DEPARTMENT OF THE NAVY
NAVAL SERVICE TRAINING COMMAND
250 DALLAS STREET, STE A
PENSACOLA, FLORIDA 32508-5268

5761
Ser CD1/0133
January 24, 2014

CERTIFIED MAIL

MR TIM WYROSDICK
SUPERINTENDENT
SANTA ROSA COUNTY SCHOOL DISTRICT
5086 CANAL ST
MILTON FL 32570

Dear Mr. Wyrosdick:

We are updating contract agreements with all schools hosting a Navy Junior Reserve Officers Training Corps (NJROTC) unit to reflect changes to program regulations. These changes are now incorporated into the new version of the agreement (enclosed). Changes are as follows:

1. In the title paragraph and subsequently throughout the document, the name of the command which has responsibility over the NJROTC program has changed from Chief of Naval Education and Training (CNET) to Naval Service Training Command (NSTC).

2. In paragraph 4.a and subsequently throughout the document, the title of the officer instructors has been changed to Senior Naval Science Instructor (SNSI), and the title of the enlisted instructors has changed to Naval Science Instructor (NSI).

3. While the title of the NJROTC Regulations does not appear in either the current agreement or the updated agreement, it is reflected in the form numbering and in fact has changed from *Regulations Governing Administration of the Naval Junior Reserve Officers Training Corps (CNETINST 1533.9 series)* to *Regulations for Citizenship Development (RCD) Program (NSTC M-5761.1 series)*.

Please sign the enclosed agreement and return it within 30 days of the date of this letter to: **Commander, Naval Service Training Command (NSTC-CD), NJROTC Program 250 Dallas Street, Suite A, Pensacola FL 32508-5268.** Upon receipt, we will co-sign and a completed copy will be sent to you.

We look forward to continued success in our partnership with your fine school.

Sincerely,

J. D. SMITH, Ph.D.
NJROTC Program Director

Copy to: (w/o encl)
NJROTC Area Manager
Principal, Navarre HS
NJROTCU Navarre HS

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S)

This Agreement (the "**Agreement**") for the Establishment of a Navy Junior Reserve Officers Training Corps ("**NJROTC**") Unit is hereby entered into by and between SANTA ROSA COUNTY SCHOOL DISTRICT (the "**School District**") and the Department of the Navy, acting through the Naval Service Training Command (the "**Navy**") 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**").

1. **Unit Established: Status of Units**. An NJROTC 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**":
NAVARRE HIGH SCHOOL

a. 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. Each Host School shall establish as an integral academic and administrative department of the school a Department of Naval Science to administer the NJROTC program.

2. **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 a ground for termination of the Agreement in accordance with Paragraph 12 below. The School District shall immediately notify the Navy at the address noted in Paragraph 13.h 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 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 Navy Instructions pertaining to NJROTC (collectively and as they may be amended from time to time the "**NJROTC Regulations**"). These criteria require that participating students:

a. Are citizens or nationals of the United States or aliens lawfully admitted to the United States for permanent residence;

b. Are physically fit;

c. Maintain acceptable standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation;

d. Maintain acceptable standards of conduct as set forth in the NJROTC Cadet Field Manual;

e. Comply with the grooming standards set forth in the NJROTC Cadet Field Manual; and

f. Comply with any other criteria required by the Statute and NJROTC Regulations, as they may be amended from time to time.

4. **Instructors**

a. Number. The School District shall employ a minimum per Unit of one retired officer as the Senior Naval Science Instructor and one retired enlisted person as the Naval Science Instructor (collectively, the "**NJROTC Instructors**"). Additional NJROTC Instructors shall be employed when authorized by the Navy, in accordance with the student/instructor ratios set forth in NJROTC Regulations. The School District shall notify the Navy in accordance with Paragraph 4.g. prior to hiring any NJROTC instructor in order to ascertain whether or not that instructor is certified as required by Paragraph 4.c.

b. District Employees. NJROTC Instructors and such other personnel that are hired to support the NJROTC 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. The School District shall include the Senior Naval Science Instructor in meetings where policies, recommendations, or decisions affecting the NJROTC program are made, including the employment or discharge of Naval Science Instructors.

c. Certification. NJROTC Instructors must be certified by NSTC to administer the NJROTC program and teach the Naval Science curriculum. The Navy has the right to decertify NJROTC Instructors on the grounds set forth in NJROTC Regulations.

