# RECORD OF PERFORMANCE COUNSELING

**DATA REQUIRED FOR PRIVACY ACT OF 1974**

1. AUTHORITY: Title 5 U.S. C., Section 301; Title 10 U.S.C., Sections 2101-2111. 2. PRINCIPAL PURPOSE(S): To provide

management and individuals’ performance data. 3. ROUTINE USES: Used primarily as a source of affording an individual the

opportunity of obtaining effective performance evaluations.

4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION:

 Voluntary. Failure to provide information may possibly result in failure to

develop career potential.

**ADVANCED COURSE NONSCHOLARSHIP CADET COUNSELING RECORD**

**Date of Counseling**

PURPOSE: To counsel Army ROTC Nonscholarship Cadets on the agreements, responsibilities, and requirements as prescribed by law, Army regulation and the ROTC Nonscholarship Cadet contract, for retention in the Army ROTC program and the military service obligation incurred as a Nonscholarship Contract Cadet.

SUMMARY OF COUNSELING, COMMENTS, AND RESULTS: I Cadet \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having being counseled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MSL \_\_\_\_ Instructor on the agreements, my responsibilities, and requirements for retention in the ROTC program, and the military service obligation incurred under my U.S. Army Senior ROTC Nonscholarship Cadet Contract.

1. GENERAL CADET AGREEMENT.

As a Nonscholarship Cadet, I have read, clearly understand, and agree that:

 a**. ENLISTMENT AGREEMENT.**

 As a condition for membership in the Army ROTC Program, I must 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 must enroll in the necessary courses and successfully complete, within the prescribed time/Completion Date indicated in Block G of my DA Form 597 (Army Senior ROTC Nonscholarship Cadet Contract) and in Blocks 7 & 9 of my CC Form 104-R (Planned Academic Program Worksheet), the requirements including the ROTC Military Science & Leadership (MSL) courses and the Professional Military Education (PME)(composed of a course in American Military History and staff ride or battlefield tour) for my (Baccalaureate, Master or Advanced) degree in the academic major stated in Block I of my ROTC contract. I must remain enrolled in and successfully complete the ROTC Program including the Leader Development and Assessment Course (LDAC), Swimming Test and CWST, and all other training as prescribed by the Secretary of the Army or his/her designee as a prerequisite for commissioning. FAILURE ON MY PART TO MEET AND MAINTAIN THESE STANDARDS WILL BE CAUSE FOR MY DISENROLLMENT FROM THE ROTC PROGRAM.

**c. FULL-TIME STUDENT AGREEMENT**.

 I must remain a full-time student in good standing at the educational institution named in my contract

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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. I must register for

and complete each semester, quarter, or trimester with passing grades (A, B, C, or D for academics) and (A, B or C for the ROTC MSL courses), the number of credits required by my academic institution of enrollment for full time student status (12 or more (16 maximum) credits including the ROTC MSL classes for a bachelor’s degree and 6 or more (16 maximum) credits including the ROTC MSL classes for the master or advanced degree). Voluntary withdrawals and incomplete grades do not count towards full time academic status. I must obtain prior written approval from the Professor of

Military Science (PMS) if I desire to transfer to another institution. If I receive approval and transfer to another institution at which Army ROTC is offered the provisions of my contract will remain in effect. Permission to transfer is contingent on my remaining academically aligned in the ROTC Military Science & Leadership (MSL), (i.e., MSL III/JR, MSL IV/SR). Transfer to an institution that does not offer the Army ROTC does not relieve me from the obligations specified under my contract. FAILURE ON MY PART TO COMPLY WITH OR MAINTAIN THESE STANDARDS WILL BE CAUSE FOR PROBATION OR MY DISENROLLMENT FROM THE ROTC PROGRAM.

 d. ACADEMIC GRADE POINT AVERAGE AGREEMENT. I must maintain, as 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 each semester, quarter, or trimester. If I am required by my academic major or by the school, I am attending to maintain a higher cumulative and semester, quarter, or trimester grade point average, I agree to maintain that higher standard until completion of the academic requirements for my degree. FAILURE ON MY PART TO MAINTAIN THESE STANDARDS WILL BE CAUSE FOR PROBATION OR MY DISENROLLMENT FROM THE ROTC PROGRAM.

 e. ROTC MILITARY SCIENCE & LEADERSHIP (MSL)COURSES GRADE POINT AVERAGE AGREEMENT. I must maintain at least a 2.0 on a 4.0 or equivalent scale, cumulative and each semester, quarter, or trimester grade point average in all ROTC MSL courses. FAILURE ON MY PART TO MAINTAIN THESE STANDARDS WILL BE CAUSE FOR PROBATION OR MY DISENROLLMENT FROM THE ROTC PROGRAM.

 f. ADDITIONAL REQUIREMENTS.

 (1) I must take and successfully complete as part of my Professional Military Education (PME) requirements a one semester course in American Military History, preferably one that includes a battle analysis. This course must be taken during time phases of ROTC MSL III training and completed before my graduation and commissioning. IF I FAIL TO COMPLETE THESE STANDARDS, I WILL BE IN BREACH OF MY CONTRACT AND WILL BE CAUSE FOR MY DISENROLLMENT FROM THE ROTC PROGRAM.

