

**NATIONAL GUARD YOUTH CHALLENGE PROGRAM  
COOPERATIVE AGREEMENT**

AGREEMENT NO. W912K3-20-2-4001

PAGE 1 OF 24 PAGES

ISSUED BY: NATIONAL GUARD BUREAU

ISSUED TO: THE STATE OF WASHINGTON





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**EXECUTION**

By executing this National Guard Youth Challenge Program Cooperative Agreement, the parties agree to the terms and conditions contained herein, including Attachments.

IN WITNESS WHEREOF, the parties by their authorized representatives execute the Youth Challenge Program Cooperative Agreement

<p>STATE OF WASHINGTON</p> <p>BY:   <u>BRET D. DAUGHERTY</u>                  Major General                  The Adjutant General</p> <p><u>9/20/19</u>                  (Date)</p>	<p>NATIONAL GUARD BUREAU:</p> <p>BY:   <u>MATTHEW W. COOPER</u>                  Colonel, NGB                  USPFO for Washington</p> <p><u>24 SEP 2019</u>                  (Date)</p>
<p>Approved as to Legal Form:</p> <p>  <u>Mr. Bob Ferguson</u>                  Attorney General, State of Washington</p> <p><u>9/11/19</u>                  (Date)</p>	<p>Approved as to Legal Form:</p> <p>  <u>Alexander M. Straub</u>                  Major, USA                  State Judge Advocate</p> <p><u>9/19/19</u>                  (Date)</p>

**Article I**  
**Scope, Purpose, and Authority**

**Section 101. General**

Congress authorized the Secretary of Defense to use the Chief, National Guard Bureau (CNGB) to conduct a civilian youth opportunities Program called the National Guard Youth Challenge Program (hereinafter referred to as Program). The Office of the Assistant Secretary of Defense for Reserve Affairs (OASD(RA)), under the authority of the Under Secretary of Defense for Personnel and Readiness, shall exercise the authority of the Secretary of Defense; and shall prepare, approve, and submit the Program's annual budget, provide Program funding, and perform management oversight of the Program.

a. The National Guard Bureau (NGB), the Grantor and The Adjutant General, the Grantee, have entered into this National Guard Youth Challenge Program Cooperative Agreement (hereinafter referred to as Agreement) to establish the terms and conditions applicable to the contribution of Department of Defense (DoD) funds or In-Kind Assistance, State funds, and funds from other authorized sources for the activities described herein.

b. This Agreement, NGB's Master Cooperative Agreement with the state, the provisions of 2 CFR part 200 and the "National Guard Youth Challenge Operational Instruction" – a separate document – encompass the terms and conditions related to DoD's contribution of funds for the operation and training of the Program within the State.

c. The National Guard Youth Challenge Operational Instruction, Attachment 1, is integral to this Agreement.

**d. Although not an appendix to that document, NGB's Master Cooperative Agreement (MCA) and Attachment A – 2 CFR Part 200 Award Provisions, are incorporated herein by reference. They contain provisions required by federal law and regulation which apply to this Youth Challenge cooperative agreement and govern it.**

e. For first-year Programs, the State shall submit its plan signed by the Governor, the State Attorney General and the Adjutant General. The Adjutant General may sign subsequent Cooperative Agreements provided the Governor delegates this authority to the Adjutant General.

f. Funding cannot be released or obligated until the Director of NGB (Youth Programs (NGB-J1-AY)) approves this Agreement.

**Section 102. Scope**

The Secretary of Defense, acting through the Chief of the National Guard Bureau, has authorized the conduct of this Program and the use of the National Guard to provide military-based training, including supervised work experience in service to the community and conservation projects, for civilian youth who cease to attend secondary school before graduating so as to improve the life skills and employment potential of such youth.

**Section 103. Performance Specifications**

Specifications, for the performance of activities within the scope of this Agreement, are contained in Attachment 1 specified above.

**Section 104. Authority**

a. Title 32, United States Code, Section 509, authorizes the NGB to contribute funds to the States for certain Youth Programs with funds appropriated therefore.

b. This is a Cooperative Agreement (CA) within the meaning of 31 U.S.C. Section 6305.

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**Article II**  
**Obligations of the Parties**

**Section 201. Obligations of the Grantee (State)**

**a. General**

(1) The Grantee shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this Agreement according to sound, efficient business practice and the terms, conditions and specifications of this Agreement. The Grantee shall operate two residential classes within each fiscal year with a minimum graduation target of 75 cadets per class.

(2) The Grantee will obligate sufficient funds to pay its share of the costs under this Agreement, and where NGB provides services in kind, the costs of which are to be shared under the terms of this Agreement, and to reimburse NGB in the manner provided under this Agreement.

(3) The Grantee's obligations are contingent upon the NGB funding of this Agreement in each fiscal year as provided in Article IV, Section 406.

(4) If, at any time within the fiscal year, the Grantee determines that NGB's share of allowable costs has reached the amount reflected in Section 406 or determines that the total amount of NGB's share of allowable costs exceeds 90% of the amount reflected in this Section, the Grantee will notify the Grantor in writing. The notice shall state the total estimated amount of NGB's share of allowable costs and the amount of the Grantee's share of allowable costs necessary to complete a fiscal year.

**b. Grantee Contributions**

(1) A Grantee may make its contribution in cash, services, products, real property, facilities, buildings, or combinations thereof, in accordance with (IAW) DODGARS 3210.6-R, Section 33.24, Matching or Cost Sharing, as modified by 2 CFR part 200.

(a) **Grantee Cash Contributions.** A Grantee may make its entire contribution in cash. Cash must be equal to the minimum Grantee funding contribution, as determined and provided to the Grantee by NGB-J1-AY, and certified as available for the express purpose of funding the Grantee's share of the Program. The Grantee will make certification of the cash contribution when said funds are to be provided from the Grantee's State appropriation. In instances where the Grantee's share of cash funding is from sources outside the respective Grantee's State appropriation, the State Comptroller/Treasurer, or designated responsible individual, shall certify that the funds are available and are exclusively committed for the express purpose of funding the Grantee's share of the Program.

(b) **Grantee Non-Cash Contributions.** A Grantee may fulfill its contribution requirement by combining the value of cash and non-cash products and services provided by the Grantee or third party to the Program. Non-cash contributions count towards satisfying a cost sharing or matching requirement only where, if the Grantee receiving the contribution were to pay for them, the payments would be allowable costs. When a State Agency separate from the respective military department is providing the product and/or service, the providing Agency shall certify that the product and/or service has been or will be provided to the Program and the dollar value of the products and services. When the State Military Department is providing the product and/or service, the respective State Military Department Comptroller/Treasurer, or designated responsible individual, shall certify the product and/or service has been or will be provided to the Program and the dollar value of the products and/or services. The Grantor shall review the various certifications and valuations and shall certify that the aggregate values of the multiple source contributions are equal to or exceed the minimum State contribution.

(c) **Grantee Non-Cash Contributions of Equipment, Buildings, and Real Property.** A Grantee may fulfill its contribution requirement by combining the value of cash and equipment, buildings, and land contributions provided by the Grantee or third party to the Program. The valuation of equipment, buildings, and land contributions shall be IAW applicable provisions of 2 CFR part 200. It is required to establish the market value of land or a building or the fair rental rate of land or of space in a building. The Grantee shall be required to have the market value or fair rental value set by an independent appraiser, and that the value or rate be certified by the Grantee.

(2) State non-cash contributions shall not exceed 10% of the total State match contribution and includes, but is not limited to, services, products, real property, and buildings and facilities. Example:

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Total State contribution is \$1.0M; maximum State non-cash contribution is \$100,000. However, these specific numbers and percentages have been superseded by 2 CFR part 200, particularly the provisions reflected in Attachment A to the MCA, in Part 4, Article VI thereof.

c. Objectives

(1) The Program is a 17 ½ month military-based training Program consisting of a 22-week Residential Phase and a one-year Post-Residential Phase. Eligible participants are high school dropouts between 16 and 18 years of age. Participants will not exceed 18 years of age on the 1<sup>st</sup> day of the Residential Phase of the Program. They must be unemployed or underemployed, drug free, not on parole or probation for other than juvenile status offenses, not awaiting sentencing, and not under indictment, charged, or convicted of a crime that is considered a felony when charged as an adult. Courts shall not use the Program as an alternative to sentencing. The eight core components of the Program are: Academic Excellence, Physical Fitness, Leadership/Followership, Responsible Citizenship, Job Skills, Service to the Community, Health and Hygiene, and Life-Coping Skills.

(2) The Grantee is advised that the Program is a non-combat, civil military activity, of the National Guard and the Program shall be conducted so as not to detract from, or interfere with, military training activities of the National Guard.

d. Further Obligations of the Grantee: Plans, and Procedures

(1) The Grantee shall develop a Goal-Focused State Plan that includes long-term goals and annual performance goals against which the Program will be measured. This plan will be updated annually.

(2) The Grantee shall develop a curriculum for each of the eight core components described in Attachment 1, Section 1-26.c. Curricula will prepare Program participants to successfully complete learning events and task evaluations as measured by standards established by NGB policy within this Agreement.

(3) The Grantee shall develop Standing Operating Procedures (SOPs) for all key areas of their Program. SOPs may take the form of handbooks, guides, manuals, etc. The SOPs will ensure they include the requirement for Program Directors to perform a biennial operational self-evaluation.

e. Further Obligations of the Grantee: Youth Participants/Cadets

(1) Youth Application Procedures. The Grantee's shall accept applications from youth and establish procedures to select eligible participants in the Program.

(2) Youth Selection Criteria. Application and selection procedures shall make reasonable accommodations for physical disabilities and shall, to the fullest extent possible, reach and include economically and educationally disadvantaged groups.

(3) The Grantee agrees to select participants from applications who meet the following eligibility standards:

(a) 16-18 years of age at the time of entry into the Program. Participants will not exceed 18 years of age on the 1<sup>st</sup> day of the Residential Phase.

(b) A high school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or a certificate from a program of equivalency for such diploma.

(c) A citizen or legal resident of the United States.

(d) Unemployed, or underemployed.

(e) Not currently on parole or probation for other than juvenile status offenses, not awaiting sentencing, and not under indictment, charged, or convicted of a crime that is considered a felony when charged as an adult.

(f) Free from use of illegal drugs or substances, and free from the illegal use of drugs or substances.

(g) Physically and mentally capable to participate in the Program with reasonable accommodation for physical and other disabilities.

(4) Youth participants (Cadets) shall be informed of the following:

(a) Participants receiving training under the Program established by this guidance are neither Federal employees nor members of the National Guard.

(b) The participants shall be considered Federal employees under Subchapter I of Chapter 81 of Title 5, U.S. Code, for the purpose of compensation for work injuries; and for the purpose of Sections 1346(b) and Chapter 171 of Title 28, U.S. Code, and any other provision of law relating to the liability of the

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United States for tortious conduct of employees of the United States.

(c) The participants shall not be considered to be in the performance of duty while not at the assigned location of training or other activity authorized in accordance with the Program Agreement except when the participant is traveling to or from the location or is on pass from that training or other activity.

(d) In computing compensation benefits for disability or death, the monthly pay of a participant shall be deemed that received under the entrance salary for a grade GS-2 Federal employee.

(e) The entitlement of a person to receive compensation for a disability shall begin on the day following the date that the person's participation in the Program is terminated.

*f. Further Obligations of the Grantee: Staff*

(1) Program personnel will be civilian employees of the State or employed under a contract with the Grantee.

(2) The Grantee may procure by contract the temporary full-time services of such civilian personnel as may be necessary to carry out this Program. Civilian employees and contract personnel performing these services may be required, when appropriate to achieve a Program objective, to be members of the National Guard and to wear the military uniform. The Grantee shall provide, to the extent practicable, professional instruction, counseling and mentoring as is required for the Program.

(3) Specific educational, experience, and similar criteria for all paid Staff members may not be less than the criteria which would be required for State employees in similar positions.

(4) Grantee may require, to the extent consistent with State law and policy, certain Staff to be members of the National Guard and, as National Guard members, to wear the military uniform, especially those in direct contact with Cadets.

(5) Grantee is responsible for ensuring Program Directors and Staff attend all authorized and approved NGB-J1-AY funded training in the form of workshops, seminars and formal training sessions to acquire needed skills and knowledge for total Program effectiveness.

(6) Grantee is responsible for ensuring Directors use the Management Control Checklist to provide NGB-J1-AY with the assurance that management controls are in place. This is an annual requirement.

## **Section 202. Obligations of NGB**

a. NGB shall reimburse the Grantee for the costs that are allowable, allocable and reasonable in the performance of this Agreement. Future Program funding may be based on the graduation average of the past four graduating classes.

b. Whenever the terms of this Agreement provide for approval by NGB, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by NGB in a timely fashion.

c. The obligations of NGB are subject to the availability of Federal funds for the Agreement and the Grantee's funding contribution for its share of the costs, if any, of this Agreement.

## **Section 203. Obligations of Both Parties: Close Out**

NGB and the Grantee both share in the responsibility for accurate and timely closeouts of this Agreement. Program year-end closeouts and completion closeout of this Agreement shall be in accordance with NGR 5-1, Chapter 1, the MCA and 2 CFR part 200

## **Section 204. Termination of the Agreement**

a. Termination for Non-compliance. If the grantee or subgrantee materially fails to comply with any term of this award, the grantor may take actions specified in 2 CFR part 200, among these actions are the following, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the grantor;

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

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(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's Program;

(4) Withhold further awards for the Program, or;

(5) Take other remedies that may be legally available.

b. Termination for convenience. This award may be terminated in whole or in part, authorized by 2 CFR part 200, as follows:

(1) By the grantor with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(2) By the grantee or subgrantee upon written notification to the grantor, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Awarding Agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Awarding Agency may terminate the award in its entirety under either §33.43 or paragraph (a) of this Section.

c. Either party may terminate this Agreement with a 90 day written notice to the other party.

### **Section 205. Program Closure**

a. Termination of this Agreement resulting in Program closure may occur for the following reasons:

(1) Reduction of Grantee matching funds within a current Program year shall result in termination of the Program or reduction of Program operations and commensurate reduction of Federal funds.

(a) Notification of a reduction of Grantee matching funds must be provided through the Grants Officer to the NGB Office of Athletics and Youth Development (NGB-J1-AY) in writing, signed by the TAG, not later than fourteen (14) calendar days after the TAG is notified of said reduction.

(2) Reduction of Federal matching funds within a current Program year shall result in termination of the Program, or reduction of Program operations and commensurate reduction of Grantee matching funds.

(a) Notification of a reduction of Federal matching funds must be provided to the TAG in writing, not later than fourteen (14) calendar days after NGB-J1-AY is notified of said reduction.

b. Failure of the grantee to meet the requirements of this Agreement, and/or lack of performance. Program performance will be measured against Program funding and graduation metrics.



