

APPENDIX TO ENCLOSURE 3

TEMPLATE OF DOD MOU BETWEEN DOD OFFICE OF THE USD(P&R) AND
EDUCATIONAL INSTITUTION AND SERVICE-SPECIFIC ADDENDUMS

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational
Institution

DoD VOLUNTARY EDUCATION PARTNERSHIP
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
DoD OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR
PERSONNEL AND READINESS (USD(P&R))
AND
[NAME OF EDUCATIONAL INSTITUTION]

1. PREAMBLE

a. Providing access to quality postsecondary education opportunities is a strategic investment that enhances the U.S. Service member's ability to support mission accomplishment and successfully return to civilian life. A forward-leaning, lifelong learning environment is fundamental to the maintenance of a mentally powerful and adaptive leadership-ready force. Today's fast-paced and highly mobile environment, where frequent deployments and mobilizations are required to support the Nation's policies and objectives, requires the DoD to sponsor postsecondary educational programs using a variety of learning modalities that include instructor-led courses offered both on- and off-installation as well as distance learning (DL) options. All are designed to support the professional and personal development and progress of Service members and the DoD civilian workforce.

b. Making these postsecondary programs available to the military community as a whole further provides Service members, their eligible adult family members, DoD civilian employees, and military retirees ways to advance their personal education and career aspirations and prepares them for future career and technical pursuits, both inside and outside of the Department of Defense. This helps strengthen the Nation by producing a well-educated citizenry and ensures the availability of a significant quality-of-life asset that enhances recruitment and retention efforts in an all-volunteer force.

2. PURPOSE

a. This MOU articulates the commitment and agreement educational institutions provide to the Department of Defense by accepting funds via each Service's tuition assistance (TA) program in exchange for education services.

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

b. This MOU is not an obligation of funds, guarantee of program enrollments by DoD personnel, their eligible adult family members, DoD civilian employees, and retirees in an educational institution's academic programs, or a guarantee for installation access.

c. This MOU covers courses delivered by educational institutions through all modalities. These include, but are not limited to, classroom instruction, distance education (e.g., Web-based, CD-ROM, or multimedia) and correspondence courses.

d. This MOU includes high school programs, academic skills programs, and adult education programs for military personnel and their eligible adult family members.

e. This MOU articulates regulatory and governing directives and instructions:

(1) Eligibility of DoD recipients is governed by federal law, DoD Instruction (DoDI) 1322.25, DoD Directive 1322.08E, and the cognizant Military Service's policies, regulations, and fiscal constraints.

(2) Postsecondary educational programs provided to Service members using TA on military installations outside of the United States shall be operated in accordance with guidance from DoDI 1322.25; DoDI 1322.19; section 1212 of Public Law 99-145, as amended by section 518 of Public Law 101-189; and under the terms of the Tri-Services contract currently in effect.

f. This MOU is subject at all times to Federal law and the rules, guidelines, and regulations of the Department of Defense. Any conflicts between this MOU and such Federal law, rules, guidelines, and regulations will be resolved in favor of the Federal law, rules, guidelines, or regulations.

3. EDUCATIONAL INSTITUTION (INCLUDING CERTIFICATE AND DEGREE GRANTING EDUCATIONAL INSTITUTIONS) REQUIREMENTS FOR TA. Educational institutions must:

a. Sign and adhere to the requirements of this MOU, including Service-specific addendums as appropriate, prior to being eligible to receive TA payments.

(1) Those educational institutions that have a current MOU with the Department of Defense will sign this MOU:

(a) At the expiration of their current MOU;

(b) In accordance with the provision of paragraph 6.f.; or

(c) At the request of the Department of Defense or the specific Military Service holding a separate current MOU. The DoD Voluntary Education Partnership MOU (which

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

includes the Service-specific addendums) is required for an institution to participate in the DoD TA Program. An "installation MOU" (which is separate from this MOU) is only required if an institution is operating on a military installation. The installation MOU:

1. Contains the installation-unique requirements that the installation's education advisor coordinated, documented, and retained; is approved by the appropriate Service voluntary education representative; and is presented to the installation commander for final approval.

2. Cannot conflict with the DoD Voluntary Education Partnership MOU and governing regulations.

(2) Educational institutions must comply with this MOU and the requirements in Service-specific addendums that do not conflict with governing Federal law and rules, guidelines, and regulations, which include, but are not limited to, Title 10 of the United States Code; DoD Directive 1322.08E, "Voluntary Education Programs for Military Personnel"; DoD Instruction 1322.25, "Voluntary Education Programs"; DoDI 1322.9, "Voluntary Education Programs for Military Personnel-Management Information System"; DoDI 1322.19, "Voluntary Education Programs in Overseas Areas"; and all installation requirements imposed by the installation commander if the educational institution has been approved to operate on a particular base. Educational institutions failing to comply with the requirements set forth in this MOU may receive a letter of warning, be denied the opportunity to establish new programs, have their MOU terminated, be removed from the installation, and may have the approval of the issuance of TA withdrawn by the Service concerned.

b. Be accredited by a national or regional accrediting agency recognized by the U.S. Department of Education.

c. Comply with the regulatory guidance provided by the Department of Defense and the Services.

d. Participate in the Military Voluntary Education Review (MVER) process when requested. This requirement applies not only to institutions providing courses on military installations, but also to those institutions that provide postsecondary instruction that is not located on the military installation or via DL.

e. If the institution is a member of the Servicemembers Opportunity Colleges (SOC), the institution shall:

(1) Adhere to the SOC Consortium Principles, Criteria, and Military Student Bill of Rights (located at <http://www.soc.aascu.org/socconsortium/PublicationsSOC.html>).