d. Contract. The School District shall enter into a written contract with each NJROTC instructor that stipulates the duration of employment, including identification of the specific periods during which each of the NJROTC Instructors will be performing duties in direct support of the NJROTC program, and the amount of salary each instructor will receive. Employment contracts for NJROTC Instructors shall provide for a minimum of 300 employment days (10 months) and a maximum of 360 employment days (12 months) per year computed as thirty (30) days per month. 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 NJROTC Instructors to reflect changes in minimum pay required by NJROTC Regulations.

e. Duties. The School District shall assign NJROTC Instructors only those duties connected with the instruction, operation, and administration of the NJROTC program. The School District shall contract separately with the individual NJROTC Instructor for any additional duties desired beyond those specifically related to the NJROTC program, which shall be at no cost to the Navy. Such additional services shall not be performed within the scope of NJROTC duties, or during normal school hours. This requirement does not preclude NJROTC Instructors from serving on routine committees or performing curricular or extracurricular duties normally performed by and rotated among other faculty members.

f. Salary. The Navy shall reimburse the School District as set forth in this Paragraph for a portion of the salary of each authorized NJROTC Instructor employed by the School District. The Navy's 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 NJROTC Instructor is at the level, if any specified in NJROTC/Department of Defense Regulations and the Statute as computed by the Navy. The foregoing should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NJROTC Instructors and the School District. The School District may pay the NJROTC Instructor more than any amount specified in the applicable law or regulations, but shall do so without additional any entitlement for reimbursement from the Navy or the Department of Defense.

g. Notification of Instructor Changes, Investigations or Disciplinary Actions. The School District shall inform the Navy, in writing within 14 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 NJROTC instructors. (2) any disciplinary action or incident requiring school/law enforcement investigation regarding NJROTC Instructors.

5. **Curriculum: Academic Credit**

a. Prescription. Each Host School shall establish a 3 or 4-year naval science curriculum consisting of at least the number of minutes of instruction per naval science course (presently, 7,200 minutes) prescribed in NJROTC Regulations and using all instructional materials and guidelines provided by the Navy pursuant to Paragraph 7.a.(3). The School District and Host School shall maintain all standards of instruction and administration for the NJROTC program prescribed by the Navy in the NJROTC Regulations.

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

6. **Uniforms**. Students enrolled in the NJROTC program shall wear the prescribed uniform when directed to do so by any of the NJROTC Instructors. The NJROTC Instructors will wear the appropriate military uniform prescribed by the applicable service regulations while participating in the NJROTC program.

7. **Navy-Furnished Property**

a. The Navy shall provide the following property (collectively, "**Government-Furnished Property**") for exclusive use in the NJROTC 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 Navy shall issue, at its expense, uniforms for enrolled cadets in the NJROTC program in accordance with the supply manual issued by the Navy (the "**NJROTC Supply Manual**").

(2) Government Furnished Equipment. The Navy shall provide the Host School with Government-furnished equipment needed to administer the NJROTC curriculum. The amount and type of equipment provided is subject to the availability of funds and will be allocated to each Unit in accordance with the applicable tables of allowance in the NJROTC Supply Manual based on the number of classrooms used for instruction and the number of students enrolled in each course.

(3) Instructional Materials. The Navy shall provide all curricular and instructional materials and guidelines used to instruct the NJROTC 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 NJROTC Supply Manual and all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. 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 or Host School shall appoint one of the NJROTC Instructors as the military property custodian empowered to requisition, receive, stock, and account for government property issued to the school and shall notify the Navy in writing of the name of such custodian.

c. Bond/Insurance. The School District shall furnish to the Navy a bond or insurance policy from a financial 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.

8. **Facilities.** The Host School shall provide the Department of Naval Science with dedicated and adequate classroom(s), administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Navy), storage space (see. Paragraph 7.b above), drill area, and utilities, and shall pay for the cost and maintenance thereof.

9. **Navy Offset of Costs.** In addition to the salary reimbursement in Paragraph 4.f., the Navy may provide the following offsets of Host School costs, subject to availability of funds:

a. Direct Costs. The Navy may make a single payment to each Host School each school year to defray costs of supplies and materials incurred by the Host School in direct support of the NJROTC program. Disbursement is subject to availability of funds and, at the Navy's discretion, payment may be full or partial. Any funds disbursed by the Navy shall be only for items identified as "direct costs" in the NJROTC Supply Manual.

b. Uniform Maintenance Costs. The Navy may reimburse the cost of cadet uniform maintenance (alterations and annual cleaning for storage).

c. Travel and Transportation Costs. The Navy may reimburse the School District for authorized travel and transportation expenses of cadets and NJROTC Instructors incurred in support of the NJROTC program, at rates prescribed by, and within limitations established by, the Navy.

