



OFFICE OF THE UNDER SECRETARY OF DEFENSE
4000 DEFENSE PENTAGON
WASHINGTON, D.C. 20301-4000

PERSONNEL AND
READINESS

SEP 26 2024

The Honorable Elizabeth Warren
United States Senate
Washington, DC 20510

Dear Senator Warren:

Thank you for your July 22, 2024 letter to the Secretary of Defense regarding the Junior Reserve Officers' Training Corps (JROTC) program. The enclosure and its attachments address the questions in your letter.

Thank you for your continued strong support for the students enrolled in the JROTC program. I look forward to working with you to ensure its long-term success. I am sending similar letters to Senators Hirono, Sanders, and Blumenthal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashish S. Vazirani".

Ashish S. Vazirani
Performing the Duties of the Under Secretary of
Defense for Personnel and Readiness

Enclosure:
As stated

Enclosure

1. *Has DoD and each of the services finalized an updated Memorandum of Understanding (MOU) required under Section 552 of the FY 2024 NDAA? If not, when will these be finalized?*

Response: The memorandum of agreement (MOA) has been standardized across the Department in DD Form 3202 as of February 2024.

- a. *Please provide a copy of each MOU.*

Response: The MOA can be found at Attachment 1 and on the Department of Defense (DoD) Forms public facing website (<https://www.esd.whs.mil/DD/DoD-Issuances/>).

- b. *Will these MOUs be standard and used in all cases across DoD and the respective Services?*

Response: Yes, the DD Form 3202 will be utilized across the Department. Each of the Military Services will have a Service-specific addendum to the standardized MOA pertaining to the command structure and organization of the Military Service concerned as well as Service-specific policies. Those addendums are being finalized and anticipate full utilization in the Academic Year (AY) 2024-2025.

2. *What steps will DoD take to ensure that each institution with a JROTC program annually provides training to students informing them of methods to prevent, respond to, and report sexual assault and harassment?*

Response: The Department is utilizing a Junior Reserve Officers' Training Corps (JROTC) Student Code of Conduct and Parent/Guardian Consent Form, DD Form 3203 (Attachment 2), which provides points of contact and resources to students to report any instructor misconduct that is sexual in nature or otherwise. The form also identifies the school's Title IX coordinator for student and parent or guardian awareness. Acknowledgement of this form is required annually by students and parents or guardians. In addition, DD Form 3203 is the only standard DoD form translated into Spanish to minimize language barriers.

3. *How will DoD ensure that each institution with a JROTC program has an accessible reporting process for students to report violations of their rights under Title IX and Title VI?*

Response: The responsibility for establishment of school Title IX or Title IV compliance procedures falls to the local education activity or school district and is outside the authority of DoD. The standardized MOA requires the host schools to ensure that cadets and their parents or guardians are aware of the proper procedures for reporting and responding to allegations of violations, and also requires that schools identify the Title IX coordinator on the DD Form 3203 (code of conduct and consent form) that is signed by the students and their parents or guardians.

- a. *How will DoD provide oversight on the reporting procedures?*

Response: DoD does not have authority to exercise oversight on local education activity or school district Title IX reporting procedures. DoD requires compliance with Title IX in the standardized MOA, DD Form 3202, but oversight on Title IX procedures falls under the authority of the Department of Education.

- b. *What steps will DoD take to ensure the schools pass on reports to the Military Department concerned within 48 hours, and the Department of Education's Office for Civil Rights as applicable?*

Response: The standard MOA requires that schools report to the Military Service point of contact, within 1 business day, any disciplinary or administrative action levied upon a JROTC instructor (e.g., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (e.g., school, civil, or criminal), and any changes in the employment status of a JROTC instructor. DoD has established standard operating procedures to ensure that such reports are quickly communicated from the Military Department concerned to the Office of the Secretary of Defense (OSD). As a final step, a memorandum of understanding (MOU) between DoD and the Department of Education formalizes information sharing of possible Title IX violations from the DoD JROTC Program and Oversight personnel in OSD to the Department of Education Office of Civil Rights (Attachment 3).

4. *What reporting process will the Department establish for students, families, or third parties to come forward with reports that institutions are not abiding by these MOUs?*

Response: The Department is utilizing a JROTC Student Code of Conduct and Parent/Guardian Consent Form, DD Form 3203, which provides to cadets and their parents or guardians points of contact for each of the Military Services to contact directly with any concerns about instructor conduct. In addition, DoD has implemented a 1:30 (oversight personnel to JROTC units) for annual in-person inspections of all JROTC units across the Department.

5. *When will DoD require institutions with JROTC programs to provide their annual report on allegations of violations of title IX and title VI rights by, and how will the Department integrate these reports into its annual reporting requirement to Congress under Section 556 of the FY 2024 NDAA?*

Response: The Department consolidated information regarding alleged violations of Title IX from across the Military Departments for AY 2022-2023 in the reports submitted on May 23, 2024, to the House and Senate Armed Services Committees, in accordance with 10 U.S.C. § 2031(i) (as amended by the National Defense Authorization Act for Fiscal Year 2024 (Public Law 118–31)). Moving forward these reports will be consolidated for each AY.

6. *What steps will the Department take to confirm that these institutions are ensuring that participation in JROTC units is voluntary as required under the FY 2024 NDAA?*

Response: The Department is utilizing a JROTC Student Code of Conduct and Parent/Guardian Consent Form, DD Form 3203, which requires explicit acknowledgement from the student and their parent or guardian that the program is voluntary. In addition, the standardized MOA communicates and requires acknowledgement of the voluntary nature of the JROTC program by the local education activity or school district.

- a. *How will the DoD ensure each student is fully aware of what the program entails prior to enrollment?*

Response: The Department is utilizing a JROTC Student Code of Conduct and Parent/Guardian Consent Form, DD Form 3203, which includes a section for participation expectations and standards for cadets. Acknowledgement of these expectations and standards is required prior to participation in JROTC.

7. *What is the timeline of implementation for these reforms? Will these reforms be in place prior to the start of the 2024-2025 school year?*

Response: The Department has posted English and Spanish versions of JROTC Student Code of Conduct and Parent/Guardian Consent Form, DD Form 3203, to the public facing DoD forms website (<https://www.esd.whs.mil/DD/DoD-Issuances/>). The Military Departments intend to begin utilizing the form during AY 2024-2025.

8. *When will the Department submit the annual report mandated by the Section 556 of the FY 2024 NDAA?*

Response: The Department submitted the required report on May 23, 2024, to the House and Senate Armed Services Committees as directed in statute (Attachment 4).