## **Article III Costs**

### **Section 301. General**

Wherever any item of cost for the performance of this Agreement, as listed in a Budget/Financial Plan as required in Article IV of this Agreement, is identified to be funded in-part by Grantee contributions and in-part by NGB contributions, NGB shall be obligated to reimburse the Grantee only for its percentage share of the total costs that would otherwise be allowable under this Agreement.

### **Section 302. Cost Share**

a. The NGYCP is a cost share Program. Cost share is determined by statutory requirement and is issued to the State Programs by NGB-J1-AY.

b. The cost share is standard Program wide. It is possible that the cost share may be changed in any given fiscal year. If the cost share does change, the change will be effected by an executed modification in accordance with NGR 5-1, Chapter 3.

### **Section 303. Allowability of Costs**

a. Except as otherwise stated in this Article or elsewhere in this Agreement, the allowability of costs incurred by the Grantee in performance under this Agreement shall be determined according to 2 CFR Part 200, as amended, and NGR 5-1, Chapter 5.

b. The allowability of costs has no effect on the maximum funding level of this Agreement. NGB has no liability to reimburse any cost over and above the maximum amount of funding obligated in this Agreement, even if such cost would otherwise be allowable.

### **Section 304. Advanced Agreement on the Allowability of Costs**

a. No cost incurred by the Grantee for any activity that is contrary to any restriction, limitation, or instruction contained in any Budget/Financial Plan under this Agreement is allowable.

b. The costs of compensation for personnel services, for supplies and equipment related to authorized activities and indirect costs are reimbursable in accordance with 2 CFR part 200 and NGR 5-1, Chapter 5.

### **Section 305. Authorized Costs/Activities**

a. Staffing. Personnel costs shall not exceed 80% of the total annual funding level. Grantee Programs may select any combination of positions authorized by the Staffing Model at their level of organization (graduation targets of 75, 100, 125, 150, 175, 200, or in increments of 25 up to 400), recognizing that they may not exceed the approved GS level or the 80% cap. If a State has a pay raise, pay freeze or pay cap, a hiring freeze or employee furloughs for like positions throughout the State, then State NGYCP employees will have corresponding limitations.

(1) Payment for salaries, to include allowable benefits, in accordance with NGYCP Staffing Model and State personnel policy for like State government positions within the same geographic area for validated NGYCP positions. When there is no like State government position available, salaries and benefits will be equivalent to a comparable grade and series Federal Civil Service position in the geographic area. Exceptions to a State government position or comparable Federal Civil Service position must be approved by NGB-J1-AY.

(a) Benefit costs include Social Security contributions, workers compensation, medical and unemployment insurance (FICA) premiums, and State retirement system.

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(b) Costs for merit and incentive awards based on performance providing the awards are part of a program available and consistent with those offered to similar State government positions.

(c) Fees associated with new requirements, periodic certification, examinations, or licenses required by State or Federal agencies for the performance of Budget/Financial Plan activities.

b. Cadet. A person selected for training in this Program receives allowances for travel expenses, personal expenses, and other expenses; quarters; subsistence; transportation; equipment; clothing; recreational services and supplies; and other services directly supportive of the training.

(1) Clothing and Equipment not to exceed \$500 per Cadet.

(2) Field Trip costs (excluding transportation) are limited to a reimbursement of \$25 per Cadet per month.

(3) For Program sites that do not provide access to clothing washers and dryers for personal Cadet laundry (i.e., underwear, socks, towels, wash rags, trousers, shirts, headgear, physical training uniform items), reimbursement for laundry services is limited to \$10 per Cadet per week. The limitation does not apply to bulk items (blankets, bed linens, belts, coats/jackets, glove/liners, etc.) and items requiring dry cleaning that are laundered during the cycle or to any items laundered between the class cycles.

(4) Cadet weekly living allowance is limited to \$15 per week per Cadet.

(5) Purchase of class/instructional materials as specified in the approved Budget Plan.

(6) College or vocational/technical course costs, to include materials for those courses.

(7) Semi-annual NGB-J1-AY authorized workshops.

(8) Guest Speakers, reimbursement limited to daily wage rate for a GS-15 and travel expenses IAW Federal Joint Travel Regulation.

(9) Cadet graduation stipend up to \$2,200.

c. Cadre.

(1) Uniforms for both Cadre and Staff are not to exceed \$300 per person.

(2) Meals of Cadre with direct supervisory responsibility of Cadets during meal time.

(3) NGB-J1-AY required training in the form of workshops, seminars, classes, and formal training sessions to acquire necessary skills and knowledge for Program Leadership and Management.

d. Medical Care Costs. The costs for contract medical care provided by medical professionals are authorized.

(1) Screening upon entry for drugs.

(2) Routine outpatient care is limited to emergency care and care for injuries occurring on site, etc.

(3) Pregnancy testing.

(4) Entry physicals to include required tests (i.e. TB tests, pregnancy tests, etc.).

(5) Inpatient care only in conjunction with an emergency condition.

(6) Mental health services are limited to crisis intervention only.

(7) Random and scheduled drug testing.

(8) Medical supplies and equipment comparable to those authorized in a typical public school in the State.

(9) Immunizations to bring participant in compliance with Federal and State recommended standards. Continuing and/or ongoing treatments and medical care for chronic and/or pre-existing conditions is only authorized in an emergency situation. The NgyCp will provide the appropriate medical care within the capabilities of the Programs Medical Staff.

e. Food Service Costs. Food service costs will be in accordance with the approved budget plan. Food may be provided at special events such as graduation, or off-campus activities, as long as the food is for the Cadets and allowable Staff. Program evaluators may eat at the Program's dining facility as part of their evaluation process, to include assessing the quality and quantity of the food provided, and to have informal discussion with Cadets during meals.

f. Facility Expenses.

(1) Repair or minor construction to a Program building not in excess of \$250,000 per building; or the amount specified in the current NGB Pamphlet 420-10. All repair or minor construction to a NgyCp building shall have prior approval from NGB-J1-AY. This authorized cost does not pertain to the start-up and establishment of new program sites.

(2) Minor repairs attributed to fair wear and tear do not require prior approval from NGB-J1-AY.

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(3) Actual costs of utilities.

(4) Costs for public liability and property damage insurance for personnel employed under this Agreement will be authorized only if required by State law or regulation.

*g.* Supplies, Equipment and Computers.

(1) Reasonable supply requirements necessary for the Program.

(2) The procurement of computers; the procurement of stand-alone systems including cost of printers will not exceed the amount specified in the approved State Plan. Networks shall not exceed \$ 250,000 per system.

(3) Rental costs for furnishings to make the facilities habitable for the Cadets. Planned expenditures for furnishings will be included in the approved State Plan and budget.

*h.* Travel and Transportation.

(1) Required travel, which includes but is not limited to NGB Program Director Workshops, NGB Program Staff Workshops, training classes, and other approved and funded by NGB-J1-AY, will be reimbursed based on each State's reimbursement costs to the traveler. Reimbursement for travel may not exceed the budgeted amount for travel approved by NGB-J1-AY.

(2) Reimbursement made to the State for the costs of required transportation for Cadets is subject to the Federal share/match requirement and shall not exceed the rate for State-leased vehicles.

Reimbursement for insurance will depend upon the requirements of State law. Vehicles will be used for official NGYCP use only. Only Program Staff members may operate leased vehicles, with the exception of non-Staff drivers for the purpose of driver's education for Cadets.

*i.* Fees associated with new requirements, periodic certification, examinations, or licenses required by State or Federal Agencies for the performance of Budget/Financial Plan activities.

### **Section 306. Unauthorized Costs/Activities**

*a.* Purchase of vehicles.

*b.* Repair to or construction of a Program building in excess of \$250,000 per building; or the amount specified in the current NGB Pamphlet 420-10. See Section 305.*f.*

*c.* The following medical services are not authorized:

(1) Long-term or rehabilitative mental health care.

(2) Movement on aero medical evacuation aircraft, except in life threatening situations as determined by on site medical personnel.

(3) Routine health care services at a military medical treatment facility.

(4) Continuing and/or ongoing treatments and medical care for chronic and/or pre-existing conditions.

(5) Elective care of any kind.

*d.* Cost of food and beverages at open houses.

*e.* Cost of military clothing for Cadre and other Staff members receiving military issue of like items or military clothing allowances for the purchase of like items.

*f.* Cost of Cadet birthday parties.

*g.* Cost of guest speakers exceeding the calculated daily wage for GS-15, Step 10 (hourly wage rate in \$/hour x 8 hours).

*h.* Costs not outlined in Section 305, or costs not approved in writing by NGB-J1-AY.

*i.* Costs listed as unallowable/unauthorized in 2 CFR part 200.

**Article IV**  
**Budget Requirements and Funding Limitations**

**Section 401. Budget Requirements**

a. The Grantee shall submit a budget that lists object code categories, for each fiscal year of this Agreement in the form required by NGB-J1-AY for approval. Upon approval, the budget shall be included as part of this Agreement. Budgets shall be submitted for approval to NGB-J1-AY 90 days prior to day one of the Residential Phase of the Program.

b. Object code categories are:

- (1) Staff
- (2) Allowances
- (3) Facility requirements
- (4) Furnishings
- (5) Transportation and Travel
- (6) Dining Operations
- (7) Supplies
- (8) Equipment
- (9) Clothing
- (10) Recreational Equipment
- (11) Services
- (12) Medical
- (13) Communications
- (14) Security
- (15) Outreach
- (16) Computers

c. Funding will not be released or obligated until NGB-J1-AY approves a Program budget. Adjustment of budget categories and use of funds to do so may not be made until NGB-J1-AY has approved the required budget modifications. Grantee may adjust the budget object codes up to 10% of the total approved budget, provided that the total budget amount is not increased. Object code adjustments exceeding 10% must be approved in writing by NGB-J1-AY and object code changes will not be executed until so approved and a CA modification is executed. Any change in budget or object codes in excess of 10% may be changed only by an executed modification of the Budget/Financial Plan. Either party may propose a change to a budget by submitting such proposal in writing to the other party.

d. The total amount of each budget shall reflect the maximum amount for which NGB is obligated to reimburse the Grantee for performance of this Agreement. Incremental funding and increases or decreases to the maximum funding amount shall be mutually agreed upon by NGB and the Grantee. NGB-J1-AY will review and consider increasing a Program's class size when the requested increase is an addition of one or more platoons.

**Section 402. Budget Reports**

a. The NGYCP uses an automated budget system for the three required budget reports.

- (1) Initial Budget Report. Used to submit initial fiscal year operating budget.
- (2) Budget Modification Report. Used when modifying the approved initial fiscal year operating budget.
- (3) Quarterly Budget Report. Tracks operating budget obligations/expenditures by calendar quarter. Quarterly Budget Reports shall be sent to NGB-J1-AY not later than 30 days after the end of each quarter.

b. Budgets shall be submitted to NGB-J1-AY not later than 90 days prior to the start of the Program Fiscal Year (PFY).

c. Updated annual Goal-Focused State Plans and a certification of State funds are to be submitted

simultaneously with each proposed budget submission.

**Section 403. Method of Funding**

- a. The Agreement shall be fully funded annually, subject to the availability of funds.
- b. The annual funding of this Agreement will be in accordance with NGR 5-1, Chapter 3 and as specified in the Budget Requirements in Section 401.

**Section 404. Limitation on the Availability of Funds**

Funds provided by NGB under this Agreement for any fiscal year are available for obligation by the Grantor only in the fiscal year of availability. Funds obligation by the Grantee under this Agreement, and the incurring of allowable costs, may cross fiscal years, provided all funds are obligated and allowable costs incurred within 12 months of award of the Agreement by the Grantor.

**Section 405. Program Income**

In general terms, program income is the gross income received by the Grantee from fees for services performed and from the use or rental of real or personal property, the operation and maintenance of which is supported under this Agreement. See 2 CFR part 200 and the MCA, particularly Attachment A. Program income shall be added to the budget total for the program and the federal share treated as advanced federal reimbursement.

**Section 406. Funding Limitation**

- a. Approved Budget/Annual Funding Program (AFP). The total dollar amount that NGB anticipates, subject to the availability of funds, being available for reimbursement to the Grantee for its costs in fulfilling its responsibilities under this Agreement. Updated funding limitations will be issued by NGB-J1-AY each fiscal year that this Agreement is in force. Increases/decreases to the AFP in any given FY will be by a bilateral modification.
- b. Total Dollars Obligated. The total amount of funds obligated for NGB's share under this Agreement. Only funds obligated through an executed CA modification to this Agreement are available for reimbursement to the Grantee. Funds shall be obligated as received by the Grantor.
- c. Accomplished as In-Kind Assistance (IKA). The total dollars expended through Federal acquisition. This dollar amount may reflect anticipated In-Kind Assistance and be updated as IKA is approved, but as a minimum shall reflect the total dollars accomplished through In-Kind Assistance in support of this Agreement for each fiscal year as it occurs.
- d. The Grantee shall have no obligation to incur costs that exceed NGB's share of the maximum funding limitation of this Section.
- e. NGB-J1-AY will be advised of any additive funding received by the Grantee from any other source.

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1. Fiscal Year \_\_\_\_\_:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ _____	\$ _____
Federal Share (75%)	\$ _____	\$ _____
Federal Total	\$ _____	\$ _____
Accomplished as In-Kind Assistance	\$ _____	
Grantee Share (25%)	\$ _____	\$ _____
Grantee Total	\$ _____	\$ _____

2. Fiscal Year \_\_\_\_\_:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ _____	\$ _____
Federal Share (75%)	\$ _____	\$ _____
Federal Total	\$ _____	\$ _____
Accomplished as In-Kind Assistance	\$ _____	
Grantee Share (25%)	\$ _____	\$ _____
Grantee Total	\$ _____	\$ _____

3. Fiscal Year \_\_\_\_\_:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ _____	\$ _____
Federal Share (75%)	\$ _____	\$ _____
Federal Total	\$ _____	\$ _____
Accomplished as In-Kind Assistance	\$ _____	
Grantee Share (25%)	\$ _____	\$ _____
Grantee Total	\$ _____	\$ _____

4. Fiscal Year \_\_\_\_\_:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ _____	\$ _____
Federal Share (75%)	\$ _____	\$ _____
Federal Total	\$ _____	\$ _____
Accomplished as In-Kind Assistance	\$ _____	
Grantee Share (25%)	\$ _____	\$ _____
Grantee Total	\$ _____	\$ _____

5. Fiscal Year \_\_\_\_\_:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ _____	\$ _____
Federal Share (75%)	\$ _____	\$ _____
Federal Total	\$ _____	\$ _____
Accomplished as In-Kind Assistance	\$ _____	
Grantee Share (25%)	\$ _____	\$ _____
Grantee Total	\$ _____	\$ _____

## **Article V Payment**

### **Section 501. General**

There are only two payment methods authorized in the execution of this Agreement: the reimbursement method and the advance method.