(2) Provide processes to determine credit awards and learning acquired for specialized military training and occupational experience when applicable to a Service member's degree program.

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

(3) Recognize and use the American Council on Education (ACE) Guide to the Evaluation of Educational Experiences in the Armed Services to determine the value of learning acquired in military service. Award credit for appropriate learning acquired in military service at levels consistent with ACE Guide recommendations and/or those transcribed by the Community College of the Air Force (CCAF), when applicable to a Service member's program.

f. If an institution elects not to be a member of SOC, the institution shall:

(1) Disclose its transfer credit policies prior to a Service member's enrollment.

(a) If the institution accepts transfer credit from other accredited institutions, then the institution agrees to evaluate these credits in conformity with the principles set forth in the Joint Statement on the Transfer and Award of Credit developed by members of the American Association of Collegiate Registrars and Admissions Officers, the American Council on Education, and the Council for Higher Education Accreditation. The institution will then award appropriate credit, to the extent practicable within the framework of its institutional mission and academic policies.

(b) Decisions about the amount of transfer credit accepted, and how it will be applied to the student's program, shall be left to the institution.

(2) Disclose its policies on how they award academic credit for prior learning experiences, including military training and experiential learning opportunities provided by the Military Services, at or before a Service member's enrollment.

(a) In so far as the institution's policies generally permit for the award of credit for comparable prior learning experiences, the institution agrees to evaluate the learning experiences documented on the Service member's official Service transcripts, and, if appropriate, award credit.

(b) The official Service transcripts for military training and experience documentation are: Army/ACE Registry Transcript System, the Sailor/Marine ACE Registry Transcript System, the Community College of the Air Force transcript, and the Coast Guard Institute transcript.

(c) If general policy permits, transfer credit may:

1. Replace a required course within the major;
2. Apply as an optional course within the major;
3. Apply as a general elective;

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

4. Apply as a basic degree requirement; or

5. Waive a prerequisite.

(d) Decisions about the amount of experiential learning credit awarded, and how it will be applied to the student's program, shall be left to the institution. Once an institution has evaluated a particular military training or experiential learning opportunity for a given program, the institution may rely on its prior evaluation to make future decisions about awarding credit to Service members with the same military training and experience documentation, provided that the course content has not changed.

(3) Disclose to Service members any academic residency requirements pertaining to the student's program of study, including total and any final year or final semester residency requirement at or before the time the student enrolls in the program.

(4) Disclose basic information about the institution's programs and costs, including tuition, fees, and other charges to the Service member. This information shall be made readily accessible without requiring the Service member to disclose any personal or contact information.

(5) Prior to enrollment, provide Service members access to an institutional financial aid advisor who will provide a clear and complete explanation of available financial aid, to include Title IV of the Higher Education Act of 1965, as amended, and appropriate loan counseling before offering, recommending, or signing up a student for a loan.

(6) Prior to enrollment, provide Service members with information on institutional "drop/add," withdrawal, and readmission policies and procedures to include information on the potential impact of military duties (such as unanticipated deployments or mobilization, activation, and temporary duty assignments) on the student's academic standing and financial responsibilities. For example, a Service member's military duties may require relocation to an area where he or she is unable to maintain consistent computer connectivity with the institution, which could have implications for the Service member's enrollment status. This information will also include an explanation of the institution's grievance policy and process.

(7) Conduct academic screening and competency testing; make course placement based on student readiness.

(8) Designate a person or office at the institution that will serve as a point of contact for Service members seeking information about available, appropriate academic counseling, financial aid counseling, and student support services at the institution. The point of contact:

(a) Shall have a basic understanding of the military tuition assistance program and veterans' education benefits, and a familiarity with institutional services available to assist Service members.

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

(b) Does not need to be exclusively dedicated to providing these services and, as appropriate, may refer the Service member to other individuals, both on and off-campus, with an ability to provide these services.

g. Adopt an institutional policy banning inducements (including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having a monetary value of more than a de minimus amount) to any individual or entity (other than salaries paid to employees or fees paid to contractors in conformity with all applicable laws) for the purpose of securing enrollments of Service members or obtaining access to TA funds as part of efforts to eliminate aggressive marketing aimed at Service members.

h. Refrain from high-pressure recruitment tactics as part of efforts to eliminate aggressive marketing aimed at Service members. Such tactics include making multiple unsolicited phone calls to Service members for the purpose of securing their enrollment.

i. Refrain from providing any commission, bonus, or other incentive payment based directly or indirectly on securing enrollments or Federal financial aid (including TA funds) to any persons or entities engaged in any student recruiting, admission activities, or making decisions regarding the award of student financial assistance. These tactics are discouraged as part of efforts to eliminate aggressive marketing aimed at Service members.

4. TA PROGRAM REQUIREMENTS FOR EDUCATIONAL INSTITUTIONS

a. One Single Tuition Rate. All Service members attending the same institution, at the same location, enrolled in the same course, will be charged the same tuition rate without regard to their Service component. This single tuition rate includes active duty Service members and the National Guard and Reservists who are activated under Title 10 and using Title 10 Military Tuition Assistance, in order to assure that tuition rate distinctions are not made based on the Service members' branches of Service.

(1) It is understood tuition rates may vary by mode of delivery (traditional or online), at the differing degree levels and programs, and residency designations (in-state or out-of-state). Tuition rates may also vary based on full-time or part-time status, daytime vs. evening classes, or matriculation date, such as in the case of a guaranteed tuition program.

(2) It is also understood that some States have mandated State rates for Guard and Reservists within the State. (Those Guard and Reservists not activated on title 10, U.S. Code orders).

b. Course Enrollment Information. The educational institutions will provide course enrollment, course withdrawal, course cancellation, course completion or failure, grade, verification of degree completion, and billing information to the TA issuing Service's education office, as outlined in the Service's regulations and instructions.