9. *What steps is the Department taking to ensure that institutions with JROTC programs are aware of these new requirements under the FY 2024 NDAA?*

Response: The Department has developed and is implementing the use of the new standardized MOA that identifies the obligations of both parties to the agreement. In addition, the Department has developed and is implementing use of the JROTC Instructor Prohibited Activities Acknowledgement, DD Form 3200 which must be reviewed and acknowledged by every JROTC instructor annually (Attachment 5). Local education activity and school district administration are made aware of this instructor code of conduct and the requirements therein. The standardized MOA captures the new requirements for the local education activities and school districts.

10. *When did DoD receive information on the allegations of sexual misconduct by the JROTC instructor at Palmetto Ridge High in Florida?*

Response: April 26, 2024.

a. *Did this follow the 48-hour requirement for the school to pass along this report to the Department?*

Response: Yes.

b. *When did DoD share these allegations with the Department of Education's Office for Civil Rights?*

Response: May 1, 2024.

c. *What steps has DoD taken and will it take in response to these allegations?*

Response: JROTC instructors are employees of their local education activity or school district. DoD is limited in the actions or investigations it may undertake regarding JROTC instructors. As is done in all cases when such allegations are received, the instructor was decertified by Army JROTC—this would preclude employment in any Military Service JROTC program. Additionally, the instructor's employment was terminated by Collier County Public Schools. Additional investigation is being conducted by the Collier County Sheriff's Office, as the matter was referred to local law enforcement by the school district.

d. *What background investigation did DoD conduct on the instructor before approving his role as a JROTC instructor?*

Response: The instructor was awarded Line of Sight Supervision on October 16, 2023, and a favorable Tier 1 with Childcare Investigation for non-sensitive positions on November 13, 2023.

i. *Were there any previous allegations of misconduct against him?*

Response: No.

ii. *For how long was this individual a JROTC instructor?*

Response: 5 months.

11. *When did DoD receive information on the allegations of JROTC instructor sexual misconduct at Mount Tahoma High School in Washington?*

Response: November 2023 is the date a victim filed a lawsuit against Mount Tahoma Public Schools over alleged sexual and physical harassment the cadet faced while in the school's

JROTC unit. The incident in question is alleged to have occurred in late 2022. Reporting procedures in 2022 were not standardized as those currently in place; nonetheless, Army JROTC reported the incident to their superiors on November 4, 2022.

- a. *Did this follow the 48-hour requirement for the school to pass along this report to the Department?*

Response: The Department is unable to determine the exact timeline of reporting from the allegation to school district to Army JROTC.

- b. *When did DoD share these allegations with the Department of Education's Office for Civil Rights?*

Response: An information sharing MOU and procedures were not in place between DoD and Department of Education in 2022.

- c. *What steps has DoD taken and will it take in response to these allegations?*

Response: Army JROTC suspended the instructor initially, and upon receipt of the termination letter from the Mount Tahoma High School on February 17, 2023, the instructor was permanently decertified.

- d. *What background investigation did DoD conduct on the instructor before approving his role as a JROTC instructor?*

Response: The instructor received a favorable Tier 1 with Childcare Investigation for non-sensitive positions on November 22, 2016, and a recertification on September 30, 2022.

- i. *Were there any previous allegations of misconduct against him?*

Response: No.

- ii. *For how long was this individual a JROTC instructor?*

Response: 16 years.

Attachment

1

MEMORANDUM OF AGREEMENT BETWEEN _____ <div style="text-align: right;"><i>(Military Service)</i></div>	Form Approved OMB Number 0704-0680 Expires 02/28/2027
AND _____ <div style="text-align: center;"><i>(Name of School District)</i></div>	
TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT	

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Director of Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative

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 _____ *(Military Service Name)* acting through _____ *(first General/Flag Officer Command above JROTC Program Office)*, and _____ *(School District Name)* *(collectively the Parties)* for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ *(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 _____ *(Military Service Name)* on the date of signature below, a JROTC unit is established at _____ *(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. _____
(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: _____ *(Address)*. The following School District and Host School office handles Title IX inquiries and complaints: _____ *(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 _____ (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.

- (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.

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: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate:

Title: _____

Address: _____

Email: _____

Telephone Number: _____

2. For the Military Service

Primary:

Title: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate:

Title: _____

Address: _____

Email: _____

Telephone Number: _____

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.

FOR THE SCHOOL		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial)</i> AND TITLE	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i>	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i>	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME		
e. TELEPHONE NUMBER		
f. FAX NUMBER		
g. EMAIL ADDRESS		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i>	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i>	
c. SUPERINTENDENT'S NAME		
d. TELEPHONE NUMBER		
e. FAX NUMBER		
f. EMAIL ADDRESS		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM	

Attachment

2

**JUNIOR RESERVE OFFICERS' TRAINING CORPS
STUDENT CODE OF CONDUCT AND PARENT/GUARDIAN CONSENT FORM**

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 102, Junior Reserve Officers' Training Corps; DoD Instruction 1205.13, Junior Reserve Officers' Training Corps Program.

PRINCIPAL PURPOSE(S): To document you and your student's understanding of the expectations, responsibilities, and prohibitions related to participation in the Junior Reserve Officers' Training Corps (JROTC).

ROUTINE USE(S): Disclosure of records are generally permitted under 5 U.S.C. 522a(b) of the Privacy Act of 1974, as amended. To a Federal, state, or local agency maintaining civil, criminal, or other relevant enforcement information or other pertinent information, such as current licenses, if necessary to obtain information relevant to a DoD Component decision concerning the hiring or retention of an employee, the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other benefit. Additional routine uses are listed in the applicable System of Records Notices:

Army, A0145-2 TRADOC: <https://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/569985/a0145-2-tradoc/>
Navy, N01533-1: <https://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-Component-Article-View/Article/570325/n01533-1/>
Air Force, F036 AETC B: <https://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-Component-Article-View/Article/569771/f036-aetc-b/>

DISCLOSURE: Voluntary. However, failure to fully complete requested information may render student ineligible to participate in the JROTC program.

PURPOSE

The Junior Reserve Officers' Training Corps (JROTC) Program is a world-class youth leader development program authorized by Congress and executed as a partnership between the Department of Defense, the military services and local School District High Schools. JROTC Instructors are retired service members and/or veterans employed as a faculty member by your local school district who are subject to the same laws, regulations and policies as other teachers within the District. A purpose of the JROTC is to instill in students in the 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.

The purpose of this form is to share the expectations of the program, the expected behavior, and unacceptable behavior of all students and instructors taking part in the JROTC program. By initialling next to each statement, you acknowledge and agree to the expected/prohibited behavior explained in each section.

