Unit Members; Number and Qualifications.** Each Unit shall maintain a minimum student enrollment of no less than the number mandated by the Statute (currently 50 students) enrolled in the Host School. 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 Navy Instructions pertaining to NNDCC (collectively and as they may be amended from time to time the "**NNDCC Regulations**"). These criteria require that participating students:

- a. Are physically fit to participate fully in the normal physical education program of the Host School;
- b. Are over 14 years of age;
- c. Comply with any other criteria required by the Statute and NNDCC Regulations, as they may be amended from time to time; and
- d. Maintain acceptable standards of conduct and conform to the same personal grooming standards established for cadets in the NJROTC program. Uniforms must be worn by cadets at least one full school day each week.

4. **Instructors**

a. **Number and Qualifications.** The School District shall assign a minimum of one (1) instructor per Unit (the "**NNDCC Instructor**"). If the Host School is interested in applying to host a Navy Junior Reserve Officers Training Corps (**NJROTC**) unit, it is strongly encouraged to employ personnel who are qualified to instruct the NJROTC program and who meet the criteria, including prior military service, prescribed in Section 2031 of Title 10 of the United States Code and Department of Defense Instruction 1205.13, Chief of Naval Operations Instruction, OPNAVINST 1533.5C, or any successor statute or regulation thereto (the "**NJROTC Regulations**").

b. **Instructor Uniforms.** NNDCC instructors that are retired military service members are strongly encouraged to wear the appropriate uniform of their services while conducting the NNDCC program and at such other times as authorized under the applicable uniform regulations. Unless required to do so by separate authority, the Navy shall not be responsible to pay for such uniforms.

c. **Instructor Certification and Training.** NNDCC Instructors must be certified by the Navy in accordance with NNDCC Regulations before they are authorized to teach the NNDCC curriculum prescribed by Paragraph 5.a. The School District shall notify the Navy in accordance with Paragraph 10.j, prior to hiring any NNDCC Instructor in order to ensure that the instructor is properly certified.

(1) **Initial Certification.** Certification requirements vary depending on whether the prospective NNDCC Instructor meets the military service requirements for a Navy Junior Reserve Officer Training Corps instructor set forth in the NJROTC Regulations or has no relevant military service.

(a) Meets NJROTC Instructor Requirements. To attain provisional Navy certification, each NNDCC Instructor who has prior military service that qualifies him or her to be a NJROTC instructor must first be found qualified by the Navy in accordance with NNDCC Regulations to teach the prescribed curriculum. If found qualified, such instructor must successfully complete on-line training and then attend a one-week training orientation session held by the Navy, all within the first year of employment. Successful completion of both the on-line training and the training orientation session will then result in full certification for such instructor.

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(b) Does Not Meet NJROTC Instructor Requirements. To attain provisional Navy certification, each NNDCC Instructor who does not have the relevant military experience to qualify as a NJROTC instructor must (1) have a current and valid license to teach at the host school level, (2) be endorsed in writing by the School District as qualified to teach the NNDCC curriculum based on the individual's classroom teaching experience and (3) be found qualified by the Navy in accordance with NNDCC Regulations to teach the prescribed curriculum. If found qualified, such instructor must successfully complete on-line training and then attend a one-week training orientation session held by the Navy, all within the first year of employment. Successful completion of both the on-line training and the training orientation session will then result in full certification for such instructor.

(2) Continuing Certification. To maintain his or her Navy certification, each NNDCC Instructor must fulfill the requirements imposed by the NNDCC Regulations. As of the Effective Date, these include the requirement that each NNDCC Instructor attend a two-day instructor training session conducted by the Navy every other calendar year.

