

DEPARTMENTS OF THE ARMY AND THE AIR FORCE
FLORIDA NATIONAL GUARD
Office of the Adjutant General
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DCSPER

1 July 2011

DEPARTMENT OF MILITARY AFFAIRS
FLORIDA NATIONAL GUARD PAMPHLET 621-5-2
1 July 2011
PERSONNEL – Educational Dollars for Duty Program

Supersession. FNG Pamphlet 621-5-2, dated 1 July 2009.

Applicability. This pamphlet applies to all Soldiers and Airmen of the FLNG both Army and Air.

Supplementation. This pamphlet may be supplemented at major command levels. Proposed supplements will be submitted through command channels to Deputy Chief of Staff, Personnel for approval before implementation.

Suggested Improvements. The proponent of this pamphlet is the Deputy Chief of Staff, Personnel. Users are invited to send comments and suggested improvements on Department of the Army Form 2028 (Recommended Changes to Publications and Blank Forms) directly to the FLNG, Post Office Box 1008, ATTN: Deputy Chief of Staff, Personnel, St. Augustine, Florida 32085-1008.

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CHAPTER 1 INTRODUCTION, PURPOSE AND RESPONSIBILITIES

1-1. Introduction and Purpose.

a. This pamphlet sets forth policies and procedures necessary to govern implementation of Section 250.10, Florida Statutes (Fla. Stat.).

b. The primary purposes of the program are to enhance the Recruiting and Retention Programs of the Florida National Guard (FLNG) and improve the education level of FLNG Members. These programs are a benefit not an entitlement to the members of the FLNG.

c. The Educational Dollars for Duty (EDD) program provides up to 100% public tuition for the period of the Guard member's service following establishment of eligibility for EDD. Approval and payment of tuition is subject to annual appropriations. When EDD is used with the Post 9/11 GI Bill or any other tuition program the total tuition paid will not equal more than 100% of the total tuition due. All overpayments of tuition to the school from Post 9/11 GI Bill payments or payments by other tuition programs shall be refunded to the EDD program. Educational Dollars for Duty can be used for work toward and up to receipt of a, Master's Degree. Guard members can only take courses that matriculate toward, a Technical Certificate, Associates, Baccalaureate, or a Masters Degree.

d. Tuition will be paid at 100% of the charged resident rate for Florida community colleges and public universities, and at the average current state resident rate for accredited private institutions. For private institutions Guard members will be responsible for any difference between what EDD pays and the charged rate. For universities charging enhanced tuition for certain master level programs the EDD program will pay up to 100% of the standard graduate level tuition for the university and the Guard Member is responsible for the difference. All additional fees (lab, etc.) charged for a course must be approved by the Department of Education or Board of Governors.

e. This pamphlet's provisions are applicable to all Guard members of the FLNG who meet the eligibility criteria set forth in paragraph 2-1 below, and are enrolled, or who may enroll in an institution of higher learning in Florida. The current list of approved public institutions is contained in Appendices B and C, below. Private institutions are required to be located in the state of Florida and to be listed in the American Council on Education Accredited Institutions of Postsecondary Education Guide.

1-2. Responsibilities.

a. The Adjutant General (TAG) is responsible for overall policies, guidance, administration, implementation and proper utilization of the education programs. Appropriated funds will be designated by TAG, to ensure the maximum use of the program, including order of utilization by Guard members.

b. The Deputy Chief of Staff, Personnel (DCSPER), FLNG, is charged with administering this program.

c. The State Education Program Administrator (SEPA) is the individual directly responsible for administering and monitoring this program and works within the DCSPER Education Services Office (DCSPER-ESO). The SEPA is responsible for determining eligibility for EDD and approving all EDD applications. The SEPA shall approve EDD expenditures, review and verify requests for payment from schools or individuals, and forward requests to the State Quartermaster (SQM) for payment. The SQM will approve all requests for payment prepared by the EDD Program Assistant (PA). The SEPA will maintain all the records, databases and spreadsheets necessary to administer the EDD program. The SEPA will provide necessary reports required for program administration. The SEPA is responsible for the collection of all funds owed the program, including coordination with the collection agencies contracted by the State.

d. The PA will monitor the budget and advise the SEPA, ESO and DCSPER of any potential budget issues. The PA is responsible for preparing all requests for payment and submitting to the SEPA for signature.

e. The Army Guard Recruiting and Retention Battalion (RRB) and the Air Guard Recruiting and Retention Superintendent (RRS) are responsible for initiating and maintaining an active publicity program designed to promote the recruiting and retention benefits offered by the EDD program.