### **Section 502. Payment by Reimbursement Method**

Reimbursement method payments shall be according to procedures established by the Defense Finance and Accounting Service (DFAS), DoD Financial Management Regulation 7000.14R Volumes 11A and 11B, and NGR 5-1, Chapter 11.

### **Section 503. Payment by Advanced Method**

The advance payment method shall be according to procedures established in NGR 5-1, Chapter 11.

### **Section 504. Direct Federal Payment of Grantee Obligations**

In no event shall the Grantor make direct payment to a Grantee contractor, Grantee employee, contractor employee, or Grantee vendor for any costs incurred by the Grantee under this Agreement.

### **Section 505. Interest**

The amount of interest due the United States on funds advanced to the Grantee or interest due the Grantee shall be determined and paid in accordance with 31 U.S.C. § 6503 and the terms of the Cash Management Improvement Act Agreement in effect between the Grantee and U.S. Treasury and regulations as issued by the U.S. Department of Treasury and the Department of Defense, as amended. For interest on advance payments see 31 U.S.C. 6503 and 2 C.F.R. Part 200.

**Article VI  
Definitions**

**Section 601. Army National Guard and Air National Guard Cooperative Agreements**

See MCA Section 601

**Section 602. Air National Guard**

See MCA Section 602

**Section 603. Army National Guard**

See MCA Section 603

**Section 604. Chief, National Guard Bureau**

See MCA Section 604

**Section 605. Cooperative Agreement Program Manager**

See MCA Section 605

**Section 606. Equipment (Non-Military)**

See MCA Section 606

**Section 607. Fiscal Year**

See MCA Section 607

**Section 608. Government Furnished Property (GFP) or Government Furnished Equipment (GFE)**

See MCA Section 608

Note: Property and equipment obtained from the Defense Reutilization Marketing Office (DRMO) is considered GFP and GFE. DRMO access will be through the USPFO.

**Section 609. Grantee**

See MCA Section 609

**Section 610. Grants Officer**

See MCA Section 610

**Section 611. Grants Officer Representative**

See MCA Section 611

**Section 612. In-Kind Assistance**

See MCA Section 612

**Section 613. Military Equipment**

See MCA Section 613

**Section 614. National Guard Bureau**

See MCA Section 614

**Section 615. Operating Materials and Supplies**

See MCA Section 615



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**Section 616. Operation and Maintenance Activities**

See MCA Section 616

**Section 617. State**

See MCA Section 617

**Section 618. Territory**

See MCA Section 618

**Section 619. The Adjutant General**

See MCA Section 619

**Section 620. United States Property and Fiscal Officer (USPFO)**

See MCA Section 620

**Section 621. Unit (ANG)**

See MCA Section 621

**Article VII  
General Provisions**

**Section 701. Term of Agreement**

Unless sooner terminated by its terms, this Agreement shall terminate on (day/month/year).  
*[The Agreement term can be for any period; a five-year term is suggested. Term begins on date Agreement is executed.]*

**Section 702. Sole Benefit**

This Agreement is intended for the sole benefit of NGB and the Grantee and is not intended to create any other beneficiaries.

**Section 703. Modifications**

This Agreement may be modified only by a written instrument signed by the parties hereto. Attachments may be modified separately. However, no attachment modification may modify this Agreement by reference.

**Section 704. Successors and Assigns**

This Agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this Agreement shall bind and take effect to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

**Section 705. Entire Agreement**

This Agreement forms the entire Agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

**Section 706. Severability**

If any provision of this Agreement is held judicially invalid, the remainder of the Agreement shall continue in force and effect to the extent not inconsistent with such holding.

**Section 707. Waiver of Breach**

If a party waives enforcement of any provision of this Agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

**Section 708. Notices**

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, email, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated:

NGB	[USPFO Name, Position, Address, Email Address]
Grantee	[Appropriate Grantee Official, Position, Address, Email Address]

**Section 709. Execution**

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

**Section 710. Conflict of Interest**

The Grantee shall insure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

**Section 711. Access to and Retention of Records**

The Grantee shall afford any authorized representative of NGB, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within the Grantee's custody or control and that relate to its performance under this Agreement. The Grantee shall retain all such records intact in a form, if not original documents, as may be approved by NGB for at least three (3) years following termination of this Agreement.

**Section 712. Change of Circumstances**

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.

**Section 713. Liability and Indemnity**

Except as stated in Section 716, nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property loss or damage, or for death or personal injury arising out of and during performance of this Agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or (assigns) or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable law.

**Section 714. Reports**

In addition to any financial or other reports required by the terms of this Agreement, NGB may require the State to prepare reports or provide information relating to this Agreement. The State agrees to provide the reports within a reasonable time of request and in such detail as may be required.

**Section 715. Special State Requirements**

Changes to established requirements of this Agreement made necessary by governing State statutes will be processed in accordance with NGR 5-1, Chapter 3 for approval by NGB. Upon approval, a statement of alterations or changes, along with justification, shall be attached to this Agreement and will be considered a part thereof (if none, state NONE).

**Section 716. Government Furnished Equipment (GFE)**

a. In addition to the Liability and Indemnity provisions in Section 713, nothing in this Agreement shall be construed as an indemnification by the United States of the State, its employees, agents, or third persons, for liability with respect to any and all claims, including, but not limited to:

- (1) Claims for damages; and

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(2) Claims for reimbursement arising from property loss, personal injury or accident damage related to the use, care, or operation of GFE.

*b.* The Grantee's liability for lost or damaged GFE will be in accordance with applicable State laws and NGR 5-1, Chapter 8. The Grantee is liable for loss, in the event that State law does not authorize indemnification GFE should not be provided.

**Article VIII  
Applicable Laws and Regulations**

**Section 801. Applicable Law**

This Agreement is incidental to the implementation of a Federal Program. Accordingly, this Agreement shall be governed by and construed according to Federal law as it may affect the rights, remedies, and obligations of the United States.

**Section 802. Governing Regulations**

See the MCA Section 802

**Section 803. Nondiscrimination**

See MCA Section 803

**Section 804. Lobbying**

See MCA Section 804

**Section 805. Drug-Free Work Place**

See MCA Section 805

**Section 806. Environmental Protection**

See MCA Section 806

**Section 807. Use of the United States Flag Carriers**

See MCA Section 807

**Section 808. Debarment and Suspension**

See MCA Section 808

**Section 809. Buy American Act**

See MCA Section 809

**Section 810. Uniform Relocation Assistance and Real Property Acquisition Policies**

See MCA Section 810

**Section 811. Copeland "Anti-Kickback" Act**

See MCA Section 811

**Section 812. Contract Work Hours and Safety Standards Act**

See MCA Section 812

**Section 813. Central Contractor Registration and Universal Identifier Requirements**

See MCA Section 813

**Section 814. Reporting Subawards and Executive Compensation**

See MCA Section 814

**Article IX  
Procurement**

**Section 901. Procurement Procedures Applicable to States**

See MCA Attachment A – 2 CFR Part 200 Award Provisions, Part 6, particularly Articles I and III

**Section 902. State Contract Flow-Down**

As specified in MCA Attachment A – 2 CFR Part 200 Award Provisions, Part 6, Article I §D, state contracts issued in support of the grantee's responsibilities pursuant to this agreement must conform to the requirements of Part 6, Article III.

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**Article X  
Property**

**Section 1001. Equipment**

See MCA Section 1001

**Section 1002. Operation Materials and Supplies**

See MCA Section 1002

**Article XI  
Legal Authority**

**Section 1101. Legal Authority**

The State represents and warrants that it is under no existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The State shall promptly notify NGB of any legal impediment that arises during the term of this Agreement that may prevent or hinder the State's fulfillment of its obligations under this Agreement.

**Section 1102. Opinion of Counsel**

Concurrent with its execution of this Agreement, the State shall furnish an opinion of counsel by the highest legal officer of the State, or his or her designee, that:

- a. The State has the requisite authority to enter into this Agreement;
- b. The State can make the warranty set forth in Section 1101;
- c. The State is empowered to assume the responsibilities and obligations the State proposes to undertake under this Agreement;
- d. The provisions of the Agreement intended to secure the interests of NGB are enforceable according to their terms;
- e. The execution of this Agreement has been duly authorized; and
- f. That the individual signing this Agreement on behalf of the State has the requisite legal authority to bind and obligate the State.



**Article XII**  
**Termination, Enforcement, Claims, Disputes Resolution, and Appeals**

**Section 1201. Termination**

This Agreement may be terminated by either party in accordance with the terms and conditions of 2 CFR §200.339 or as specified in Section 204 of this Agreement.

**Section 1202. Enforcement**

NGB may take such actions to enforce the terms of this CA as may be provided for in and under the terms specified in the MCA or 2 CFR §200.338.

**Section 1203. Claims, Disputes Resolution, and Appeals**

a. Any claim made by the State arising out of this CA shall be presented in writing to the Grants Officer. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Claims shall be made within 60 days after the basis of the claim is known or should have been known, whichever is earlier. It is the State's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the Grants Officer shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within 60 days of the date of the receipt of a claim. The determination shall be final unless appealed by the State pursuant to the provisions of this Section.

d. Alternative Dispute Resolution (ADR).

(1) Policy. It is NGB policy to resolve issues concerning Cooperative Agreements at the Grants Officer's level whenever possible. Grant Officers are encouraged to use ADR procedures to the maximum extent practicable.

(2) Procedures. If a State decides to appeal a Grants Officer's decision, the Grants Officer shall encourage the State to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the parties determine to employ them.

e. Appeals.

(1) Grant Appeal Authority. The CNGB shall designate a Grants Appeal Authority at the time of receipt of appeal.

(2) Right of Appeal. The State has the right to appeal a Grants Officer's decision to the Grant Appeal Authority.

f. Appeal Procedures.

(1) Notice of Appeal. The TAG may appeal a decision of the Grants Officer within 90 days of receiving that decision by filing a written notice of appeal to the Grant Appeal Authority and to the Grants Officer.

(2) Appeal File. Within 30 days of receiving the notice of appeal, the Grants Officer shall forward to the Grant Appeal Authority and the State, the appeal file which shall include copies of all documents relevant to the appeal.

(3) Decision. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate. Nothing in this Section is intended to limit a State's right to any remedy under the law.

**Article XIII  
Agreement Particulars**

The information below shall be recorded by the Grants Officer's Representative (GOR) for compliance with the reporting requirements of the DoD Assistance Award Action Report System (DAADS) and the Federal Funding Accountability and Transparency Act of 2006.

- |  |  |
|--|--|
| a) Grantee/Recipient Category:   | Government   |
| b) Grantee/Recipient Type:   | State Government                                   |
| c) Grantee/Recipient DUNS:   | 808883383  |
| d) Primary Place of Performance (if different from 'Issued To' on CA Modification Form): | Camp Murray, WA 98430-5170<br>(To include Zip + 4) |
| e) Grantee/Recipient County  | STATEWIDE<br>(Primary Place of Performance):       |
| f) Grantee/Recipient Congressional District  | District 3<br>(Primary Place of Performance)       |
| g) Major Agency:   | DOD  |
| h) Agency Code:  | 2100   |
| i) Funding Agency:   | Army   |
| j) Program Source Agency:  | 21   |
| k) Transaction Type:   | Cooperative Agreement                              |
| l) CFDA:   | 12.401   |
| m) CFDA Program Title:   | Operation and Maintenance,<br>Army National Guard  |
| n) Program Source Account-Funding:   | 2065   |
| o) Treasury Appropriation Code:  | 2065   |
| p) Award/Obligation/Action Date:   | 1 October 2019                                     |
| q) Starting Date:  | 1 October 2019                                     |
| r) Ending Date:  | 30 September 2020                                  |
| s) Record Type:  | Individual Action                                  |
| t) Fiscal Year/Quarter:  | _____/____   |
| u) Unique Federal Award Identification Number (FAIN)                                     | W912K3-20-1-4001                                   |
| v) Approved Budget Amount:   |  |
| w) R&D Award (Yes or No)   | NO   |
| x) Indirect Cost Rate or CPP Rate:   | \$243,255.00                                       |

National Guard  
Youth ChalleNGe  
Operational Instruction

ATTACHMENT 1

## National Guard Youth Challenge Operational Instruction

Section 1-1	General
Section 1-2	Reports
Section 1-3	Corrective Action
Section 1-4	Medical Care Costs
Section 1-5	Food Service Costs
Section 1-6	Allowable Cadet Support Costs
Section 1-7	Allowable Travel and Transportation Costs
Section 1-8	Allowable Supplies and Equipment
Section 1-9	Staffing
Section 1-10	OASD(RA) – Directed Staff Training and Special Projects
Section 1-11	Program Training Standard
Section 1-12	Hands-Off Leadership Guidance
Section 1-13	Serious Incident Report
Section 1-14	Residential Phase Execution
Section 1-15	Acclimation Period Guidance
Section 1-16	Zero Tolerance for Drugs
Section 1-17	Smoke-Free Work Place
Section 1-18	Pregnancy Testing
Section 1-19	Accommodation for Disability
Section 1-20	Tests of the Adult Basic Education (TABE) Testing
Section 1-21	Physical Fitness Program
Section 1-22	Post-Residential Action Plan (P-RAP)
Section 1-23	Residential Phase Performance Measurement
Section 1-24	Core Component Graduation Compliance
Section 1-25	Post-Residential Phase
Section 1-26	Models, Formats, Guides and Checklists

## NATIONAL GUARD YOUTH CHALLENGE OPERATIONAL INSTRUCTION

### Section 1-1. General

a. The ASD (Reserve Affairs) acting through the NGB coordinates the Program with the AmeriCorps' National Civilian Conservation Corps Program. This coordination shall be accomplished with the Boards of Directors and Executive Director of the Commission on National and Service to the Community and the Director of the Civilian Community Corps so as to ensure:

(1) The Programs are conducted in such a manner in relationship to each other that the public benefit of those Programs is maximized;

(2) To the maximum extent appropriate to meet the needs of the Program participants, persons who complete participation in the Program are eligible and apply to participate in the Civilian Community Corps under the AmeriCorps National Civilian Conservation Corps Program are accepted for participation in that Program; and

(3) The Programs are conducted simultaneously in competition with each other in the same immediate area of the United States only when the population of eligible participants in that area is sufficient to justify the simultaneous conduct of such Programs in that area.

b. The Secretary of Labor is authorized to enter into appropriate arrangements with the Secretary of Defense for the development of pilot projects at Job Corps Centers to prepare youth to qualify for military service. In the event that the Secretary of Labor and the Secretary of Defense agree that such pilot projects should be expanded into permanent Programs, the Secretary of Labor may establish such permanent Programs within the Job Corps, if the Secretary of Defense agrees:

(1) To provide 50% of the costs attributable to such permanent Programs; and

(2) To reimburse the Secretary of Labor for an additional amount if more than 50% of the enrollees in such Programs become members of the Armed Forces.

