

Table 2 shows an association between response to question VIII and draft status.

Table 2

Cross-Tabulation: Draft Status versus Role of ROTC

		A	B	C	D	F	NA ¹	Total ²
Subject to Draft	Student	18% (563)	14% (444)	32% (1008)	17% (530)	18% (551)	1% (41)	100% (3137)
	Faculty	12% (14)	19% (23)	34% (41)	25% (30)	9% (11)	2% (3)	101% (122)
Not Subject to Draft	Student	20% (592)	19% (575)	31% (925)	14% (424)	15% (436)	1% (36)	100% (2988)
	Faculty	20% (103)	24% (122)	34% (174)	14% (71)	6% (29)	2% (8)	100% (507)

1 NA category equals non-responses and "No opinion" responses.

2 Totals may not add to 100% because of rounding.

Faculty members not subject to the draft favor option A more often than did their colleagues who were subject to the draft. Both students and faculty subject to the draft favor option D and write in F more often than their colleagues who are not subject to the draft. Students whether subject or not subject to the draft, showed no marked difference in their choice of option A. Both students and faculty subject to the draft favored option D and write in F more often than their colleagues who are not subject to the draft.

Table 3 indicates that military experience is associated with response to Question VIII. For both students and faculty those with military experience showed stronger support for option A than did those without military experience. On the other end of the scale, support for option D and the written option F was stronger from those without military experience.

Table 3
Military Experience versus Opinion on the Role of ROTC

Experience		A	B	C	D	F	NA ¹	Total ²
NONE	Student	16% (825)	15% (786)	33% (1749)	17% (880)	18% (937)	1% (66)	100% (5243)
	Faculty	14% (48)	22% (75)	33% (111)	20% (68)	9% (30)	3% (9)	100% (343)
OFFICER	Student	45% (191)	29% (124)	17% (70)	3% (14)	4% (17)	1% (6)	99% (422)
	Faculty	26% (37)	22% (31)	34% (48)	13% (18)	4% (6)	0% (0)	99% (140)
ENLISTED	Student	27% (102)	24% (94)	28% (107)	14% (52)	6% (25)	1% (4)	100% (384)
	Faculty	24% (23)	21% (21)	38% (37)	14% (14)	2% (2)	1% (1)	100% (98)
³ OFFICER & NON- OFFICER	Student	43% (44)	20% (21)	18% (19)	8% (8)	10% (10)	1% (1)	100% (103)
	Faculty	19% (11)	32% (18)	33% (19)	10% (6)	4% (2)	2% (1)	100% (57)

1 NA category equals non-responses and "No opinion" responses.

2 Totals may not add to 100% because of rounding.

3 These respondents were in military service at one time as an enlisted man and another time as an officer.

Appendix 3 is composed of two separate documents, which are included for reference.

- (a) a memorandum from Thomas Hendrick, Consultant to the Advisory Committee, regarding "punitive clauses". (Appendix 3-a)
- (b) a memorandum from Professor James Gibbons concerning a loan repayment plan. Professor Gibbons' proposal received strong approval in the Committee's poll. (Appendix 3-b)

TO: The President's Advisory Committee on ROTC Affairs

FROM: Thomas Readrick

DATE: May 11, 1970

This memorandum will provide some background on the issues concerning punitive clauses. It is intended, not as full exposition of the issues, but as an aid to understanding the issues that will emerge in the course of the hearings and further considerations. Since mainly the Army and Navy are directly relevant to our present considerations, I have concentrated on their provisions. I expect one witness to testify about the Air Force practices.

In any discussion of punitive clauses it is useful to separate three different factors: (1) the provisions of the Congressional Act; (2) the provisions of the individual student contracts; (3) the practices of the services with respect to disenrollment.

The Law

Congress passed the ROTC Vitalization Act of 1964. It is under that authority that the military have maintained ROTC on campus in recent years.

Two provisions of this Act form the basis for the punitive clauses. They distinguish between scholarship and non-scholarship students:

"§2105. Advanced training; failure to complete or to accept commission

"A member of the program who is selected for advanced training under section 2104 of this title, and who does not complete the course of instruction, or who completes the course but declines to accept a commission when offered, may be ordered to active duty by the Secretary of the military department concerned to serve in his enlisted grade or rating for such period of time as the Secretary prescribes but not for more than two years."