10. **Audit/Inspection; Access.** The Navy reserves the right to, and shall from time to time, conduct Unit inspections. In addition, the Navy 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, Navy and Federal Government personnel to facilitate such inspections and audits.

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

a. Evaluation or Probation. When the Navy determines that an NJROTC Unit does not meet the standards specified in NJROTC Regulations for reasons other than low enrollment, it shall decide in its sole discretion to place the Unit in either an evaluation or a probation status and shall notify the School District accordingly. If the Unit has been placed in an evaluation status and the deficiencies cited for such status are not corrected within the period of time specified by the Navy, the Navy may place the Unit on probation. If the Unit fails to correct the identified problems within the probationary period the Navy, upon the approval of the Secretary of the Navy, shall disestablish the Unit at the end of such period.

b. Probation. 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 1st 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 Navy will evaluate the Unit's potential to attain the minimum enrollment on or before the first day of the next school year that. 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 minimum required enrollment is not met at that time, the Unit, upon approval of the Secretary of the Navy, will be scheduled for disestablishment no later than June 30th of that school year.

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) by the Navy with less than one year's notice if the legal authority for the NJROTC program is repealed, amended, or significantly modified, in which event, the Navy 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 the Secretary of the Navy, the School District shall return to the Navy at Navy cost all U.S. 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 NJROTC 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.

13. **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.

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 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. This Agreement shall become effective on the date the last of the authorized representative of the parties signs. This Agreement may be signed in counterparts.

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

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.

<table>
<tr><td colspan="2">1. Name of School District

SANTA ROSA COUNTY SCHOOL DISTRICT
5086 CANAL ST
MILTON FL 32570</td><td colspan="2" rowspan="2">3. UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY
NAVAL SERVICE TRAINING COMMAND
NAVY JUNIOR ROTC PROGRAM
250 DALLAS STREET STE A
PENSACOLA FL 32508-5268</td></tr>
<tr><td colspan="2">2. Mailing Address of Host School

NAVARRE HIGH SCHOOL
8600 HIGH SCHOOL BLVD
NAVARRE FL 32566</td></tr>
<tr><td>4. By (Signature of School District official)</td><td>5. Date</td><td>7. By (Signature of Navy Representative)</td><td>8. Date</td></tr>
<tr><td colspan="2">6. Typed Name and Title of School District Official</td><td colspan="2">9. Typed Name and Title of Navy Representative

J. D. SMITH, Ph.D.
NJROTC PROGRAM DIRECTOR</td></tr>
</table>

DEPARTMENT OF THE NAVY
NAVAL SERVICE TRAINING COMMAND
250 DALLAS STREET, STE A
PENSACOLA, FLORIDA 32508-5268

5761
Ser CD1/0132
January 24, 2014

CERTIFIED MAIL

MR TIM WYROSDICK
SUPERINTENDENT
SANTA ROSA COUNTY SCHOOL DISTRICT
5086 CANAL ST
MILTON FL 32570-6706

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J. D. SMITH, Ph.D.
NJROTC Program Director

Copy to: (w/o encl)
NJROTC Area Manager
Principal, Milton HS
NJROTCU, Milton HS

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a. 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. Each Host School shall establish as an integral academic and administrative department of the school a Department of Naval Science to administer the NJROTC program.

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a. Are citizens or nationals of the United States or aliens lawfully admitted to the United States for permanent residence;

b. Are physically fit;

c. Maintain acceptable standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation;

d. Maintain acceptable standards of conduct as set forth in the NJROTC Cadet Field Manual;

e. Comply with the grooming standards set forth in the NJROTC Cadet Field Manual; and

f. Comply with any other criteria required by the Statute and NJROTC Regulations, as they may be amended from time to time.

4. **Instructors**

a. Number. The School District shall employ a minimum per Unit of one retired officer as the Senior Naval Science Instructor and one retired enlisted person as the Naval Science Instructor (collectively, the "**NJROTC Instructors**"). Additional NJROTC Instructors shall be employed when authorized by the Navy, in accordance with the student/instructor ratios set forth in NJROTC Regulations. The School District shall notify the Navy in accordance with Paragraph 4.g. prior to hiring any NJROTC instructor in order to ascertain whether or not that instructor is certified as required by Paragraph 4.c.

b. District Employees. NJROTC Instructors and such other personnel that are hired to support the NJROTC 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. The School District shall include the Senior Naval Science Instructor in meetings where policies, recommendations, or decisions affecting the NJROTC program are made, including the employment or discharge of Naval Science Instructors.