Such additional amount shall be equal to a percentage of such costs which is the percentage by which more than 50% of such enrollees become such members. In addition to the provision of funds, such reimbursement may include the provision of equipment, materials, transportation, technical assistance, or other assistance, as specified by the Secretary of Labor.

c. Regarding the Program, States shall not enter into any arrangements with the Department of Labor without first receiving written approval to do so from ASD (Reserve Affairs).

d. The NGB, in conjunction with an appropriate State official, ensures that the administration of the Program with respect to management of logistics, equipment, and facilities complies with applicable Federal and State statutes and regulatory guidance to include acquisition, property accountability and environmental protection. NG-J1-AY provides a Management Control Evaluation Checklist (Section 1-26.e.) for use by the Program Directors to assess their Program effectiveness and to ensure that management controls are in place.

### Section 1-2. Reports

a. Management Information System Reporting Requirements. To conduct a continuous Program evaluation, data must be collected at each Program site throughout all phases of each class. All data is to be collected and entered into the Program's data management information system. Data will be entered on a consistent and regular basis. Program Directors are responsible for ensuring the data is accurately collected, entered, and reported on schedule.

(1) Residential Phase data will be updated weekly by close of business (COB) each Monday for the previous week's activities. Reporting periods are from 0001 hours each Monday to 2400 hours each Sunday. The data for the first report for each class must be entered into the data management information system not later than COB on Monday following the first complete week of the Acclimation Period.

(2) Post-Residential Phase data will be updated monthly by COB on the 15<sup>th</sup> of each month. If the 15<sup>th</sup> is a holiday or weekend, the data is due the next workday. It is mandatory to update each Cadet's record every month, even if they are continuing in the same activity as the previous month. The data

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entry for the first month of a Post-Residential Phase must be completed not later than the 15<sup>th</sup> of the second month following each class graduation from the Residential Phase.

(3) NG-J1-AY will publish weekly reports to reflect the most recent data submitted by the Program sites on the current Residential classes. Monthly reports will be published to reflect most recent data entered on the active Post-Residential classes.

(4) Following completion of the Post-Residential Phase, all Cadet hard copy records may be stored with current class records, or they may be archived. Program documentation will be maintained for three years, or longer if required by State law, before being properly disposed.

b. Operational Evaluation Reports and Resource Management Review reports. NGYCP Operational Evaluation Reports and Resource Management Review reports will include Findings, Conclusions, Recommendations, and where appropriate Significant Findings. The terms are as follows:

(1) Findings. Findings are pertinent statements of fact. Operational Evaluation Reports and Resource Management Review findings shall emerge by a process of comparing documented requirements with quantitative data analysis from on-site documentation reviews, the data management information system and/or the budget management reporting system, and qualitative data analysis regarding observed activities at each Program as they relate to OSD and NGB directives and guidance. These findings may be both positive and negative.

(2) Conclusions. The evaluation team's assessment of the effects of the findings on the activities reviewed. Conclusions shall put the findings in perspective based upon the context within which the Program operates as well as the overall implications of the findings for the Program. The conclusions will stress the importance of the findings as they relate to the conduct of the Program, give a sense of completeness to the report, and provide the reader with an overall final impression of the Program being reviewed.

(3) Recommendations. Specific actions the evaluation team identifies as necessary to correct existing conditions or improve operations.

(4) Significant Findings. Conditions which, in the judgment of the evaluation team, could adversely affect the Cadets in the Program. Significant findings may include conditions dealing with irregularities, illegal acts, errors, inefficiencies, waste, ineffectiveness, conflicts of interest, and control weaknesses. Significant findings require a response by endorsement from the Program Director through the Adjutant General (TAG) within 30 days of receipt of the Operational Evaluation Report or Resource Management Review.

(5) Evaluation teams shall not only assess current operations and resource management activities, they shall also review findings from the previous year to determine whether corrective actions have been taken where warranted, and include these findings in each report.

### **Section 1-3. Corrective Action**

Failure of the State to provide data and reports to NG-J1-AY, at the prescribed intervals and in the prescribed format, may result in the withholding of Federal funds by the USPFO until the data and reports are submitted. Also, failure on the part of the State to comply with specific actions required by an NG-J1-AY assessment to bring the Program into compliance may result in a withholding of Federal funds by the USPFO until corrective action is taken.

### **Section 1-4. Medical Care Costs**

a. Allowable Medical Care Costs.

(1) Screening upon entry for drugs.

(2) Routine outpatient care is limited to emergency care and care for injuries occurring on-site, etc.

(3) Pregnancy testing.

(4) Entry physicals to include required tests (i.e. TB tests, pregnancy tests, etc.).

(5) Inpatient care is not authorized except in conjunction with an emergency condition.

(a) The Federal Employees Compensation Act (FECA) authorizes Program Cadets FECA coverage during the Residential Phase by recognizing them as Federal employees (GS-2) while in

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attendance in the Program. Injured Cadets must be processed through FECA when injuries are sustained as a result of participation in the Program. The FECA claims submission and coordination process is conducted within the State. The FECA Point of Contact (POC) is usually found in the Human Resource Office (HRO). Should you need help in coordinating with your FECA POC, you may contact NGB-HBR.

(b) Injured Cadets should be taken to a civilian medical facility for services. Cadets, unless they are military dependents, are not authorized care at military facilities and should only be taken to a military facility in cases of extreme emergency. If a military medical facility is available and the facility is the Cadet's primary medical facility, then military dependent Cadets must be taken to that facility for treatment, otherwise TRICARE will not pay the medical bill.

(6) Mental health services are limited to crisis intervention only, long term or rehabilitative care is not authorized.

(7) Random and scheduled drug testing.

(8) Medical supplies and equipment comparable to those authorized in a typical public school in the State.

(9) Immunizations to bring participant in compliance with Federal and State recommended standards.

(10) The State may be reimbursed for contract medical care provided by medical professionals. Continuing and/or ongoing treatments and medical care for chronic and/or pre-existing conditions is not considered a reimbursable expense in other than emergency situations. The NGYCP will provide the appropriate medical care within the capabilities of the Programs medical Staff.

b. Unallowable Medical Care Costs.

(1) Movement on aero medical evacuation aircraft, except in life threatening situations as determined by on site medical personnel.

(2) Routine health care services at a military medical treatment facility.

(3) Elective care of any kind.

## **Section 1-5. Food Service Costs**

a. The U.S. Department of Agriculture may provide food and equipment through the School Lunch Program as requested by the State. Costs for those items will be accounted for in the approved budget plan. Food may be provided at special events such as graduation, or off campus activities, as long as the food is for the Cadets and allowable Staff. Federal reimbursement of food is not authorized at open houses. Program evaluators may eat at the Program's dining facility as part of their evaluation process, to include assessing the quality and quantity of the food provided, and to have informal discussion with Cadets during meals.

(1) If the dining facility is operated by the State in a State-owned or leased/contracted dining facility, the following applies:

(a) The Program will reimburse the State for the cost of Cadet meals in accordance with the approved Program documentation. However, reimbursement to the State from the Federal Government for food services will not exceed \$20 per day per Cadet.

(b) Cadre and other Staff members with direct supervisory responsibility of Cadets during operational dining hours, or when meals are served, are authorized meals. The cost of meals for the Program Cadre and other Staff members with direct supervisory responsibilities of Cadets during operational dining hours are an allowable expense.

(c) Other Program personnel and official Program visitors who may be working at the installation, and because of proximity to restaurants, time constraints, etc., do not have a place or time to obtain food service during the course of their duty hours, may eat in the dining facility. All visitors and evaluators must pay for their meals. The funds are treated as Program income in accordance with NGR 5-1.

(2) If the Federal Government operates the dining facility, all of the rules of eating at Federal dining facilities apply. The State would be reimbursed only for the meals provided to Cadets. Cadre directly supervising Cadets would pay the fees required by the dining facility and would be reimbursed as part of their salary. Programs may reimburse Cadre from major budget categories other than the Staff category (Category A). All other individuals would have to obtain meals at other locations unless local rules

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authorize their use of the dining facility. If so, they eat at the dining facility and pay for their meals without reimbursement.

### **Section 1-6. Allowable Cadet Support Costs**

a. Reasonable costs incurred for public information and recruiting operations are allowable. Reimbursement shall not exceed \$ 30,000 per Program Fiscal Year (PFY).

b. The purchase of class/instructional materials as specified in the approved State Plan. These classroom materials will be used to assist Cadets in completing their Program core curriculum requirements. College or Vocational/Technical course costs, to include materials for those courses, are allowable costs and are subject to the Federal share/match.

c. Special field trips of an educational/cultural/enrichment nature are allowed. Reimbursement shall not exceed \$25 per Cadet within any given month whether for single or multiple field trips. Transportation costs are not included in field trip costs. Transportation costs associated with special field trips shall be charged to the budget transportation line item.

d. Programs that do not have clothes washers and dryers available are allowed laundry services for Cadets' laundry needs. Reimbursement shall not exceed \$10 per Cadet, per week. See Section 305.b.3.

e. Programs may provide a maximum of \$15 per week to Cadets as a weekly living allowance for personal expenses. Deductions from this amount may only be made for Cadet-specific payments (haircuts, personal supplies, repayment of damaged property, college application/entrance examinations, etc.). If a terminated Cadet has a remaining weekly living allowance balance from funds already issued, then that balance will be paid to the terminated Cadet upon departing the Program. If upon graduation, a Cadet has a remaining weekly living allowance balance from funds issued during the class cycle, then that balance will be paid to the Cadet. A weekly living allowance is not the same as a graduation allowance.

f. At the Adjutant General's discretion a Cadet graduation stipend of up to \$2,200 may be paid during the Post-Residential Phase. A graduation stipend may be used to facilitate Cadet success and ensure reporting accountability in the Post-Residential Phase, and to increase the number of prospective Cadets and successful Program graduates. Cadets must have successfully graduated from the Residential Phase of the Program and be in a positive placement position in the Post-Residential Phase to qualify for graduation stipend payments. The Cadet's mentor will be involved in the graduation stipend distribution process. Coordination among the RPM Coordinator, Case Manager, and Mentor must be established to ensure graduation stipend funds are used to support graduation objectives and the Cadet's Post-Residential goals and objectives. A Cadet graduation stipend is not the same as the weekly living allowance.

g. Costs for guest speakers not to exceed the daily wage rate of a GS-15. Per diem and lodging expenses not to exceed the Joint Travel Regulation allowances. Free guest speakers should be encouraged.

h. Using Program funds in support of Cadet Birthday parties is unauthorized.

i. Using Program funds in support of "family days" or similar functions is unauthorized.

### **Section 1-7. Allowable Travel and Transportation Costs**

a. Required travel, which includes but is not limited to NGB Program Director Workshops, NGB Program Staff Workshops, training classes, and other activity approved and funded by NG-J1-AY, will be reimbursed based on each State's reimbursement costs to the traveler; reimbursement shall not exceed the amount set forth in the Federal Joint Travel Regulation. Travel may not exceed the budgeted amount for travel approved by NG-J1-AY.

b. Reimbursement made to the State for the costs of required transportation for Cadets is subject to the Federal share/match requirement and shall not exceed the rate for State-leased vehicles. Reimbursement for insurance will depend upon the requirements of State law. Vehicles will be used for official NGYCP use only. Only NGYCP Staff members may operate leased vehicles, with the exception for non-Staff drivers for the purpose of driver's education for Cadets.



## Section 1-8. Allowable Supplies and Equipment

a. Reasonable supply requirements and consumable supplies necessary for the Program. The dollar limit for determining supply and supply consumables is fair market value.

(1) Each enrolled Cadet may be provided items that are necessary to participate in the Program and those items are set forth in the State Plan. Expenditures shall not exceed \$500 per Cadet.

(a) Graduating Cadets may be allowed to keep issued personal clothing items.

(b) Non-graduating Cadets will not be allowed to retain issued personal clothing items. Failure to return these items will result in the cost being withheld from the accrued allowance for expenses.

(2) The procurement of computers is an allowable expense. The procurement of stand-alone systems including cost of printers will not exceed the amount specified in the approved Budget Plan. Networks cannot exceed \$250,000 per system.

(3) The cost of NGYCP Staff (Cadre) uniforms not to exceed \$300 per person, per year. Staff uniforms may consist of ACUs, ABUs, BDUs or other standardized work apparel; T-shirts, polo shirts, or caps of a distinctive design or color; boots, or prescribed physical fitness attire. Uniform maintenance expense will be the Staff member's responsibility. Cadre and other Staff members receiving military issue or military clothing based upon their military membership are not eligible for reimbursement or clothing allowances from the Program.

(4) Rental costs for furnishings to make the facilities habitable for the Cadets are an allowable expense. Planned expenditures for furnishings will be included in the approved State Plan documentation.

Examples of items are, but are not limited to:

(a) Wall locker /Foot locker (1 per Cadet);

(b) Dressers (1 per Cadet);

(c) Bed (1 per Cadet);

(d) Day room recreational items (per 25 Cadets);

(e) Chair & Desk;

(f) Television set;

(g) Pool table with accessories;

(h) Ping-pong table with accessories;

(i) Sports equipment.

(5) Other Direct Costs attributable to NGYCP may be allowable in accordance with the approved State Plan.