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

(1) Under section 1232g of title 20, United States Code (also known as “The Family Educational Rights and Privacy Act” and hereinafter referred to as “FERPA”) (Reference (n)), DoD recognizes that institutions are required to obtain consent before sharing personally identifiable non-directory information with a third party. Service members must authorize the institutions to release and forward course enrollment information required in 4.b. to DoD prior to approval of course enrollment using tuition assistance.

(2) If an institution wants to ensure confidentiality during the transmission of data to the third party, then the institution can contact the appropriate Service TA management point of contact to discuss security and confidentiality concerns prior to transmitting information.

c. Degree Requirements and Evaluated Education Plans

(1) Institutions will disclose general degree requirements for the Service member’s educational program (education plan) to the member and his or her Service. These requirements, typically articulated in the institution’s course catalog, should:

(a) Include the total number of credits needed for graduation.

(b) Divide the coursework students must complete in accordance with institutional academic policies into general education, required, and elective courses.

(c) Articulate any additional departmental or graduate academic requirements, such as satisfying institutional and major field grade point average requirements, a passing grade in any comprehensive exams, or completion of a thesis or dissertation.

(2) In addition to providing degree requirements, the institution shall provide to Service members who have previous coursework from other accredited institutions and relevant military training and experiential learning an evaluated educational plan that indicates how many, if any, transfer credits it intends to award and how these will be applied toward the Service member’s educational program. The evaluated educational plan will be provided within 60 days after the individual has selected a degree program and all required official transcripts have been received.

(3) When a Service member changes his or her educational goal or major at the attending school and the Service's education advisor approves the change, then the institution will provide a new evaluated educational plan to the Service member and the Service. Only courses listed in the Service member’s education plan will be approved for TA.

(4) Degree requirements in effect at the time of each Service member’s enrollment will remain in effect for a period of at least 1 year beyond the program’s standard length, provided the Service member is in good academic standing and has been continuously enrolled or received an approved academic leave of absence. Adjustments to degree requirements may be made as a result of formal changes to academic policy pursuant to institutional or departmental

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

determination, provided that:

(a) They go into effect at least 2 years after affected students have been notified; or

(b) In instances when courses or programs are no longer available or changes have been mandated by a State or accrediting body, the institution shall work with affected Service members to identify substitutions that would not hinder the student from graduating in a timely manner.

d. Approved and TA Eligible Courses

(1) Approved Courses. If an eligible Service member decides to use TA, educational institutions will enroll him or her only after the TA is approved by the individual's Service. Service members will be solely responsible for all tuition costs without this prior approval. This requirement does not prohibit an educational institution from pre-registering a Service member in a course in order to secure a slot in the course. If a school enrolls the Service member before the appropriate Service approves Military TA, then the Service member could be responsible for the tuition. All Military TA must be requested and approved prior to the start date of the course. The Military TA is approved on a course-by-course basis and only for the specific course(s) and class dates that a Service member requests. If a military student "self-identifies" their eligibility and the Service has not approved the funding, then the Service member will be solely responsible for all tuition costs, not the Service.

(2) TA Eligible Courses. Courses shall be considered eligible for TA if they are:

(a) Part of an individual's evaluated educational plan; or

(b) Prerequisites for courses within the individual's evaluated educational plan; or

(c) Required for acceptance into a higher-level degree program, unless otherwise specified by Service regulations.

e. Use of Financial Aid With TA

(1) "Top-Up" eligible active duty DoD personnel may use this Montgomery or Post-9/11 G.I. Bill benefit in conjunction with TA funds from their Service to cover those course costs to the Service member that exceed the amount of TA paid by his or her Service. Reserve Component members who have paid for Chapter 30 G.I. Bill benefits may use those benefits concurrently with TA. Reserve Component members who have earned entitlement for the Post-9/11 G.I. Bill may combine VA benefits and TA as long as the combined benefits do not total more than 100 percent of the actual costs of tuition and fees.

(2) DoD personnel are entitled to consideration for all forms of financial aid that educational institutions make available to students at their home campus. Educational institution

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

financial aid officers shall provide information and application processes for scholarships, fellowships, grants, loans, etc., to DoD TA recipients.

(3) Service members identified as eligible DoD TA recipients, who qualify for Pell Grants through the Department of Education's student aid program, shall have their TA benefits applied to their educational institution's account prior to the application of their Pell Grant funds to their account. Unlike TA funds, which are tuition-restricted, Pell Grant funds are not tuition-restricted and may be applied to other allowable charges on the account.

f. Administration of Tuition and Fees

(1) The Services will provide TA in accordance with DoD- and Service-appropriate regulations. Any additional fees will be paid by the Service member to the institution at the time of registration in accordance with the institution's policy.

(2) TA will be limited to tuition and reimbursable fees that are specifically required as a condition of enrollment in a particular course or term of enrollment of the Service member in that educational institution, are charged to all students, and are refundable to the same extent as tuition in accordance with the institution's tuition refund policy. At a minimum, tuition and fees must be 100 percent refundable up until the start of the course.

(3) Tuition charged to a Service member will in no case exceed the rate charged to nonmilitary students, unless agreed upon in writing by both the institution and the Service.

(4) Institutions shall provide their tuition and fee charges for each degree program to the Services on an annual basis. Any changes in the tuition and fee charges will be provided to and justified to all the Services, as soon as possible, but not fewer than 90 days prior to implementation. If the MOU is with a single educational institution, at a single location, with only one Service, the justification will be provided to that Service, which will then provide that information to the other Services.

(a) Tuition and fees at many public institutions are established by entities over which they have no jurisdiction, such as State legislatures and boards. As such, in some instances tuition and fees decisions will not be made within the 90-day requirement window.