"§2107. Financial assistance program for specially selected members.

. . .

"(f) A cadet or midshipman who does not complete the four-year course of instruction, or who completes the course but declines to accept a commission when offered, may be ordered to active duty by the Secretary of the military department concerned to serve in his enlisted grade or rating for such period of time as the Secretary prescribes but not for more than four years."

The legislative history of these provisions needs further study. But on their face, the Secretary has considerable discretion. Presumably, he could choose to order all or none of the cadets who disenroll to active duty. The services maintain that the law requires that the present punitive clauses remain in the student contracts.

The Student Contracts

The contracts, as the law does, distinguish between scholarship and non-scholarship students. The scholarship student in the usual case is on a 4 year scholarship and signs the contract upon enrollment at Stanford.* The contract (non-scholarship) student usually signs at the time of the fall quarter registration before entering the advanced course, that is the last two years (normally the junior and senior years). In each case at the time of signing the student enlists in the reserve. If and when the punitive clause is exercised, the student is activated from the enlisted reserve to enlisted active status. The scholarship student may be called to four years duty; the contract student to two years duty.

The provisions of the Army contracts appear in the Appendix. Note that under the provisions of the contract the Secretary's discretion appears as broad for the scholarship student as the law imposes. For the contract student, the clause requires a showing of "willful evasion". The actual impact of these differences deserves further investigation.

Practices

Some general practices are set forth in regulations established by the Secretaries of the Services. Others appear to be accepted policies which are usually followed. For some cases, moreover, the heads of the campus ROTC units have discretion, and local practices may be established.

Statements about these practices are not consistent. I have pieced together my understanding of them from the sources available. Hopefully the hearings will bring some clarification.

1. Army

In the Army, under existing regulations, a cadet (apparently not distinguishing between scholarship and contract students) may be disenrolled at any time for several reasons without calling him to active duty. The reasons include: withdrawal from school; medical disqualification; academic failure; personal hardship; failure to complete summer camp; discovery of a condition barring appointment as an officer; and conscientious objection. Under these conditions disenrollment results also in an honorable discharge.

In addition the Army may disenroll a cadet for disciplinary reasons, inaptitude, undesirable traits of character and indifference to training. These grounds result in calling the cadet to active duty in cases where the evidence of them shows "willful evasion". Otherwise they are grounds for disenrollment and discharge.

Only in the case where a cadet "willfully evades" the terms of his contract must he be ordered to active duty. The finding of "willful evasion" can only be made after a full hearing of a board of officers and the approval of his ROTC Professor and the Deputy Chief of Staff of

*Some scholarships are given for shorter times: one, two or three years.

Personnel in Washington. A letter from a University official must be included in the file before final review.

These practices apply to both a scholarship student and a contract student. In general they apply only to the last two years of ROTC. A scholarship student, even though he may be under contract for four years and enlisted, may, under Army policy, resign for any reason in his first two years.

To sum up, Army practice is to order a student to active duty only when he disenrolls in his last two years and his actions show a "willful evasion" of the contract. It is not clear from the documentation I have what behavior amounts to "willful evasion".

2. Navy

The Navy may disenroll cadets for reasons stated in the NROTC Conditions of Service. These reasons include: physical; academic ("general academic record is such as to make his value as an officer in the Navy doubtful"); disciplinary; inaptitude ("lack of officer aptitude"); special reasons ("generally involving unusual hardship"); and his own request.

A cadet who requests disenrollment may do so only within specified time periods. These vary according to the status of the cadet.

- (1) Scholarship student: any time before starting the third year of financial assistance (two years to decide).
- (2) Student who switches from contract to scholarship: any time before his second year of financial assistance (one year to decide).
- (3) Four year contract student: any time before taking subsistence payment (normally two years to decide).
- (4) Two year contract student: any time before the second year of subsistence (one year to decide).
- (5) Beyond these time limits, a student must qualify for disenrollment for "special reasons".

The NROTC Conditions of Service further state that a student may be ordered to active duty if the circumstances indicate "a willful attempt to evade service". It is unclear whether this provision applies (1) to requests taken within the time limits specified above; (2) to all requests taken after those time limits; or (3) to some special category of requests or actions after the prescribed time limits.