(1) The RRB and RRS will ensure that all recruits, to include Non-Prior and Prior Service, In Service Recruits (ISRs), Interstate Transfers (ISTs) and Simultaneous Guard membership Program (SMP) recruits have information on the EDD program. The RRBs and RRS will complete all necessary documentation on each recruit who qualifies and forward these forms to the SEPA for filing in the Guard members' Integrated Personnel Electronic Records Management System (iPERMS) file or the appropriate Air Guard personnel file.

(2) Recruiters or Military Entrance Processing Station (MEPS) Guidance Counselors will complete and initiate an EDD Memorandum of Agreement (MOA) (Appendices D or E, below) on each recruit who is eligible to participate in the program and forward them to the SEPA for filing in the Guard member's iPERMS file.

f. Commanders are responsible for:

(1) Keeping Guard members of their command informed of the program and of any changes.

(2) Monitoring the military performance of each participating Guard Member throughout the academic period and reporting violations in accordance with paragraph 2-2, below. Unit commanders will provide documentation to the SEPA on those

individuals not meeting the acceptable standards of participation in order to substantiate forfeiture or non-approval of program participation.

(3) Monitoring discharges and Expiration Term of Service (ETS) dates of each program participant and advising the Guard Member of the service obligation and/or possible monetary obligation if discharge is accepted prior to the service obligation of the current enlistment or reenlistment contract being met. The SEPA shall be notified of participants who are discharged prior to the service obligation of the current enlistment or reenlistment contract being met, in order that the service obligation or completion can be verified.

(4) Inspect the unit eligibility report before each academic period and report the eligibility status to SEPA of all participating Guard Members.

g. Individual Guard Members are responsible for:

(1) Enlisted Guard Members are responsible for complying with the required service obligation after use of the EDD program of their current enlistment or reenlistment contract. Officer Guard Members are responsible for complying with their Mandatory Service Obligation (MSO) or any applicable Active Duty Service Obligation (ADSO), unless earlier terminated by their Mandatory Removal Date (MRD).

(2) Continuously meeting the eligibility criteria listed in paragraph 2-1, below.

(3) Timely submission of required documentation after getting all signatures and approvals.

(4) Complying with the requirements of paragraph 2-4, below.

(5) Submitting a course requirement list or a program of study for the degree or certificate they are pursuing to the SEPA.

(6) Submitting grades to the SEPA within 90 days of completion of the term. If grades are not submitted within 90 days of completion of the term, the individual's account will be submitted to a collection agency for recoupment of tuition.

CHAPTER 2 SERVICE OBLIGATION, ELIGIBILITY AND PROGRAM REQUIREMENTS

2-1. Service Obligation and Eligibility Criteria.

a. In order to qualify for the EDD tuition program, members of the FLNG must meet all eligibility criteria listed on the EDD Eligibility Checklist (Appendix G, below) at the beginning of each academic period, at the participating institution of planned attendance.

b. If a Guard Member leaves the FLNG during the period specified in the Guard Member's enlistment or reenlistment contract, the Guard Member shall reimburse the Department of Military Affairs (DMA) all tuition charges and student fees for which the member received payments, regardless of whether the obligation to reimburse the department was incurred before, on or after July 1, 2009, unless TAG finds that there are justifiable extenuating circumstances. For Guard Members who are mobilized for any Federal or State mobilization, for each full month of mobilization one month of the obligation will be waived for those Guard Members who accepted a discharge prior to 1 July 2009. The only other exceptions are for medical emergency or other circumstances that are beyond the Guard Member's control or justifiable extenuating circumstances as determined by TAG.

2-2. Forfeitures and Disqualifications.

Guard Members will be disqualified from the program if one or more of the items on the Forfeitures and Disqualifications Checklist (Appendix H, below) are not met and recoupment of tuition (para 3-4) will be recouped.

2-3. Eligibility Reinstatement.

Eligibility may be reinstated when a Guard Member complies with the conditions of the Eligibility Reinstatement Checklist (Appendix G, below).

2-4. Program Requirements.

a. Courses not authorized include non-credit courses, courses that do not meet degree requirements, courses that do not meet requirements for completion of career training, or other courses as determined by program definitions.

b. All participants are required to maintain a minimum grade point average of 2.0 in order to maintain eligibility.

c. The EDD program will pay only for courses that the Guard Member completes. Courses that are dropped and repeat courses are the responsibility of the Guard Member. If the course was dropped for a valid military reason (excluding Annual Training) or valid medical emergency the course will be paid for under this program.

