APPENDIX TO ENCLOSURE 3

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

Figure 1. 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. 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, or retirees in an educational institution's academic programs, or a guarantee for DoD 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 DoD installations outside of the United States will 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 Voluntary Education Partnership MOU with the Department of Defense will sign this MOU:

(a) At the expiration of their current MOU (renewal);

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

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

1. Contains the installation-unique requirements that the responsible 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, Title10 of the United States Code; DoD Directive 1322.08E, "Voluntary Education Programs for Military Personnel"; DoD Instruction 1322.25, "Voluntary Education Programs"; DoDI 1322.19, "Voluntary Education Programs in Overseas Areas"; and all DoD 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 DoD 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 ED, approved for VA funding, and certified to participate in federal student aid programs through ED under Title IV of the Higher Education Act of 1965.

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

d. Comply with state authorization requirements consistent with regulations issued by ED, including 34 C.F.R. 600.9. Educational institutions must meet all State laws as they relate to distance education as required.

e. Participate in the Third Party Education Assessment process when requested. This requirement applies not only to educational institutions providing courses on DoD installations, but also to those educational institutions that provide postsecondary instruction located off the DoD installation or via DL. Educational institutions may be selected for Third Party Education Assessment based on provider offerings (on-installation, off-installation, or DL), education benefits received (large provider in terms of enrollments or TA funds), or an observed promising practice. Educational institutions may also be selected as a result of reports of non-compliance with the DoD Voluntary Education Partnership MOU, complaint(s) received, or negative information received from other government agencies and regulators. Educational institutions demonstrating an unwillingness to resolve findings may receive a range of penalties from a written warning to revocation of the DoD Voluntary Education Partnership MOU and removal from participation in the DoD TA Program. As appropriate, Third Party Education Assessment findings will be shared

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

with other government agencies/regulators including but not limited to the CFPB, VA, ED, DOJ, and FTC.

(1) If an educational institution is operating on the DoD installation, the educational institution will resolve the assessment report findings and provide corrective actions taken within 6 months of the Third Party Education Assessment to the responsible education advisor on the DoD installation, the appropriate Service Voluntary Education Chief, and the DoD Voluntary Education Chief.

(2) If an educational institution is operating off the DoD installation or via DL, the educational institution will resolve the assessment report findings and provide corrective actions taken within 6 months of the Third Party Education Assessment to the DoD Voluntary Education Chief.

(3) In instances when the resolution action cannot be completed within the 6 month timeframe, the educational institution will submit a status report every 3 months to the responsible education advisor on the DoD installation if the educational institution is operating on the DoD installation, and the DoD Voluntary Education Chief, until the recommendation is resolved.

f. Before enrolling a Service member, provide each prospective military student with specific information to locate, explain, and properly use the following ED and CFPB tools:

(1) The College Scorecard which is a planning tool and resource to assist prospective students and their families as they evaluate options in selecting a school and is located at: http://collegecost.ed.gov/scorecard/.

(2) The College Navigator which is a consumer tool that provides school information to include tuition and fees, retention and graduation rates, use of financial aid, student loan default rates and features a cost calculator and school comparison tool. The College Navigator is located at: http://nces.ed.gov/collegenavigator/.

(3) The Financial Aid Shopping Sheet which is a model aid award letter designed to simplify the information that prospective students receive about costs and financial aid so they can easily compare institutions and make informed decisions about where to attend school. The Shopping Sheet can be accessed at: http://www2.ed.gov/policy/highered/guid/aid-offer/index.html.

(4) The "Paying for College" webpage which can be used by prospective students to enter the names of up to three schools and receive detailed financial information on each one and to enter actual financial aid award information. The tool can be accessed at: http://www.consumerfinance.gov/paying-for-college/.

g. Designate a point of contact or office for academic and financial advising, including access to disability counseling, to assist Service members with completion of studies and with job search activities.

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

(1) The designated person or office 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 educational institution;

(2) The point of contact will have a basic understanding of the military tuition assistance program, ED Title IV funding, education benefits offered by the VA, and familiarity with institutional services available to assist Service members.

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

h. Before offering, recommending, arranging, signing-up, dispersing, or enrolling Service members for private student loans, provide Service members access to an institutional financial aid advisor who will make available appropriate loan counseling, including, but not limited to:

(1) Providing a clear and complete explanation of available financial aid, including Title IV of the Higher Education Act of 1965, as amended.