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f. Salary. The Navy shall reimburse the School District as set forth in this Paragraph for a portion of the salary of each authorized NJROTC Instructor employed by the School District. The Navy's 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 NJROTC Instructor is at the level, if any specified in NJROTC/Department of Defense Regulations and the Statute as computed by the Navy. The foregoing should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NJROTC Instructors and the School District. The School District may pay the NJROTC Instructor more than any amount specified in the applicable law or regulations, but shall do so without additional any entitlement for reimbursement from the Navy or the Department of Defense.

g. Notification of Instructor Changes, Investigations or Disciplinary Actions. The School District shall inform the Navy, in writing within 14 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 NJROTC instructors. (2) any disciplinary action or incident requiring school/law enforcement investigation regarding NJROTC Instructors.

5. **Curriculum: Academic Credit**

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7. **Navy-Furnished Property**

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c. Bond/Insurance. The School District shall furnish to the Navy a bond or insurance policy from a financial 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.

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9. **Navy Offset of Costs.** In addition to the salary reimbursement in Paragraph 4.f., the Navy may provide the following offsets of Host School costs, subject to availability of funds:

a. Direct Costs. The Navy may make a single payment to each Host School each school year to defray costs of supplies and materials incurred by the Host School in direct support of the NJROTC program. Disbursement is subject to availability of funds and, at the Navy's discretion, payment may be full or partial. Any funds disbursed by the Navy shall be only for items identified as "direct costs" in the NJROTC Supply Manual.

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

a. Evaluation or Probation. When the Navy determines that an NJROTC Unit does not meet the standards specified in NJROTC Regulations for reasons other than low enrollment, it shall decide in its sole discretion to place the Unit in either an evaluation or a probation status and shall notify the School District accordingly. If the Unit has been placed in an evaluation status and the deficiencies cited for such status are not corrected within the period of time specified by the Navy, the Navy may place the Unit on probation. If the Unit fails to correct the identified problems within the probationary period the Navy, upon the approval of the Secretary of the Navy, shall disestablish the Unit at the end of such period.

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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) by the Navy with less than one year's notice if the legal authority for the NJROTC program is repealed, amended, or significantly modified, in which event, the Navy 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 the Secretary of the Navy, the School District shall return to the Navy at Navy cost all U.S. 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 NJROTC 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.

13. **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.

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 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. This Agreement shall become effective on the date the last of the authorized representative of the parties signs. This Agreement may be signed in counterparts.

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

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.

<table>
<tr><td colspan="2">1. Name of School District

SANTA ROSA COUNTY SCHOOL DISTRICT
5086 CANAL ST
MILTON FL 32570-6706</td><td colspan="2" rowspan="2">3. UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY
NAVAL SERVICE TRAINING COMMAND
NAVY JUNIOR ROTC PROGRAM
250 DALLAS STREET STE A
PENSACOLA FL 32508-5268</td></tr>
<tr><td colspan="2">2. Mailing Address of Host School

MILTON HIGH SCHOOL
5445 STEWART STREET
MILTON FL 32570-4225</td></tr>
<tr><td>4. By (Signature of School District official)</td><td>5. Date</td><td>7. By (Signature of Navy Representative)</td><td>8. Date</td></tr>
<tr><td colspan="2">6. Typed Name and Title of School District Official</td><td colspan="2">9. Typed Name and Title of Navy Representative

J. D. SMITH, Ph.D.
NJROTC PROGRAM DIRECTOR</td></tr>
</table>

DEPARTMENT OF THE NAVY
NAVAL SERVICE TRAINING COMMAND
250 DALLAS STREET, STE A
PENSACOLA, FLORIDA 32508-5268

5761
Ser CD1/0131
January 24, 2014

CERTIFIED MAIL

MR TIM WYROSDICK
SUPERINTENDENT
SANTA ROSA COUNTY SCHOOL DISTRICT
5086 CANAL ST
MILTON FL 32570-6706

Dear Mr. Wyrosdick:

We are updating contract agreements with all schools hosting a Navy Junior Reserve Officers Training Corps (NJROTC) unit to reflect changes to program regulations. These changes are now incorporated into the new version of the agreement (enclosed). Changes are as follows:

1. In the title paragraph and subsequently throughout the document, the name of the command which has responsibility over the NJROTC program has changed from Chief of Naval Education and Training (CNET) to Naval Service Training Command (NSTC).

