

MEMORANDUM OF UNDERSTANDING (MOU)
STATE TUITION REIMBURSEMENT PROGRAM
MINNESOTA NATIONAL GUARD
2018-2019

-----DATA REQUIRED BY THE PRIVACY ACT OF 1974-----

AUTHORITY: Minnesota Statute 192.501 Financial Incentives for National Guard Members

PRINCIPAL PURPOSE: To explain participation requirements for state tuition reimbursement (STR) program; and to ensure that your agreement to these conditions is a matter of record.

ROUTINE USES: To confirm requirements and participation for the STR program as a basis for suspension, termination and recoupment if requirements are not met.

DISCLOSURE: Disclosure of your SSN is voluntary; however, if not provided, you will not be eligible for the STR program.

DISCLAIMER: The funding available for the STR program is limited by the appropriations set by the state legislature. This contract is valid for payment provided funds are available in each fiscal year of eligibility. All members are responsible to read and understand the correlating circular chapter that covers this incentive and applicable Minnesota statute.

Name: _____ SSN: _____ Rank: _____
(Last, First, MI)

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Preferred Email: _____

Birth Date: _____ Gender: Male _____ Female _____ Race: _____

Assigned Unit: _____

_____(initial) If this is the first time receiving STR funds, you need to fill out (Annex D-1) Minnesota Direct Deposit Form & W9 or you will not receive payment. Have your unit email the completed forms to ng.mn.mnarnng.mbx.assets-education@mail.mil.

A-1. ACKNOWLEDGEMENT STATEMENT.

I, _____(rank, full name), certify that I have read this memorandum and fully understand the policies and procedures of the Minnesota state tuition reimbursement (STR) program as described in Minnesota National Guard Circular 621-5-1 and this memorandum of understanding.

A-2. INTRODUCTION.

a. _____(initial) The State of Minnesota sponsors the STR program. The state legislature appropriates funds for this program biennially. If, in the future, the state does not fund the STR program or if funds are depleted, neither the State of Minnesota nor the Minnesota National Guard is obligated to continue such a program or pay out existing obligations.

b. _____(initial) I understand that if I do not meet all the criteria outlined in Minnesota National Guard Circular 621-5-1, I may jeopardize my entitlement to receive STR. It is my responsibility to read and understand the policy published 1 July each year.

c. _____(initial) I understand the STR program will reimburse me up to 100 percent of semester-hour tuition charged, not to exceed a maximum of \$17,000 per state fiscal year (1 July-30 June) for undergraduate coursework and \$18,000 for graduate coursework. I understand my reimbursement will not exceed 100 percent of the University of Minnesota (U of M) Twin Cities campus undergraduate resident semester-hour rate for undergraduate coursework or 50% resident general tuition rate at the U of M Twin Cities campus graduate

school for graduate coursework. The maximum reimbursement for quarter hours is two-thirds (66.6 percent) of the semester hour rate at the U of M.

d. ____ (initial) I understand that if I am designated as a medical professional student as outlined in Chapter 4 and utilizing Chapter 4 medical professional STR, the program only reimburses up to 100 percent of tuition cost up to the tuition rate of the University of Minnesota (U of M) Medical School Twin Cities campus, for the current academic year.

e. ____ (initial) I understand the U of M tuition rates for the current academic year can be found at <https://onestop.umn.edu/finances/tuition>

f. ____ (initial) I understand that if I receive certain other benefits as defined in Minnesota National Guard Circular 621-5-1 paragraph 2-7 d. (Federal Tuition Assistance, Chapter 33 Post 9-11 GI Bill or any other federal GI Bill Chapter that pays tuition directly to the institution, and ROTC tuition scholarships) the combination of those benefits and STR cannot exceed 100 percent of tuition charged. I understand that my STR payment request form and tuition statement from my school must reflect the amount of those benefits I receive each term.

g. ____ (initial) I understand STR is not authorized to reimburse activity fees, computer user fees, registration fees, books, room and board expenses, and other school-related fees.

h. ____ (initial) I understand STR will not reimburse an equal or lower level of degree that I already hold. If I am an ANG member and holds a Community College of the Air Force (CCAF), I am still eligible to receive reimbursement for an additional associate degree. STR will fund a certificate, associate, bachelor, and Master degree. If you used STR to fund a doctorate or professional degree during spring or summer 2018 term, you will be eligible to continue to use STR until 30 June 2020.