(2) Describing the differences between private and federal student loans to include terms, conditions, repayment and forgiveness options.

(3) Disclosing the educational institution's student loan Cohort Default Rate (CDR), the percentage of its students who borrow, and how its CDR compares to the national average. If the educational institution's CDR is greater than the national average CDR, it must disclose that information and provide the student with loan repayment data.

(4) Explaining that students have the ability to refuse all or borrow less than the maximum student loan amount allowed.

i. Have a readmissions policy for Service members that:

(1) Allows Service members and reservists to be readmitted to a program if they are temporarily unable to attend class or have to suspend their studies due to service requirements.

(2) Follows the regulation released by ED (34 C.F.R. 668.8) regarding readmissions requirements for returning Service members seeking readmission to a program that was interrupted due to a Military service obligation, and apply those provisions to Service members that are temporarily unable to attend classes for less than 30 days within a semester or similar enrollment period due to a Military service obligation when such absence results in a withdrawal under institution policies. A description of the provisions for U.S. Armed Forces members and their families is provided in Chapter 3 of Volume 2 of the Federal Student Aid Handbook.

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

j. Have policies in place compliant with program integrity requirements consistent with the regulations issued by ED (34 C.F.R 668.71-668.75 and 668.14) related to restrictions on misrepresentation, recruitment, and payment of incentive compensation. This applies to the educational institution itself and its agents including third party lead generators, marketing firms, or companies that own or operate the educational institution. As part of efforts to eliminate unfair, deceptive, and abusive marketing aimed at Service members, educational institutions will:

(1) Ban inducements, including any gratuity, favor, discount, entertainment, hospitality, loan, transportation, lodging, meals, or other item having a monetary value of more than a *de minimis* amount, to any individual or entity, or its agents including third party lead generators or marketing firms 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. Educational institution sponsored scholarships or grants and tuition reductions available to military students are permissible

(2) 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.

(3) Refrain from high-pressure recruitment tactics such as making multiple unsolicited contacts (3 or more), including contacts by phone, email, or in-person, and engaging in same-day recruitment and registration for the purpose of securing Service member enrollments

k. Refrain from automatic program renewals, bundling courses or enrollments. The student and Military Service must approve each course enrollment before the start date of the class.

l. The educational institution will obtain the approval of their accrediting agency for any new course or program offering, provided such approval is required under the substantive change requirements of the accrediting agency. Approval must be obtained before the enrollment of a Service member into the new course or program offering

m. If the educational institution is a member of the Service members Opportunity Colleges (SOC), in addition to the requirements stated in paragraphs 3a through 3l of this DoD MOU, the educational institution will:

(1) Adhere to the SOC 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. DoD MOU Between DoD Office of the USD (P&R) and Educational Institution, Continued

(3) Recognize and use the 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 transcripted by CCAF, when applicable to a Service member's program.

n. If an institution is not a member of SOC, in addition to the requirements stated in paragraphs 3a through 3l of this MOU, the institution will:

(1) Disclose its transfer credit policies and articulated credit transfer agreements before a Service member's enrollment. Disclosure will explain acceptance of credits in transfer is determined by the educational institution to which the student wishes to transfer and refrain from making unsubstantiated representations to students about acceptance of credits in transfer by another institution.

(a) If the educational institution accepts transfer credit from other accredited educational 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 educational 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, will be left to the educational 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 educational institution's policies generally permit the award of credit for comparable prior learning experiences, the educational institution agrees to evaluate the learning experiences documented on the Service member's official Service transcripts, and, if appropriate, award credit.

(b) The JST is an official education transcript tool for documenting the recommended college credits for professional military education, training courses, and occupational experiences of Service members across the Services. The JST incorporates data from documents such as the 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) Decisions about the amount of experiential learning credit awarded, and how it will be applied to the student's program, will be left to the educational institution. Once an educational institution has evaluated a particular military training or experiential learning opportunity for a

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

given program, the educational 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) If general policy permits, award transfer credit or credit for prior learning to:

(a) Replace a required course within the major;

(b) Apply as an optional course within the major;

(c) Apply as a general elective;

(d) Apply as a basic degree requirement; or

(e) Waive a prerequisite.

(4) 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.

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

(6) Before 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 educational institution, which could have implications for the Service member's enrollment status. This information will also include an explanation of the educational institution's grievance policy and process.