1. STUDENT NAME <i>(Last, First, Middle)</i>	2. PARENT/GUARDIAN NAME <i>(Last, First, Middle)</i>
3. JROTC UNIT/SCHOOL	4. UNIT/SCHOOL ADDRESS <i>(City, State, Zip Code)</i>
5. JROTC PROGRAM OFFICIAL <i>(Last, First, Middle)</i>	

6. EXPECTATIONS: I understand and acknowledge that:

(Initial Student/Parent or Guardian)
 _____ / _____ a. Enrollment and participation in JROTC is purely voluntary. No representative of JROTC (adult or student), the school or school district, or other position of authority (including parents) may compel a student to participate in JROTC against their will. Students enrolled in JROTC may coordinate with their school representative to request withdrawal at any time for any reason per school policies.

_____ / _____ b. Inappropriate behavior between JROTC representatives/instructors and any student or minor, including JROTC participants, will not be tolerated. JROTC instructors are employees of the school/school district and are subject to the same high standards of professional conduct as other teachers. If I have any concern about inappropriate activities concerning either instructors or other students within the JROTC program, I will immediately notify high school administration and/or POCs identified in paragraphs 11 & 12.

_____ / _____ c. JROTC representatives/instructors shall:

c.1. Adhere to school policy where applicable with regard to entry of any students or unrelated minors into their dwelling without the written consent of the student's or minor's parent/guardian.

c.2. Adhere to school policy where applicable with regard to establishing a common household with a legally unrelated student or minor, that is, share the same living area in an apartment (does not include facilities open to all members of a homeowners' association or all tenants in an apartment complex), house, or other dwelling.

c.3. Adhere to school policy where applicable with regard to entry of any legally unrelated student or minor into privately owned vehicles. Exceptions are permitted for official business when the safety or welfare of a student or legally unrelated minor is at risk.

c.4. Adhere to school policy where applicable with regard to attending social gatherings, clubs, bars, theaters, or similar establishments on a personal social basis with a student or not legally related minor. Exceptions include inadvertent meetings at restaurants and other public places and inadvertent mutual attendance at other appropriate public places and events

7. COMPREHENSIVENESS & EXCEPTIONS:

The above list is not all inclusive and the Military Services may add additional prohibited activities. Prohibited activities between a JROTC Instructor/trainers and cadets listed in paragraph 6 apply from the first contact between an instructor and student through 6 months after student reaches the age of majority and/or is no longer affiliated with the JROTC program or enrolled in the high school, whichever is the latter date.

Exceptions may be granted to accommodate relationships that existed prior to the instructor's or student's JROTC affiliation. These relationships include, but are not limited to, family members. Any relations developing between JROTC representatives' family and the families of JROTC students must be declared to the school principal/school district representative. JROTC representatives wishing an exception must do so in writing to the appropriate school official and must include the JROTC student's parents/guardian's signature. Only high-level officials/authority, as designated by the host institution in consultation with the host service, has the authority to approve these exceptions. The unit will keep these documents on record while the student is enrolled in the program.

8. VIOLATIONS:

Violations of any part of paragraph 6.a through 6.14.iii, not granted an exception in paragraph 7, will result in a school or school district investigation, possible school or school district disciplinary action and possible JROTC instructor certification suspension or decertification. If at any time the student or parent/guardian are unwilling or unable to adhere to these expectations, the student may be removed from the JROTC program.

9. PARTICIPATION EXPECTATIONS AND STANDARDS: I understand and acknowledge that:

(Initial Student/Parent or Guardian)

_____ / _____ a. Initial and continued enrollment and participation in JROTC is incumbent on students understanding, acknowledging, and agreeing to adhere to expected standards and procedures.

a.1. Grooming/Personal Hygiene: JROTC students may be expected to adhere to the grooming standards of their affiliated Service while participating in JROTC activities. Accommodations, as agreed upon by both the school and JROTC representatives, may be made for religious or other specific situations. Students otherwise unable or unwilling to conform to the grooming standards may be removed from the JROTC program.

a.2. Uniform: JROTC students may be expected to wear variations of their affiliated Service's uniforms. Students participating in JROTC understand proper wear of uniforms is an integral part of the JROTC experience and agree to adhere to prescribed standards. Certain situations may require students wear "appropriate" civilian attire in lieu of standard uniforms which will be considered the prescribed uniform. Students not possessing suitable attire, should immediately notify their JROTC instructor and school representative of the situation.

a.3. Physical Fitness: Students enrolling in JROTC should expect to participate in activities that demand varying physical levels. Students requiring physical accommodations must ensure both the school and JROTC representatives are aware of the requirement and agree upon the appropriate accommodation. Per school policy, physical activities may require an athletic or similar medical/physical exam and clearance before students are allowed to participate.

a.4. Hazardous Activities: Some of JROTC's elective activities may involve hazardous environments. These include but are not limited to rifle/pistol/archery ranges, obstacle courses, and high/low rope courses. Parents are required grant permission for their child's participation using school/school district procedures. Voluntary participation/nonparticipation does not impact students' overall JROTC standing.

10. PHOTO RELEASE:

This consent form requests permission to use your child's photo/image and name for Junior ROTC advertising purposes to include on social and other media. Please check one of the following choices:

I GRANT permission for my child's photos/images and name to be used for Junior ROTC advertising purposes to include on social and other media.

I GRANT permission for photos/images of my child without any other personal identifiers to be used for Junior ROTC advertising purposes to include on social and other media.

I DO NOT GRANT permission for photos/images of my child to be used for Junior ROTC advertising purposes to include on social and other media.

11. KNOW YOUR RIGHTS:

Title IX is a federal law that was passed in 1972 to protect all students, faculty, staff, and employees from sex discrimination. Some of the specific prohibited actions:

- stalking or obscene phone calls, texts, emails, or gestures.
- sexually suggestive jokes, whistles, catcalls, or innuendos.
- inappropriate touching.
- intimidation.

Title IX also protects individuals from retaliation for filing a complaint of sexual misconduct or participating in an investigation.

Title IX requires School Districts to provide Title IX Coordinators in each school. You should receive Title IX education on an annual basis to ensure you are fully aware of the law. In the event you are a victim of or become aware of a Title IX violation you should contact your school's Title IX Coordinator as soon as practical. They are for your counsel and protection.