## Section 1-9. Staffing

a. Personnel costs shall not exceed 80% of the total annual funding level. State Programs may select any combination of positions authorized by the Staffing Model at their level of organization (graduating targets of 75, 100, 125, 150, 175, 200, or 400), recognizing that they may not exceed the approved GS level or the 80% cap. The Federal Government will reimburse the State for the allowable, allocable and reasonable costs of Staffing the Program, to include allowable State benefits. Staff will be paid by the State. Base wages shall be in accordance with similar positions within the State Government, but shall not exceed the specified Staffing Model, GS level, Step10 as appropriate. Cost of Living Allowance (COLA) may be added to the GS level, Step 10, as locally applicable. Federal Program funds and minimum State matching funds may not be used to fund increased salary levels above those authorized in the Staffing Model. All salary payments to Program Staff above approved salary levels must be paid with State discretionary funds. The State must annually certify that the benefit packages in the budget do not exceed the minimum required by statute for State employees. Benefits as authorized may not include indirect costs, employee contributions, and levels of employer contributions differing from those paid for all State employees. These salary guidelines apply for State Active Duty (SAD) and State civilian employees. State contract employees shall not exceed the specified Staffing Model, GS level, Step10 as appropriate. Requests for exception to this policy must be fully justified and certified by the State Department of Labor or appropriate personnel office, and transmitted by the Adjutant General through the USPFO to NG-J1-AY.

b. Staff structure for the Program is provided in Section 1-26.a. The Program Staffing Model addresses

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graduation target ranging from 75 to 400 Cadets per class. Staffing is required to be in full time direct support of the Program mission and requirements. Program Staffing will not be diverted to other Programs and/or missions other than the Program. Programs operating below the graduation target number of 75 Cadets per class, or graduation target number of 150 Cadets per year, will be placed on probation for the following two classes. If performance metrics are not improved to meet the 75 Cadets graduation target per class, or 150 Cadets per year, NGB may terminate a Program if performance metrics remain below the minimum standards. Programs producing below 75 graduates per class, or 150 graduates per year, are not cost effective.

c. Personnel filling positions must perform the stated job function. Temporary hires are not to exceed six months of employment. Temporary hires filling the positions of deployed military member positions will not exceed the period of deployment, to include the military members leave upon returning from deployment.

(1) The ratio of classroom instructors to Cadets is 1:20 (graduation target/20, rounded up, including Lead Instructor).

(2) The ratio of counselors to Cadets is 1:30 (graduation target/30, rounded up, not including Lead Counselor).

(3) The ratio of case managers to Cadets is 1:40 (2.5 x graduation target/40, rounded up).

(4) The ratio of Cadre team leaders to Cadets is 1:25 (5.5 x graduation target/25, rounded up).

d. Programs may not use direct hire, contract or temporary hire personnel, except during the Acclimation Period, to fill any Cadre positions without slotting them against the Staffing Model in the Operations/Cadre Staff Section. Personnel functioning as support Staff in any way may not be slotted against a Cadre Staffing position.

e. Program graduates, who have successfully completed the initial 22-week Residential Phase of the Program and have exhibited the qualities of a role model, may be appointed a Peer Mentor by the Program. A ratio of one Peer Mentor for each graduating target of 50 Cadets is authorized. Peer mentors may attend only one subsequent 22-week Residential. During their 22-week Peer Mentor cycle, participants may be granted special living allowance, not to exceed \$2,200 for the entire cycle. This living allowance may be granted weekly. In addition, Peer Mentors will not assume responsibilities or be used in lieu of any Staff member and will be held accountable to the same rules and regulations as other Cadets.

f. On a monthly basis, Programs are required to review Staff information including hires, terminations, position changes, and other pertinent information and update the data management information system.

g. Program Leadership and Staff Professional Development: Leadership and Staff professional development is to equip leaders and Staff with the skills, knowledge, and networks necessary to intervene in and reclaim the lives of at-risk youth and to produce responsible and productive citizens. The professional development of Program leaders is critical to the long-term success of individual Programs and the Program nationwide.

(1) Senior leadership training opportunities are designed specifically for Program Directors and attendance at such training is mandatory.

(a) The Program Director Workshop provides opportunities for Directors to network, gain new insights, develop strategies, and innovate. These workshops are significant events with the potential for long-term impact on Programs nationwide. Attendance is mandatory for Summer Program Directors Workshop. The Annual Program Workshop is conducted in Washington DC, and is also mandatory for all Program Directors and lead Staff identified at the beginning of the training year by NGB.

(b) A New Directors' Workshop is conducted annually and attendance is mandatory for Program Directors' new to their post within the previous twelve months of the workshop offering.

(c) The National Guard Bureau, on occasion, may require a Program Director's attendance at other high-level events that further the national strategic initiatives of the Program, such as summits, focus groups, and conferences. In all cases, NGB will strive to provide at least sixty (60) days' notice prior to the event. When requested by NGB, attendance is considered mandatory for those identified participants.

(2) All Program Staff (Cadre, RPM, instructors, supervisors, etc.) are required to attend the Basic Course and appropriate function-specific professional development training. The training is designed to

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minimize the risk of serving youth in need, to receive ongoing Program guidance from NGB, and to learn best practices aimed at improving each Program and the services provided to each youth. Program Staff must be able to fully articulate and implement the quasi-military educational model and understand that sometimes subtle, but very important differences between working with at-risk youth and training military leaders in a time of war. Program is NOT a "boot camp" or basic training drill instruction for young soldiers, airmen; etc. In the hands of people who are not trained to understand these subtleties, the risk to the Program, as well as to the young people we aim to serve, can be greatly increased.

(3) Failure to provide professional development training opportunities for Program Directors/Staff will result in a significant finding during operational site visits/evaluations and will jeopardize future Program funding until the situation is corrected.

(4) OSD-RA will continue to provide travel funding for all course offerings, subject to the availability of funds.

### **Section 1-10. OASD(RA)-Directed Staff Training and Special Projects**

a. It is the intent of National Guard Bureau to standardize the training of all Program Staff members. This training is a Federal responsibility over and above the requirements of the states. The National Guard Bureau provides this training via a contractor. A National Guard Bureau contracted Course Catalog published each year lists the workshops, summits and courses that qualify for 100% Federal funding for this training.

b. The OASD(RA) may on occasion direct that special projects, hereinafter referred to as "ChalleNGe Special Projects", be carried out on behalf of the Program. These special projects are a Federal responsibility over and above the requirements of the states. These special projects as directed by OASD(RA) qualify for 100% Federal funding.

c. OASD(RA) provides the National Guard Bureau with funds for the sole purpose of training Program Staff members at the National ChalleNGe Institute scheduled events and conducting special projects on behalf of the Program. These Federal funds are part of this Agreement and are designated at 100% Federal share.

d. The State shall:

- (1) Follow the course funding and registration procedures published by NG-J1-AY;
- (2) Request reimbursement for expenses incurred and associated with this Agreement; and
- (3) Ensure Program Directors and required Staff/Cadets attend semi-annual workshops as requested and funded by NGB. Program Directors and Staff shall attend OASD(RA)-funded Staff training in the form of workshops, seminars, classes, and formal training sessions to acquire needed skills and knowledge of total Program leadership and management.

e. NGB shall:

- (1) Provide 100% funding to the States for the expenses incurred and associated with this section of the Agreement; and
- (2) Annually publish a National ChalleNGe Institute course catalog listing the workshops, summits and courses that qualify for the 100% Federal funding. OASD(RA) will, on occasion, provide 100% funding on Special Project needs.

### **Section 1-11. Program Training Standard**

a. NG-J1-AY is responsible for establishing the Program Training Standard. Programs shall use the mandated Program Training Guide to assess their T-level between 1 (fully trained) and 4 (untrained).

b. The process for the NGYCP Training Calculation is as follows:

- (1) A Program Staff member is required to attend a:
  - (a) Basic Course one time within a year of hire.
  - (b) Function-Specific Course within the first two years of hire and once again each three calendar years.

For example, if a Staff member is hired in July 2010, he or she will attend the Basic Course by the end of June 2011 and the Function-Specific Course by June 2012. The next required training for that Staff

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member would be the appropriate Function-Specific Course by June 2015.

- (2) Program Staff who are in supervisory positions will attend a:
  - (a) Basic Course one time within 12 months of hire.
  - (b) Function-Specific Course within 24 months of hire.
  - (c) Supervisors Course within 12 months of assuming the supervisory position.
  - (d) Function-Specific Course and Supervisors Course once within 36 months of previous attendance.

For example, if a Staff member attends his or her Function-Specific Course in July 2010 and becomes a supervisor in January 2011, he or she will attend the Supervisors Course by January 2012. The Staff member will attend his or her Function-Specific Course again by January 2012 and the Supervisors Course again by January 2015.

(3) Determining Program training status is based upon the Staff members who are fully trained, i.e. they have attended the following:

- (a) Basic Course.
- (b) Function-Specific Course once within the previous 36 months.
- (c) And, if necessary, the Supervisors Course once within the past 36 months.

(4) Calculation of Program Training Level:

(a) Calculate the Basic Course Percentage (Tb) by dividing the number of Staff members who have successfully completed the Basic Course by the number of assigned members and then multiply by 100. [Tb = (42 / 45 X 100 = 93.3%).

(b) Calculate the Course Percentage for each of the Function-Specific Course categories.

1. For course categories with fewer than ten required members, use Table 1 to determine the Functional Course Percentage.
2. For course categories with ten or more required members, calculate the Course Percentage by dividing the number of Staff members who are required to attend the course and who have successfully completed that particular Course by the number of assigned members requiring that specific course and then multiplying by 100 [Fc = ( 18 / 22 ) X 100 = 81.8%].

(c) The Function-Specific Course Percentage (Tf) will be the lowest of the six Functional Course Percentages (Fc, Fk, Fr, Fe, Fp, Fs).

(d) A Program's Training Percentage will be lower of the Tb and Tf when compared.

(e) A Program's Training Level (T-Level) will be determined by the Training Level Chart, Table 2 below.

1. Basic Course Percentage (Tb);
2. Function-Specific Course Percentage (Tf);
3. Cadre Course Percentage (Fc);
4. Counselors Course Percentage (Fk);
5. Recruiters Course Percentage (Fr);
6. Educators Course Percentage (Fe);
7. Post-Residential Course Percentage (Fp);
8. Supervisors Course Percentage (Fs);

**Table 1**

<b>Trained/Assigned</b>	<b>9</b>	<b>8</b>	<b>7</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>9</b>	100								
<b>8</b>	90	100							
<b>7</b>	86	90	100						
<b>6</b>	80	86	86	100					
<b>5</b>	76	80	80	86	100				
<b>4</b>	70	76	76	80	80	100			
<b>3</b>	44	70	70	70	70	80	100		
<b>2</b>	33	45	55	59	60	70	80	100	
<b>1</b>	22	27	33	37	40	50	60	70	100
<b>0</b>	0	0	0	0	0	0	0	0	0

**Table 2**

<b>Training Percentage</b>	<b>Training T-Level</b>	<b>Resulting In</b>
85 to 100	T-1	Exceeds the Standard (Green)
70 to 84	T-2	Meets the Standard (Yellow)
55 to 69	T-3	OE Finding (Orange)
0 to 54	T-4	OE Significant Finding (Red)

**Section 1-12. Hands-Off Leadership Guidance**

- a. The Program is a “Hands-Off Leadership” Program.
- b. Hands-Off Leadership means that no Staff member may touch a Cadet or use abusive language as a means of coercive leadership. If a Staff member has to resort to shoving, pushing, or swearing to lead Cadets, he or she has already failed.
- c. When the occasion calls for a Staff member to adjust a uniform or touch a Cadet to teach a skill, the Staff member will professionally ask “May I correct your uniform?” or “May I help you get a better grip on your rappel rope on your uniform?”. This is good guidance when working with youth and an excellent example of civility and courtesy for the Cadet.
- d. This guidance is not intended to conflict with, but in fact complements, Non-Violent Crisis Intervention Training. Likewise, it does not in any way infer that a Staff member cannot defend themselves against an out of control Cadet, nor meant to interfere with any instance where a Staff member may need to react physically and/or quickly to ensure the safety of Cadets or others.
- e. Hands-Off Leadership also prohibits Staff members from using unprofessional language, including profanity, vulgarity or off-color jokes when interacting with, correcting, or motivating Cadets. This includes joking and horseplay that is easily carried too far. The litmus test is this: If you would not want the language being used by your Staff toward your Cadets to appear on public media and/or broadcasts, it should not be used. The uncompromising standard for behavior and language on the part of Staff is nothing less than complete transparency and total professionalism.
- f. All reports of an alleged violation of Hands-Off Leadership by a Program Staff member shall be impartially investigated and facts gathered under the direction of senior Staff. This shall be appropriately documented and forwarded to the Program Director for action.

**Section 1-13. Serious Incident Report**

The health and well-being of all Program participants and Staff is of utmost importance to NGB. Accordingly, any occurrence of a serious nature, including bodily harm requiring professional medical treatment, police intervention for any activities, or issues that would bring media attention (i.e., riot, etc.), requires the completion and dispatch via email of a Serious Incident Report (SIR) form to the Chief, NG-J1-AY. The SIR format is at Section 1-26.b. Death or critical injury to a Staff member or a Cadet requires an immediate telephonic report to NG-J1-AY with a follow-up email using the SIR form. Program Directors are required to provide NG-J1-AY continuous updates as the incident develops.

**Section 1-14. Residential Phase Execution**

- a. Program Length. The Residential Phase includes the Acclamation Period and is 22 weeks in length. Weeks are numbered 1 through 22 beginning with Week 1 of the Acclamation Period. When class start and end dates are entered into the information management system, they should span a minimum of 154 days. When pass days are calculated, the minimum total number of days per cycle will be 147. Passes are limited to a total of 7 days. Programs may allow Cadets offsite for medical appointments, family emergencies, employment or educational enrollment/interviews to include college, technical/vocational training, high school, or related activities such as Job Corps, etc. and count these days toward the minimum 147 class session days. However for activities such as these, the activities will be addressed in

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detail in the State Plan.

b. Early Release. Under certain circumstances early release of Cadets from the Residential Phase may be beneficial to achieve their long-term goals. Cadet early release is authorized ONLY after Residential Phase Week 18 and ONLY if the following criteria are met:

- (1) All eight core components have been successfully completed;
- (2) Cadet is matched with a mentor;
- (3) A completed Post-Residential Action Plan;
- (4) To engage in one of the following time-sensitive opportunities:
  - (a) Entry into a post-secondary institution of learning;
  - (b) Employment (full-time only);
  - (c) Military enlistment;
  - (d) Return to high school.

(5) Directors will prepare a memorandum for record stating the circumstances justifying an early release and validate that the conditions outlined above have been met. Information on Cadets participating in an early release will be documented in the "Notes" field of the data management information system under the Cadets personal information.

### **Section 1-15. Acclimation Period Guidance**

a. All Programs will conduct an Acclimation Period that will consist of two consecutive weeks and not less than eleven days. The Acclimation Period is included in and is a part of the Residential Phase. The objective of the Acclimation Period is to subject Program Cadets to physical, leadership, and mental challenges designed to assist and prepare Cadets to successfully complete the Program Residential Phase.

(1) Daily schedule. Not later than 0600 hours wake-up, not later than 2200 hours lights out. Sleep hours will be uninterrupted. All non-sleep and weekend hours will be organized with some type of activity.

(2) Activities involving Service to the Community and conservation projects will not be conducted during the Acclimation Period.

(3) Physical Fitness Training. Daily physical fitness training will be conducted. Included in the daily physical fitness regimen will be an introduction to the five required components of The President's Physical Fitness Program (see Section 1-21).

