

ARMY SENIOR RESERVE OFFICERS' TRAINING CORPS (ROTC) NONSCHOLARSHIP CADET CONTRACT

For use of this form see AR 145-1; the proponent agency is DCS G-1

DATA REQUIRED BY THE PRIVACY ACT OF 1974

AUTHORITY: Title 10, USC, Sections 2101 through 2111, and 3013. Title 5, USC, Section 301.

PRINCIPAL PURPOSE: To specify the contractual agreements and obligations and to document contracting in the Army Senior Reserve Officers' Training Corps Nonscholarship Program.

ROUTINE USES: This form will be maintained in the cadet's Military Personnel Records Jacket and becomes a permanent part of the official personnel records as confirmation of enrollment, contracting, obligation and agreements.

DISCLOSURE: Disclosure of the information requested in this contract is voluntary. However, applicable portions must be completed if the applicant desires to be contracted in the Army ROTC Nonscholarship Program.

PREAMBLE

This contract represents an agreement entered into between the United States Army and the Reserve Officers' Training Corps (ROTC) nonscholarship cadet named herein, with the consent of the parent or guardian if the cadet is under the age of 18, to effect said cadet's participation in the Army Reserve Officers' Training Corps Program. It is hereby agreed by both parties, the United States Army and the Cadet, that the sole purpose of the ROTC nonscholarship program is to produce officers for the United States Army. Entry into this program is a serious commitment. This commitment must be made with the resolve to attain a commission. If there are any doubts about the prospective cadet's ability or determination to fulfill the terms of this contract, then this contract should not be executed. In consideration of the mutual benefits, which will accrue to the parties hereto by reason of the cadet's participation in the Army ROTC and later service in the United States Army, the parties agree to the terms below.

CONTRACT

A. STUDENT'S NAME (<i>Last, First, MI</i>)	D. NAME OF EDUCATIONAL INSTITUTION
B. SSN	E. ADDRESS OF EDUCATIONAL INSTITUTION
C. DATE OF BIRTH(YYYYMMDD)	
F. DATE EDUCATION COMMENCES(YYYYMMDD)	G. COMPLETION DATE (YYYYMMDD)
I. ACADEMIC MAJOR IN WHICH DEGREE IS TO BE ATTAINED	H. ADDRESS OF RECORD (<i>Include ZIP Code</i>)

PART I - AGREEMENT OF THE DEPARTMENT OF THE ARMY

1. **DEPARTMENT OF THE ARMY AGREEMENT** . In consideration of the agreement in Part II below, the Department of the Army agrees to--

a. **PAY MONTHLY SUBSISTENCE** . Pay a subsistence allowance for participation in the nonscholarship program for 10 months of any academic year (*or the actual duration of the academic year, whichever is shorter*) at the rate of \$ _____ for MS II cadets; \$ _____ for MS III cadets; \$ _____ for MS IV cadets; and \$ _____ for MS V cadets, for no more than a total of 30 months. These rates are generally prescribed by law and implemented by the Secretary of Defense and may change during the period of this contract.

b. **PAY FOR ATTENDANCE AT LEADER DEVELOPMENT AND ASSESSMENT COURSE (LDAC)**. Provide a daily rate of pay, which is prescribed by law for cadets of the United States Military Academy and implemented by the Department of Defense Military Pay and Allowance Entitlements Manual (*DODPM*) , for the period that the cadet attends LDAC.

c. **PROVIDE TRAINING**. Provide the cadet with U.S. Army-sponsored and -funded Reserve Officer Training.

d. **DELAY ACTIVE DUTY FOR GRADUATE/PROFESSIONAL STUDY**. The obligated period of active duty this contract requires may be delayed upon commissioning, if the cadet's application for resident graduate or professional study is approved, until the completion of the authorized delay.

e. **COMMISSION AS AN OFFICER**. Upon satisfactory completion of the academic, military, and all other requirements of the Army ROTC Program, a cadet may be appointed as a reserve officer in the Army in the grade of second lieutenant.