(3) Decertification; Notification by the School District of Adverse Information. The Navy has the right to decertify any NNDCC Instructor on the grounds set forth in NNDCC Regulations. To ensure that the Navy has full information concerning matters that may pertain to NNDCC Instructor certification, the School District shall inform the Navy as soon as possible, but no later than five (5) working days of its occurrence, of any of the following actions: (1) a change in the employment status of any NNDCC Instructor such as termination of current, or the hiring of a new, NNDCC Instructor; and (2) any disciplinary action or incident requiring School District, Host School or law enforcement investigation regarding any NNDCC Instructor.

d. School District Employees. NNDCC Instructors and such other personnel that are hired to support the NNDCC program at the Host School are employees of the School District. In no event shall the School District represent such instructors and personnel as Navy employees, agents or contractors.

e. Salary. The Navy shall not pay or reimburse the Host School or the School District for any portion of the salary or other employment benefit paid or payable to the NNDCC Instructor. The Host School or the School District shall be solely responsible for the salary and any other employment benefit paid or payable to each NNDCC Instructor.

f. Travel, Student Uniform and Other Costs. The Navy shall not pay or reimburse the Host School or the School District for (1) any travel or transportation expenses of any NNDCC student or instructor incurred in connection with the NNDCC Program, (2) uniforms for any students, or (3) any other cost or expense which it has not expressly agreed to incur, pay, reimburse or bear under this Agreement.

5. Curriculum; Academic Credit

a. Prescription. Each School District shall establish a three- or four-year naval science curriculum consisting of at least the number of minutes of instruction per naval science course (presently, 7,200 minutes) prescribed in NNDCC Regulations and using all instructional materials and guidelines provided by the Navy pursuant to Paragraph 6.a.(1). The School District and Host School shall maintain all standards of instruction and administration for the NNDCC Program prescribed in the NNDCC Regulations.

b. Academic Credit. The School District shall grant students who participate in, and successfully complete, NNDCC naval science courses appropriate academic credit toward graduation requirements.

6. Navy-Furnished Property

a. The Navy shall provide the following property (collectively, "**Government Furnished Property**") for exclusive use by the Unit for the NNDCC Program and shall pay transportation charges, including packaging and handling, for shipment of Government Furnished Property to and from the Host School:

(1) Curricular and Instructional Materials. The Navy shall provide all curricular and instructional materials and guidelines used to instruct the NNDCC curriculum.

(2) Government Furnished Equipment. The Navy shall provide the Host School with Government furnished equipment (including arms, tentage and equipment) needed to administer the NNDCC curriculum. The amount and type of equipment provided is subject to the availability of funds and will be allocated to each Host School in accordance with the applicable tables of allowance in the supply manual issued by the Navy (the "**NNDCC Supply Manual**") based on the number of classrooms used for instruction and the number of students enrolled in each course.

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 NNDCC 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 Navy 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 appoint an NNDCC Instructor located at the Host School as the military property custodian empowered to requisition, receive, stock, and account for Government Furnished Property issued to the school and shall notify the Navy in writing of the name of such custodian.

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c. **Bond/Insurance.** The School District shall furnish to the Navy a bond or insurance policy from an institution satisfactory to the Navy 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 Navy at the address set forth in Paragraph 10.J. as soon as possible after the Effective Date and annually thereafter within thirty (30) calendar days renewal of the policy .

7. **Audit/Inspection; Access.** The Navy reserves the right to, and shall from time to time, conduct inspections at the Unit. The Navy may at any time conduct an audit of all Government Furnished Property and of all funds provided to the School District and Host School. The School District and Host School shall cooperate with, and grant access to, Navy and Federal Government personnel to facilitate such inspections and audits. In addition to the foregoing, the Navy will inspect each Unit every two (2) years, to include a curriculum review, participation count, military standards assessment, curriculum material appraisal, instructor interview, audit of Government property, and overall assessment of the Unit's compliance with all requirements.