2. In paragraph 4.a and subsequently throughout the document, the title of the officer instructors has been changed to Senior Naval Science Instructor (SNSI), and the title of the enlisted instructors has changed to Naval Science Instructor (NSI).

3. While the title of the NJROTC Regulations does not appear in either the current agreement or the updated agreement, it is reflected in the form numbering and in fact has changed from *Regulations Governing Administration of the Naval Junior Reserve Officers Training Corps (CNETINST 1533.9 series)* to *Regulations for Citizenship Development (RCD) Program (NSTC M-5761.1 series)*.

Please sign the enclosed agreement and return it within 30 days of the date of this letter to: **Commander, Naval Service Training Command (NSTC-CD), NJROTC Program 250 Dallas Street, Suite A, Pensacola FL 32508-5268.** Upon receipt, we will co-sign and a completed copy will be sent to you.

We look forward to continued success in our partnership with your fine school.

Sincerely,

J. C. SMITH, Ph.D.
NJROTC Program Director

Copy to: (w/o encl)
NJROTC Area Manager
Principal, Pace HS
NJROTCU, Pace HS

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S)

This Agreement (the "**Agreement**") for the Establishment of a Navy Junior Reserve Officers Training Corps ("**NJROTC**") Unit is hereby entered into by and between SANTA ROSA COUNTY SCHOOL DISTRICT (the "**School District**") and the Department of the Navy, acting through the Naval Service Training Command (the "**Navy**") 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**").

1. **Unit Established; Status of Units**. An NJROTC 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**":
PACE HIGH SCHOOL

a. 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. Each Host School shall establish as an integral academic and administrative department of the school a Department of Naval Science to administer the NJROTC program.

2. **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 a ground for termination of the Agreement in accordance with Paragraph 12 below. The School District shall immediately notify the Navy at the address noted in Paragraph 13.h 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 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 Navy Instructions pertaining to NJROTC (collectively and as they may be amended from time to time the "**NJROTC Regulations**"). These criteria require that participating students:

a. Are citizens or nationals of the United States or aliens lawfully admitted to the United States for permanent residence;

b. Are physically fit;

c. Maintain acceptable standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation;

d. Maintain acceptable standards of conduct as set forth in the NJROTC Cadet Field Manual;

e. Comply with the grooming standards set forth in the NJROTC Cadet Field Manual; and

f. Comply with any other criteria required by the Statute and NJROTC Regulations, as they may be amended from time to time.

4. **Instructors**

a. Number. The School District shall employ a minimum per Unit of one retired officer as the Senior Naval Science Instructor and one retired enlisted person as the Naval Science Instructor (collectively, the "**NJROTC Instructors**"). Additional NJROTC Instructors shall be employed when authorized by the Navy, in accordance with the student/instructor ratios set forth in NJROTC Regulations. The School District shall notify the Navy in accordance with Paragraph 4.g. prior to hiring any NJROTC instructor in order to ascertain whether or not that instructor is certified as required by Paragraph 4.c.

b. District Employees. NJROTC Instructors and such other personnel that are hired to support the NJROTC 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. The School District shall include the Senior Naval Science Instructor in meetings where policies, recommendations, or decisions affecting the NJROTC program are made, including the employment or discharge of Naval Science Instructors.

c. Certification. NJROTC Instructors must be certified by NSTC to administer the NJROTC program and teach the Naval Science curriculum. The Navy has the right to decertify NJROTC Instructors on the grounds set forth in NJROTC Regulations.

d. Contract. The School District shall enter into a written contract with each NJROTC instructor that stipulates the duration of employment, including identification of the specific periods during which each of the NJROTC Instructors will be performing duties in direct support of the NJROTC program, and the amount of salary each instructor will receive. Employment contracts for NJROTC Instructors shall provide for a minimum of 300 employment days (10 months) and a maximum of 360 employment days (12 months) per year computed as thirty (30) days per month. 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 NJROTC Instructors to reflect changes in minimum pay required by NJROTC Regulations.

e. Duties. The School District shall assign NJROTC Instructors only those duties connected with the instruction, operation, and administration of the NJROTC program. The School District shall contract separately with the individual NJROTC Instructor for any additional duties desired beyond those specifically related to the NJROTC program, which shall be at no cost to the Navy. Such additional services shall not be performed within the scope of NJROTC duties, or during normal school hours. This requirement does not preclude NJROTC Instructors from serving on routine committees or performing curricular or extracurricular duties normally performed by and rotated among other faculty members.