CHAPTER 3 ENROLLMENT AND RECOUPMENT PROCEDURES

3-1. Initial Enrollment.

a. An MOA for participation in the program must be submitted to the SEPA when completed. The Guard Member cannot participate in the EDD program until the MEPS, recruiter, or unit submit a copy of the signed EDD MOA to DCSPER-EDD.

b. The Guard member must complete Part 1 of, FNG FORM 704, and submit it to their military unit for approval of Part 2 by the unit commander or authorized designee. Applications can be submitted up to 30 days prior to the beginning of the school term. Applications will not be accepted 15 days after the school term starts unless approved by the SEPA or ESO. All blocks of Part 1 of the FNG Form 704 must be completed. The unit will submit the FNG FORM 704 to the SEPA. Along with the FNG Form 704 the following must be included.

(1) The course of study for the technical certificate, Associates degree, Baccalaureate degree or Masters degree the Guard member is seeking. Course work is only authorized through Masters level degrees.

(2) The registration slip or course list for the applicable term. Applications will be approved for the requested credit hours and courses, if the Guard member changes their schedule, a new application is required.

c. Certificate training will be limited to law enforcement, fire fighting, corrections, medical and other approved technical training provided by an accredited technical school. Computer classes will be limited to the normal credit hour rate. Due to the high cost of aviation/flight training the flying portion of the program is not authorized. Ground schools and academic classes provided by an accredited institution, at or below the normal credit hour rate are authorized.

(1) The application for certificate training request should be submitted at least 15 days prior to the beginning of class. Applications will not be accepted 15 days after the school term starts, unless approved by the SEPA or ESO.

(2) The Guard member will provide the SEPA with a FNG-704, course of study, and cost breakdown. If approved, SEPA will forward the approved FNG-704 directly to the school.

(3) The Guard member's unit will certify in Part 2 of the FNG Form 704 that the Guard member meets eligibility requirements. The FNG Form 704 should be received by the SEPA not later than 30 days prior to the start of the term requested, by email to andy.rusnak@ng.army.mil or **NGFL EDUCATION OFFICE@ng.army.mil** or by mail to Department of Military Affairs, Attn: DCSPER-EDD, P.O. Box 1008, St. Augustine, FL 32085-1008.

(4) The FNG Form 704 must arrive at DCSPER by the dates indicated on the form for the request to be approved by the beginning of the term.

(5) The SEPA will certify the FNG Form 704 in Part 3 and file the form in the participant's EDD file. Forms transmitted electronically may be noted on the form as approved electronically and the form filed in the participant's imaged state archive file.

(6) The Guard member's name will be added to the approval list for the term and school requested. This list will be forwarded to the school.

3-2. **Continuing Enrollment.**

a. For each successive term the Guard member will complete Part 1 of FNG Form 704 and have Part 2 completed by their unit commander, or authorized designee, and provide it to the SEPA. Along with this form, a list of courses the Guard member is taking in the applicable term and grades from the previous term must be included.

b. The Guard member's unit will certify in Part 2 of the FNG Form 704 that the Guard member meets eligibility requirements and is not flagged for any reason. The FNG Form 704 will then be forwarded to the SEPA 30 days prior to the start of the term requested, by email to andy.rusnak@ng.army.mil or **NGFL EDUCATION OFFICE@ng.army.mil** or by mail to Department of Military Affairs, Attn: DCSPER-EDD, P.O. Box 1008, St. Augustine, FL 32085-1008. Applications will not be accepted 15 days after the school term starts, unless approved by the SEPA or ESO.

c. The Guard member must furnish a copy of their grades from the preceding term to DCSPER-SEPA. The Guard member cannot continue to attend classes utilizing the EDD program without submitting grades from the previous term.

d. For EDD requests, the SEPA will add the Guard member's name to the approval list for the term and school requested. This list will be forwarded to the school.

3-3. **Changes in Curriculum or School.**

a. The Guard member will submit a new course of study to the SEPA, if any of the following occur:

(1) A change in course of study.

(2) A change in schools (i.e., community college to university).

