

Dear Institutions,

As many of you are aware, the Department of Defense (DoD) has instituted a new requirement that all institutions participating in the DoD Military Tuition Assistance (TA) program must have a memorandum of understanding (MOU) with the DoD. The policy was published in the Department of Defense Instruction 1322.25, Subject: Voluntary Education dated 15 March 2011. The requirement to have a signed MOU becomes effective 1 January 2012. Schools wishing to participate in the DoD Military Tuition Assistance (TA) program must have a signed MOU on record with the DoD by that date in order to participate.

The intent of the DoD Voluntary Education Partnership Memorandum of Understanding is to ensure all educational providers are familiar with DoD policies prior to enrolling a Service member into their institution. Over the past month, we have received emails and calls from college and university officials requesting clarification to the terms in the MOU. To assist institutions we have embedded clarifications of the intent of a requirement into the MOU. The clarifications focus on frequently asked questions.

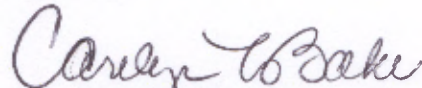
To the extent that any provision of the standard language of the DoD Voluntary Education Partnership MOU results in conflict with a state law or regulations, DoD may authorize amending standard language of the DoD Voluntary Education Partnership MOU on a case-by-case basis to the extent permissible by Federal law or regulation. Requests for an amendment must be submitted *by the institution requesting* the change. Prior to a review, by the DoD Office of General Council (legal office), the following documentation must be submitted to voledconcerns@navy.mil:

- (1) A copy of the DoD Voluntary Education Partnership MOU with each specific 'proposed' language change annotated in the DoD MOU and recommended verbiage to be considered if appropriate;
- (2) Specific state law or regulation reference requiring each language change(s);
- (3) Legal point of contact information (name, phone, email address).

We appreciate institutions having strong interest and a commitment to education Service members and we want them to continue to do so. It is our goal for Service members to continue with their educational goals at their current school. We are committed to working with you; please do not hesitate to contact us via email voledconcerns@navy.mil or call (850) 452-1111 ext. 3129.

I look forward to working together to ensure Service members can continue to pursue their educational goals.

Sincerely,



CAROLYN L. BAKER
Chief, DoD Continuing Education Programs
Department of Defense
OUSD (P&R) (MC&FP)

October 20, 2011

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 vocational 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.

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) Outside of the United States, education programs 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 at the expiration of their current MOU, or 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 on pages 31-38 of DoDI 1322.25, dated 15 Mar 2011) is required for an institution to participate in the DoD TA Program. An "installation MOU" (which is separate from this MOU) is required if an institution is operating on an installation or military base. Additionally, the installation MOU contains the installation-unique requirements 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. The installation MOU 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. Adhere to the Servicemembers Opportunity Colleges (SOC) Consortium Principles, Criteria, and Military Student Bill of Rights (located at <http://www.soc.aascu.org/socconsortium/PublicationsSOC.html>). SOC principles are based on the principles set forth in the Joint Statement on the Transfer and Award of Credit (available at <http://www.acenet.edu/Content/NavigationMenu/ProgramsServices/CLLL/Joint.htm>), which were developed by members of the American Association of Collegiate Registrars and Admissions Officers, the American Council on Education (ACE), and the Council for Higher Education Accreditation.

Institutions are not required to become members of SOC Consortium in order to sign the MOU. The intent of this requirement is for schools to strive to incorporate the SOC criteria to the maximum extent possible. This provision is to ensure that institutions provide, to the maximum extent possible, transparency and clarity for Service members about the institutional policies they will encounter as they seek to use their tuition assistance benefits at the institution.

e. Recognize, accept, and award credit where appropriate, from the Army/ACE Registry Transcript System, the Sailor/Marine ACE Registry Transcript System, the Community College of the Air Force (CCAF), and the Coast Guard Institute transcript as the official sources of military training and experience documentation with corresponding college credit recommendations, when processing the individual's documented educational plan.

The intent of the above requirement is for institutions to review a Service member's military transcript and where appropriate to recognize, accept and award credit if the military training and experience is applicable to fulfill academic requirement(s). DoD understands the transfer credit decisions and established practices of colleges and universities rest with the institution.

