

**APPROVE ENTERING INTO AN APPLICATION AND CONTRACT
FOR ESTABLISHMENT OF AN ARMY JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT
AND EMPLOYMENT CONTRACTS WITH JROTC INSTRUCTORS
(SULLIVAN HIGH SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with the Department of the Army, Headquarters, United States Army Junior Reserve Officers' Training Corps ("Army JROTC") for the establishment of an Army JROTC Program ("Program") at Roger C. Sullivan High School ("School"). The agreement shall incorporate: (a) Title 10, USC, Section 2031, Department of Defense Instruction 1205.13; (b) Army Regulation (AR) 145-2; (c) U.S. Army Cadet Command Regulation (CCR) 145-2; (d) Army Junior Reserve Officers' Training Corps Standing Operating Procedures; and (e) all other regulations of the Department of the Army and Headquarters US Army Cadet Command (USACC) relating to the conduct of the Program. A written agreement (DA Form 3126) for the Program is available for signature by an authorized representative of the Board. This Board Report is also to approve entering into employment contracts with JROTC instructors as required by Paragraph 2(d) of the DA Form 3126 agreement. Information pertinent to these agreements is stated below.

PROVIDER:

Department of the Army
Headquarters, Junior Reserve Officers' Training Corps
United States Army Cadet Command
Fort Monroe, VA 23651-5000
Attention: Mr. Leon McMullen/Mr. William Svoboda
Phone: 757-788-4585

USER:

Principal
Roger C. Sullivan High School
6631 North Bosworth Avenue
Chicago, Illinois 60626
Attention: Dr. Joseph P. Atria
POC: LTC(R) Kim R. Harrell
Phone: 773-553-6099

BACKGROUND: A National Defense Cadet Corps program was established at Roger C. Sullivan High School in 2008 (authorized by Board Report 08-0602-ED4) and was granted JROTC program status as of June 30, 2010.

TERM: The term of the Army JROTC agreement shall commence upon receipt of notification from the Army ROTC that the Army has approved the establishment of a Junior ROTC unit on the date specified and shall remain in effect until terminated as set forth in the agreement.

EARLY TERMINATION: Either party may terminate the Army JROTC agreement by giving one year's notice of such intent to terminate.

PROGRAM DESCRIPTION: The Army JROTC Program is a 4-year academic program curriculum that promotes and teaches good citizenship. It is taught in Leadership Education Training (LET) levels where LET I is for students who have never had a JROTC course, LET II is for students who have completed the LET I level, LET III is for students who have completed both LET I and LET II levels, and LET IV is for students who have completed all previous LET Levels I - IV.

The Army JROTC Program seeks to fulfill the following objectives;

1. Give students an appreciation of the origin, advantages and responsibilities of citizenship in our country.
2. Develop in students an understanding of good leadership skills and the advantages of strong moral character.

3. Promote in the students an understanding for the need and application of our national security.
4. Develop in students a sense of pride and personal discipline.
5. Teach students to understand and respect the need for constitutional authority as the foundation of a democratic society.

RESPONSIBILITIES OF THE PARTIES:

1. The Army JROTC will:
 - a. Provide for use of available Government property as authorized by law and tables of allowances.
 - b. Assign such military personnel as the Army may deem necessary for administration of the Program and pay the statutory compensation of such personnel.
 - c. Establish a Junior unit of the Army Reserve Officers' Training Corps at the School.

2. The Board or Roger C. Sullivan High School will:
 - a. Make available for use by the JROTC unit necessary and adequate classrooms, administrative offices, office equipment, storage space, drill field, and other required facilities and to pay the costs of utilities and maintenance thereof. To make available in the JROTC administrative office a telecommunications line suitable for voice transfer, Internet connectivity and data transfer, and to pay the costs of installation and maintenance thereof to include phone calls (local and official long distance).
 - b. Employ certified instructors authorized and approved by the Army to administer the Army approved courses, (a minimum of one officer and one noncommissioned officer per unit).
 - c. Enter into contracts with the instructors for periods to permit year round management of the Program and control of government property. Instructor contracts may be extended up to 21 days to allow instructors to attend JCLC camp. These extensions will be approved on a case-by-case basis. School authorities agree to pay retired Army JROTC instructors in accordance with applicable federal law and regulations as further described below.
 - d. 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.
 - e. Encourage and support the professional development of JROTC instructors and permit attendance at orientation/refresher training workshops/conferences.
 - f. 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.