 (2) I must attain the following ECL Test and OPI scores and meet their progression requirements to maintain my enrollment eligibility:

75 or higher in the ECL Test and an OPI of 2/1+ for MSL III and to contract; 80 or higher in the ECL Test and an OPI of 2/2 for MSL IV and LDAC/CPDT attendance, and 90 or higher in the ECL Test and an OPI of 2+/2 for commission/LDAC commission. These scores, once attained will not

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expire. I understand the I must participate in the ELL content courses (Military Briefing and Military Writing) unless exempted by the PMS. Also, I also understand that waivers are not authorized for the progression and commission requirements. IF I FAIL TO ACHIEVE THESE REQUIREMENTS or STANDARDS, I WILL BE IN BREACH OF MY CONTRACT AND WILL BE CAUSE FOR MY DISENROLLMENT FROM THE ROTC PROGRAM.

 **g. MEDICAL AND PHYSICAL FITNESS STANDARDS.**

 (1) I must maintain eligibility for enrollment and retention in ROTC and commissioning, as defined by statute, Army regulation, and my contract throughout the period of my ROTC contract. I must 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 my BOLC II & III or a Reserve Component Unit and thereafter. That commissioning eligibility standards, including the APFT and the 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 must undergo pre-commissioning drug and alcohol screening test, 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 must undergo testing for HIV (Human Immunodeficiency Virus) antibody during my pre-commissioning physical examination, normally during LDAC training. If the result of the testing is confirmed positive, I will be DISENROLLED from the ROTC program.

 h. NURSE CADET AND MEDICAL SPECIALIST CORPS CADET ADDITIONAL AGREEMENT. If I am a nurse candidate or a medical specialist corps cadet, I must complete a baccalaureate program from an accredited and approved educational institution with an academic and clinical curriculum in English. I must 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 I am a nurse cadet, 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.

**2. ADDITIONAL TERMS AND CONDITIONS.**

 I further understand that:

 **a. DISCLOSURE OF DISQUALIFYING CONDITIONS**.

By executing my contract, I represent that I meet all eligibility criteria for contracting in the ROTC Program and commissioning, as defined by statute, Army regulation, and the ROTC contract. I represent that I have

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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 my ROTC contract. If I am ineligible for contracting in ROTC based on particular medical or non-medical condition, but such ineligibility may be waived, I must obtain an approved waiver before executing my 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 my contract 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 is approved, my failure to complete the service obligation within my 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 MSL III year (junior year).

 (2) GREEN TO GOLD CADETS. If I was conditionally discharged from the active Army to become a no scholarship 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 my contract. The only exception to this requirement is if I am disenrolled form 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 my contract if there is at least one year remaining on my original active-duty enlistment and I am otherwise eligible for active duty.

**3. CADET AGREEMENTS UPON PROGRAM COMPLETION**

. Upon completion of all requirements for appointment, to include medical qualification, all prescribed Military Science & Leadership (MSL) 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 either 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 eight (8) years and cannot resign such appointment before completion, however, this obligation may be met in a variety of methods as outlined below. I further understand that active duty service may include

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worldwide assignment or assignment to a branch that involves combat or exposure to nuclear, chemical or biological weapons.

 **(1) ACTIVE DUTY ASSIGNMENT.** If I am selected for Active 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 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.

 **(3) UNAVAILABILITY OF TROOP PROGRAM UNIT ASSIGNMENT.** If I am fulfilling my obligation through Reserve Component duty and an appropriate troop unit assignment is not available as defined 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 – Saint Louis (HRC-St Louis). If neither an appropriate unit nor an IMA assignment is available, 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.**

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 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.

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**4. 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 4a, 4b and 4c below:

 a. I AGREE TO SERVE ON ENLISTED ACTIVE DUTY. Under the terms of my 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 I 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 my 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 I 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.

**5. 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 my contract, I will not be relieved of my obligations to the U.S. Army and my obligations under my contract remain in effect.

**6. 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 my contract and disenroll me from the ROTC program without further benefits if, in the opinion of the Secretary of the Army or his/her designee, it is in the best interest of the Army.

**7. 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 also agree to inform the PMS of any change in my eligibility (medical and no-medical) based on current or revised requirements as soon as I know or should reasonably have known, recognizing my agreement to keep myself appraised of all

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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.

8. 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 war, a national emergency declared by Congress or the President, an order of the Selected Reserve to active duty authorized by the President, and a 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.

**9. TRANSFER TO ANOTHER SCHOOL.** I understand that I desire to transfer to another school where the Army ROTC program is offered, I will first request permission in writing from the PMS and that failure on my part to do so will cause for my disenrollment from the program for breach of my contract.

**10. ENGLISH PROGRAM**. I understand that I, as a Nonscholarship Cadet and possible member of the Cadet Chain of Command, must set the example for other Cadets to follow. I must speak English all the time that I am present within the confines of the ROTC Building and parking area, activities and events. I will do so not only to help other Cadets to improve their English skills, but to improve my very own. I also understand that all ROTC Cadets must speak and practice English at all times to gain the skills required for the successful completion of the ROTC program and for commission.

**11. COMPLETE AGREEMENT AND SEVERABILITY.** I understand the provisions in my 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, the 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.

**EVALUATION BY THE MILITARY SCIENCE INSTRUCTOR:**

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 (Nonscholarship Cadet Signature) (Military Science Instructor

 Signature)

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