ARMY ROTC FINANCIAL ASSISTANCE CONTRACT

AGREEMENT BETWEEN the Secretary of the Army, and _____
(Type or print name of cadet)

THIS AGREEMENT is entered into between the Secretary of the Army, represented by the officer signing this agreement, and the above named cadet (with consent of parent or guardian, if under 21 years of age).

1. In consideration of my designation as a cadet, Army Reserve Officers' Training Corps, and the benefits which will accrue to me by reason of my participation in the ROTC Financial Assistance Program for a period of _____ (Enter 2 or 4) years, I, as a student of _____, having previously enlisted in a Reserve component under the jurisdiction of the Secretary of the Army, together with my parent or guardian, if I am a minor, undertake and agree as follows:

a. To serve at least six years in the Army, at least four years of which must be active duty, unless released earlier by the Secretary of the Army. I further agree to re-enlist or extend my enlistment, if necessary so as to be available for four years' active duty. Any of the six-year period remaining after release from active duty must be spent in a reserve status.

b. To complete prescribed military science courses, drills, summer camps and other directed training.

c. Upon satisfactory completion of the academic and military requirements to accept a commission as second lieutenant in the Regular Army or Army Reserve, if offered.

2. I understand that:

a. I will be required to maintain acceptable standards of academic and ROTC achievement, and personal conduct. If I fail to maintain the desired standards, I may lose my Army ROTC Financial Assistance.

b. The Secretary of the Army may release me from my obligation under this agreement and separate me from the ROTC program at any time that in his opinion the best interest of the Army requires such action.

c. If I willfully evade the terms of this contract; if I do not complete the course of instruction; or if I complete the course but do not accept a commission, if offered, I may be ordered to active duty by the Secretary of the Army to serve in an enlisted grade for such period of time as the Secretary of the Army may prescribe, but not for more than four years.

d. If commissioned as a Regular Army officer, and this commission is terminated before the sixth anniversary of my date of rank, that I must accept appointment, if offered, in the Army Reserve, and not resign before the sixth anniversary.

e. This agreement continues in full force and effect in the event I transfer to another institution which maintains an ROTC unit. In the case of such transfer, I agree to apply for enrollment in the Army ROTC unit.

SIGNATURE OF CADET	DATE	PRESENT AGE
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CONSENT OF PARENT OR GUARDIAN
(To be completed if cadet is under 21 years of age at the time of enrollment)

Consent is hereby given for the participation of the above in the Army ROTC Financial Assistance Program, under the terms and conditions set out above.

SIGNATURE OF PARENT OR GUARDIAN	DATE
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IN CONSIDERATION of the foregoing agreement on the part of _____
(Name of Cadet)

the Secretary of the Army agrees to pay, for a period of _____ school years, all tuition, fees, cost of all textbooks and all laboratory expense in connection with his attendance at _____
(Name and location of institution)

(or at any other institution at which an ROTC unit is maintained and in which he may be enrolled in pursuance of a baccalaureate degree); also to pay cost of class room material required in connection with pursuit of academic studies, and subsistence allowance at the rate of \$50.00 per month for the period of his enrollment under this agreement, except for periods of summer camp training. Summer camp training covers a period of six weeks, during which time he will receive pay at the rate of 50 percent of the basic pay of a commissioned officer in pay grade O-1 with two or less years of service.

SUBSCRIBED TO THIS _____ DAY OF _____ IS _____

TYPED NAME AND GRADE OF PMS	SIGNATURE OF PMS, AS REPRESENTATIVE OF SECRETARY OF THE ARMY
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ACKNOWLEDGEMENT OF UNDERSTANDING OF SERVICE REQUIREMENTS
ROTC STUDENTS ENLISTED UNDER ROTC VITALIZATION ACT
6-YEAR MILITARY SERVICE OBLIGATION

DATE

In connection with my enlistment as a Reserve of the Army, this date, I hereby agree to and understand that --

I incur by law a military service obligation of 6 years unless sooner discharged by proper authority.

So long as I continue enrollment in the advanced course or while receiving Army Financial Assistance (PL 88-647), I will not be required to participate in Reserve training or be ordered to active duty for training or to active duty.