PART II - AGREEMENT OF NONSCHOLARSHIP CADET CONTRACTING IN THE SENIOR ROTC PROGRAM

2. **GENERAL CADET AGREEMENT.** As the ROTC nonscholarship cadet named above, I agree to do the following:

a. **ENLISTMENT AGREEMENT.** As a condition for membership in the Army ROTC Program, I agree to enlist in the Reserve Component of the United States Army (*with assignment to the USAR Control Group (ROTC)*) for a period prescribed by the Secretary of the Army.

b. **ENROLLMENT AGREEMENT.** I agree to enroll in the necessary courses and successfully complete, within the prescribed time, the requirements for the degree in the academic major stated above. I agree to remain enrolled in and successfully complete the ROTC program, including LDAC and all training as prescribed by the Secretary of the Army or his/her designee, as a prerequisite for commissioning.

c. **FULL-TIME STUDENT AGREEMENT.** I agree to remain a full-time student in good standing at the educational institution named above until I receive my degree. A full-time student is defined as one enrolled in sufficient academic courses to obtain junior and senior academic status at the end of each appropriate one-academic-year increment for the duration of my college program. This includes the required Army ROTC classes, which may be part of or in addition to those courses required for my degree. If I desire to transfer to another institution or take a leave of absence from the continuous performance of this contract, I agree to obtain prior written approval from the Professor of Military Science (*PMS*)

d. **ACADEMIC GRADE POINT AVERAGE AGREEMENT** I agree to maintain, at a minimum, a cumulative academic grade point average of 2.0 on a 4.0 or equivalent scale. This grade point average must also be maintained for each semester or quarter. If I am required by my academic major or by the school I am attending to maintain a higher cumulative and semester or quarter grade point average, I agree to maintain that higher standard until the completion of the academic requirements for my degree. I understand and agree that failure to maintain the minimum academic grade point average may subject me to disenrollment from the ROTC program.

e. **ROTC COURSES GRADE POINT AVERAGE AGREEMENT.** I agree to maintain at least a 2.0 on a 4.0 or equivalent scale, cumulative and semester or quarter academic grade point average in all ROTC courses. I understand and agree that failure to maintain the minimum ROTC courses grade point average may subject me to disenrollment from the ROTC program.

f. **MEDICAL AND PHYSICAL FITNESS STANDARDS**

(1) I agree to maintain eligibility for enrollment and retention in ROTC and commissioning, as defined by statute, Army regulation, and this contract, throughout the period of this contract. I agree to meet and maintain the Army Physical Fitness Test (*APFT*) standard and the screening weight or body fat percentage required by the Army Weight Control Program as required of active duty soldiers each year and prior to attendance at ROTC LDAC. These will be continuous requirements that I must continue to meet until the date that I report to Officer Basic Course (*OBC*) or a Reserve Component unit and thereafter. Commissioning eligibility standards, including the APFT and Army Weight Control Program standards, are subject to change, and I must keep myself informed of such changes through contact with the PMS. I understand and agree that failure to maintain the weight and physical fitness requirements may subject me to disenrollment from the ROTC program.

(2) I agree to undergo precommissioning drug and alcohol screening tests, normally administered during LDAC training, or as may otherwise be prescribed by U.S. Army Cadet Command. If the result of any test is positive, I will be subject to disenrollment from the ROTC program.

(3) I agree to undergo testing for HIV (*Human Immunodeficiency Virus*) antibody during my precommissioning physical examination, normally during LDAC training or as the U.S. Army Cadet Command may otherwise prescribe. If the result of the testing is confirmed positive, I will be disenrolled from the ROTC program.

g. **NURSE CADET AND MEDICAL SPECIALIST CORPS CADET ADDITIONAL AGREEMENT** I agree, if I am a nurse candidate or a medical specialist corps cadet, to complete a baccalaureate program from an accredited and approved educational institution with an academic and clinical curriculum in English; I also agree to complete my ROTC training requirements by my projected commissioning date and accept, if offered, a commission in the USAR. I further understand that if selected for active duty Army Nurse Corps or Army Medical and Specialist Corps, I must first pass the professional degree and licensing exam requirements set forth in relevant Army regulations prior to entry on active duty for my particular specialty. If a nurse cadet, I will take the exam not later than 60 days after graduation. If I fail the exam, I must retake it within 120 days after the first exam. If I fail my nurse licensing examination for the second time, I will be branched based on the needs of the Army.

