



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
JOINT BASE GARRISON  
BOX 339500, MAIL STOP 1AA  
JOINT BASE LEWIS-MCCHORD, WA 98433-9500

MEMORANDUM OF AGREEMENT  
BETWEEN  
UNITED STATES ARMY GARRISON JOINT BASE LEWIS-MCCHORD (JBLM)  
AND  
BETHEL SCHOOL DISTRICT SPECIAL SERVICES

SUBJECT: Services and Support Regarding Special Education for Military Families

1. References.

a. Army Regulation 608-1, Army Community Service Center, 19 September 2007 (Rapid Action Revision (RAR) Issue Date: 21 December 2010).

b. Army Regulation 608-75, Exceptional Family Member Program, 22 November 2006 (Rapid Action Revision (RAR) Issue Date: 24 February 2011).

2. Purpose. To establish a Memorandum of Agreement between JBLM ACS EFMP and Bethel School District Special Services. This agreement outlines services and support regarding special education for military affiliated families.

3. Problem. Military families reside both on and off JBLM and receive special education services from various school districts surrounding the installation. Bethel School District serves military families residing within that district's boundaries, including students with disabilities. The school district provides quality special education services that families find beneficial in meeting their children's educational needs.

4. Scope. JBLM ACS EFMP provides support and information regarding special education and community services to families including monthly newsletters, flyers, emails, newspaper articles, and monthly support group meetings. Bethel School District Special Services provides special education services for qualified special education students residing within the district. A full continuum of special education and related services are available for children ages three to twenty-one.

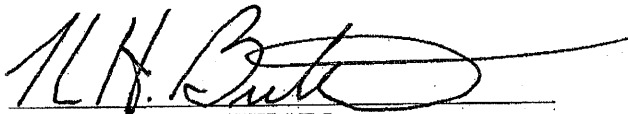
5. Understandings, responsibilities, agreements, support and resource needs.

a. JBLM ACS EFMP will: Provide a copy of the monthly EFMP Newsletter and flyers for upcoming events and workshops that may benefit families within the District's special education programs. Speak with District special education department staff regarding services, enrollment requirements, and resources available through EFMP.

SUBJECT: Services and Support Regarding Special Education for Military Families

b. Bethel School District Special Services will: Provide information about workshops, conferences, in-service opportunities that are open to district families, articles or flyers or activities or successes within the school district for publication within the ACS EFMP newsletter, dissemination of flyers or other school district approved information to families who may benefit. Participate in meetings or workshops that may benefit families including any annual resource fairs.

6. Effective date. This Memorandum of Agreement becomes effective upon the date of the last signature thereto and will remain in effect until amended, revised, superseded, or terminated by mutual consent.



THOMAS H. BRITTAIN  
Colonel, IN  
Commanding

MAR - 1 2012

(Date)



LORI HAUGEN  
Special Services Director  
Bethel School District

4/12/12

(Date)

**APPLICATION AND CONTRACT**  
**FOR ESTABLISHMENT OF A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT**

Form Approved  
 OMB Number 3126  
 Expires 08/31/2002

For use of this form, see AR 145-2; the proponent agency is DCSPER

The public reporting burden for this collection of information is estimated to average one hour 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, Directorate for 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 ROTC Region.

SUBJECT: Contract for Establishment of a Junior Reserve Officers' Training Corps Unit

THRU: (1) Commander, United States Army Fourth ROTC Region, Ft. Lewis, WA 98433  
 (2) Commander, U.S. Army Cadet Command (ATCC-HS), Ft. Monroe, VA 23651-5000

TO: HQDA (DAPE-MPO-D), Washington, DC 20310-0300

**APPLICATION**

By direction of the governing official of Bethel School District  
*(Name of School System)*

Spanaway, Washington, an application is hereby submitted for  
*(Location)*

the establishment of a unit of the Junior Army Reserve Officers' Training Corps under the provisions of section 2031, Title 10, United States

Code at Comprehensive High School #3 Graham-Kapowsin  
*(Name of School and Address)*

**CONTRACT**

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

- a. To establish a Junior unit of the Army Reserve Officers' Training Corps (JROTC) at the school named above.
- b. To assign such military personnel as the Army may deem necessary for the proper administration and conduct of the Junior ROTC program at this school and to pay the statutory compensation of such personnel from Department of the Army appropriations.
- c. To provide for use in the Junior ROTC program such available Government property as may be authorized by law and applicable tables of allowances;