A-3. CRITERIA FOR PARTICIPATION.

a. I understand that in order to be eligible for STR payment I must meet the following membership criteria:

(1) ____ (initial) I am an active member of the Minnesota National Guard in the grade of E-1 through O-5 (to include warrant officers). If I am an O5 promoted to O6 during a school term, I'm able to receive a final payment for that term only, but I am not eligible to participate in STR for future terms.

(2) ____ (initial) I successfully completed basic training (BT) or basic military training (BMT); or successfully completed or am projected for ROTC Leadership Training Course; or am a direct-commissioned officer, AMEDD officer, staff specialist, chaplain or JAG officer.

(3) ____ (initial) I must maintain an active status in the Minnesota National Guard throughout the entire course/term for which reimbursement is tendered.

(4) ____ (initial) I understand that the combination of certain benefits as defined in Minnesota National Guard Circular 621-5-1 paragraph 2-7 d. and STR cannot exceed 100 percent of tuition costs.

(5) ____ (initial if applicable) **I am an Army Officer or enlisted Soldier.** I understand that I am required to use all available FTA funding (if eligible) to be eligible for STR. I understand that STR may reimburse any remaining amount of tuition after FTA is applied, not to exceed the actual cost of tuition. Once my FTA annual cap has been met, STR may be used without applying for FTA. For a full list of reason or circumstances why a member wouldn't need to apply for FTA before receiving STR see annex B-1. I understand that Army FTA users cannot use FTA and Chapter 1606 (Selected Reserve) GI Bill for the same course, per DoD policy. I understand that I may receive Chapter 1606 GI Bill benefits along with STR, only when FTA is not also used. If I am unclear of how to use my education benefits in combination, I will contact the state education services office for guidance at 651-282-4589.

(6) ____ (initial if applicable) **If I am a Title 10 or Title 32 Air Guard Officer or Airman.** I understand that I am required to use all available FTA funding to be eligible for STR. I understand that STR may reimburse any remaining amount of tuition after FTA is applied, not to exceed the actual cost of tuition. Once my FTA annual cap has been met, STR may be used without applying for FTA. In certain circumstances, service

members who are not eligible for FTA may be eligible to use STR without first applying for FTA. If I am unclear of how to use my education benefits in combination, I will contact the state education services office for guidance at 651-282-4589.

b. I understand that to receive payment under this program I must follow the rules regarding satisfactory participation and be in good standing for the entire semester/quarter:

(1) _____(initial) No periods of unauthorized absence (AWOL/unexcused absence) within the last 12 months.

(2) _____(initial) No more than four MUTAs (Army) or four periods (Air) of excused absence during the last 12 months. One MUTA/period equals a four-hour training period.

(3) _____(initial) I am currently deployable IAW criteria required for my current duty position. If I'm not currently deployable, I am in one of the following categories: making progress toward deployable status; awaiting a fit-for-duty (FFD) determination by a medical review board (MRB); or found FFD and retained, but profiled non-deployable by an MRB.

(4) _____(initial) Not under suspension of favorable actions (Army) or UIF (Air) IAW applicable regulation and policy.

(5) _____(initial) Have a passing record APFT (Army) or FA (Air), and be in compliance with ABCP standards (Army) and be current on APFT and ABCP or FA during the entire semester/quarter.

c. I understand the following additional requirements:

(1) _____(initial) I or my spouse must attend course(s) taken at an accredited post-secondary educational institution, and the course(s) must be eligible for placement on a transcript from that post-secondary educational institution.

(2) _____(initial) I will not be reimbursed for course(s) that earn continuing education units (CEUs) that are required to maintain professional licensure (these courses may be paid through other funding sources). Reimbursement may be authorized for some certificate program courses that earn CEUs if they are academic in nature, not required to obtain or maintain professional licensure, and are conducted by an accredited institution. The education services officer is the approval authority for certificate courses that earn CEUs.

(3) _____(initial) The maximum lifetime benefit that I may receive under this program is funding equivalent to 144 semester or 208 quarter credits.

(4) _____(initial) To use the tuition reimbursement option for spouses, I must have served at least eight years of active drilling, non-ING service in the Minnesota National Guard.

(5) _____(initial) My spouse may use up to 12 semester/17 quarter credits annually, not to exceed my lifetime benefit of 144 semester/208 quarter credits. Spouse tuition reimbursement is counted against my maximum yearly benefit cap of \$17,000 for undergraduate coursework and \$18,000 for graduate coursework.