School/District Title IX Office:

Name of Title IX Coordinator:

Phone Number:

Email Address:

Department of Education Office of Civil Rights (OCR)

OCR@ed.gov or
800-421-3481, TDD 800-877-8339

12. POINTS OF CONTACT:

Affiliated Service JROTC Office:

Air/Space Force IG:

(800) 538-8429

saf.ighotline@us.af.mil

Inspector General (IG) Offices

Army IG:

(800) 752-9747

<https://ig.army.mil/REQUEST-IG-ACTION/Request-Army-IG-Action/>

Coast Guard IG:

(800) 323-8603

<https://hotline.oig.dhs.gov/#step-1>

Marine Corps IG:

(866) 243-3887

orgmb.igmc.hotline@usmc.mil

Navy IG:

(800)522-3451

NAVIGHotlines@navy.mil

Department of Defense (DoD) IG:

(800)424-9098

<https://www.dodig.mil/rechot/>**13. ACKNOWLEDGED BY:** By signing below, I certify I have reviewed this form and acknowledge that I have read and understand this policy.a. STUDENT NAME (*Last, First, Middle*)

b. GRADE LEVEL

c. DATE SIGNED (YYYYMMDD)

d. SIGNATURE

e. PARENT/GUARDIAN NAME (*Last, First, Middle*)

f. PHONE/EMAIL

g. DATE SIGNED (YYYYMMDD)

h. SIGNATURE

i. JROTC REPRESENTATIVE NAME (*Last, First, Middle*)

j. POSITION

k. DATE SIGNED (YYYYMMDD)

l. SIGNATURE

INSTRUCTIONS FOR COMPLETING DD FORM 3203

1. **STUDENT NAME.** Enter the appropriate information of the student participant.
2. **PARENT/GUARDIAN NAME.** Enter the appropriate information of the Parent or Legal Guardian of the participant.
3. **JROTC UNIT/SCHOOL.** Enter the host institution's name and the JROTC Unit (Name/Number).
4. **UNIT/SCHOOL ADDRESS.** Enter the address of the host institution where the JROTC unit will take place.
5. **JROTC PROGRAM OFFICIAL.** Enter the appropriate information of the JROTC Program Official at the host institution.
6. **EXPECTATIONS.**
 - a) **VOLUNTARY ENROLLMENT:** Student and Parent/Guardian initials certify that the signees understand and agree to all statements within this section.
 - b) **INAPPROPRIATE BEHAVIOR:** Student and Parent/Guardian initials certify that the signees understand and agree to all statements within this section.
 - c) **EXPECTED BEHAVIOR:** Student and Parent/Guardian initials certify that the signees understand and agree to all statements within this section.
7. **COMPREHENSIVENESS & EXCEPTIONS.** The expectations of the Program should comprehensively align with appropriate behavior of the program representatives.

While the list of statements included on this form are not all inclusive of appropriate and expected behavior, actions similar in sentiment should be adhered to as well. JROTC Program representatives (instructor and/or student) should direct any questions on appropriate behavior to their School or School District Authority.
8. **VIOLATIONS.** Read the statement on violations. Your signature on this form certifies you understand and agree to this statement.
9. **PARTICIPATION EXCEPTIONS AND STANDARDS.** Enrollment in the JROTC program includes certain participation expectations. Read each statement and initial at the top of this section. Your initials certify you understand and agree to the statements within this section.
10. **PHOTO RELEASE.** Read the statement related to the use of the student's photo/image and name. Select the option that best aligns with your wishes.
11. **KNOW YOUR RIGHTS.** Read the statements included in this section related to your rights under Title IX. This section also provides guidance and a Point of Contact for reporting violations within your School District, as well as a Point of Contact at the Department of Education.
12. **POINTS OF CONTACT.** Participants are provided phone numbers and email addresses at each host military service as well as the Department of Defense (DoD).
13. **ACKNOWLEDGED BY.** Entering the appropriate information, and signing the fields below certifies that you have read and understood the information provided on this form and you agree to the statements included within.
 - a) **STUDENT NAME:** As stated.
 - b) **GRADE LEVEL:** Enter the student's grade level in high school for the current year of participation in the program.
 - c) **DATE SIGNED:** As stated.
 - d) **SIGNATURE:** Signing this document certifies that you have read, understand and agree to the statements included in this form.
 - e) **PARENT/GUARDIAN NAME:** As stated.
 - f) **PHONE/EMAIL:** Enter the appropriate information of the Parent/Guardian.
 - g) **DATE SIGNED:** As stated.
 - h) **SIGNATURE:** Signing this document certifies that you have read, understand and agree to the statements included in this form.
 - i) **JROTC REPRESENTATIVE NAME:** To be completed by the JROTC Instructor - Enter the appropriate information of the JROTC Instructor.
 - j) **POSITION:** Enter the appropriate title held within the JROTC Program. (Ex.: Senior Instructor, Assistant Instructor).
 - k) **DATE SIGNED:** As stated.
 - l) **SIGNATURE:** The Program Official's signature certifies that the DD Form 3203 is correct and complete and recommends approval.

Attachment

3

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF DEFENSE
AND
THE DEPARTMENT OF EDUCATION
REGARDING
COORDINATION EFFORTS RELATED TO JUNIOR RESERVE
OFFICERS' TRAINING CORPS PROGRAMS**

This is a Memorandum of Understanding (MOU) between the Department of Defense (DoD) and Department of Education (ED). When referred to collectively, DoD and ED are referred to as the "parties."

- 1. BACKGROUND.** Junior Reserve Officers' Training Corps (JROTC) instructors are certified by the Secretary of the Military Department concerned, to be employed by local educational agencies (LEAs) in support of JROTC program requirements. LEAs that provide JROTC programs and activities to students are, as recipients of Federal funds, subject to Federal civil rights laws, including those enforced by ED's Office for Civil Rights (OCR).
- 2. AUTHORITIES.**
 - 2.1.** 10 U.S.C. § 2031, "Junior Reserve Officer Training Corps."
 - 2.2.** 20 U.S.C. § 3475, "Contracts."
 - 2.3.** Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1686); 34 CFR Part 106.
 - 2.4.** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; 34 CFR Part 100.
 - 2.5.** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); 34 CFR Part 104.
 - 2.6.** Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; 34 CFR Part 110.
 - 2.7.** Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 et seq.; 28 CFR Part 35.
 - 2.8.** Boy Scouts of America Equal Access Act of 2001, 20 U.S.C. § 7905; 34 CFR Part 108.
- 3. PURPOSE AND SCOPE.** Both DoD and ED are committed to sharing information with each other, as appropriate and consistent with Federal law, to further the agencies' respective authorities with respect to the operation of JROTC educational programs and activities free from discrimination in violation of Federal civil rights laws. This MOU sets forth, in general terms, the ways in which DoD and ED will work together in service of that commitment.