EMPLOYMENT CONTRACTS/COMPENSATION REQUIREMENTS FOR JROTC INSTRUCTORS:

1. Required Number of Instructors/Length of Employment: The Board will be required to employ certified instructors as required by DA Form 3126. The ratio of instructors to cadets is detailed below. All instructors must be approved by the Army to administer the military courses, (*a minimum of one officer and one noncommissioned officer per unit*). Contract periods will be negotiated to permit year round management of the program and control of Government property. Schools are encouraged to reimburse the JROTC Instructors on a comparable scale as other teachers employed at the school. Schools will ensure that instructors are provided liability insurance to the same extent and in a like manner as such insurance is provided to other teachers and coaches through the school for school sponsored activities or duties (including extra-curricular activities, i.e., annual encampments, adventure training, drill competitions, marksmanship competitions, etc.). Schools will provide Junior ROTC Cadets insurance to the same extent and in like manners provided other students (including extra-curricular activities).

a. Cadet/Instructor Ratios:

	Cadet Strength	Retired Officers	Retired NCO
1)	100-150	1	1
2)	151-250	1	2
3)	251-350	1	3
4)	351-450	1	4

*Additional retired officers and NCOs may be authorized in Cadet Ratio of 500:1 for officers and 100:1 for NCOs.

2. **Instructor Salaries and Term of Contract:** The Board will pay retired Army JROTC instructors in accordance with applicable federal law and regulations. JROTC instructors will start their employment at Minimum Instructor Pay (MIP). MIP is the difference between official retired pay, reported by DFAS, and the active duty pay and allowances (excluding hazardous duty and special pays) that a JROTC instructor would receive if ordered to active duty. Active duty pay and allowances are based on the DFAS current year Military Pay Tables. The instructor salary will be adjusted from time to time as set forth in the contract. The term of the instructor contracts will be for a minimum contract period of 42.6 weeks and up to 52 weeks as negotiated by the JROTC instructor and school officials.

OUTCOMES: The Program will provide students with the opportunity to develop leadership skills, responsibility, self-confidence, self-esteem, physical fitness, citizenship, and a spirit of patriotism.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the Chief Area Officer of Area 26 to execute the agreement with the Army for establishment of the Program. Authorize the Chief Human Capital Officer to execute all employment contracts required by the DA Form 3126 Agreement for the Sullivan High School JROTC Program, subject to approval by the General Counsel. , without additional Board approval.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is not applicable to MBE/WBE review.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Credit Army JROTC payments to the General Fund.

Charge to Roger Sullivan High School: \$155,757.00 Fiscal Year: 2010 - 2011
Budget Classification: 46301-115-51100-113119-000018
Source of Funds: General Funds

GENERAL CONDITIONS:

Inspector General –, In accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

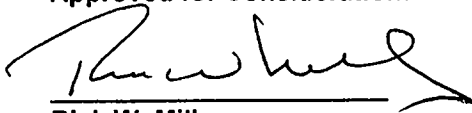
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board’s Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, applies to this agreement.

Ethics – The Board’s Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, applies to this agreement.


Contingent Liability –Any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



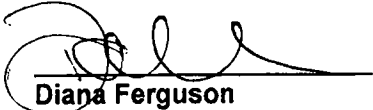
Rick W. Mills
Chief Area Officer, Area 26

Approved:



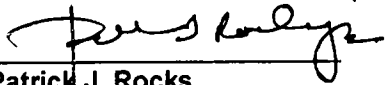
Terry Mazany
Chief Executive Officer

Within Appropriation:



Diana Ferguson
Chief Financial Officer

Approved as to legal form:



Patrick J. Rocks
General Counsel