(4) Daily Assessment. Each prospective Cadet will be assessed daily by the team leader/assistant team leader. The assessment will determine:

- (a) Ability to handle stress and Program structure;
- (b) Propensity for gang activity and/or bullying activity, either as a victim or an inflictor;
- (c) Desire to succeed and complete the Program Residential Phase.

(5) Environment. Conducted and framed within the context of a caring, disciplined, tough-love atmosphere. The Acclimation Period is not designed to force prospective Cadets out of the Program, but rather allow them to demonstrate their potential for participation in the Program. At no time will Cadets be subjected to harassment or the performance of demeaning tasks.

(6) Activities. During the two-week Acclimation period, the Program will be a regimen consisting of a 16-hour day. Cadets will participate in the following types of activities:

- (a) Close order drill and ceremonies;
- (b) Military customs and courtesies;
- (c) Leadership/followership practicum;
- (d) Development/imposition of an honor code/code of conduct for use as a contract between

Cadets, parents/guardians, and Program Staff.

- (e) Other activities that contribute to their adjustment to the Program environment.

(7) Outcome. At the end of the two-week Acclimation Period, the Program Staff will assess each Cadet's performance and ability to continue in the Residential Phase.

(8) Backfilling of Cadets is not authorized after the conclusion of week one of the Acclimation Period. All Cadets must participate in at least one week (7 days) of Acclimation Period activities. Each Program should take into consideration its physical capacity limitations, calculate the necessary number of

prospective Cadets for the Acclimation Period that will result in the Program meeting its graduation target. The Acclimation Period pool of prospective Cadets will be sufficient to select enough qualified Cadets to equal your Program's Cadet Graduation target plus your Program's historical attrition rate over the 22-week Residential Period.

**Section 1-16. Zero Tolerance for Drugs**

a. Each Program shall comply with the DoD/NGB Drug-Free policy for all participants. All drug testing will use the Substance Abuse and Mental Health Services Administration of the US Department of Health and Human Services (SAMHSA) standard for baseline screening. A positive drug screen/test shall result in an immediate dismissal. Each Program Director shall determine the frequency of random drug screening testing during the Residential Phase. The enforcement of this policy is based on the proper administration of the Required Initial Drug Test (Screening Tests), the optional Confirmatory Drug Test, and the For-Cause and Reasonable-Suspicion drug testing during the Residential Phase.

b. In order to implement Section 805 (Drug-Free Work Place) of the Agreement, the following standards and procedures are implemented:

(1) Required Initial Drug Tests (screening tests) must be conducted within the first 40 days of the Residential Phase.

(2) Programs will inform NG-J1-AY of the time frame when the Initial Drug Testing will be conducted (i.e. End of Acclimation Period, week #5, first weekend pass, etc.). The timeframe will be stated in each Program's State Plan (Drug Test SOP).

(3) All Required Initial, For-Cause and Reasonable-Suspicion drug testing products will be urine-based strip tests.

(4) All drug testing determinations will comply with the SAMHSA concentration cut-off standards.

(5) All drug test results will be entered into the data management reporting system. The data management information system is designed to allow only the designated medical Staff and the Director to have access to these data.

(6) A positive Required Initial Drug Test (Screening Test) shall result in immediate dismissal. The only exception is when an optional Confirmatory Drug Test is administered, in which case retention is dependent upon receiving negative test results. Positive results on any optional Confirmatory Drug Test, or For-cause or Reasonable-Suspicion drug tests shall result in immediate dismissal.

c. Required Initial Drug Testing (Screening Test) Minimums: All Programs will drug test all candidates/Cadets using a Required Initial Drug Test that identifies the following drugs and specified cut-off concentrations.

<b>Drug</b>	<b>Cut-Off Concentrations (ng/ml)</b>
Marijuana Metabolites	50
Cocaine Metabolites	300
Phencyclidine	25
Amphetamines	1,000
Opiate Metabolites	2,000

d. Programs may test for additional drugs beyond the above designated five at their discretion. Drug Tests administered prior to registration in the Residential Phase do not qualify as the Required Initial Drug Tests (Screening Tests).

e. Optional Confirmatory Drug Testing. Optional Confirmatory Drug Testing is not an NGB requirement. If an applicant or his or her parents/guardian wishes to challenge the results of the Required Initial Drug Test (Screening test) a Program may afford an Optional Confirmatory Drug Test opportunity as the applicants/parents expense. The Optional Confirmatory Drug Test must utilize a more sensitive test that identifies the following drugs and specific cut-off concentrations:

Drug	Cut-Off Concentration (ng/ml)	Notes
Marijuana	15	Delta-9tetrahydrocannabinol-9-carboxylic acid
Cocaine Metabolites	150	Benzoylecognine
Phencyclidine	26	
<b>Amphetamines:</b>		
Amphetamine	500	
Methamphetamine	500	Test for 6-AM when morphine concentration exceeds 2,000 nanograms per milliliter
<b>Opiates:</b>		
Morphine	2,000	
Codeine	2,000	
6-Acetyl Morphine	10	

f. Candidates/Cadets awaiting the results of an Optional Confirmatory Drug Test may remain at the Program in a Registered/Enrolled status pending the outcome of the Optional Confirmatory Drug Test.

g. Random Drug Testing. To reinforce the Programs' commitment to a zero tolerance for drugs, Program Directors may, at their discretion, conduct Random Drug Testing. The testing product for Random Drug Testing will meet the Required Initial Drug Test (Screening Test) requirements.

h. For-Cause Drug Testing. Each Program Director shall determine the circumstances warranting For-Cause Drug Testing during the entire Program Residential Phase period and identify these circumstances in their individual Program drug policy. At a minimum, Cadets who show obvious signs of being under the influence of drugs will be tested using a testing product meeting the Required Initial Drug Test (Screening Test) requirements.

i. Reasonable-Suspicion Drug Testing. Program Directors may administer Reasonable-Suspicion drug tests for any Cadet who has been out of the control of Program personnel for a period of time as designated in their individual Program drug policy. The testing product for Reasonable-Suspicion Drug Testing will meet the Required Initial Drug Test (Screening Test) requirements.

j. Prescribed Medications. Cadets who are taking prescribed medications that cause a positive drug test result in any drug testing event will be assessed to determine if the prescription drug is the sole factor in the positive test result. If this is the case, the Cadet may be retained at the Directors' discretion.

k. Program-Level Guidance. Each Program shall prepare and publish an SOP reflecting the procedures contained herein and outlining implementing guidance and operational requirements at the Program level to ensure zero tolerance for drugs across the Program.

**Section 1-17. Smoke-Free Workplace**

a. Programs are intended to be smoke-free environments.

(1) Program Staff members are discouraged from using tobacco products and shall not consume them in the vicinity or view of Candidates/Cadets. All visitors to the Program will comply with this policy. Designated smoking areas are encouraged for Staff and visitors that meet the intent of this policy.

(2) Program Candidates/Cadets: The use of any smoke or smokeless tobacco product is prohibited and also includes possession or any smoking paraphernalia. Candidate/Cadet violations shall be handled through the Program disciplinary system.

**Section 1-18. Pregnancy Testing**

Pregnancy testing as part of the screening and selection process for Program participation is construed as discriminatory and should not be done in this context. Pregnancy testing should be voluntary unless



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mandated by State law or is necessary for health reasons (i.e. inoculations). Those Cadets concerned about their health and the health of an unborn child may volunteer for a pregnancy test. Cadets who test positive should consult a physician for prenatal care and advice as to restrictions in physical activity. Program physical fitness Programs will make reasonable accommodations based on the advice of the Medical Staff.

### **Section 1-19. Accommodation for Disability**

Programs must make reasonable accommodations for individuals with physical and other disabilities.

### **Section 1-20. Tests of the Adult Basic Education (TABE) Testing**

a. To conduct the Program evaluation of Cadets' grade level progress, standardized data must be collected from each Program site. The TABE will serve as the standard for determining academic grade level progress. Program Directors are responsible for ensuring tests are performed to standard, on schedule, and recorded in an accurate manner.

(1) Programs will use the Survey as the minimum standard of measure for the purpose of measuring academic improvement. The Complete Battery may be used if the Director so desires.

(2) TABE Forms 9/10 are the standard for the Program. Programs will administer corollary forms for Pre-TABE and Post-TABE, i.e. if TABE Form 9 is used for the Pre-TABE, the TABE Form 10 will be used for the Post-TABE. If using the Complete Battery, the level of the test (L, E, D, A) will be determined using the TABE.

(a) Locator. The Locator Test will be administered prior to the diagnostic test and may be administered prior to the Final Test for measured growth. The Locator Test may also be used with the Survey, but is not required.

(3) Test scale scores and grade equivalent scores for ALL subjects on the Survey or the Complete Battery will be recorded in the management information system. The Pre-TABE will be administered and scores recorded in the management information system not later than Week 4 of the Residential Phase. The scores on this test will determine the Cadet's entry grade level. The Post-TABE will be used to determine the Cadet's departing grade level. The test will be administered and results entered into the management information system anytime after classroom requirements for GED studies have been met and prior to graduation from the Residential Phase.

### **Section 1-21. Physical Fitness Program**

a. The physical fitness program is based on The President's Challenge, a physical fitness testing program of the President's Council on Physical Fitness and Sports. Program Directors will incorporate the fitness Program into their respective Programs. The Physical Fitness test will be conducted throughout the Residential Phase. Enough time will be allowed for the processing and presentation of the respective physical fitness awards while the Cadets are still enrolled in the Residential Phase.

(1) The Program consists of five required components of physical fitness. These include:

(a) Curl-ups for abdominal strength and endurance (alternate event: Partial Curl-ups);

(b) Shuttle run for body coordination (no alternate event);

(c) One-mile run/walk for circulatory/respiratory endurance (no alternate event);

(d) Pull-ups for upper body strength and endurance (alternate events: Right Angle Push Ups; Flexed-Arm Hang);

(e) The V-sit and reach for muscular flexibility (alternate event: Sit and Reach).

(2) The three individual awards listed below, along with the long-standing State Champion Award for schools that qualify the highest percentage of Cadets for the President Physical Fitness Award (PPFA), are awards of the President's Council on Physical Fitness and Sports and bear the signature of the President of the United States. Cadets through age 17 are eligible to participate. Awards offered include:

(a) PPFA recognizes those with an outstanding level of physical fitness;

(b) National Physical Fitness Award (NPFA) for those achieving a basic, yet challenging level of

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physical fitness;

(c) Participant Physical Fitness Award, for those whose scores fall below the 50<sup>th</sup> percentile on one or more of the test items.

(3) For Cadets 18 and 19 years of age, awards offered include the (scoring standards for these awards are the same as the standards for 17 year-old participants):

(a) Challenge National Guard Youth ChalleNGe Program Physical Fitness Expert Award recognizes those with an outstanding level of physical fitness;

(b) Challenge National Guard Youth ChalleNGe Program Physical Fitness Master Award for those achieving a basic, yet challenging level of physical fitness;

(c) Challenge National Guard Youth ChalleNGe Program Physical Fitness Leader Award for those whose scores fall below the 50<sup>th</sup> percentile on one or more of the test items.

### **Section 1-22. Post-Residential Action Plan (P-RAP)**

a. The P-RAP is defined as a dynamic, written plan created by each Cadet through an integrated process that provides a bridge to his or her future, and shall be accomplished in such a way as to ensure ownership by the Cadet while serving to train them in goal-setting and daily planning skills.

b. To facilitate consistency and standardization of the P-RAP process across all Programs an automated P-RAP will be included in the management information system. A paper plan shall be submitted until the automated P-RAP is fielded. A template for the P-RAP can be downloaded from the management information system website.

c. The P-RAP shall:

(1) Be the tool used by Cadets to identify and achieve early and more durable placement;

(2) Provide focus for mentoring relationships, and increase mentor responsibility for managing Post-Residential interface with their Cadets;

(3) Increase Cadet Post-Residential accountability.

d. The P-RAP process must begin by the end of Week 3 of the Residential Phase. It will be completed and continually updated during the Residential Phase based upon the development of each Cadet. A copy of the P-RAP will be provided to the mentor prior to completion of the Residential Phase and the mentors will be encouraged to utilize the document as they interact with Cadets during the Post-Residential Phase.

e. Post-Residential Staff will utilize the P-RAP to monitor placement activities and work with Cadets in the Post-Residential Phase.

### **Section 1-23. Residential Phase Performance Measurement**

The management information system is the official repository for each Cadet's personal core component attainment data. Data for each core component (academic excellence, physical fitness, job skills, service to the community, health and hygiene, responsible citizenship, leadership/followership, and life-coping skills) will be maintained for each Cadet. Each component has one or more tasks with corresponding conditions that must be applied and standards that must be met in order to successfully complete that component. Cadets must demonstrate proficiency resulting in a rating of "GO" (pass) or complete a written test or evaluated task resulting in a score of 80% or higher in order to successfully complete each task and subsequently each component. Cadet data reflecting core component performance will be entered into the management information system as tasks are completed. A Core Components Performance Summary Report, may be utilized at any time to assist in managing Cadet success. Tasks, Conditions, and Standards all core components may be found in Section 1-26.c.

### **Section 1-24. Core Component Graduation Compliance**

a. A Certificate of Completion will be awarded to Cadet's who:

(1) Meet all Program standards for graduation;

(2) Successfully complete each Core Component task to the specified standard in the Core Component Performance Measurement Guide Section 1-26.c.; and/or

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(3) Have a waiver issued by the Director.

*b.* Cadets who receive a Certificate of Completion will graduate and their activities monitored and recorded during the Post-Residential Phase.

*c.* Directors will define conditions for successful completion of each Core Component task and sub-task in appropriate Program documentation (curriculum, SOPs, etc.) in accordance with the NGYCP.

(1) Cadets must achieve a minimum of 80% on tests for task standards that require tests.

(2) Tests assessing more than one task must demonstrate that the test material is relevant for all tasks being assessed.

(3) Standards for tasks that require GO/NO GO determinations must have established criteria identified as checklists or other assessment documentation.

*d.* Directors may grant a Waiver of Performance and award a Certificate of Completion if they believe a Cadet is otherwise fully qualified to be graduated from the Residential Phase, and if:

(1) A Cadet is unable to perform Task 3 in Leadership/Followership, or is unable to meet the Physical Fitness standards in a primary or alternate test event(s) as defined in the President's Challenge for the President's Council on Physical Fitness and Sports due to:

(a) Natural Inability. If the Cadet's efforts have been assessed and it is determined that he or she has little natural ability and is making every effort to succeed.

(b) Permanent Injury. If the Program accepts a candidate/Cadet who is permanently injured (disabled), and the Program has made reasonable accommodations (under the provisions of DoDI 1025.8, Para E2.1.18).