4. RESPONSIBILITIES OF THE PARTIES. DoD and ED will work together in the following ways:

4.1. DoD will—

- 4.1.1.** Provide, as available and authorized, copies of Military Departments' regulations, guidelines, orders, policies, and other documents as needed for ED to enforce the Federal civil rights laws within its jurisdiction.
- 4.1.2.** Notify ED OCR of all allegations or complaints received by DoD alleging discrimination in JROTC programs or activities in violation of the Federal civil rights laws and when an instructor's certification has been temporarily or permanently suspended by a Military Service based upon such allegations or findings. Such notice will provide the name of the school involved and the nature of the allegation, but not the names of any students or instructors. In accordance with the Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act) and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), DoD will not disclose any personally identifiable information and will take precautions to keep personal information confidential.
- 4.1.3.** Seek consultation from ED as needed on DoD's provision of information, technical assistance, and training for JROTC instructors and leadership related to their responsibilities under Federal civil rights laws.

4.2. ED will—

- 4.2.1.** Consult with DoD on DoD's provision of information, technical assistance, and training for JROTC instructors and leadership related to their responsibilities under Federal civil rights laws.
- 4.2.2.** Promptly forward to DoD letters of findings, resolution letters, and resolution agreements pertaining to complaints alleging discrimination in JROTC programs or activities in violation of Federal civil rights laws, to the extent that doing so would be consistent with the Privacy Act and FERPA.

4.3. Both parties will—

- 4.3.1.** Communicate regularly, at least annually, regarding the latest information about JROTC program requirements, updates, lessons learned, and best practices as related to Federal civil rights laws.

5. PERSONNEL. Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel, if applicable to this memorandum of understanding. Each party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS.

6.1. POINTS OF CONTACT (POCS). The following POCs will be used by the parties to communicate matters concerning this MOU. Each party may change its POC upon reasonable notice to the other party.

6.1.1. For DoD: Michael, J. O'Toole, Director, Civil Military Programs, at (703) 693-7493 or michael.j.otoole.civ@mail.mil.

6.1.2. For ED: Randolph Wills, Deputy Assistant Secretary for Enforcement, ED OCR, at (917) 284-1982 or randolph.wills@ed.gov.

6.1.3. Jermaine L. Sullivan, M.Ed., Military Affairs Team Lead, Office of Communications and Outreach, at (202) 595-4288 or jermaine.sullivan@ed.gov.

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the DoD, to—

6.2.1. Assistant Secretary of Defense, Manpower and Reserve Affairs, Attn: Civil Military Programs, 1500 Defense Pentagon, Washington, DC 20301-1500

and, if to the ED, to—

6.2.2. 400 Maryland Ave SW, Washington DC 20202

or as may from time to time otherwise be directed by the parties.

6.3. REVIEW OF UNDERSTANDING. This MOU will be reviewed no less often than on or around the anniversary of its effective date in its entirety.

6.4. MODIFICATION OF UNDERSTANDING. This MOU may only be modified by the written understanding of the parties, duly signed by their authorized representatives.

6.5. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the parties.

6.6. TERMINATION OF UNDERSTANDING. This MOU may be terminated by either party by giving at least 30 days' written notice to the other party. The MOU may also be terminated at any time upon the mutual written consent of the parties.

6.7. TRANSFERABILITY. This MOU is not transferable except with the written consent of the parties.

6.8. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the parties regarding the MOU's subject matter, thereby merging and superseding all prior understandings and representations by the parties with respect to such subject matter.

6.9. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last party signs.

6.10. EXPIRATION DATE. This MOU expires 1 year from the effective date and will be renewed every year after the effective date for up to 5 years unless either party indicates its intent to terminate the MOU prior to that time.

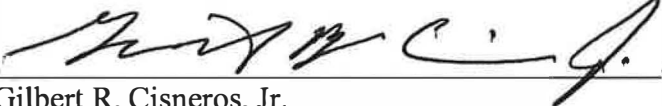
6.11. CANCELLATION OR MODIFICATION OF PREVIOUS UNDERSTANDING.
Not Applicable

6.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

6.13. OTHER FEDERAL AGENCIES. This MOU does not bind any Federal agency, other than the parties, nor waive required compliance with any law or regulation.

7. AGREED.


For the Department of Defense:



Gilbert R. Cisneros, Jr.
Under Secretary of Defense
for Personnel and Readiness

Date: SEP - 7 2023

For the Department of Education:



Catherine E. Lhamon
Assistant Secretary for Civil
Rights

Date: SEP - 14 2023

Attachment

4

Report to the Committees on Armed Services of the Senate and the House of Representatives



Annual Report on Allegations of Sexual Misconduct in Junior Reserve Officers' Training Corps Programs

Academic Year 2022-2023

The estimated cost of this report or study for the Department of Defense is approximately \$3,070 for the 2023 Fiscal Year. This includes \$1,600 in expenses and \$1,470 in DoD labor.

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INTRODUCTION

Section 556 of the National Defense Authorization Act (NDAA) for Fiscal Year 2024 (Public Law 118–31), amended 10 U.S.C. § 2031 to include the following report requirement:

(i)(1) 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.

Since its inception in 1916, local school districts have included Junior Reserve Officers' Training Corps (JROTC) as an elective course offering to instill in students in U.S. secondary educational institutions the values of citizenship and service, personal responsibility, and a sense of

accomplishment. Today, the Military Service JROTC programs highlight their Service's unique culture and heritage. Provided with the curriculum, uniforms, and equipment needed to operate a JROTC program, school districts are also given access to a roster of qualified retired officers and non-commissioned officers, select veterans, and drilling Reservists and Guardsman to interview and employ as their program instructors/faculty. Although JROTC instructors are authorized to wear their Service's uniform, they are civilian employees of the school district just like any other teacher. They are subject to school districts' policies and procedures and local, State, and Federal laws governing teachers. Beyond decertifying them as JROTC instructors, the Military Services and Department of Defense (DoD) have no further authority over the eligibility of a person to work as a JROTC instructors. When allegations of misconduct are made against JROTC instructors they are investigated and adjudicated in the same manner as any allegations against other faculty or staff members of that school district and jurisdiction. The school district does have the responsibility to notify the program's Military Service of these allegations, the status of any investigation, and the employment status of the instructor concerned.

For the purpose of section 2031(i) reports, "preceding year" is defined as the "preceding academic year". This report covers Academic Year (AY) 2022-2023 which started on July 1, 2022 and ended June 30, 2023.

Allegations of sexual misconduct, sexual harassment, and sex discrimination in JROTC programs are as defined by the relevant school district that is also responsible for determining and coordinating the proper investigation level with appropriate law enforcement officials.

Information mandated by section 2031(i) for this report was provided by the affected school district to the respective JROTC program management offices who in turn provided it to the Office of the Secretary of Defense (OSD).

Report Elements Addressed:

(1) 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 JROTC programs¹ during the preceding year

Response: There were 21 total reported allegations in AY 2022-2023 (July 1, 2022 through June 30, 2023).