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

4. TA PROGRAM REQUIREMENTS FOR EDUCATIONAL INSTITUTIONS

a. One Single Tuition Rate. All Service members attending the same educational 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 Title10 and using Title10 Military Tuition

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

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.

(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 (u)), DoD recognizes that educational institutions are required to obtain consent before sharing personally identifiable non-directory information with a third party. Service members must authorize the educational 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 educational institution wants to ensure confidentiality during the transmission of data to the third party, then the educational 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 Educational Plans

(1) Educational institutions will disclose general degree requirements for the Service member's educational program (evaluated educational plan) to the member and his or her Service before the enrollment of the Service member at the educational institution. These requirements, typically articulated in the educational 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.

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

(2) In addition to providing degree requirements, the educational institution will 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 admission to the educational institution in which 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 educational institution will provide a new evaluated educational plan to the Service member and the Service within 60 days. Only courses listed in the Service member's evaluated educational 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 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 educational institution will identify low or no cost solutions, working with affected Service members to identify substitutions that would not hinder the student from graduating in a timely manner.

(5) Degree requirements and evaluated educational plans will meet educational requirements for credentialing in stated career field and graduates of a program will be eligible for relevant professional license or certification. Educational institutions will disclose any conditions (state or agency limitations) or additional requirements (training, experience, or exams) required to obtain relevant credentials.

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

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

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 will 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. RC members who qualify for Montgomery G.I. Bill benefits may use those benefits concurrently with TA. RC members who have earned entitlement for the Post-9/11 G.I. Bill can use both VA education benefits and TA, but VA will only pay for the portion of tuition not covered by TA. Therefore the combination of VA education benefits and TA will not exceed 100 percent of the actual costs of tuition.

(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 financial aid officers will provide information and application processes for Title IV student aid programs, scholarships, fellowships, grants, loans, etc., to DoD TA recipients.

(3) Service members identified as eligible DoD TA recipients, who qualify for Pell Grants through ED's student aid program, will 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

(1) The Services will provide TA in accordance with DoD- and Service-appropriate regulations.

(2) Educational institutions will comply with these requirements for the return of TA funds:

(a) Return any TA Program funds directly to the Military Service, not to the Service member.

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

(b) Up to the start date, return all (100 percent) TA funds to the appropriate Military Service when the Service member does not:

(i) Begin attendance at the institution; or

(ii) Start a course, regardless of whether the student starts other courses.

(c) Return any TA funds paid for a course that is cancelled by the educational institution.

(d) Have an institutional policy that returns any unearned TA funds on a proportional basis through at least the 60 percent portion of the period for which the funds were provided. TA funds are earned proportionally during an enrollment period, with unearned funds returned based upon when a student stops attending. In instances when a Service member stops attending due to a military service obligation, the educational institution will work with the affected Service member to identify solutions that will not result in a student debt for the returned portion.

(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 educational institution and the Service.

(4) Educational institutions will provide their tuition charges for each degree program to the Services on an annual basis. Any changes in the tuition charges will be provided to and explained to all the Services, as soon as possible, but not fewer than 90 days prior to implementation.

(a) Tuition charges 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 decisions will not be made within the 90-day requirement window.

(b) When this happens, the educational institution will request a waiver, (via the DoD MOU webpage) and provide the Services with the new tuition charges. To the extent practicable by State law or regulation, Service members already enrolled will not be impacted by changes in tuition charges.

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

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

h. Materials and Electronic Accessibility

(1) Educational institutions will ensure that course materials are readily available, either

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

electronically or in print medium, and provide information about where the student may obtain class materials at the time of enrollment or registration.

(2) Educational institution representatives will 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 responsible education advisor before enrolling or requesting TA.

(3) Educational 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, educational 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 will 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 educational institution will report to the Service concerned those TA recipients who have completed a certificate, diploma, or degree program. Reporting will occur at least annually and include the degree level, major, and program requirements completion date.

(3) The academic credentials for certificate, diploma, or degree completion will reflect the degree-granting educational 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 educational institution from which the student received his or her degree.

(b) Credentials will 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 educational institution will provide students with the opportunity to participate in a graduation ceremony.

j. Reporting Requirements and Performance Metrics

(1) The educational institution will provide reports via electronic delivery on all DoD TA

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

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, and military graduation. Educational institutions providing face-to-face courses on a DoD installation will provide a class roster to the responsible education advisor. The class roster will include information such as the name of the instructor, the first and last name of each student (military and non-military), the course title, the class meeting day(s), the start and ending time of the class, and the class location (e.g., building and room number).