(c) Temporary Injury. If a Cadet is temporarily injured and cannot perform a particular test, event(s), or an approved alternate event(s). The Director may use a Cadet's demonstrated past performance in a particular event as evidence of performance ability. This must be documented in a Memorandum of Record.

(2) A Cadet failed to demonstrate growth in the Total Battery Scale Score on the TABE for Academic Excellent.

*e.* Waivers granted under paragraph *d.* above, will be in the form of a Memorandum for Record stating the specific circumstances forming the basis for the Director's waiver. Waiver memoranda will be maintained as part of a Cadet's formal Program record.

*f.* For any Cadet who fails to successfully meet all performance standards for more than one Core Component and for whom the Director believes is otherwise fully qualified, a Director must request a waiver from NG-J1-AY.

*g.* A Certificate of Attendance may be awarded to Cadets who:

(1) Fail to meet Program standards; or

(2) Fail to successfully complete one or more of the tasks for any of the Eight Core Components; and

(3) Have no waivers issued by the Director.

*h.* Participation in graduation activities by Cadets awarded a Certificate of Attendance will be at the Director's discretion.

*i.* Cadets awarded a Certificate of Attendance will be terminated on the graduation date and will not be counted in the graduation numbers.

(1) The date of termination will be recorded in the management information system.

*j.* Cadets awarded a Certificate of Attendance are not required to participate in the Post-Residential Phase.

## **Section 1-25. Post-Residential Phase**

*a.* The Program Post-Residential Phase will be executed in accordance with the National Guard Youth Challenge Program Post-Residential Phase Operations Manual, Current Edition. This document provides guidance on how to effectively execute the Program's Post-Residential Phase. The one-year Post-Residential Phase begins immediately following completion of the 22-week Residential Phase. Although Cadets leave the Program site, they all remain active participants in the Program for the duration of this Phase.

*b.* Mentors will not be matched with more than one Cadet in the same class. Directors may make

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exceptions as required to ensure each graduating Cadet is placed in an effective mentoring relationship. Any exception must be signed by the Director and noted in the case file.

c. Mentor training will be conducted using the National Guard Youth ChalleNGe Program Mentorship Curriculum. Curriculum may be customized only where allowable, but not replaced with other Program orientation material. Prior to a match, all prospective mentors must be screened and complete the Mentor Basic Training Course. By the end of Week 13 of the Residential Phase the cadets will be matched to their screened and trained mentors. The Mentor Advanced Training course is optional.

(1) Cadet/Mentee training will be conducted using National Guard Youth ChalleNGe Program Mentorship Training Curriculum. The pre-match component of the curriculum is a requirement for all Mentees prior to the match. Curriculum may be customized only where allowable, but not replaced with other Program orientation material.

**Section 1-26. Models, Formats, Guides and Checklists**

**a. Program Staffing Model and Program Staffing Model Notes.**

Authorized Staffing By Graduation Target	75 – 3 PLT. Only	100	125	150	175	200	400
Staffing Positions							
Support Staff (1), (2), (3)	Funded	Funded	Funded	Funded	Funded	Funded	Funded
State Program Director (18) GS14/15	0	0	0	0	0	0	0
Sr. Program Director (14) GS14	0	0	0	0	0	0	1
Program Director (14) GS13/14	1/GS12	1	1	1	1	1	1
Secretary, GS6	1/GS5	1	1	1	1	1	1
Deputy Director, GS12	1/GS10	1	1	1	1	1	1
Program Coordinator, GS10	1/GS9	1	1	1	1	1	1
Lead Instructor, GS10	1/GS9	1	1	1	1	1	1
Instructor (4), GS9	4/GS8	5	7	8	9	10	20
Lead Counselor, GS10	1/GS9	1	1	1	1	1	1
Counselor (5), GS9	3/GS8	3	5	6	6	7	13
Placement/Mentor (R/P/M) Coordinator, GS10	1/GS9	1	1	1	1	1	1
RPM Recruiter GS10	1/GS9	1	1	1	1	1	2
R/P/M Assistant, GS8	2/GS8	2	3	3	3	4	7
Case Managers (6), GS6	4/GS6	6	8	11	11	13	25
Nurse Practitioner/ Registered Nurse/ Phys	1/GS9	1	1	1	1	1	1
Medical Assistant, GS7	1	1	1	1	1	2	4
Budget Officer, GS10	1/GS9	1	1	1	1	1	1
Assistant Budget Officer, GS8	0	0	0	0	0	1	2
Management Information Specialist, GS10	1	1	1	1	1	1	1
Management Information Assistant, GS7	0	0	0	0	0	1	2
Admin/Log Specialist, GS8	1/GS7	1	1	1	1	1	1
Admin/Log Assistant, GS7	0	1	1	1	1	2	3
Public Relations Specialist, GS10	0	0	0	0	0	0	1
Discretionary Support Staff (7), (10), GS7	0	4	6	8	10	12	31
Support Staff Subtotals	26	34	43	50	53	64	121
Operations/Cadre Staff (1), (2), (3), (8), (10), (11)							
Cadre Staff Supervisor (16), GS10/11	1/GS10	1	1	1	1	1	1
Cadre Staff Supervisor Assistant, GS9	1/GS8	1	1	1	1	1	2
Shift Supervisors, GS8	4/GS7	6	6	6	6	6	10
Team Leaders (9), GS7	17/GS6	22	28	33	38	44	88
Operations/Cadre Staff Subtotals	23	30	36	41	46	52	101
Authorized Staffing By Class Size Totals	49	64	79	91	99	116	222
Peer Mentors (12), Minimum Wage	1	2	3	3	4	4	8

**Program Staffing Model Notes**

All Challenge personnel must be accounted for within this Staffing model. This includes contract personnel but does not include dining facility personnel.	
(1)	Personnel filling positions must perform the stated job function.
(2)	Federal Program funding levels for Staff will not exceed limits outlined in Section 1-9 and Section 1-26.a.of the Agreement.
(3)	Federal Program funds and minimum state matching funds may not be used to fund increased salary levels above those authorized in this Staffing model.
(4)	Ratio: One classroom instructor per 20 Cadets. (Class size/20, rounded up, not including lead instructor)
(5)	Ratio: One counselor per 30 Cadets. (Class size/30, rounded up, not including lead counselor)
(6)	Ratio: One case manager per case load of 40 Cadets. (2.5 x class size/40, rounded up)
(7)	May be used for additional Support Staff (excluding instructor positions) or Operations/Cadre Staff.
(8)	Operations/Cadre Staff positions may not perform support Staff job functions.
(9)	Ratio: One Cadre team leader per 25 Cadets. (5.5 x class size/25, rounded up)
(10)	Additional positions may be funded from non-Program sources or available Budget Category A (Staff) funds.
(11)	(Except during the Acclimation, Programs may not use direct hire, contract, or temporary hire personnel to fill any Cadre Staff positions without slotting them against the Staffing model in the Operations/Cadre Staff Section. Personnel functioning as support Staff may not be slotted against a Cadre Staffing position in any way.
(12)	Peer mentors not to exceed six months; selected from previous graduating class. (Class size/50, rounded up)
(13)	Exceptions to this Staffing model will be determined on a case-by-case basis.
(14)	GS14 salary level authorized for 400-Cadet Program only. A Senior Director is authorized only for states with two or more
(15)	The use of temporary Staff and payment of overtime will be in accordance with State and Federal law and must be executed within the Programs approved budget. Programs will not receive additional funding to fund overtime requirements.
(16)	GS11 salary level authorized for 400-Cadet Program only.
(17)	Mandatory Minimum Staffing: Mandatory minimum Staffing levels shall be determined by taking the authorized Staffing by class size totals, subtracting the discretionary support Staff authorized for that class size total, and multiplying that number by .8. Example for a 175 bed Program: (99-10) X .8 = 71.2 or a minimum of 71 personnel. Programs will not go below Mandatory Minimum Staffing levels without receiving prior written NGB approval.
(18)	Supervise a minimum of two NGYCP Directors and oversee the operations of a minimum of two Program sites within the State.

b. Challenge Program Serious Incident Report Form

**Challenge Program - Serious Incident Report**

State:

Date:

Reporting Official (Name/Title):

Phone:

Fax:

E-Mail:

1. Cadet's Involved:

Cadet Name	CMID

2. Supervising Staff:

Staff Name	Staff Title

3. Brief Description of Incident (Including time):

4. Results of Incident:

5. Action Taken by Program:

6. Update if Necessary:

c. Core Component Performance Measurement Guide

**ChalleNGe Cadet  
Core Component  
Performance Measurement Guide**

**Cadet Name; Platoon; Class #**

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This Core Component Performance Measurement Guide is a *notional representation* of the data collected and maintained in the data management information system. It contains the Tasks, Conditions, and Standards used to capture Cadet performance in the eight core components of the ChalleNGe Program. Definitions of the eight core components are in Attachment 1, Section 1-26.c.

A **TASK** is a clearly defined and measurable activity accomplished by an individual. It is the lowest behavioral level in each core component. Tasks are specific; they have a definite beginning and ending; they may support or be supported by other tasks in the component; they have only one action, and therefore, are described using only one verb; generally they are performed in a relatively short time; they must be observable and measurable.

A **CONDITION** describes the training situation, environment, or field conditions under which the Cadet must perform the task. It includes any pertinent influence on task performance, including identification of materials, facilities, and equipment the Cadet must have to perform the task, along with when and where the task is performed, if appropriate.

The **STANDARD** establishes criteria for how well a task must be performed. The standard specifies how well, completely, or accurately a process must be performed or product produced. Performance-based requirements are used to assess the Cadet's ability to apply facts, principles, procedures, etc., required to perform the task. Go/No-Go criteria require the Cadet to prove competency by using actual equipment, materials, simulations, training aids, or physically performing the required task.

**COMPLETE** indicates by when the task must be accomplished.

The **RATER** is the individual evaluator of the test or task.

The **METHOD** indicates how the rating was accomplished



## **Core Component Performance Measurement Guide Data Management**

1. **Tasks** – Enumerated for each Core Component and each has a corresponding data entry box in the data management information system.
2. **Condition** – all tasks are to be completed to the standard within the 22-week Residential Phase. Data is to be entered as tasks are completed.
3. **Standard** – Cadet must achieve a minimum of 80% on tests and a “Go” on evaluated tasks in each core component to successfully complete the Program.
4. The following codes will be used for raters:
  - T** – Teachers
  - C** – Cadre
  - P** – Counselors
  - N** – Nurse
  - O** – Other: Identify by Title
5. **Methods of Evaluation** – The way each task is evaluated should be indicated with the following codes:
  - T** – Tested
  - D/O** – Demonstrated and Observed
  - P/O** – Participated and Observed
6. The Core Component Performance Measurement Guide is a dynamic document. Cadet progress in each Core Component must be reported incrementally as indicated during the Residential Phase.

### ***Definition of the Eight Core Components***

**1. Academic Excellence.** All Program participants attend academic classes preparing them for testing for the General Educational Development (GED) Diploma or a high school diploma. Evaluation of Cadets' progress during the Residential phase is measured using the survey or the complete battery of Tests of Adult Basic Education (TABE) scale scores. Examples:

- TABE Reading Growth
- TABE Total Math Growth
- GED/High School Diploma Success
- Other Test Scores

**2. Physical Fitness.** All sites conduct a physical fitness Program based on the President's Challenge. 16 and 17 year old Cadet's earn one of the following:

- Presidential Physical Fitness Award
- National Physical Fitness Award
- Participant Physical Fitness Award
- Health Fitness Award

18 and 19 year old Cadets earn one of the following:

- National Guard Youth ChalleNGe Program Physical Fitness Expert Award
- National Guard Youth ChalleNGe Program Physical Fitness Master Award
- National Guard Youth ChalleNGe Program Physical Fitness Leader Award

**3. Leadership/Followership.** Identification and application of individual moral and ethical standards is the focus of the various roles and responsibilities as the Cadets live and learn in a structured environment. Examples:

- Cadet Leadership Roles
- Each Cadet is assigned a position of leadership
- Performance Reports

**4. Responsible Citizenship.** U.S. Government structure, processes, and individual rights and responsibilities are addressed at the local, State, and national levels.

Examples:

- Cadet Government Program
- Cadet Government Participation
- Registered Voters
- Selective Service Registration
- Citizenship Related Field Trips

**5. Job Skills.** Career exploration and preparation are accomplished through career assessment, interest inventories, and skills training. Examples:

- Job Search Skills
- Job Applications

- Resume Preparation
- Job Interview Skills
- Worth Ethics
- Educational Alternatives
- Financial Aid
- School Selection
- School Application
- Orientation to Military Branches
- Military Benefits

**6. Service to the Community.** A minimum of forty (40) hours of volunteerism, including both Service to the Community and Conservation Projects, as a group and/or on an individual basis. Daily and weekly maintenance/housekeeping within the confines of the Program site (academy) is not considered Service to the Community projects. Data collected on these projects include:

- Cadet Name
- Project Type
- Hours Per Activity
- Equivalent Cost Benefit Based on Minimum Wage

**7. Health and Hygiene.** Cadets attend classes on hygiene, nutrition, and substance abuse prevention. Courses in human sexuality, family planning, and communicable diseases will help Cadets learn the physical and emotional effects of their decisions as they make their way into society. Training topics include:

- Hygiene
- Substance Abuse Prevention
- Nutrition
- Safe Lifestyle Choices

**8. Life-Coping Skills.** Increased self-awareness, self-discipline, and independent living skills are gained through a combination of activities and a structured living environment. An understanding of goal setting and managing personal finances is developed along with coping mechanisms and strategies for dealing with conflicts, emotions, and related stressors (i.e. anger, grief, anxiety, frustration, etc.) through group discussions, the classroom environment, and related activities. Training topics include:

- Personal Coping Skills Training
- Conflict Resolution
- Goal Setting and Achievement
- Personal Finance

**CORE COMPONENT: Academic Excellence**

TASK #	TASK	CONDITION	STANDARD	COMPLETE	RATER	METHOD
1	Improve academic achievement.	Based upon approved curriculum, IAW State Plan, or Program documentation.	Raise scale scores on TABE or obtain a GED or high school diploma.	By Week 21		

TABE Test Category	INCOMING / DATE: _____		OUTGOING / DATE: _____		+/-
	Scale Scores	Grade Equivalent*	Scale Scores	Grade Equivalent*	
Vocabulary					
Reading Comprehension					
Math Computation					
Applied Math					
Language Mechanics					
Language Experience					
Reading Score					
Math Total					
Language Total					
Battery Total					
Spelling					
	LEVEL: _____ FORM: _____		LEVEL: _____ FORM: _____		

NOTE: Grade equivalent calculated by the data management information system

TABE LOCATOR SCORES	
Pre:	
Post:	