¹ Reporting is provided on each of the Military Services under DoD that operates a JROTC program.

Table 1. Provides an overview of the Reported Allegations within the JROTC Program for AY 2022-2023 (July 1, 2022 through June 30, 2023) both by Service and in aggregate.

Reported Allegations of JROTC Title IX Violations (All Services)	
AY 2022-2023	
	Allegations of Sexual Misconduct, Harassment, and Discrimination
Air Force	3
Army	9
Marine Corps	3
Navy	6
Total Allegations:	21

(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 JROTC 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.

Response: Of the 21 total reported allegations, all were investigated through administrative and/or criminal processes. As a result of those investigations, 4 instructors were retained/reinstated, and 17 instructors were nationally decertified permanently and removed.

The following tables provide additional details of the Reported Allegations within the JROTC Program for AY 2022-2023 (July 1, 2022 through June 30, 2023), in response to the reporting requirements listed above:

Table 2 – Reports on the number of reported allegations that were investigated, as well as the type of investigation that took place. This table presents data from all the Military Services in aggregate.

Investigations of Reported Allegations z (All Services)	
AY 2022-2023	
Total # of Investigations	21
Investigation Type	
Administrative	15
Criminal	6

Table 3 – Reports on the outcome of those investigations. This table presents data from all the Military Services in aggregate.

Investigative Outcomes of Reported Allegations (All Services)	
AY 2022-2023	
Total # of Investigations	21
Outcomes	
Substantiated	13
Not Substantiated	4
On-Going	4
Instructor Status (Removed/Reinstated)	
# of Instructors Reinstated	4
# of Instructors Nationally Decertified and Removed	17

Table 4 – Reports on the number of reported allegations by State, the District of Columbia, or overseas location where these reports occurred. This table presents data from all the DoD Military Services in aggregate.

Reported Allegations by State	
AY 2022-2023	
State	Allegations of Sexual Misconduct, Harassment, and Discrimination
Texas	7
Florida	4
California	1
Georgia	1
Kansas	1
Pennsylvania	1
Mississippi	1
North Carolina	1
South Carolina	1
Nebraska	1
Tennessee	1
Virginia	1

(B) The number of reports that the Department of Defense or military services have received during the reporting period involving allegations of acts of violence, including sexual abuse or harassment, by instructors against students in the JROTC program, including—

- (i) the offense involved;
- (ii) the military service involved;
- (iii) the number of instructors and number of allegations they each 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 instructors from JROTC programs; and
- (vi) the number of such reported allegations by State, the District of Columbia, or overseas location where these reports occurred.

Response: The Department’s response to Section 2.B of this report contains a subset of the data found in Section 2.A. While Section 2.A covers all reported incidents, Section 2.B provides a more targeted analysis highlighting reported incidents involving alleged acts of violence within the dataset.

Table 5 – Reports on the number of offenses involved, the Military Service involved, and the number of instructors and numbers of allegations they each received. This table presents data from all the Military Services in aggregate.

Reported Allegations of JROTC Title IX Violations Involving Acts of Violence (All Services)	
AY 2022-2023	
	Allegations of Violent Sexual Misconduct, Harassment, and Discrimination
Air Force	0
Army	0
Marine Corps	0
Navy	2
Total Allegations:	2

Table 6 – Reports the number of reports of sexual misconduct and harassment that have been investigated. This table presents data from all the Military Services in aggregate.

Investigations of Reported Allegations Involving Acts of Violence (All Services)	
AY 2022-2023	
Total # of Investigations	2
Investigation Type	
Administrative	0
Criminal	2

Table 7 – Reports the number of reports or investigations that have led to the removal of instructors from JROTC programs. This table presents data from all the Military Services in aggregate.

Investigative Outcomes of Reported Allegations Involving Acts of Violence (All Services)	
AY 2022-2023	
Total # of Investigations	2
Outcomes	
Substantiated	0
Not Substantiated	0
On-Going	2
Instructor Status (Removed/Reinstated)	
# of Instructors Reinstated	0
# of Instructors Nationally Decertified and Removed	2

Table 8 – Reports the number of such reported allegations by State, the District of Columbia, or overseas location where these reports occurred. This table presents data from all the Military Services in aggregate.

Reported Allegations by State	
AY 2022-2023	
State	Allegations of Sexual Misconduct, Harassment, and Discrimination
California	1
Georgia	1

(C) Any steps the Department of Defense has taken to mitigate sexual misconduct and harassment in JROTC programs during the preceding year.

Table 9 – Reports any steps the DoD has taken to mitigate sexual misconduct and harassment in JROTC programs during the preceding AY (July 1, 2022 through June 30, 2023).

Year Initially Added	Service	Improvement Entry	Policy Status	Realized or Projected Outcome of Effort
AY 2022 - 2023	OSD	<p>Require Instructor Background Checks: Requires all JROTC Instructors to undergo specific Tier 1 Child Care Investigations for Non-Sensitive Positions and periodic re-verifications designed for individuals who interact with children under 18 and standardize background investigations.</p> <p>Services have successfully allocated Fiscal Year (FY) 2023 resources and have hired additional oversight in advance of this requirement, while the Department anticipates Congressional approval of the FY 2024 President’s Budget Request.</p>	COMPLETED	<ul style="list-style-type: none"> - Elevate the level of vetting of individuals applying for and/or serving as a JROTC Instructor. - Through the Child Care Investigations, there will be a heightened scrutiny of the applicant.
AY 2022 - 2023	OSD	<p>Require Oversight Ratio: Establish a maximum one JROTC oversight manager to 30 programs.</p> <p>Services have successfully allocated FY 2023 resources and have hired additional oversight in advance of this requirement.</p>	COMPLETED	<ul style="list-style-type: none"> - Ensures the Military Services have the appropriate manning level to support and achieve in-person annual program inspections.
AY 2022 - 2023	OSD	<p>Establish a memorandum of understanding with the Department of Education (ED): DoD and ED will commit to sharing information with each other to further the agencies’ respective authorities with respect to the operation of JROTC educational programs and activities free from discrimination in violation of Federal civil rights laws.</p>	COMPLETED	<ul style="list-style-type: none"> - DoD will share policies and information to better equip ED to enforce the Federal civil rights laws within its jurisdiction. - DoD will solicit guidance from ED as needed on DoD’s provision of information, technical assistance, and training for JROTC instructors and leadership, leading to improved awareness of their responsibilities under Federal civil rights laws.