(b) When this happens, the institution should request a waiver (via the DoD MOU webpage) and provide the Services with the new tuition and fee charges. This will ensure the correct rates are applied when a Service member requests tuition and fees to attend the State institution.

(5) Refunds of Government-funded TA will be paid in accordance with the institution's published refund policy and will go to the Service, not to the Service member.

(6) The institution will refund to the Service the total amount of tuition and fees paid for

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

a course that is cancelled by the institution.

(7) TA invoicing information is located in the Service-specific addendums attached to this MOU.

g. Course Cancellations. Institutions are responsible for notifying Service members of class cancellations for both classroom and DL courses.

h. Materials and Electronic Accessibility

(1) Institutions will ensure that course materials are readily available, either electronically or in print medium, and provide information about where the student may obtain class materials at the time of enrollment or registration.

(2) Institutional representatives shall refrain from encouraging or requiring students to purchase course materials prior to confirmation of sufficient enrollments to conduct the class. Students will be encouraged to verify course acceptance by CCAF (Air Force only) or other program(s), with the installation education advisor before enrolling or requesting TA.

(3) Institutions will provide, where available, electronic access to their main administrative and academic center's library materials, professional services, relevant periodicals, books, and other academic reference and research resources in print or online format that are appropriate or necessary to support the courses offered. Additionally, institutions will ensure adequate print and non-print media resources to support all courses being offered, are available at base or installation library facilities, on-site Institution resource areas, or via electronic transmission.

i. Graduation Achievement Recognition

(1) The educational institution shall issue, at no cost to the Government, documentation as proof of completion, such as a diploma or certificate, to each student who completes the respective program requirements and meets all financial obligations.

(2) In accordance with Service requirements, the institution shall provide the Service concerned with a list of those TA recipients who have completed a certificate, diploma, or degree program. The list will include the degree level, major, and program requirements completion date.

(3) The academic credentials for certificate, diploma, or degree completion should reflect the degree-granting institution and campus authorized to confer the degree.

(a) If the Service member attends a branch of a large, multi-branch university system, the diploma may indicate the credential of the specific campus or branch of the institution from which the student received his or her degree

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

(b) Credentials shall be awarded to Service members with the same institutional designation as non-Service members who completed the same course work for a degree from the same institution.

(4) The institution shall provide students with the opportunity to participate in a graduation ceremony.

j. Reporting Requirements and Performance Metrics

(1) The institution shall provide reports via electronic delivery on all DoD TA recipients for programs and courses offered to personnel as required by the cognizant Service. This includes, but is not limited to, TA transactions, final course grades to include incompletes and withdrawals, degrees awarded, certificates earned, evaluated educational plans, courses offered, class rosters of Service members, and military graduation.

(a) All reporting and transmitting of this information shall be done in conformity with all applicable privacy laws, including FERPA.

(b) Institutions shall respond to these requests in a timely fashion, which will vary based on the specific nature and scope of the information requested.

(2) The cognizant Service may evaluate the institution's overall effectiveness in administering its academic program, courses, and customer satisfaction to the Department of Defense. A written report of the findings will be provided to the institution. The institution shall have 90 calendar days to review the report, investigate if required, and provide a written response to the findings.

(3) The Services may request reports from an institution at any time, but not later than 2 years after termination of the MOU with such institution. Responses to all requests for reports shall be provided within a reasonable period of time, and generally within 14 calendar days. Institutional response time will depend on the specific information sought by the Services in the report.

5. REQUIREMENTS AND RESPONSIBILITIES FOR THE DELIVERY OF ON-INSTALLATION VOLUNTARY EDUCATION PROGRAMS AND SERVICES

a. The requirements in this section pertain to institutions operating on a military installation. An installation MOU:

(1) Is required if an institution is operating on a military installation.

(2) Contains only the installation-unique requirements coordinated, documented, and

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

retained by the installation's education advisor, with concurrence from the appropriate Service voluntary education representative, and presented to the installation commander for final approval.

(3) Cannot conflict with the DoD Voluntary Education Partnership MOU and governing regulations.

b. Educational institutions shall:

(1) Agree to have a separate installation MOU if they have a Service agreement to provide on-installation courses or degree programs. The installation MOU contains the installation-unique requirements that will be coordinated, documented, and retained by the installation's education advisor, with concurrence from the appropriate Service voluntary education representative, and presented to the installation commander for final approval.

(2) Comply with the installation-unique requirements in the installation MOU that do not conflict with the DoD Voluntary Education Partnership MOU and governing regulations.

(3) Agree to coordinate degree programs offered on the installation with the installation's education advisor, who will receive approval from the installation commander, prior to the opening of classes for registration.

(4) Admit candidates to the institution's on-installation programs at their discretion; however, priority for registration in installation classes will be given in the following order:

(a) Service members.

(b) Federally funded DoD civilian employees.

(c) Eligible adult family members of Service members and DoD civilian employees.

(d) Military retirees.

(e) Non-DoD personnel.

(5) Provide the installation's education advisor, as appropriate, a tentative annual schedule of course offerings to ensure that the educational needs of the military population on the installation are met and to ensure no course or scheduling conflicts with other on-installation programs.

(6) Provide instructors for their installation courses who meet the criteria established by the institution to qualify for employment as a faculty member on the main administrative and academic center.

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

(7) Inform the installation education advisor about cancellations for classroom-based classes on military installations per the guidelines set forth in the separate installation MOU.

c. The Services' designated installation representative (usually the installation education advisor) shall be responsible for determining the local voluntary education program needs for the serviced military population and for selecting the off-duty educational programs to be provided on the installation, in accordance with the Services' policies. The Service, in conjunction with the educational institution, shall provide support services essential to operating effective educational programs. All services provided will be commensurate with the availability of resources (personnel, funds, and equipment). This support includes:

(1) Classroom and office space, as available. The Service will determine the adequacy of provided space.