3. **ADDITIONAL TERMS AND CONDITIONS.** I further understand that--

a. **DISCLOSURE OF DISQUALIFYING CONDITIONS.** By executing this contract, I represent that I meet all eligibility criteria for contracting in the ROTC Program and commissioning, as defined by statute, Army regulation, and this contract. I represent that I have disclosed or will disclose any and all pre-existing medical conditions and non-medical conditions that would make me ineligible for enrollment in the ROTC program as specified in statute, Army regulations (*including but not limited to, AR 145-1*), and this contract. If I am ineligible for contracting in ROTC based on a particular medical or non-medical condition, but such ineligibility may be waived, I must obtain an approved waiver before executing this contract. Failure to have disclosed or to disclose any disqualifying condition, including any conditions I should have known about, will subject me to disenrollment from the ROTC program. I certify that I have been notified of the Department of Defense Homosexual Conduct Policy, and I understand that my sexual orientation does not make me ineligible for contracting with the Army. Therefore, nothing in this paragraph requires a disclosure of my sexual orientation in violation of the Department of Defense Homosexual Conduct Policy as addressed in AR 600-20.

b. **NATURE OF DUTIES AND CONSCIENTIOUS OBJECTOR STATUS.** My acceptance of the terms and conditions of this agreement signifies my readiness to bear arms, to engage in and support combat operations and to operate and support operations of approved weapons systems. If I at any time apply for and receive conscientious objector status, I will be disenrolled from the program. If conscientious objector status is approved, my failure to complete the service obligation within this contract will result in my disenrollment.

c. **CADET OBLIGATION**

(1) **CADETS.** I understand and agree that I will incur an active duty obligation after the first day of MS III year (*junior year*)

(2) **GREEN-TO-GOLD CADETS.** If I was conditionally discharged from the active Army to become a nonscholarship advanced course cadet, I am obligated and may not voluntarily withdraw from the ROTC program from the date of discharge without incurring an active duty obligation as stipulated in paragraph 5 of this contract. The only exception to this requirement is if I am disenrolled from ROTC because of personal hardship. In case of personal hardship, I may request to be returned to active duty in my enlisted status to serve out the time remaining on my original active duty enlistment contract instead of the active duty obligation stipulated in paragraph 5b of this contract if there is at least one year remaining on my original active duty enlistment and I am otherwise eligible for active duty.

4. **CADET AGREEMENTS UPON PROGRAM COMPLETION.** Upon completion of all requirements for appointment, to include medical qualification, all prescribed military science courses, LDAC, and any other training that may be prescribed by the Secretary of the Army or his or her designee, I agree to, as prescribed by the Secretary of the Army, complete the following requirements:

a. **ACCEPTANCE OF APPOINTMENT.** I agree to accept an appointment, if offered, as a commissioned officer in the USAR or ARNG, in accordance with governing Army regulations. I understand that upon appointment, I will incur a military service obligation not to exceed (8) years and cannot resign such appointment before completion; however, this obligation may be eight met in a variety of methods as outlined below. I further understand that active duty service may include worldwide assignment or assignment to a branch that involves combat or exposure to nuclear, chemical, or biological weapons.

(1) **ACTIVE DUTY ASSIGNMENT.** If selected for such duty, I agree to serve on active duty as a commissioned officer in the U.S. Army for the time prescribed by relevant Army regulations based on the needs of the Army, followed by service in the USAR Control Group (*Reinforcement*) or a Troop Program Unit (*TPU*) until the remainder of my eight-year contractual military service obligation has been served.

(2) **RESERVE COMPONENT DUTY ASSIGNMENT.** If I am not selected for extended active duty, I will serve a short period of active duty or active duty for training if appointed in a Reserve Component. I will complete an officer's basic course for branch qualification. This will be followed by service in a Reserve Component Unit (*ARNGUS or USAR*) which has Monthly Unit Training Assemblies and an annual training period of approximately two weeks, until the remainder of my contractual military service obligation has been served.