Year Initially Added	Service	Improvement Entry	Policy Status	Realized or Projected Outcome of Effort
AY 2022 - 2023	OSD	<p>Improved Reporting and Communication:</p> <ul style="list-style-type: none"> - A dedicated, monitored email has been established and implemented as “OSD pentagon OUSD P-R List JROTC Critical Information Notice Reporting.” - The Department of Education has been and will be notified of reported alleged incidents of misconduct in violation of Title IX. - The Department has a requirement to notify Congress of all allegations of misconduct annually by March 31st each year. 	COMPLETED	<ul style="list-style-type: none"> - Improves communication across the DoD by ensuring Military Services report allegations of instructor misconduct to the Office of the Assistant Secretary of Defense for Manpower and Reserve Affairs (OASD(M&RA)) within 48 hours of the Service Chain of Command notification. Upon notification, OASD(M&RA) will notify the ED, Office of Civil Rights of the incident. - Improved communication and additional reporting options will promote more rapid notification and action by DoD.
AY 2022 - 2023	OSD	<p>Implement a new DD Form 3200, “JROTC Instructor Prohibited Activities Acknowledgement”:</p> <ul style="list-style-type: none"> - DD Form 3200 has been developed and published. - DD Form 3200 will be read and signed by the JROTC instructor and a school administrator annually and maintained in school files as an inspectable item by the Secretaries of the Military Departments. 	COMPLETED	<ul style="list-style-type: none"> - Ensure JROTC instructors understand the limitations applicable to their school responsibilities. - Increased awareness by all parties (instructors, students, and parents/guardians) of program expectations and the code of conduct for participation in the JROTC program.
AY 2022 - 2023	OSD	<p>DD Form 3202: Standardized memoranda of agreement (MOAs) between the host school districts and the Services:</p> <ul style="list-style-type: none"> - DD Form 3202 has been developed and published. 	COMPLETED	<ul style="list-style-type: none"> - Will clarify and provide additional specificity for the roles and responsibilities of the oversight of the JROTC program, especially for protecting students under Title IX of the Education Amendments Act of 1972. - Standardized MOAs will create consistency across the Department and increase awareness of program expectations which the host institution will acknowledge and agree to comply.

Year Initially Added	Service	Improvement Entry	Policy Status	Realized or Projected Outcome of Effort
AY 2022 - 2023	OSD	<p>Implement a new DD Form 3203, “JROTC Student Code of Conduct and Parent/Guardian Consent Form”: - DD Form 3203 has been developed and published.</p> <p>- DD Form 3203 will be read and signed by all parties at the beginning of each school year emphasizing and confirming the voluntary nature of the program and maintained in school files as an inspectable item by the Secretaries of the Military Departments.</p>	COMPLETED	<p>- Acknowledgement ensures students and their parent, guardian, or responsible adult have the information necessary to report allegations of abuse or misconduct, including service-specific contact information, school district Title IX coordinators, and other resources.</p> <p>- Increased awareness by all parties (instructors, students, and parents/guardians) of program expectations and the code of conduct for participation in the JROTC program.</p> <p>- Translated DD Form into Spanish to ensure equal access and understanding for Spanish speaking students, parents, and guardians</p>
AY 2022 - 2023	USN	JROTC Instructor Adult Sexual Misconduct Policy	COMPLETED	The policy details the Department of the Navy’s process to ensure that JROTC instructors understand their responsibilities regarding Title IX, to include appropriate interactions with students, reporting requirements, and consequences for failing to follow policy.
AY 2022 - 2023	USN	Establishment of a dedicated email address for reporting instructor misconduct	COMPLETED	The established email address allows cadets, parents, guardians, school personnel, JROTC instructors, and other to report any sexual misconduct, abuse, or other misconduct within the JROTC program.
AY 2022 - 2023	USN	Updated curriculum to include a Title IX module	COMPLETED	The Title IX module provides JROTC students with information regarding their Title IX rights, and available resources for reporting JROTC instructor misconduct as it relates to Title IX.

Year Initially Added	Service	Improvement Entry	Policy Status	Realized or Projected Outcome of Effort
AY 2022 - 2023	OSD	Update DoD Instruction 1205.13, “Junior Reserve Officers’ Training Corps Program”: Updating policies and procedures to address Title IX Compliance, to include prescribing many of the other efforts listed on this report.	COMPLETED	- Establish DoD internal policy to prescribe and promote the changes listed in this table of efforts.
AY 2022 - 2023	USN	JROTC Instructor Adult Sexual Misconduct Policy	PROJECTED	The policy details the Department of the Navy’s process to ensure that JROTC instructors understand their responsibilities regarding Title IX, to include appropriate interactions with students, reporting requirements, and consequences for failing to follow policy.
AY 2022 - 2023	USA	Army Program Guide for Administrators	COMPLETED	Developed desk reference for school administrators that outlines partnership between schools and the Army. Includes topics and information such as program mission, reporting, and how to contact Army JROTC leadership.

CONCLUSION

Any incidence of sexual discrimination, harassment, or misconduct by JROTC instructors is unacceptable. The Department has implemented enhanced policies to facilitate increased oversight of JROTC programs and foster communication with the schools and school districts that host the programs. As further annual iterations of this report are developed, the Department will be able to evaluate the effectiveness of these enhanced policies and make necessary adjustments to reduce and address allegations of sexual discrimination, harassment, and misconduct.

Attachment

5

JUNIOR RESERVE OFFICERS' TRAINING CORPS INSTRUCTOR PROHIBITED ACTIVITIES ACKNOWLEDGEMENT

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 102, Junior Reserve Officers' Training Corps; DoD Instruction 1205.13, Junior Reserve Officers' Training Corps Program.

PRINCIPAL PURPOSE(S): To document your understanding of the prohibitions identified in Section 7 of this form.

ROUTINE USE(S): Disclosure of records are generally permitted under 5 U.S.C. 522a(b) of the Privacy Act of 1974, as amended. To a Federal, state, or local agency maintaining civil, criminal, or other relevant enforcement information or other pertinent information, such as current licenses, if necessary to obtain information relevant to a DoD Component decision concerning the hiring or retention of an employee, the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other benefit. Additional routine uses are listed in the applicable System of Records Notices: Army, A0145-2 TRADOC: <https://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/569985/a0145-2-tradoc/> Navy, N01533-1: <https://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-Component-Article-View/Article/570325/n01533-1/> Air Force, F036 AETC B: <https://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-Component-Article-View/Article/569771/f036-aetc-b/>

DISCLOSURE: Voluntary. However, if you fail to provide the requested information or complete this form, you may not be assigned to a JROTC instructor or trainer position.