(2) Repairs as required to maintain office and classroom space in "good condition" as determined by the Service, and utility services for the offices and classrooms of the institution located on the installation (e.g., electricity, water, and heat).

(3) Standard office and classroom furnishings within available resources. No specialized equipment will be provided.

(4) Janitorial services in accordance with installation facility management policies and contracts.

d. The Service reserves the right to disapprove installation access to any employee of the institution employed to carry out any part of this MOU.

e. Operation of a privately owned vehicle by institution employees on the installation will be governed by the installation's policies.

f. The installation education advisor will check with his or her Service's responsible office for voluntary education prior to allowing an educational institution to enter into an MOU with the installation.

6. REVIEW, MODIFICATIONS, SIGNATURES, EFFECTIVE DATE, EXPIRATION DATE, AND CANCELLATION PROVISION

a. Review. The signatories (or their successors) shall review this MOU periodically in coordination with the Services, but no less than every 5 years, to consider items such as current accreditation status, updated program offerings, and program delivery services.

b. Modifications. Modifications to this MOU will be in writing and, except for those required due to a change in State or Federal law, shall be subject to approval by both of the

Figure 1. Template of DoD MOU Between DoD Office of the USD(P&R) and Educational Institution, Continued

signatories below, or their successors.

c. Signatures. The authorized signatory for the Department of Defense will be designated by the USD(P&R). The authorized signatory for the institution will be determined by the institution.

d. Effective Date. This MOU is effective on the date of the later signature.

e. Expiration Date. This MOU will expire 5 years from the effective date, unless terminated or updated prior to that date in writing by the Department of Defense or the Institution.

f. Cancellation Provision. This MOU may be cancelled by either DoD or the Institution 30 days after receipt of the written notice from the cancelling party.

FOR THE DEPARTMENT OF DEFENSE:

FOR THE INSTITUTION:

DESIGNATED SIGNATORY

PRESIDENT or Designee

DATE

DATE

Figure 2. MOU Addendum for Education Services Between Educational Institution and the U.S. Air Force

ADDENDUM FOR EDUCATION SERVICES
BETWEEN
[NAME OF EDUCATIONAL INSTITUTION]
AND
THE U.S. AIR FORCE (USAF)

1. PURPOSE. This addendum is between [Name of Educational Institution], hereafter referred to as the “Institution,” and the USAF. The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to Service members, DoD civilian employees, eligible adult family members, military retirees, and non-DoD personnel not covered in the DoD Voluntary Education Partnership Memorandum of Understanding (MOU) between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institution. This addendum is not to be construed in any way as giving rise to a contractual obligation of the USAF to provide funds to the Institution that would be contrary to Federal law.

2. RESPONSIBILITIES

a. USAF Education and Training Section (ETS) Chief. The USAF ETS Chief shall:

(1) Maintain a continuing liaison with the designated Institution representative and be responsible for inspections and the acceptance of the Institution’s services. The ETS Chief will assist the Institution representative to provide military and USAF culture orientation to the Institution personnel.

(2) Review requests from Institutions with no on-installation MOU for permission of installation access and space within the ETS to counsel current students, provide information briefings and materials, attend education fairs, and provide other informational services approved by the installation commander. Approval depends on the installation commander. Approval of any school eligible for Military TA will be extended equally to all such schools; same time allotment, space, and frequency.

(3) Assist the Institution or refer them to the information technology contractor for training in the use of Academic Institution Portal (AI Portal) regarding input of Institution information, degree offerings, tuition rates, grades, invoices, degree completions, and search tools pre-built into the USAF online Voluntary Education System.

b. Institutions shall:

(1) Appoint and designate an Institution representative to maintain a continuing liaison with the USAF ETS Chief.

Figure 2. MOU Addendum for Education Services Between Educational Institution and the U.S. Air Force, Continued

- (2) Provide general degree requirements to each airman for his or her educational program and the ETS as soon as he or she decides to register with the Institution and while awaiting final evaluation of transfer credits.
- (3) Assume responsibility for the administration and proctoring of all course examinations not normally administered and proctored within the traditional, in-the-classroom setting.
- (4) Provide to airmen, upon their request, information on Institution policies including, but not limited to, course withdrawal dates and penalties, course cancellation procedures, course grade publication, fees (covered by military tuition assistance (Mil TA) and not covered by Mil TA), billing practices, and policy regarding incompleting of a course. Face-to-face counseling is not required.
- (5) Register and use the AI Portal to input Institution basic information, degree offerings, tuition rates, invoice submission, course grades submission, degree completions, and to pull pre-established educational institution reports while conducting business with the USAF.
- (6) Submit one consolidated invoice per term via the AI Portal for each class in which active duty military airmen are enrolled using Mil TA. Submission will be made during the term, no earlier than after the final add/drop/census date, and no later than 30 calendar days after the end of the term.
- (7) Submit course grades via the AI Portal for each class in which active duty military airmen are enrolled using Mil TA. Submission will be made no later than 30 calendar days after the end of the term.
- (8) Accept the Government Purchase Card for payment of Mil TA when the Institution accepts credit cards for any part of Institution business. If an institution does not accept credit cards:
- (a) The Air Force may grant the institution a waiver from these requirements for any tuition and fee payments for the program in which the active duty military airman is enrolled.
 - (b) The Air Force and the institution must negotiate the terms of the waiver, which are incorporated by reference into the terms of the MOU.
 - (c) The institution should be aware that payment could be delayed because the Air Force currently has an automatic payment system for credit card use. If a waiver is granted, the Air Force must use a paper-based system.
- (9) Provide a list of program graduates via the AI Portal consisting of student name, program title, program type (such as bachelor's degree), and date of graduation no later than 30