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

- a. To provide a course of military instruction prescribed by the Secretary of the Army, which will be  required, or  elective.
- b. To conduct the following type of JROTC training:  
 (1) Academic track;  (2) Technical track; and  (3) To establish the unit as a  single unit, or  a part of a multiple unit system.
- c. To make available for use by the JROTC unit necessary and adequate classrooms, administrative offices, office equipment, storage space, drill field, and other required facilities in a fair and equitable manner in comparison with other departments of the institution *(or other elements of the institution if the institution does not have departments)*, and to pay the costs of utilities and maintenance thereof. To make available in the JROTC administrative office a telecommunications line suitable for Internet connectivity and data transfer and to pay the cost of installation and maintenance thereof.
- d. To employ qualified instructors authorized and approved by the Army to administer the military courses, *(a minimum of one offer and one noncommissioned officer per unit)*. Contract periods will be negotiated to permit year round management of the program and control of Government property. School authorities agree to pay retired Army JROTC instructors in accordance with applicable federal law and regulations. Schools are encouraged to reimburse the JROTC instructors on a comparable scale as other teachers employed at the school. Ensure that instructors are under

contract and therefore provided liability insurance (and proof thereof) through the school or school sponsored activities or duties (including extra curricular activities, i.e., summer camp, adventure training, drill competition, marksmanship competitions, etc).

- e. To request from CG, U.S. Army Cadet Command permission to hire, by name and position, the individuals to be employed as the Senior Army instructor and Army instructor.
- f. To appoint a military property specialist (MPS) who is not on active duty with the Army and who will be empowered to requisition, stock, and account for Government property issued to the school and otherwise to transact matters pertaining thereto, for and in behalf of the school. If this duty is assigned to a retired Army individual who is also employed as a Junior ROTC instructor, that person will be provided a minimum of one class period daily to complete MPS requirements.
- g. To notify the CG, U.S. Army Cadet Command of the name and position of the individual designated as military property custodian.
- h. To conform to the regulations of the Secretary of the Army relating to issue, care, use, safekeeping, turn-in, and accounting for such Government property as may be issued to the school.
- i. To comply with the provisions of law, and the regulations of the Secretary of the Army, pertaining to the furnishing of a bond and/or insurance to cover the value of all Government property issued to the school, except expended articles, and supplies properly expended in operations, maintenance, and instruction.
- j. To maintain an enrollment in the institution of not less than 100 physically fit students *(or 10% of the student population, whichever is less)* who are in a grade above the 8th grade.
- k. To adhere to a policy of nondiscrimination on the basis of race, sex, color, or national origin with respect to admission or subsequent treatment of students and instructors.
- l. To require instructors to wear Army uniforms to accomplish Junior ROTC duties. Any additional duties given to instructors for accomplishment while in uniform will be appropriate and in no way demean the individual, the uniform, or the U.S. Army.
- m. To encourage and support the professional development of JROTC instructors and permit attendance at orientation/refresher training workshops/conferences.



n. To assist the Army in ensuring quality instruction by providing written annual performance appraisals to CG, U.S. Army Cadet Command using appraisal forms provided by the Army.

o. To conform to the regulations of the Secretary of the Army relating to the conduct of the Junior Reserve Officers' Training Corps.

3. It is mutually understood and agreed as follows:

a. That this contract shall become effective when the authorities of this school have been notified officially that the Army has approved the establishment of a Junior ROTC unit on the date specified.

b. That the Army shall have the right at any time to withdraw approval and authorization of any personnel employed by the school pursuant to paragraph 2d above. Such withdrawal of authorization of any personnel employed by the school pursuant to paragraph 2d above will require the disassociation of the individual from the JROTC program.

c. That this contract may be terminated in the following manner:

(1) At any time, by mutual consent and agreement of both parties.

(2) Upon the giving of one year's notice of such intent to terminate by either party.


(3) If the JROTC unit is placed on probation pursuant to regulations prescribed by the Army.

(a) Except for enrollment, this contract will terminate at the end of one year from the date the unit was placed on probation, unless the reason for such probationary status has been removed to satisfaction of the Army prior to such expiration.


(b) For enrollment, if the JROTC unit is in at least its third year of operation and does not satisfy the enrollment requirements in 2j above, the unit will be immediately placed on probation. If enrollment requirements are not met within 30 days of the beginning of the next school year, the contract will be terminated at the end of that school year.