GED TEST CATEGORY	SCORES
Language Arts, Writing	
Social Studies	
Science	
Language Arts, Reading	
Mathematics	
Composite	
Constitution (IL only)	

CREDENTIAL	YES	NO
GED		
HSD		
GED+HSD		
GED+EHSD		
GED+AHSD		

**CORE COMPONENT: Physical Fitness**

TASK #	TASK	CONDITION	STANDARD	COMPLETE	RATER	METHOD	SCORE	
1.	Demonstrate a general knowledge of physical fitness concepts.	Based upon approved curriculum, IAW State Plan, or Program documentation, and U.S. Army TC 3-22-20.	Cadets will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
2.	Participate in physical fitness training and testing.	Conduct scheduled fitness training, events and testing based upon approved curriculum, IAW State Plan, or Program documentation, and the President's Challenge Physical Fitness Test.	Improve fitness in all events.	Diagnostic: Week 0-3 Mid-cycle: Program Choice Final: Week 18-21.			GO	NO GO
EVENT		TEST #1	TEST #2		TEST #3			
		Date:	Date:		Date:			
1. Curl-ups								
2. Shuttle Run								
3. Endurance Run/Walk								
4. Pull-ups								
5. V-Sit Reach								
<b>ALTERNATE EVENTS:</b>								
1. Partial Curl-ups								
2. None								
3. None								
4a. Right Angle Push-ups								
4b. Flexed-Arm Hang								
5. Sit and Reach								
Award Earned								

**NOTE:** Gender/age-dependent for award calculation; award data computed by the data management information system.

**CORE COMPONENT: Leadership/Followership**

TASK #	TASK	CONDITION	STANDARD	COMPLETE	RATER	METHOD	SCORE	
1.	Willingly comply with established rules, regulations and procedures.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 21			GO	NO GO
2.	Perform basic military customs and courtesies.	Based upon approved curriculum, IAW State Plan, Program documentation, and U.S. Army Field Manual (FM) 3-21.5.	Go/No Go IAW published Program criteria.	By Week 21			GO	NO GO
3.	Perform basic military facing and marching movements.	Based upon approved curriculum, IAW State Plan, Program documentation, and FM 3-21.5.	Go/No Go IAW published Program criteria.	By Week 3			GO	NO GO
4.	Define and recognize leadership skills, traits, dimensions and components.	Based upon approved curriculum, IAW State Plan, Program documentation, and FM 6-22.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
5.	Employ leadership skills in accordance with FM 6-22 while performing in a leadership position.	Leadership position evaluation as defined in approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria. Cadet is assigned at least one (1) leadership position.	By Week 21			GO	NO GO
6.	Maintain personal living area.	Based upon approved curriculum, IAW State Plan, Program documentation, and FM 6-22.	Go/No Go IAW published Program criteria.	By Week 21			GO	NO GO
7.	Employ Followership Skills within a team setting.	Based upon approved curriculum, IAW State Plan, Program documentation, and FM 6-22.	Go/No Go IAW published Program criteria.	By Week 21			GO	NO GO

**NOTE:** Task 5 – A leadership position has the following characteristics: 1. Has subordinates for whom the leader is responsible and accountable; 2. Makes decisions affecting the subordinates; 3. Allocates resources (personnel, equipment, time) and sets priorities; and 4. Has a mission that applies to the whole unit or a sub-element of the unit. Positions such as guidon bearer and road guard are not considered leadership positions.

**CORE COMPONENT: Responsible Citizenship**

TASK #	TASK	CONDITION	STANDARD	COMPLETE	RATER	METHOD	SCORE	
1.	Recall the individual rights, Privileges, and obligations of citizenship.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
2.	Register for Selective Service, if eligible.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria. Rosters will satisfy req. for source document d	By Week 21			GO	NO GO
3.	Offer the opportunity to register to vote, if eligible. Communicate an understanding of voting and the election process.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria. Rosters will satisfy req. for source document.	By Week 21			GO	NO GO
4.	Communicate a basic understanding of the U.S. Constitution, government, and citizenship.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
5.	Participate in the democratic process.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 21			GO	NO GO

## CORE COMPONENT: Job Skills

TASK #	TASK	CONDITION	STANDARD	COMPLETE	RATER	METHOD	SCORE	
1.	Complete the ASVAB and participate in a vocational interpretation.	IAW the State Plan, given the ASVAB and the necessary materials.	Go/No Go IAW published Program criteria.	By Week 21			GO	NO GO
2.	Demonstrate knowledge and skills required to seek and obtain employment.							
	a. Acquire Job Search Skills.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will be successfully complete test or evaluated task at 80%.	By Week 21				
	b. Complete a Job Application.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 21				
	c. Complete a Resume.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 21				
	d. Demonstrate an understanding of the importance of work ethics.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will be successfully complete test or evaluated task at 80%.	By Week 21				
	e. Complete a mock job interview.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 21				
3.	Explore knowledge and skills required to pursue future educational opportunities, to include educational alternatives, institutions, and financial aid.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 21				



**CORE COMPONENT: Service to the Community**

TASK #	TASK	CONDITION	STANDARD	COMPLETE	RATER	METHOD	SCORE	
1.	Describe the importance and value of a service to the community and/or conservation project.	Based upon approved curriculum utilizing the experiential learning model, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 12			GO	NO GO
2.	Complete a minimum of 40 hours of service to the community/ conservation projects.	Cadet encouraged to assist in the planning. Allow no pay or personal servitude. Based upon approved curriculum utilizing the experiential learning model, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 21			GO	NO GO

**NOTE:** 1. A description of the Experiential Learning Model is contained in 21-26.d.

2. Housekeeping tasks (mopping floors, cutting grass, picking up refuse, working in the dining facility, performing routine maintenance activities, etc.) at the Program site are not to be considered service to the community/conservation projects. Projects must benefit groups outside of the Program.

**CORE COMPONENT: Health and Hygiene**

TASK #	TASK	CONDITION	STANDARD	COMPLETE	RATER	METHOD	SCORE	
1.	Maintain personal hygiene by employing appropriate methods and practices.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Go/No Go IAW published Program criteria.	By Week 21			GO	NO GO
2.	Recall the adverse effects of the abuse and available treatment resources for alcohol, tobacco and other drugs (ATOD).	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
3.	Recall healthy sexual practices, human sexuality, family planning and related responsibilities.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
4.	Recall the methods and practices used by individuals to prevent the spread of communicable diseases including STDs, HIV/AIDS and other blood-borne pathogens.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
5.	Recall the importance of nutrition in the daily diet for personal well-being.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO

**CORE COMPONENT: Life-Coping Skills**

TASK #	TASK	CONDITION	STANDARD	COMPLETE	RATER	METHOD	SCORE	
1.	Understand Personal Finance:							
	a. Demonstrate basic banking (savings and checking account management) skills.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
	b. Demonstrate the Importance of maintaining a good credit record and managing good credit.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
	c. Demonstrate how to prepare and manage a personal budget.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
2.	Recognize various emotions and stressors, and identify coping strategies.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO
3.	Recognize conflict-resolution strategies.	Based upon approved curriculum, IAW State Plan, and Program documentation.	Cadet will successfully complete test or evaluated task at 80%.	By Week 21			GO	NO GO

d. The Experiential Learning Model.

### The Experiential Learning Model

The Experiential Learning Model is based on a cyclical learning process of five separate but interlocking procedures. The emphasis is on the direct experiences of the learner. Since experience precedes learning, the learning or meaning derived from any experience comes from the learner themselves. An individual's experience is unique. It is the individual's responsibility to learn.

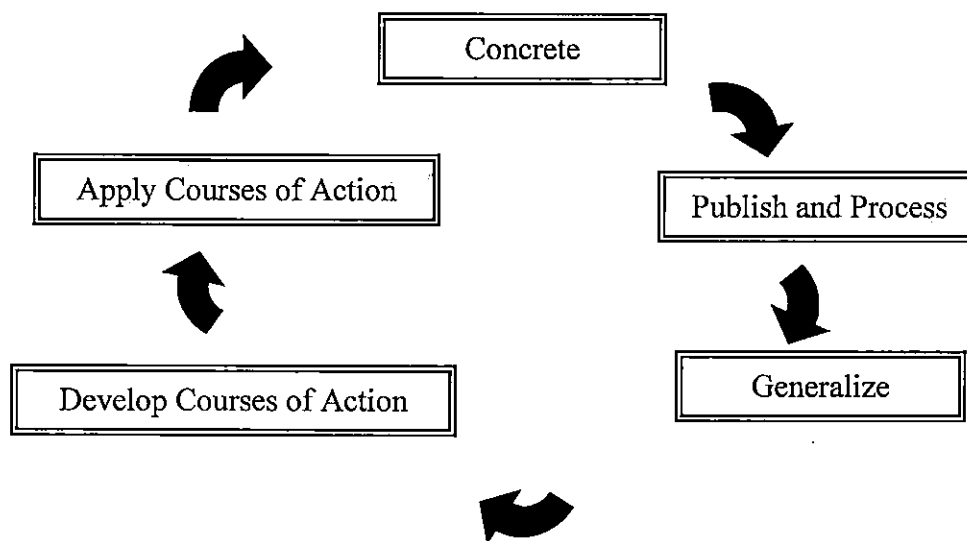
Concrete Experience. The process begins with a concrete experience. The individual becomes involved in an activity; he or she acts or behaves in some way, or he or she performs, sees, or says something. This initial experience is the basis for the entire process.

Publish and Process. Following the experience, the individual discusses or "publishes" his or her reactions and observations with the others who have experienced or observed the activity. The team member explores and processes the activity.

Generalize. After the processing, the next step is to develop principles or generalizations from the experience.

Develop Courses of Action. Generalized learning often shows that other courses of action are appropriate if an event or experience is repeated differently. Using the knowledge obtained from the learning experience, individuals form an action plan for bringing about desired outcomes.

Apply Courses of Action. The final step in the cycle requires using and testing the new learning or discovery. This is the experiential part of the experience-based model. The using and testing, of course, becomes a new *Concrete Experience* that starts the cycle all over again.



e. Program Management Control Evaluation Checklist:

**ChalleNGe Program Management Control Evaluation Checklist**

**1. Function.** The function covered by this checklist is the administration of the Management Control Process.

**2. Purpose.** The purpose of this checklist is to assist assessable unit managers and Management Control Administrators (MCAs) in evaluating the key management controls outlined below. It is not intended to cover all controls.

**3. Instructions.** Answers must be based on the actual testing of key management controls (e.g., document analysis, direct observation, sampling, simulation, other). Answers that indicate deficiencies must be explained and corrective action indicated in supporting documentation. These key management controls must be formally evaluated at least once every five years. Certification that this evaluation has been conducted must be accomplished on DA Form 11-2-R (Management Control Evaluation Certification Statement).

**4. Test Questions.**

A. Are USPFOS accomplishing the following?:

- 1) Appoints Federal Program Managers
- 2) Letter of Appointment submitted to NG-J1-AY
- 3) Informs the Program of oversight responsibility IAW to the Agreement, DoD Instruction (DoDI) 1025.8, Title 32, U.S.C. Sec 509, and applicable policy letters.
  - a) Budget Formulation and Execution
  - b) Budget Object Code Modification
  - c) Questionable Expenditures
  - d) Ensure State matching funds are valid and accurate
  - e) Provides guidance for property accountability and funding for Programs
- 4) Conducts quarterly reviews with Program Directors to validate accuracy of expended funds.
- 5) Complies with year-end closeout requirements.

B. Are Program Directors accomplishing the following? (States):

- 1) Receives training on how to manage funds from the USPFO regarding oversight responsibility IAW the Agreement, DoD Instruction (DoDI) 1025.8, Title 32, Sec. 509, and applicable policy letters.
- 2) Attend training in the form of workshops, seminars and formal training offered by the National ChalleNGe Institute Course Catalog.
- 3) Maintain and inventory accountable property.
- 4) Administers policy and procedures for Programs IAW with the Agreement.
- 5) Submit the following to NG-J1-AY with the established timelines in Section 402 of the CA.
  - a) Annual State Plans and Budget estimates will be submitted IAW Section 402 of the CA.
  - b) Quarterly Budget Expenditure Reports
  - c) Annual Reconciliation of Program Expenditure Reports.
  - d) Budget Object Code Requests exceeding 10% of the total approved budget.
  - e) Provide a State Matching Funds Certification Letter that confirms the State's contribution to the amount of assistance provided to operate the Program.
  - f) Update the data management information system database with training reports indicating training progression and deficiencies.

**5. Supersede.** Initial Checklist – 1 October 2004.

**6. Comments.** Help to make this a better tool for evaluating Management Controls, submit comments to: National Guard Bureau, ATTN NG-J1-AY, 111 S. George Mason Drive, Bldg 2, Arlington, VA 22204-1382.

f. General Purpose Checklist:

GENERAL PURPOSE CHECKLIST		Date(s) of Inspection	Page 1 of 1	
FUNCTIONAL/SUBORDINATE AREA: YOUTH CHALLENGE PROGRAM		RATING: N/A	CHECKLIST EFFECTIVE 1 OCTOBER 2004	
INSPECTING OFFICE/AGENCY: NG-J1-AY	UNIT:	REVIEWER (NAME/PHONE):		
ITEM			YES	NO
1. USPFO: <ul style="list-style-type: none"> <li>a. Appoints Federal Program Managers</li> <li>b. Letter of Appointment submitted to NG-J1-AY</li> <li>c. Informs Program of oversight responsibility IAW National Guard Youth Challenge Programs Cooperative Agreement, DoD Instruction (DoDI) 1025.8, Title 32 Sec. 509, and applicable policy letters.</li> <li>d. Conducts quarterly reviews with Program Directors to validate accuracy of expended funds.</li> </ul>				
2. Program Directors (STATES): <ul style="list-style-type: none"> <li>a. Receive training from USPFO regarding oversight responsibility IAW Master Youth Cooperative Agreement, DoD Instruction (DoDI) 1025.8, Title 32 Sec. 509, and applicable policy letters.</li> <li>b. Attend training in the form of workshops, seminars and formal training offered by the National Challenge Institute Course catalog.</li> <li>c. Establishes measures for accountability for property and personnel.</li> <li>d. Establishes policy and procedures for Programs.</li> <li>e. Submit the following to NG-J1-AY:                             <ul style="list-style-type: none"> <li>1. Annual State Plans and budget estimates.</li> <li>2. Quarterly budget expenditure reports.</li> <li>3. Annual reconciliation of Program expenditure reports.</li> <li>4. Budget object code requests exceeding 0.5% of the total approved budget.</li> <li>5. Provide a State matching funds certification letter that confirms the State's contribution to the amount of assistance provided to operate the Program.</li> <li>6. Update data management information system with training reports indicating training progression and deficiencies.</li> </ul> </li> </ul>				

October 2015