If as a result of willful evasion of the terms of my advanced course contract I do not complete the Senior Reserve Officers' Training Corps program of instruction and decline to accept a commission when offered, I may be ordered to active duty in my enlisted grade for not more than 2 years, if I did not receive Army Financial Assistance, or for not more than 4 years if I did receive such assistance.

At such time as I may be accepted for resident graduate or professional study, the Secretary of the Army may delay the commencement of my obligated period of active duty as a commissioned officer until the completion of that study.

Should I be called to active duty under the terms of this enlistment, and if after performing such active duty I am assigned to or voluntarily join a Ready Reserve unit I will participate satisfactorily in the scheduled drills (as many as 48 per year) and annual active duty for training (not more than 17 days per year) of that unit until the fifth anniversary of my enlistment unless excused therefrom by proper authority. I will then be eligible for transfer to the Standby Reserve for the remainder of my enlisted service obligation and will be so transferred unless I elect to remain in the Ready Reserve by executing appropriate Department of the Army agreements. I understand that as a reservist, I must reply promptly to any military correspondence directed to me.

I also understand that in computing length of service for any purpose, an officer appointed under the Senior Reserve Officers' Training program of instruction may not be credited with enlisted service for the period covered by his ROTC training.

In the event of war or national emergency declared by Congress, my enlistment which would otherwise expire, will be continued in effect until 6 months after the end of such war or emergency, unless sooner terminated.

NAME TYPED (First Name, Middle Name, Last Name)

SIGNATURE (First Name, Middle Name, Last Name)

DATE OF BIRTH

CONSENT OF PARENT OR LEGAL GUARDIAN*(To be completed if applicant has not reached age 18 at time of enlistment)*

I certify that the above applicant has no other legal guardian than me, and I hereby consent to his enlistment in the US Army Reserve, subject to all requirements and lawful commands of the officers who may, from time to time, be placed over him; and I certify that no promise of any kind has been made to me concerning assignment to duty or promotion during his enlistment as an inducement to me to sign this consent; and I relinquish all claim to his service and to any wages or compensation for such service.

I certify that the applicant's birth date as shown above is correct.

I have read and I thoroughly understand the above "Acknowledgment of Understanding of Service Requirements," and I have consented to the applicant's enlistment in the US Army Reserve.

SIGNATURE OF PARENT OR LEGAL GUARDIAN

SIGNATURE OF WITNESS

TENTATIVE PROPOSAL ON THE PUNITIVE CLAUSE IN THE CONTRACT OF AN ROTC CADET
PRESENTED BY PROFESSOR JAMES GIBBONS AT THE PUBLIC HEARING OF THE
ADVISORY COMMITTEE, MAY 11, 1970 IN TRESIDDER UNION

We recommend that the punitive clause in the ROTC contract be amended to permit a cadet to leave the program at any time⁽¹⁾ prior to the date that he accepts his commission. In return for increasing the period of choice,⁽²⁾ we propose that

(a) any cadet who chooses to leave the program should assume responsibility for repayment of a student loan, the amount of which would be determined by a realistic computation of the expenditure that the federal government has made toward his education, perhaps including even those outlays that are made during the first two years;⁽³⁾ and

(b) any cadet who chooses to leave the program should be placed in the next⁽⁴⁾ draft lottery with the same status he had at the time he entered the ROTC program.

Footnotes

- (1) Some cadets felt that the phrase "up to six months" should be added here to give the military sufficient time to plan for the effective deployment of ROTC graduates.
- (2) A delay in the signing of a binding agreement until six months prior to the time the commission is accepted has been suggested as an alternate to increasing the period of choice.
- (3) Some cadets felt that outlays made during the first two years of the program should not be included in computing the student loan, since the present contract already guarantees this much.
- (4) The word next is underlined to insure that a student does not "decide to leave" because his birthdate makes it unlikely for him to be drafted on the basis of the lottery that is current.

Comments

- (a) Many of the cadets do not feel that the punitive clause is unjust, but agree that increased flexibility would be desirable.
- (b) Some concern was expressed over the possibility that a student might enter and leave ROTC several times as his draft status changed. It was felt that the military would be justified in adding a clause that would specifically prevent this possibility; e.g., permit a student to enter or leave ROTC only once.