8. **Unit Failure to Meet Navy Standards**

a. **Evaluation Status.** If the Navy determines that a Host School has failed to comply with the requirements of this Agreement (other than those concerning enrollment), the Navy shall place the Unit at the Host School in an evaluation status and shall notify the Host School in accordance with Paragraph 10.J., outlining the deficiencies and the date by which the Host School must correct the deficiencies. If the deficiencies causing the evaluation status are not corrected within that time, the Navy may place the Unit in a probationary status.

b. **Probationary Status**

(1) **For Other than Low Enrollment.** If deficiencies remain uncorrected at the end of the evaluation period, the Navy will place the Unit in a probationary status for one full academic year, beginning at the start of the next academic year. Units placed on probation will be inspected by a Navy representative during the probationary year. The Navy representative will then report on the progress the Host School has made in correcting deficiencies. The Navy may recommend the Unit for disestablishment at the conclusion of the probationary year if the Host School has not corrected such deficiencies, in which case the Unit shall be disestablished effective at the conclusion of the probationary period in accordance with Paragraph 8.C.

(2) **For Low Enrollment.** Units which do not have the statutory minimum enrollment (see Paragraph 3) by 1 October of each academic year will be placed on probation immediately after that date. No later than the end of that academic year, the Navy will evaluate the Unit's potential to attain minimum enrollment upon the opening of the next school year. If this evaluation indicates that the minimum enrollment can be met, the Navy may continue the Unit on probation pending determination of actual enrollment not later than 90 days after the beginning the following school year. If the minimum required enrollment is not met at that time, the Navy will schedule the Unit for disestablishment no later than 30 June of that academic year.

c. **Disestablishment of Units.** The Navy may disestablish the Unit pursuant to Paragraph 8.B. The Navy may also disestablish the Unit upon request by the School District or where, in the Navy's reasonable discretion, disestablishment serves the best interests of the Navy. Upon the effective date of such disestablishment, the Host School will return all Government Furnished Property to the Navy in an orderly and timely manner. All such property shall be returned by the Host School at the Navy's cost and following all Navy directions. If disestablishment of the Unit means no NNDCC units will continue to operate in the School District, this Agreement shall be terminated in accordance with Paragraph 9 below.

9. **Termination.** This Agreement may be terminated: (1) at any time, by the mutual consent and agreement of both parties; (2) by either party upon giving the other one year's written notice of such intent to terminate; or (3) by the Navy with less than one year's notice if the legal authority for the NNDCC program is repealed, amended, or significantly modified, in which event, the Navy shall give each Host School as much notice as is possible under the circumstances. In the event of mutual or unilateral termination of this Agreement, or in the event of disestablishment as prescribed by the Secretary of the Navy, the School District shall return to the Navy at Navy cost all Government Furnished Property in its or the Host Schools' custody. Such property shall be returned to the Navy in good condition at the end of the last school year during which the NNDCC program was offered at that school in accordance with procedures and guidance in existence or provided by the Navy at the time of the termination of the Agreement or disestablishment of the Unit, whichever is earlier.

10. **General Provisions**

a. **Construction/Governing Authority.** This Agreement is governed by, and shall be construed under, Federal law.

b. **Modification or Amendment of Agreement.** No amendment or modification of this Agreement shall be effective unless it is in a writing signed by authorized representatives of both parties.

c. **No Waiver.** Unless expressly stated in a writing signed by the Navy, the waiver by the Navy 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.

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d. No Assignment. This Agreement may not be assigned by the parties.

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 Navy, 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 of the Agreement. This Agreement shall become effective as of the Effective Date when all parties have signed, no matter when the parties actually sign this document. This Agreement may be signed in counterparts.

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.

k. Conflict between Agreement and NNDCC Regulations. In the event of a conflict between this Agreement and the NNDCC Regulations, the NNDCC Regulations shall prevail.

WHEREFORE, the parties enter into this Agreement as of the Effective Date.

1. Name of School District		3. DEPARTMENT OF THE NAVY NAVAL SERVICE TRAINING COMMAND NAVY JUNIOR ROTC PROGRAM 250 DALLAS STREET STE A PENSACOLA FL 32508-5268	
2. Mailing Address of Host School			
4. Typed Name and Title of School District Official		5. Typed Name and Title of Navy Representative	
6. Signature of School District Official	7. Date	8. Signature of Navy Representative	9. Date