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

(b) Educational institutions will 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 educational 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 educational institution. The educational institution will 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 educational institution at any time, but not later than 2 years after termination of the MOU with such educational institution. Responses to all requests for reports will 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 educational institutions operating on a DoD installation. An installation MOU:

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

(2) Contains only the installation-unique requirements coordinated by the responsible education advisor, with concurrence from the appropriate Service voluntary education representative, and approved by the installation commander.

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

b. Educational institutions will:

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

(1) Agree to have a separate installation MOU if they have a Service agreement to provide on-installation courses or degree programs.

(2) Comply with the installation-unique requirements in the installation MOU.

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

(4) Admit candidates to the educational institution's on-installation programs at their discretion; however, priority for registration in DoD 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 responsible education advisor, as appropriate, a tentative annual schedule of course offerings to ensure that the educational needs of the military population on the DoD installation are met and to ensure no course or scheduling conflicts with other on-installation programs.

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

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

c. The Services' designated installation representative (usually the responsible education advisor) will 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 DoD installation, in accordance with the Services' policies. The Service, in conjunction with the educational institution, will 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:

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

(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 educational institution located on the DoD 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 DoD installation facility management policies and contracts.

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

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

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

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

a. Review. The signatories (or their successors) will 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, will be subject to approval by both of the signatories below, or their successors.

c. Signatures. The authorized signatory for DoD will be designated by the USD(P&R). The authorized signatory for the educational institution will be determined by the educational 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 DoD or the educational institution.

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

f. Cancellation Provision. This MOU may be cancelled by either DoD or the educational institution 30 days after receipt of the written notice from the cancelling party. In addition, termination and suspension of an MOU with an educational institution may be done at any time for failure to follow a term of this MOU or misconduct in accordance with subsection 1r of Enclosure 3of DoDI 1322.25.

FOR THE DEPARTMENT OF DEFENSE:	FOR THE EDUCATIONAL INSTITUTION:
_____	_____
DESIGNATED SIGNATORY	PRESIDENT or Designee
_____	_____
DATE	DATE

SAMPLE

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 will:

(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 DoD 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 will:

(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 member for his or her educational program and the ETS as soon as he or she makes known their intention 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, and policy regarding incompletion 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) Adopt the AI Portal procedures for all payment processing. Institutions with a current waiver may continue to participate at the discretion of Air Force Voluntary Education Branch.

(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 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 DoD 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 Voluntary Education Partnership MOU, the authorization of Mil TA is further governed by Air Force Instruction 36-2306, as well as applicable policy and guidance.

b. DoD 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 DoD 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.

SAMPLE

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

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

1. PURPOSE. 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.

2. RESPONSIBILITIES

a. Army Education Services Officer (ESO). In support of this addendum, the Army ESO will 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.

b. Institution. The Institution will:

(1) Appoint and designate an Institution representative to maintain a continuing liaison with the Army ESO.

(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 DoD installations and ACES remain in place and will be supplemented with DoD Instruction 1322.25.

(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 MOU, any requirements in ACES policies and procedures requiring institutions to be a member of SOC are hereby waived.

(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 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

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

1. PURPOSE. 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.

2. RESPONSIBILITIES

a. Marine Corps Education Services Officer (ESO). In support of this addendum, the Marine Corps ESO will 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.

b. Institution. The Institution will:

(1) Appoint and designate an Institution representative to maintain a continuing liaison with the Marine Corps ESO.

(2) Provide open enrollment during a designated time period in courses conducted through media (e.g., portable media devices or computer-aided). Those courses will be on an individual enrollment basis.

(3) When operating on a Marine Corps installation, provide all required equipment when the Institution provides instruction via media.

(4) When operating on a Marine Corps installation, provide library services to the Marine Corps 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 will also include research and reference material in sufficient quantity to meet curriculum and program demands. Materials will be, at a minimum, the required readings of the instructor(s) for a particular course or program, or the

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

ability for the student to 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) 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 available at https://www.navycollege.navy.mil/links.

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

c. Grade reports will 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.

SAMPLE

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 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 will:

(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 institution through the Navy College Program Website, only if designated as an NCPDLP school.

(c) Display the 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 available at https://www.navycollege.navy.mil/links.

(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 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 will negotiate a separate agreement with the 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