Figure 2. MOU Addendum for Education Services Between Educational Institution and the U.S. Air Force, Continued

calendar days after the end of the term in which graduation requirements are completed. If the AI Portal is not available, provide directly to the base Education and Training Section.

c. Institutions with no on-installation MOU are authorized to request permission for installation access and space within the ETS to counsel current students, provide information briefings and materials, attend education fairs, and other informational services. Approval depends on the installation commander. If approval is granted, then all other permissions will be authorized equally for any school eligible for Military TA; the same time allotment, space, and frequency.

d. All Institutions with an on-installation MOU or invitation for an on-installation activity, such as an educational fair, are authorized to counsel or provide information on any of their programs.

3. ADDITIONAL GUIDELINES

a. In addition to DoD policy outlined in the DoD MOU, the authorization of Mil TA is further governed by Air Force Instruction 36-2306, as well as applicable policy and guidance.

b. Installation access of non-DoD and non-installation personnel is at the discretion of the installation commander. Access once provided can be revoked at any time due to military necessity or due to conduct that violates installation rules or policies.

c. No off-base school will be given permanent space or scheduled for regularly recurring time on-base for student counseling.

Figure 3. MOU Addendum for Education Services Between Educational Institution and the U.S. Army

<p style="text-align:center"><u>ADDENDUM FOR EDUCATION SERVICES</u> <u>BETWEEN</u> <u>[NAME OF EDUCATIONAL INSTITUTION]</u> <u>AND</u> <u>THE U.S. ARMY</u></p> <p>1. <u>PURPOSE</u>. This addendum is between [Name of Educational Institution], hereafter referred to as the “Institution,” and the U.S. Army. The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to Service members, DoD civilian employees, eligible adult family members, military retirees, and non-DoD personnel not covered in the DoD Voluntary Education Partnership Memorandum of Understanding (MOU) between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institution. This addendum is not to be construed in any way as giving rise to a contractual obligation of the U.S. Army to provide funds to the Institution that would be contrary to Federal law.</p> <p>2. <u>RESPONSIBILITIES</u></p> <p>a. <u>Army Education Services Officer (ESO)</u>. In support of this addendum, the Army ESO shall maintain a continuing liaison with a designated Institution representative and be responsible for inspections and the acceptance of the Institution’s services. The ESO will provide assistance to the Institution representative to provide military and Army culture orientation to the Institution personnel.</p> <p>b. <u>Institution</u>. The Institution will:</p> <p>(1) Appoint and designate an Institution representative to maintain a continuing liaison with the Army ESO.</p> <p>(2) Adopt the GoArmyEd processes. GoArmyEd is the Army Continuing Education System (ACES) centralized and streamlined management system for the Army’s postsecondary voluntary education programs. Existing MOUs or Memorandums of Agreement, Tri-Services contracts, or other contracts that Institutions may have with military installations and ACES remain in place and should be supplemented with DoD Instruction 1322.25.</p> <p>(3) Agree to all of the terms in the ACES policies and procedures, available at https://www.hrc.army.mil/site/education/GoArmyEd_School_Instructions.html, such as invoicing, grades, reports, library references, etc. For non-Letter of Instruction (LOI) institutions satisfying paragraph 3.f. of this DoD MOU, any requirements in ACES policies and procedures requiring institutions to be a member of SOC are hereby waived.</p>
--

(4) Institutions currently participating with GoArmyEd as LOI and non-LOI schools, may continue to do so at the discretion of Headquarters, ACES. Non-LOI schools will be subject to the requirements of paragraphs 2.b.(2) and 2.b.(3) of this DoD MOU only to the extent that their existing non-LOI agreement with the U.S. Army provides.

SAMPLE

Figure 4. MOU Addendum for Education Services Between Educational Institution and the U.S. Marine Corps

<p style="text-align:center"><u>ADDENDUM FOR EDUCATION SERVICES</u> <u>BETWEEN</u> <u>[NAME OF EDUCATIONAL INSTITUTION]</u> <u>AND</u> <u>THE U.S. MARINE CORPS</u></p> <p>1. <u>PURPOSE</u>. This addendum is between [Name of Educational Institution], hereafter referred to as the “Institution,” and the U.S. Marine Corps. The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to Service members, DoD civilian employees, eligible adult family members, military retirees, and non-DoD personnel not covered in the DoD Voluntary Education Partnership Memorandum of Understanding between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institution. This addendum is not to be construed in any way as giving rise to a contractual obligation of the U.S. Marine Corps to provide funds to the Institution that would be contrary to Federal law.</p> <p>2. <u>RESPONSIBILITIES</u></p> <p>a. <u>Marine Corps Education Services Officer (ESO)</u>. In support of this addendum, the Marine Corps ESO shall maintain a continuing liaison with a designated Institution representative and be responsible for inspections and the acceptance of the Institution’s services. The ESO will provide assistance to the Institution representative to provide military and Marine Corps culture orientation to the Institution personnel.</p> <p>b. <u>Institution</u>. The Institution will:</p> <p>(1) Appoint and designate an Institution representative to maintain a continuing liaison with the Marine Corps ESO.</p> <p>(2) Provide open enrollment during a designated time period in courses conducted through media (e.g., portable media devices or computer-aided). Those courses shall be on an individual enrollment basis.</p> <p>(3) When operating on a Marine base, provide all required equipment when the Institution provides instruction via media.</p> <p>(4) When operating on a Marine base, provide library services to the Marine Corps base/installation for students in the form of research and reference materials (e.g., books, pamphlets, magazines) of similar quality to the support provided students on the institution's home campus. Services shall also include research and reference material in sufficient quantity to meet curriculum and program demands. Materials shall be, at a minimum, the required readings of the instructor(s) for a particular course or program, or the ability for the student to</p>

Figure 4. MOU Addendum for Education Services Between Educational Institution and the U.S. Marine Corps, Continued

request a copy of such material, from the institution's main library, without any inconvenience or charge to the student (e.g., a library computer terminal that may allow students to order material and have it mailed to their residence).