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

FOR THE SCHOOL

TYPE NAME AND TITLE Thomas G. Seigel Superintendent	SIGNATURE 	DATE 1/An602
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FOR THE SECRETARY OF THE ARMY

TYPE NAME AND TITLE	SIGNATURE	DATE
		

THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT

AGREEMENT REGARDING FACILITIES TO BE PROVIDED FOR THE USE OF THE ARMY RESERVE OFFICERS' TRAINING CORPS PROGRAM, WITHOUT EXPENSE TO THE DEPARTMENT OF THE ARMY

The authorities of the above-named institution agree that the facilities specified below shall be furnished for the use of the Army ROTC program, without expense to the Department of the Army (phrases such as "as needed", "as required", etc., will not be used in describing the following):

1. OFFICES				2. STORAGE ROOMS	
NO. OF ROOMS	SIZE	BUILDING IN WHICH LOCATED	EXCLUSIVE OR JOINT USE	NO. OF ROOMS	EXCLUSIVE OR JOINT USE
1	100 sq.ft.	main	exclusive	1	exclusive

NOTE: Storage rooms, particularly for clothing and small articles of equipment, must be adequately lighted and ventilated and be provided with shelving, cabinets, and locked arms racks. Windows must be securely barred and doors reinforced and fitted with cylinder locks.

3. CLASSROOMS		
NO. OF ROOMS AND BUILDING	SEATING CAPACITY	EXCLUSIVE OR JOINT USE
1 main building	30	exclusive

NOTE: Classrooms must be adequately lighted and ventilated and provided with standard equipment. If joint use is specified, rooms must be available for Army ROTC classes when scheduled.



4. ASSEMBLY HALL

SEATING CAPACITY 400	PROJECTION EQUIPMENT IF PROVIDED FOR Yes	WILL BE AVAILABLE FOR ARMY ROTC CLASSES AS FOLLOWS When scheduled
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5. GYMNASIUM

SIZE OF GYM OR OTHER INDOOR DRILL AREA 12,000	WILL BE AVAILABLE FOR ARMY ROTC CLASSES AS FOLLOWS When scheduled
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6. OUTDOOR DRILL AREA

SIZE 8 acres	WILL BE AVAILABLE FOR ARMY ROTC AS FOLLOWS When scheduled
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7. TARGET RANGE

INDOOR       OUTDOOR

NO. OF FIRING POINTS *see below	WILL BE UNDER JURISDICTION OF Ft. Lewis
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8. REMARKS

\*We share a boundary with Ft. Lewis. Ft. Lewis has many firing ranges.

AN ORIGINAL AND FIVE COPIES OF THIS FORM WILL BE MADE. ONE COPY WILL BE KEPT BY THE INSTITUTION AND THE ORIGINAL AND FOUR COPIES WILL BE FORWARDED AS FOLLOWS:

1. To Commander, U.S. Army First ROTC Region, Ft. Bragg, NC 28307, from those in -

Connecticut	Maryland	North Carolina	South Carolina
Delaware	Massachusetts	Panama	Vermont
District of Columbia	New Hampshire	Pennsylvania	
Georgia	New Jersey	Puerto Rico	
Maine	New York	Rhode Island	

2. To Commander, U.S. Army Second ROTC Region, Ft. Knox, KY 40121, from those in -

Alabama	Kentucky	Missouri	West Virginia
Florida	Louisiana	Ohio	Wisconsin
Illinois	Michigan	Tennessee	
Indiana	Mississippi	Virginia	

3. To Commander, U.S. Army Fourth ROTC Region, Ft. Lewis, WA 98433, from those in -

Alaska	Guam	Montana	Oregon
American Samoa	Hawaii	Nebraska	South Dakota
Arizona	Idaho	Nevada	Texas
Arkansas	Iowa	New Mexico	Utah
California	Kansas	North Dakota	Washington
Colorado	Minnesota	Oklahoma	Wyoming





DATA PERTAINING TO SCHOOL

1. NAME OF SCHOOL

Comprehensive High School #3

2. COMPLETE MAILING ADDRESS (include ZIP code)

516 176th St E  
Spanaway, WA 983878399

3. TYPE OF SCHOOL (Check appropriate box)

- MUNICIPAL       STATE  
 DENOMINATIONAL (Specify)

4. LIST ACCREDITING AGENCY

a. REGIONAL

b. STATE

Office of Superintendent of Public Instruction

c. OTHER

5. TOTAL ENROLLMENT

1,250

6. ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL  
IN THE JUNIOR ROTC PROGRAM

125

7. LIST TECHNICAL COURSES OFFERED AT THE SCHOOL

This application is for a comprehensive high school yet to be built. We will offer a full array of high school courses. It is our goal to open this new high school with an Army ROTC program on site and ready to go.

8. WILL STUDENTS BE GIVEN A MEDICAL EXAMINATION

- YES       NO

9. BAND

- WILL       WILL NOT BE AVAILABLE FOR JUNIOR ROTC CEREMONIES. THE BAND WILL BE A  
 SCHOOL BAND       JUNIOR ROTC BAND