PART II - AGREEMENT OF NONSCHOLARSHIP CADET CONTRACTING IN THE SENIOR ROTC PROGRAM (Continued)

(3) **UNAVAILABILITY OF TROOP PROGRAM UNIT ASSIGNMENT** If I am fulfilling my obligation through Reserve Component duty and an appropriate troop program unit assignment is not available as defined by applicable Army regulations or becomes unavailable in either the U.S. Army Reserve or the Army National Guard of the United States, I agree to participate as a member of the Individual Mobilization Augmentee (IMA) program by serving at least twelve (12) days, excluding travel time, on annual training each fiscal year as directed by the Human Resources Command - St. Louis (HRC-St Louis). If neither an appropriate unit nor an IMA assignment is available, I agree to participate as a member of the Individual Ready Reserve (IRR) by serving up to twelve (12) days of training each fiscal year until such time as an appropriate unit or IMA assignment becomes available or until the expiration of my contractual military service obligation. I may be required to travel the distance specified in Army regulations to fulfill my contractual military service obligation.

(4) **THE ARMY NATIONAL GUARD COMBAT REFORM INITIATIVE (ANGCRI)**. If I am offered the opportunity to participate in the Army National Guard Combat Reform Initiative (ANGCRI), I understand and agree that in return for participation in the ANGCRI program, I will serve my remaining service obligation in an Army National Guard unit, in lieu of completing my active duty service obligation, including mandatory service requirements as prescribed by Federal statute, Army regulation, and my ROTC contract. Furthermore, if I voluntarily, or because of misconduct, fail to complete my obligated Reserve service in an Army National Guard unit, the Army may require me to return to active duty to complete the remainder of my service obligation.

b. **APPLICATION FOR RESERVE COMPONENT DUTY ASSIGNMENT**. I understand that I may apply for a Reserve Component appointment and request service on active duty or service with a Reserve Component Unit (ARNGUS or USAR) at my discretion. However, my selection for the appointment and service shall be determined according to the needs of the Army at the time that my requested appointment is considered. Further, specific career field choices and branch assignments cannot be guaranteed but will be made according to the needs of the Army.

5. **TERMS OF DISENROLLMENT**. I understand and agree that if I am disenrolled from the ROTC program for breach of contractual terms or any other disenrollment criteria established now or in the future by Army regulations (which include, but are not limited to, AR 145-1) incorporated herein by reference, I am subject to the terms in paragraphs 5a, 5b and 5c below-

a. **I AGREE TO SERVE ON ENLISTED ACTIVE DUTY**. Under the terms of this contract, the Secretary of the Army or his or her designee, may order me to active duty as an enlisted soldier, if I am qualified, for a period of not more than two (2) years if I fail to complete the ROTC program and am disenrolled after the point of obligation. Any unexpired portion of my enlistment obligation remaining after such active duty must be served in the USAR Control Group (Reinforcement)

b. **I AGREE TO TRANSFER TO THE INDIVIDUAL READY RESERVE (IRR), IF APPLICABLE** If I am disenrolled from ROTC and assigned to the ROTC Control Group, and I am not ordered to active duty and am not pending such an order under the terms of this contract, applicable Army regulations, or statute, then-

(1) If I have previously completed basic training (BT) or eight weeks of one station unit training (OSUT) and I do not join a troop program unit, then I will be transferred to the Individual Ready Reserve.

(2) If I have not completed BT or eight weeks of OSUT and I have no previous military service, I will be discharged from the USAR unless I find a Reserve unit vacancy and am accepted to fill that vacancy within 60 days of disenrollment.

c. **I AGREE THAT PENDING DISCHARGE, I MAY NOT ENLIST**. I may not enlist in the active Army, another military service, or in a military service academy while I am a contracted ROTC cadet unless I am properly discharged from the ROTC program.

6. **LEAVE OF ABSENCE** If I am placed in a leave of absence due to my failure to meet academic or military retention standards as prescribed by statute, Army regulations, or this contract, I will not be relieved of my obligations to the U.S. Army and my obligations under this contract remain in effect.