PURPOSE

This form supplements DoDI 1205.13 and will be read and signed prior to performing JROTC Instructor Duties. The purpose of this form is establish expected behavior for JROTC instructors and to confirm each Instructor understands and agrees to the statements included in this form. New Instructors shall complete this form prior to the first day of employment, and this form will be certified annually within 30 days of the first day of school each subsequent year. As a minimum, the signed original will be retained in the instructors training/performance record while assigned to JROTC duty. Validation of this form will occur concurrently with the Host Service Annual In-Person inspection of the program.

1. INSTRUCTOR NAME <i>(Last, First, Middle Initial)</i>	2. POSITION	3. JROTC UNIT/SCHOOL
4. UNIT/SCHOOL ADDRESS <i>(City, State, Zip Code)</i>	5. DATE SIGNED <i>(YYYYMMDD)</i>	6. SIGNATURE

7. PROHIBITED ACTIVITIES: I acknowledge and understand that as a JROTC instructor (or trainer), I will not:

(Initial)

- _____ (a) Develop, attempt to develop, or conduct a personal, intimate, or sexual relationship with a cadet or student. This includes, but is not limited to, dating, handholding, kissing, embracing, caressing, and engaging in sexual activities. Prohibited personal, intimate, or sexual relationships include those relationships conducted in person or via cards, letters, e-mails, telephone calls, instant messaging, video, photographs, social networking, or any other means of communication.
- _____ (b) Use grade or position, threats, pressure, or promise of return of favors or favorable treatment in an attempt to gain sexual favors from a cadet or student.
- _____ (c) Make sexual advances toward, or seek or accept sexual advances or favors from, a cadet or student.
- _____ (d) Allow entry of any cadets, or students, into my dwelling and must adhere to all existing and related school policies, when applicable.
- _____ (e) Establish a common household with a cadet, or student, that is, share the same living area in an apartment (does not include facilities open to all members of a homeowners' association or all tenants in an apartment complex), house, or other dwelling. Instructors must adhere to all existing and related school policies, when applicable.
- _____ (f) Allow entry of any cadets or students into their privately owned or rental vehicles. Exceptions are permitted for official business when the safety or welfare of a cadet or student is at risk. Exceptions are also permitted for official school functions, with associated guardian permission and/or documentation required by school policy, when it involves more than one cadet or student. Transportation of a single cadet or student is not authorized in this exception.
- _____ (g) Provide alcohol or drugs to, or consume or use alcohol or drugs with, a cadet or student on a personal social basis, and must adhere to all existing and related school policies, when applicable.
- _____ (h) Attend social gatherings, clubs, bars, theaters, or similar establishments on a personal social basis with a cadet or student.
- _____ (i) Gamble with a cadet or student.
- _____ (j) Lend money to, borrow money from, or otherwise become indebted to a cadet or student.
- _____ (k) Solicit donations from a cadet or student.
- _____ (l) Hire or otherwise employ cadets (e.g., baby-sitting, maintenance jobs). Instructors must adhere to all existing and related school policies, when applicable.
- _____ (m) Accept personal goods, in an unofficial or personal capacity, from a cadet or student for storage or any other reason.

- (n) Participate in closed-door discussions with cadets or students. Instructors will keep doors open when meeting with cadets except when:
1. There is another person at least 18 years of age or older present;
 2. Based on the proximity of others, there is a need to protect personal identifiable information, sensitive information, or confidential information (these closed-door sessions will be short in duration); or
 3. The design of the office is such that the door opens to a public area where the office is left unprotected from the elements or allows unwanted public interaction. In these cases, the door will be left unlocked and clearly marked that it is open for business and that visitors are welcome.

The above list is not all inclusive and the Military Services may add to it. Prohibited activities between JROTC instructors/trainers and cadets listed in paragraph 7 apply from the first contact between an instructor and cadet through 6 months after the cadet or student is no longer affiliated with the JROTC program.

8. EXCEPTIONS: Exceptions may be granted to accommodate relationships that existed prior to the Instructor's or cadet's JROTC affiliation. These relationships include, but are not limited to, family members. Only high-level school officials/authority, as designated by the host institution in consultation with the host Service, has the authorities to approve these exceptions. Instructors must request the exception in writing to the appropriate school official.

9. VIOLATIONS (*Initial*)

Violations of any part of section 7.a through 7.n not granted an exception in section 8 may result in disciplinary action, which could range from decertification to legal actions by the host school and/or local, state, or federal law enforcement.

10. APPROVED BY DESIGNATED JROTC PROGRAM OFFICIAL

a. NAME (<i>Last, First, Middle Initial</i>)	b. TITLE
c. SIGNATURE	d. DATE SIGNED (<i>YYYYMMDD</i>)

11. ANNUAL RECERTIFICATION

Require a new form annually. By signing below, I certify I have reviewed this form and acknowledge that I have read and understand this policy.

NAME (<i>Last, First, Middle Initial</i>)	SIGNATURE	DATE SIGNED (<i>YYYYMMDD</i>)

INSTRUCTIONS FOR COMPLETING DD FORM 3200

1. INSTRUCTOR NAME. Enter the appropriate information of the new or current Instructor.
2. POSITION. Enter the appropriate title you hold within the JROTC Program. (Ex.: Senior Instructor, Assistant Instructor).
3. JROTC UNIT/SCHOOL. Enter the host institution's name and the JROTC Unit (Name/Number).
4. UNIT/SCHOOL ADDRESS. Enter the address of the host institution where the JROTC unit will take place.
5. DATE SIGNED. As stated.
6. SIGNATURE. Enter signature of the instructor completing this form.
7. PROHIBITED ACTIVITIES.
 - INITIAL COMPLETION OF FORM: Read each prohibited activity statement and initial next to each statement to certify that you understand and agree to abstain from these activities.
 - ANNUAL RECERTIFICATION: When recertifying this form annually, re-read the prohibited activity statements. By signing Section 11 of this form, you re-certify that you understand and agree with all statements included on this form.
8. EXCEPTIONS. Guidance is provided on requesting exceptions to the prohibited activities statements listed in Section 7. Follow the guidance outlined here to submit the request with the host institution.
9. VIOLATIONS. Read the statement on violations and initial next to the statement to certify you understand and agree with this statement. When recertifying annually, re-read this statement. By signing Section 11 of this form, you re-certify that you understand and agree with this statement.
10. APPROVED BY DESIGNATED JROTC PROGRAM OFFICIAL. Enter the appropriate information and signature of the JROTC Program Official at the host institution. The Program Official's signature certifies that the DD Form 3200 is correct and complete and recommends approval.
11. ANNUAL RECERTIFICATION. The instructor will re-read the statements included on this form annually and renew the certification of understanding and agreement with each statement by entering the appropriate information and signature in this section. The recertification should occur within 30 days of the first day of school each year.