(6) _____(initial) Course(s) which end after my expiration term of service (ETS) date are not eligible for payment unless I qualify under extended eligibility rules (see Minnesota National Guard Circular 621-5-1, paragraph 2-2 b.).

(7) _____(initial) If I receive medical professional STR, I incur a two-year contractual service obligation to the MNNG for every one year of Chapter 4 medical professional STR use. My service obligation is based on the policy in effect at the time I began using medical professional STR.

(8) _____(initial) If I utilize a combination of STR under the provisions of Chapter 2 and Chapter 4, the education services office is the final determining authority of my contractual service obligation.

d. I understand that my spouse or I must complete coursework in accordance with the following guidelines:

(1) ____ (initial) Undergraduate coursework. My spouse or I must achieve a grade of C or better, "pass" or "satisfactory." Grades of C- and below are not eligible for reimbursement.

(2) ____ (initial) Graduate coursework. My spouse or I must achieve a grade of B or better. Grades of B- and below are not eligible for reimbursement.

e. I understand that I will be eligible for reimbursement for course(s) upon completion, and if grade requirements outlined above are met.

A-4. REIMBURSEMENT PROCEDURES.

a. Memorandum of Understanding (MOU).

(1) ____ (initial) I must complete this memorandum of understanding form (Annex A-1) and submit it to my unit/squadron/flight. I will not receive payment until I have a MOU on file in the state incentives database.

b. STR Payment Request Processing.

(1) ____ (initial) I understand that I must submit the following forms and supporting documents to my unit/squadron/flight in sufficient time for them to arrive at the education services office no later than 90 days after the last official day of the course/term. Service Members enrolled in accelerated programs, where several terms are completed during the course of a normal semester/quarter schedule, should submit requests in groups that correspond with a normal semester/quarter. Request payment no more than once for each semester: summer II, fall, winter, spring and summer I terms.

(a) ____ (initial) Payment Request Form (Annex A-2).

(b) ____ (initial) Grade report.

(c) ____ (initial) Final fee statement dated after course completion and provided by the institution that clearly shows the amount of tuition charged. The final fee statement must include all other benefits paid, or pending payment, directly to the institution on the service member's behalf (i.e. FTA, federal GI Bill paid directly to the institution, ROTC tuition scholarship). If the fee statement does not clearly show the amount of tuition charged or other federal payments, I will obtain a letter from the institution that includes this information and lists a point of contact at the institution.

(d) ____ (initial) Direct deposit form. State payments are made via direct deposit using Minnesota Direct Deposit Authorization for EFT (Annex D-1). Payment of spouse tuition reimbursement is direct deposited into the sponsoring Service Member's bank account. If my Minnesota Direct Deposit Authorization (Annex D-1) form is not on file, I will forward a current Annex D-1, which includes the W-9 form, to my unit/squadron/flight administrator.

(2) ____ (initial) I understand my signature on Annex A-1 and Annex A-2 verifies all information is true and correct. My signature authorizes the education services office to contact my school to verify information.

(3) ____ (initial) I understand I must submit my request for tuition reimbursement NO LATER THAN 90 DAYS after the last official day of the course/term. I understand if I fail to meet this suspense, I am not eligible for reimbursement for that course/term.

A-5 INCOMPLETE COURSEWORK.

a. ____ (initial) I understand if I have an incomplete course, I will request payment for completed course(s) during that course/term within the 90-day suspense. On initial submission, I must annotate the course(s) that are incomplete in the remarks block and the expected completion date.

b. ____ (initial) Upon completion of the previously incomplete coursework, I must complete a new payment request form (Annex A-2), requesting reimbursement for only the course(s) that were originally

incomplete but are now complete. I will submit this request along with the initial payment request form and a grade report showing satisfactory completion. Reimbursement may be processed for coursework completed at a later date, provided funds are available.

A-6 **TERMINATION.** _____(initial) I understand the submission of a falsified grade report, transcript, fee statement or payment request form (Annex A-2), or an attempt to receive funds for which I'm not eligible, results in termination from the STR program for a minimum of one year. I further understand I may be subject to prosecution under the Minnesota Code of Military Justice (MCMJ) for utilizing a falsified grade report, transcript or final fee statement.

SERVICE MEMBER SIGNATURE

DATE

UNIT REPRESENTATIVE SIGNATURE

DATE