7. **RELEASE FROM OBLIGATIONS**. I understand that the Secretary of the Army or his/her designee may at any time release me without notice from the obligations under this contract and disenroll me from the ROTC Program without further benefits hereunder if, in the opinion of the Secretary of the Army or his or her designee, it is in the best interest of the Army.

PART II - AGREEMENT OF NONSCHOLARSHIP CADET CONTRACTING IN THE SENIOR ROTC PROGRAM (Continued)

8. **COMPLIANCE WITH AND CHANGES IN ELIGIBILITY REQUIREMENTS.** I acknowledge that I have discussed the eligibility requirements pertaining to enrollment in ROTC, enlistment in the USAR or ARNGUS, and accepting a commission as an officer, with the PMS or other designated and authorized ROTC cadre members, and that I understand these requirements. I realize that these requirements may change in the future. I agree to keep myself apprised of all changes in requirements and to maintain my eligibility to participate in ROTC at all times in the future. I also agree to inform the PMS of any change in my eligibility (*medical and non-medical*) based on current or revised requirements as soon as I know or should reasonably have known, recognizing my agreement to keep myself apprised of all applicable changes in requirements. Failure to so advise the PMS of such changes in eligibility that I was aware of or should have been aware of may result in disenrollment.

9. **ORDER TO ACTIVE DUTY IN THE EVENT OF WAR.** I understand that either as an enlisted member or as a commissioned officer in the Reserve Component of the Army of the United States or upon my transfer or assignment thereto, I may be ordered to active duty without my consent in the event of a war, a national emergency declared by Congress or the President, an order of the Selected Reserve to active duty authorized by the President, and as otherwise authorized by law, such call to active duty could be for the duration of a war or any period of time authorized by law.

10. **COMPLETE AGREEMENT AND SEVERABILITY.** I understand the provisions in the contract contain the only binding promises by and to both parties. This agreement controls over any conflicting advice or information that I may have received orally or in writing from Cadet Command, my PMS, other cadre, cadets or others regarding my obligations and agreements to the Army. If any provision within this agreement is determined to be invalid or unenforceable by a court of law, the remaining terms and agreements remain in full force and effect.

J. HOME ADDRESS (*Include ZIP Code*)

K. SIGNATURE

L. DATE (YYYYMMDD)

**PART III - CONSENT OF PARENT OR GUARDIAN TO ENROLL IN ROTC & ENLIST IN THE U.S. ARMY RESERVE
(To be completed if applicant is under 18 years of age at time of enrollment in the ROTC program)**

11. I certify that I am the applicant's parent or legal guardian, and that the applicant's date of birth as shown above is correct.

12. I consent to applicant's enrollment in the ROTC and to enlistment in the USAR.

13. I have read and thoroughly understand the above statements of terms under which the applicant is being enrolled. I relinquish all claims to applicant's service and to any wages or compensation for such service. I understand that the applicant will be subject to all of the requirements and lawful commands of the officers who may from time to time be placed over the applicant, and I certify that no promise of any kind has been made to me concerning the applicant's assignment to duty or appointment as an officer as an inducement to me to sign this contract.

M. SIGNATURE OF PARENT OR GUARDIAN

N. SIGNATURE OF WITNESS

O. DATE (YYYYMMDD)

**PART IV - CONFIRMATION OF ENROLLMENT AS AN ROTC NONSCHOLARSHIP CADET
(And of Enrollment in the ROTC Program, If not previously enrolled)**

14. On the basis of the above executed contract (*Part II*), and the executed consent of the parent or guardian (*Part III*), if applicable, I have selected and enrolled this applicant as a cadet in the ROTC Program on the effective date of enrollment in item P.

P. EFFECTIVE DATE OF ENROLLMENT (YYYYMMDD)

PART V - FOR THE SECRETARY OF THE ARMY

Q. NAME OF ROTC CONTRACTING OFFICIAL (*Print or Type*)

S. DATE (YYYYMMDD)

R. SIGNATURE OF ROTC OFFICIAL