(5) Route publicity generated for an installation community through the base ESO.

(6) Permit employment of off-duty military personnel or Government civilian employees by the institution, provided such employment does not conflict with the policies set forth in DoD Regulation 5500.7-R. However, Government personnel employed in any way in the administration of this addendum will be excluded from such employment because of conflict of interest.

3. BILLING PROCEDURES AND FORMAL GRADES

a. Comply with wide area work flow process for invoicing tuition assistance.

b. Grades shall be submitted through the Navy College Management Information System grade entry application.

c. Grade reports shall be provided to the Naval Education and Training Professional Development and Technology Center within 30 days of term ending date or completion of the course, whichever is earlier.

Figure 5. MOU Addendum for Education Services Between Educational Institution and the U.S. Navy

ADDENDUM FOR EDUCATION SERVICES
BETWEEN
[NAME OF EDUCATIONAL INSTITUTION]
AND
THE U.S. NAVY

1. PURPOSE. This addendum is between [Name of Educational Institution], hereafter referred to as the “Institution,” and the U.S. Navy. The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to Service members, DoD civilian employees, eligible adult family members, military retirees, and non-DoD personnel not covered in the DoD Voluntary Education Partnership Memorandum of Understanding between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institution. This addendum is not to be construed in any way as giving rise to a contractual obligation of the Department of the Navy to provide funds to the academic Institution that would be contrary to Federal law.

2. RESPONSIBILITIES

a. Commanding Officer Responsible for Execution of the Voluntary Education Program. The commanding officer responsible for execution of the voluntary education program shall:

(1) Determine the local voluntary education program needs for the Navy population to be served and recommend to the installation commander the educational programs to be offered on the base.

(2) Administer this agreement and provide program management support.

(3) Manage the Navy College Program Distance Learning Partnership (NCPDLP) agreements.

b. Navy College Office (NCO). In support of this addendum, the NCO will maintain a continuing liaison with the designated Institution representative and be responsible for inspections and the acceptance of the Institution’s services. The NCO will provide assistance to the Institution representative to provide military and Navy culture orientation to the Institution personnel.

c. Institution. The Institution will:

(1) If a distance learning partner institution:

(a) Comply with NCPDLP agreements, if an institution participates in NCPDLP.

Figure 5. MOU Addendum for Education Services Between Educational Institution and the U.S. Navy, Continued

(b) Provide a link to the academic institution through the Navy College Program Website, only if designated as an NCPDLP school.

(c) Display the academic Institution's advertising materials (i.e., pamphlets, posters, and brochures) at all NCOs, only if designated as an NCPDLP school.

(2) Appoint and designate an Institution representative to maintain a continuing liaison with the NCO staff.

(3) Comply with wide area work flow processes for invoicing of tuition assistance. Grades will be submitted to the Navy College Management Information System grade entry application.

(4) Ensure library resource arrangements are in accordance with the standards of the Institution's accrediting association and the State regulatory agency having jurisdiction over the academic Institution.

(5) Respond to e-mail messages from students within a reasonable period of time - generally within 2 workdays, unless extenuating circumstances would justify additional time.

(6) Comply with host command procedures before starting instructor-based courses on any Navy installation. The NCO shall negotiate a separate agreement with the academic Institution in concert with the host command procedures.

(7) Mail an official transcript indicating degree completion, at no cost to the sailor or the Government, to:

Center for Personal and Professional Development
ATTN: Virtual Education Center
1905 Regulus Ave., Suite 234
Virginia Beach, VA 23461-2009

GLOSSARY

PART I. ABBREVIATIONS AND ACRONYMS

ACE	American Council on Education
ACES	Army Continuing Education System
AGR	Active Guard and Reserve
AI	academic institution
AARTS	Army/ACE Registry Transcript System
ASD(RA)	Assistant Secretary of Defense for Reserve Affairs
CCAF	Community College of the Air Force
CD-ROM	compact disc read-only memory
DANTES	Defense Activity for Non-Traditional Education Support
DASD(MCFP)	Deputy Assistant Secretary of Defense for Military Community and Family Policy
DL	distance learning
DoDD	DoD Directive
DoDI	DoD Instruction
EA	Executive Agent
ESO	Education Services Officer
ETS	Education and Training Section
FERPA	Family Educational Rights and Privacy Act
GPA	grade point average
IRR	Individual Ready Reserve
LOI	Letter of Instruction
Mil TA	military tuition assistance
MOU	memorandum of understanding
MVER	Military Voluntary Education Review
NCPDLP	Navy College Program Distance Learning Partnership
OPE ID	Office of Postsecondary Education identification number
RC	Reserve Component
SELRES	Selected Reserve
SMARTS	Sailor/Marine ACE Registry Transcript System
SOC	Servicemembers Opportunity Colleges

TA	tuition assistance
TTT	Troops-to-Teachers
USAF	United States Air Force
U.S.C.	United States Code
USD(P&R)	Under Secretary of Defense for Personnel and Readiness

PART II. DEFINITIONS

These terms and their definitions are for the purpose of this Instruction.

academic. Having to do with general or liberal arts education, rather than technical or vocational.

academic skills. Competencies in English, reading, writing, speaking, mathematics, and computer skills that are essential to successful job performance and new learning. Also referred to as functional or basic skills.