Please note Service members are extremely mobile in their military career, often attending several postsecondary institutions and receive extensive military training. The military training has been evaluated by American Council on Education (ACE). The transcripts mentioned in 3.e. document the military training courses taken and occupational experiences of Service member and the ACE credit recommendations. The recommendations are provided to assist an institution in assessing the applicability of military learning experiences to an educational program. If appropriate the credit may be applied to a student's program in various ways: (1) applied to the major to replace a required course, (2) applied as an optional course within the major, (3) applied as a general elective, (4) applied to meet basic degree requirements, or (5)

applied to waive a prerequisite. Credit granted by a postsecondary institution will depend on institutional policies and degree requirements.

f. 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 providing postsecondary instruction not located on the military installation or via DL.

All colleges and universities that sign the DoD Voluntary Education Participation MOU and accept tuition assistance funds are agreeing to a third party review/assessment of their education programs delivered to Service members. During the month of September 2011, DoD announced the award of the MVER Third Party Assessment contract to Management and Training Consultants, Inc. (MTCI). The purpose of the Third Party Assessment is to assess the quality of off-duty postsecondary educational programs and services used by Service members regardless of location or duty assignment and to assist in the improvement of these education programs and services. Periodic assessments will ensure the education programs provided to Service members funded by a tuition assistance program are of the same quality and meet the same academic criteria as that of other quality higher educational programs.

4. TA PROGRAM REQUIREMENTS FOR EDUCATIONAL INSTITUTIONS

a. One Single Tuition Rate. Educational institutions will have one single tuition rate for all Service members enrolled in the same course, regardless of Service component, within a specific Office of Postsecondary Education identification number (OPE ID). The OPE ID is assigned by the Department of Education to institutions approved to participate in Federal student financial aid programs. This single tuition rate includes active duty Service members, members of the Reserve Components (RCs), and the National Guard.

Clarification of one single tuition rate:

The intent of paragraph 4.a. of the MOU, is to ensure that all Service members (i.e., Soldiers, Airmen, Sailors, or Marines) attending the same institution, at the same location, enrolled in the same course, be charged the same tuition rate without regard to their branch of Service.

It is understood tuition rates may vary by mode of delivery (traditional/on-line), at the differing degree levels and programs, and residency designations (in-state/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. However, as stated in the paragraph above, "all Service members (i.e., Soldiers, Airmen, Sailors, or Marines) 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."

Please note:

- *DoD understands some states have mandated state rates for guard and reservists within the state. (Those Guard and Reservists not activated on U.S. Code Title X orders).*

- *National Guard and Reservists activated (active duty) should receive the same tuition rate as the active duty component, regardless of service branch. Guard or Reserve who are activated under Title X, can use Title X, Military Tuition Assistance.*

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.

Under Family Educational Rights and Privacy Act (FERPA), DoD recognizes institutions are required to obtain consent before sharing personally identifiable non-directory information with a third party.

DoD obtains from the Service member their authorization for the institutions to release / forward the course enrollment information required in 4. b. to DoD prior to the approval of course enrollment using tuition assistance.

Prior to transmitting information, if an institution wants to ensure confidentiality is maintained during the transmission of data to the third party, DoD recommends the institution contact the appropriate Service TA management point of contact to discuss security / confidentiality concerns.

c. Educational Plan

(1) Institutions will provide an evaluated educational plan to the Service member and his or her Service:

- (a) Within 60 days after the individual has been accepted for admission; or
- (b) After all required transcripts have been provided; or
- (c) After the individual has completed 6 semester hours with the institution; whichever comes first Section 4(c) of the MOU requires institutions to provide an evaluated educational plan to the service member and his or her Service:

DoD defines an education plan as a planning document provided by the educational institution that outlines general degree requirements for graduation. An educational plan, therefore, would not need to be individually customized for each Service member down to the level of specifying the exact coursework to be completed for the degree being sought. Typically, an educational plan would present the total number of credits needed for graduation, and divide them in accordance with institutional academic policies into general education, required and elective courses. The plan would also articulate any additional academic requirements, such as a passing grade in any comprehensive exams or completion of a thesis or dissertation. This information would be typically disclosed in most institutions' course catalog.