f. Salary. The Navy shall reimburse the School District as set forth in this Paragraph for a portion of the salary of each authorized NJROTC Instructor employed by the School District. The Navy's 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 NJROTC Instructor is at the level, if any specified in NJROTC/Department of Defense Regulations and the Statute as computed by the Navy. The foregoing should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NJROTC Instructors and the School District. The School District may pay the NJROTC Instructor more than any amount specified in the applicable law or regulations, but shall do so without additional any entitlement for reimbursement from the Navy or the Department of Defense.

g. Notification of Instructor Changes, Investigations or Disciplinary Actions. The School District shall inform the Navy, in writing within 14 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 NJROTC instructors. (2) any disciplinary action or incident requiring school/law enforcement investigation regarding NJROTC Instructors.

5. **Curriculum: Academic Credit**

a. Prescription. Each Host School shall establish a 3 or 4-year naval science curriculum consisting of at least the number of minutes of instruction per naval science course (presently, 7,200 minutes) prescribed in NJROTC Regulations and using all instructional materials and guidelines provided by the Navy pursuant to Paragraph 7.a.(3). The School District and Host School shall maintain all standards of instruction and administration for the NJROTC program prescribed by the Navy in the NJROTC Regulations.

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

6. **Uniforms**. Students enrolled in the NJROTC program shall wear the prescribed uniform when directed to do so by any of the NJROTC Instructors. The NJROTC Instructors will wear the appropriate military uniform prescribed by the applicable service regulations while participating in the NJROTC program.

7. **Navy-Furnished Property**

a. The Navy shall provide the following property (collectively, "**Government-Furnished Property**") for exclusive use in the NJROTC 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 Navy shall issue, at its expense, uniforms for enrolled cadets in the NJROTC program in accordance with the supply manual issued by the Navy (the "**NJROTC Supply Manual**").

(2) Government Furnished Equipment. The Navy shall provide the Host School with Government-furnished equipment needed to administer the NJROTC curriculum. The amount and type of equipment provided is subject to the availability of funds and will be allocated to each Unit in accordance with the applicable tables of allowance in the NJROTC Supply Manual based on the number of classrooms used for instruction and the number of students enrolled in each course.

(3) Instructional Materials. The Navy shall provide all curricular and instructional materials and guidelines used to instruct the NJROTC 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 NJROTC Supply Manual and all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. 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 or Host School shall appoint one of the NJROTC Instructors as the military property custodian empowered to requisition, receive, stock, and account for government property issued to the school and shall notify the Navy in writing of the name of such custodian.

c. Bond/Insurance. The School District shall furnish to the Navy a bond or insurance policy from a financial 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.

8. **Facilities.** The Host School shall provide the Department of Naval Science with dedicated and adequate classroom(s), administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Navy), storage space (see. Paragraph 7.b above), drill area, and utilities, and shall pay for the cost and maintenance thereof.

9. **Navy Offset of Costs.** In addition to the salary reimbursement in Paragraph 4.f., the Navy may provide the following offsets of Host School costs, subject to availability of funds:

a. Direct Costs. The Navy may make a single payment to each Host School each school year to defray costs of supplies and materials incurred by the Host School in direct support of the NJROTC program. Disbursement is subject to availability of funds and, at the Navy's discretion, payment may be full or partial. Any funds disbursed by the Navy shall be only for items identified as "direct costs" in the NJROTC Supply Manual.

b. Uniform Maintenance Costs. The Navy may reimburse the cost of cadet uniform maintenance (alterations and annual cleaning for storage).

c. Travel and Transportation Costs. The Navy may reimburse the School District for authorized travel and transportation expenses of cadets and NJROTC Instructors incurred in support of the NJROTC program, at rates prescribed by, and within limitations established by, the Navy.

10. **Audit/Inspection; Access.** The Navy reserves the right to, and shall from time to time, conduct Unit inspections. In addition, the Navy 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, Navy and Federal Government personnel to facilitate such inspections and audits.

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

a. Evaluation or Probation. When the Navy determines that an NJROTC Unit does not meet the standards specified in NJROTC Regulations for reasons other than low enrollment, it shall decide in its sole discretion to place the Unit in either an evaluation or a probation status and shall notify the School District accordingly. If the Unit has been placed in an evaluation status and the deficiencies cited for such status are not corrected within the period of time specified by the Navy, the Navy may place the Unit on probation. If the Unit fails to correct the identified problems within the probationary period the Navy, upon the approval of the Secretary of the Navy, shall disestablish the Unit at the end of such period.

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