ACE. The major coordinating body for all of the Nation's higher education institutions. Seeks to provide leadership and a unifying voice on key higher education issues and publishes the Guide to the Evaluation of Educational Experiences in the Armed Services.

AGR. National Guard or Reserve members of the SELRES who are ordered to active duty or full-time National Guard duty for a period of 180 consecutive days or more for the purpose of organizing, administering, recruiting, instructing, or training the RC units or duties prescribed in section 12310 of Reference (e). All AGR members must be assigned against an authorized mobilization position in the unit they support. (Includes Navy full-time support, Marine Corps Active Reserve, and Coast Guard Reserve Personnel Administrators).

annual TA ceiling. The maximum dollar amount authorized for each Service member for TA per fiscal year. Each Service member participating in off-duty voluntary education programs shall be entitled to the full amount authorized each fiscal year in accordance with DoD policy.

Army/ACE Registry Transcript System. An automated official document generated by the Army/ACE Registry Transcript System which can be sent directly from the Army/ACE Registry Transcript System Center to the educational institution to articulate a soldier's military experience and training and the ACE-recommended college credit for this training and experience.

degree requirements. A planning document provided by the educational institution that outlines general required courses to complete an educational program. The planning document presents the general education and major-related course requirements, degree competencies (e.g., foreign language, computer literacy), and elective course options that students may choose for a specified program of study.

education advisor. A professionally qualified subject matter expert or program manager in the education field at the installation education center. The following position titles may also be used for an education advisor: Education Services Specialist, ESO, Voluntary Education Director, Navy College Office Director, and Education and Training Section Chief.

education center. A military installation facility, including office space, classrooms, laboratories, and other features, that is staffed with professionally qualified personnel and to conduct voluntary education programs. For Navy, this is termed the “Navy College Office.”

educational plan. A planning document provided by the educational institution that outlines general degree requirements for graduation. Typically an educational plan presents the general education and major-related course requirements, degree competencies (e.g., foreign language, computer literacy), and elective course options that students may choose for a specified program of study. This document is required from the institution upon the successful completion of 6 semester hours by the Service member at the institution.

eligible adult family member. The adult family member, over the age of 18, of an active duty, Reserve, National Guardsman, or DoD civilian with a valid DoD identification card.

evaluated educational plan. An official academic document provided by the educational institution that: (1) articulates all degree requirements required for degree completion or in the case of a non-degree program, all educational requirements for completion of the program; (2) identifies all courses required for graduation in the individual’s intended academic discipline and level of postsecondary study; and (3) includes an evaluation of all successfully completed prior coursework, and evaluated credit for military training and experience, and other credit sources applied to the institutional degree requirements. For participating SOC Degree Network System institutions, SOC Army Degrees, SOC Navy Degrees, SOC Marine Corps Degrees, or SOC Coast Guard Degrees Student Agreement serves as this documented educational plan.

IRR. A manpower pool consisting principally of individuals who have had training, have previously served in the Active Component or in the SELRES, and have some period of their military service obligation or other contractual obligation remaining. Some individuals volunteer to remain in the IRR beyond their military service or contractual obligation and participate in programs providing a variety of professional assignments and opportunities for earning retirement points and military benefits.

MVER. A third-party evaluation of voluntary education programs covered by the DoD Voluntary Education Partnership MOU.

needs assessment. A process used to determine the staffing requirements, course offerings, size of facilities, funding, or other standards for delivery of educational programs.

off-duty. Time when the Service member is not scheduled to perform official duties.

Ready Reserve. Composed of military members of the Reserve and National Guard, organized in units or as individuals, or both, and liable for involuntary order to active duty in time of war or national emergency pursuant to sections 12310 and 12301 of Reference (e) and section 712 of Reference (j) in the case of members of the Coast Guard Reserve. The Ready Reserve consists of the SELRES, the IRR, and the Inactive National Guard.

Sailor/Marine ACE Registry Transcript System. An automated official document generated by the Sailor/Marine ACE Registry Transcript System, which can be sent directly from the Sailor/Marine ACE Registry Transcript System Operations Center to the educational institution to articulate a Sailor's or Marine's military experience and training and the ACE recommended college credit for this training and experience.

SELRES. Those units and individuals within the Ready Reserve designated by their respective Service as essential to wartime missions and who must therefore maintain a higher priority over all other Reserves. The SELRES includes Reserve unit members (including members in the training pipeline and drilling Reservists in units), individual mobilization augmentees, and AGR members.

semester-hour TA cap. The maximum dollar amount authorized for TA per semester-hour credit. A Service shall pay no more than the established DoD cap.

SOC. A consortium of over 1800 colleges and universities, created in 1972 that seeks to enhance the educational opportunities to Service members who may have difficulty in completing college programs due to frequent military moves.

TA. Funds provided by the Military Services or U.S. Coast Guard to pay a percentage of the charges of an educational institution for the tuition of an active duty, Reserve, or National Guard member of the Military Services, or Coast Guard member, enrolled in approved courses of study during off-duty time.

Top-Up. An option, under chapter 30 of the Montgomery G.I. Bill and Post-9/11 G.I. Bill, that enables active duty Service members to receive from the Department of Veterans Affairs those tuition and fee costs that exceed the amount of TA provided to the Service member by his or her Service.

TTT Program. A Department of Education program administered by the Department of Defense to help recruit quality teachers for schools that serve low-income families throughout America. TTT helps relieve teacher shortages, especially in math, science, special education, and other high-needs subject areas, and assists military personnel in making successful transitions to second careers in teaching.

voluntary education programs. Continuing, adult, or postsecondary education programs of study that Service members elect to participate in during their off-duty time, and that are available to other members of the military community.