For the first enrollment, the education plan from the catalog will suffice. However, after the Service member has completed several courses, and assuming all necessary transcripts have been provided by the student to the institution, an evaluated education plan is required to ensure DoD is not paying for duplicative or unnecessary courses. DoD requests that institutions provide an evaluated education plan to update the outstanding catalog based academic requirements to the maximum extent practicable: (a) within 60 days after the individual has

been accepted for admission and after all required transcripts have been provided; or (b) after the individual has completed six semester hours with the institution and after all required transcripts have been provided, whichever comes first.

(2) Institutions will submit a new evaluated educational plan when a Services' education advisor approves a change in the Service member's educational goal.

(3) When an educational plan is issued, institutions will not add, delete, or change course requirements after the student accepts the educational plan and begins the course of study. Education plans will be valid for no fewer than five years.

The intent of this portion of the MOU is to avoid situations in which a student is prevented from completing his or her program of study within the expected time frame due to substantial unanticipated changes in the institution's degree requirements. The MOU is not intended to lock obsolete courses in place, nor is it intended to prevent the improvement of the educational content of a degree. It is, however, intended to assure that a student is aware of curricula requirements and that those requirements are not changed so dramatically as to prolong unnecessarily the student's ability to complete his or her course of study. This intent may be met by catalog-based tracking of academic requirements for cohorts of students.

d. Approved and Valid 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.

The intent of 4.d.1 is to inform institution if a school enrolls the Service member prior to Military TA being approved, by the appropriate Service, 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 are requested by a Service member. If a military student "self-identifies" their eligibility and the Service has not approved the funding, the Service members could be solely responsible for all tuition costs not the Service.

(2) Valid Courses. Courses shall be considered valid 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 Pell Grants

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

(3) DoD TA recipients, who also qualify for Pell Grants through the Department of Education’s Free Application for Federal Student Aid Program, shall have their TA benefits applied to their educational institution’s account prior to the dispersal of their Pell Grant funds.

Military TA is “tuition and fees restricted” aid, limited to only the payment of 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 an educational institution. DoD’s policy dictates the payment of tuition and fees for approved course enrollments must go only to the institution and not to the student.

Pell grant funds are “non-tuition restricted aid,” and as such, may be applied to cover charges beyond tuition and fees, up to the full cost of attendance. Unlike TA, in some instances, Pell funds may be disbursed directly to students.

This provision is not intended to reflect any change in current policies regarding the timing of disbursement of Pell grant funds to eligible Service members. Rather, is designed to ensure that institutions properly apply TA funds prior to the application of any Pell grant funds, so as to maximize the benefits available to the Service member.

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 member in that educational institution, are charged to all students, and are 100% refundable.

The intent of “100% refundable” is to ensure the institution has a refund policy and military tuition and fees are included in the policy. Under the policy military tuition and fees should be refundable, to the same extent as tuition in accordance with the institution’s tuition refund

policy. As a minimum, all tuition and fees must be 100 percent refundable at least up to the start date 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) The tuition and fee structure for the degree programs the institution proposes to offer on the installation must be provided annually. Any changes in the tuition and fee structure 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.

DoD is aware that 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 be made within the 90-day requirement window. When this happens, the institution should request a waiver and the new tuition and fee structure be provided to the Services to 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 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) Institution representatives will counsel students to refrain from purchasing course materials prior to confirmation of sufficient enrollments for conduct of 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.

*Please note (2) "counsel students to refrain from purchasing courses materials **prior to confirmation of sufficient enrollments for conduct of the class.**"*

DoD supports efforts by institutions to develop affordable textbook policies and to help minimize textbook costs to Service members. The intent of this provision is to protect Service members from situations where an institution is actively encouraging Service members to purchase expensive, and sometimes nonrefundable, textbooks during the period before a class is confirmed. Provided that institutional representatives refrain from encouraging Service members to purchase course materials prior to the confirmation of sufficient enrollments for the conduct of the class, the institution will be deemed to have complied with this provision.

(3) Institutions will provide students with 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 institution shall make no distinction on any credential to reflect that the course(s) or program(s) were not conducted at its main administrative and academic center.

The intent of (3) is to ensure institutions provide credential stating the institution name and not the location of the classes. Academic credentials for certificate, diploma or degree completion should reflect the degree-granting institution and campus authorized to confer the degree. DoD is aware many large, multi-branch, university systems have multiple campuses or branches. Indicating on a diploma the specific campus and/or branch of the institution from which the student received his or her degree on the credential is permissible. Credentials should 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

DoD understands the transmittal of information to the Services creates FERPA concerns and as stated 4.b., DoD will work with an institution to ensure security / confidentiality concerns are relieved.

Sections 4.j.(2) and (3) state “may” require evaluation and reports. The intent of the paragraphs is to bring to the attention of the institution, it is possible, reports may be required and timeliness in response is important. The Services understand an institution would strive to respond in a timely fashion and if not possible to respond in the time lines mentioned would establish with the school an acceptable response date for both parties.

(1) The institution shall provide electronic reports on all DoD TA recipients for programs and courses offered to personnel at each installation 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, documented educational plans, courses offered, class rosters, and military graduation.

(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 14 calendar days.

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

*Please note: Section 5. Only pertains to institutions **operating on a military installation/base**. An "installation MOU" is required if an institution is operating on an installation or military base. The installation MOU contains only the installation-unique requirements 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. The installation MOU cannot conflict with the DoD Voluntary Education Partnership MOU and governing regulations.*

a. 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.

Note:

Candidates (b) through (e) do not participate in the Military TA programs. These students fund their own enrollments.

Candidates (a) through (d) all have access to the military bases via military identification cards. Candidate (e) students do not have a military affiliation and would require permission from the base commander to attend classes on the military base and must be escorted while on the base.

(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.

(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.

b. 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.

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

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

e. 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 Federal law, shall be subject to approval by both of the 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.

The President/CEO/Chancellor of the parent/home/main campus for the Institution signs the DoD MOU.

- If the parent/home/main campus for an institution is accountable for one or more campuses, then only one DoD Voluntary Education Partnership MOU is required. In this situation, the parent/home/main campus for the institution will be required to provide all campuses/sites to be included in the DoD MOU. Campuses/sites not listed will not be permitted to participate in the military TA program.*
- If each campus operates as a separate business entity for purposes such as the handling of third-party payments, then each campus will require a separate DoD MOU.*
- Institutions with an approved DoD MOU will be listed on the DoD Voluntary Education Partnership MOU website under “Participating Institutions”.*

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.

The document is effective for five (5) years. The effective date will be the date the authorized DoD official signs the DoD MOU. If an institution cannot enter into a five year term because of conflict with State law or regulation, DoD will work with the institution to establish an agreeable term by requesting with an alternative term length when the institution completes the verification application for eligibility.

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.

SERVICE ADDENDUMS

Acceptance of payment by credit card

The MOU requires institutions to agree to the requirements of the various Service-specific addenda.

Accept payment of TA benefits by government-issue credit card

Several institutions have raised concerns with provisions in the Army and Air Force addenda requiring institutions to accept payment of TA benefits by government-issue credit card. For example, section 2(b)(h) of the Air Force addendum requires institutions to accept a “Government Purchase Card” for TA payment if the institution accepts credit cards “for any part of Institution business.” Similarly, the Army addendum requires institutions to adopt the GoArmyEd processes, which include acceptance of payment by government credit card.

If an institution does not accept credit cards, or VISA specifically, for any tuition and fee payments on their campus, the institution may be granted a waiver from these requirements by a Service. The terms of the waiver must be negotiated and agreed to by the Service and the institution, and are incorporated by reference into the terms of the Service MOU.

Please note: The Services currently have automatic payment systems linked to the use of credit cards. If an institution is granted a waiver the Service will be forced to use a paper based system and payments could take up to six months.

Army’s Addendum

The U.S. Army addendum at 2.b.(3) commits the institution to “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.”

This document, known as the Letter of Instruction, or LOI, includes a number of requirements such as building interfaces between the institution's systems and the ACES portal, accepting class enrollment and drop requests initiated through the portal, and reporting grades through the portal.

Institutions participating with GoArmyEd as LOI and "non-LOI schools", may continue to do so. Existing agreements with the various services will not be superseded by the MOU and its service-specific Addenda. Institutions will still be able to participate in GoArmyEd as LOI or non-LOI schools under existing or newly negotiated agreements as long as they have a signed DoD Voluntary Education Partnership MOU.