3-4. **Recoupment.**

a. Failure to submit grades, F, I and W grades for the term, and termination or disqualification from a course will result in recoupment of paid tuition by the FLNG. Recoupment is waived if the Guard member is transferring to Active Duty (AD), a Reserve Component (RC), or is approved for interstate transfer.

b. Recoupment executed for disqualification or termination from the EDD program will be reimbursed at a prorated amount.

c. Upon becoming disqualified from the program, individuals will be sent a collection letter (Appendix H) with an EDD Recoupment Statement (Appendix I), attached.

possible, this letter will be given to the individual by the unit commander upon separation. If not possible (such as in the case of a Soldier who is Absent Without Leave (AWOL), the letter will be mailed by regular mail, certified return receipt requested, to the individual's home of record within 30 days of separation, or within 30 days after notification of the disqualifying event.

d. If the request fails to recoup amounts owed, the delinquent account(s) will be reported to the collection agency contracted by the Florida Department of Financial Services (DFS). In the event that the collection agency is unable to collect the amount due within six to 12 months the SQM will request an accounts receivable adjustment from DFS in accordance with Section 17.04, Fla. Stat., and the DFS will notify the DMA then the debts can be written off. Based on collection history the DMA will set a bad debt ratio for recording the Allowance for Uncollectibles.

e. If the individual cannot pay the full amount, but can pay in installments, they may request to do so. The individual will submit a request in writing to the DCSPER SEPA that the debt is acknowledged and that they desire to make payments to clear the debt. The DMA will review the installment request(s) and if approved, send an approval letter to the individual. If the installment request is approved, the individual will have 36 months from the date of the request to clear the debt.

f. Funds collected will be returned to the State's general revenue fund except for those funds disbursed the current fiscal year, which will be returned to the program appropriation.



EMMETT R. TITSHAW, JR.
Major General
Florida National Guard
The Adjutant General

OFFICIAL:



STERLING W. HEYMEN
COL, GS, FLARNG
Deputy Chief of Staff, Personnel
DISTRIBUTION:
A, B

Appendix A

Glossary of Terms

| | |
|-------------|---|
| AD - | Active Duty |
| ADS0- | Active Duty Service Obligation |
| AT - | Annual Training |
| AWOL - | Absent Without Leave |
| DCSPER - | Deputy Chief of Staff, Personnel |
| DD - | Department of Defense |
| DFS - | Department of Financial Service |
| DMA - | Department of Military Affairs |
| EDD - | Educational Dollars for Duty |
| ESO- | Education Services Officer |
| ETS - | Expiration Term of Service |
| FLNG - | FLNG |
| Fla. Stat.- | Florida Statutes |
| iPERMS - | Integrated Personnel Electronic Records Management System |
| ISR - | In-Service Recruit |
| IST - | Interstate Transfer |
| MEPS - | Military Entrance Processing Station |
| MOA - | Memorandum of Agreement |
| MRD- | Mandatory Removal Date |
| MSO- | Mandatory Service Obligation |
| PA - | Program Assistant |
| RC - | Reserve Component |
| RRB - | Recruiting and Retention Battalion |
| RRS- | Recruiting and Retention Superintendent |
| ESO- | State Education Service Officer |
| SEPA - | State Education Program Administrator |
| SMP - | Simultaneous Guard Membership Program |
| SQM - | State Quartermaster |
| TAG - | The Adjutant General |

Appendix B

Florida Public Institutions

STATE COMMUNITY COLLEGES

Brevard Community College
Broward College
College Central Florida
Chipola College
Daytona State College
Edison College
Florida Gateway College
Florida State College at Jacksonville
Florida Keys Community College
Gulf Coast Community College
Hillsborough Community College
Indian River State College
Lake Sumter Community College
Miami-Dade College
Northwest Florida State College
Palm Beach State College
Pasco-Hernando Community College
Polk State College
Santa Fe College
Seminole State College
South Florida Community College
St. Johns River State College
St. Petersburg College
State College of Florida, Manatee-Sarasota
Tallahassee Community College
Valencia Community College

STATE UNIVERSITIES

Florida Agricultural and Mechanical University
Florida Atlantic University
Florida Gulf Coast University
Florida International University
Florida State University
New College of Florida
University of Central Florida
University of Florida
University of North Florida
University of South Florida
University of West Florida

Appendix C

STATE VOCATIONAL TECHNICAL CENTERS APPROVED FOR EDD

Atlantic Technical Center
Bradford-Union Technical Center
Charlotte Technical Center
D. G. Erwin Technical Center
First Coast Technical Institute
George T. Baker Aviation
George Stone Career Center
Henry W. Brewster Technical Center
Lake County Vocational Technical Center
Lee County High Tech Center
Lindsey Hopkins Technical Education Center
Lively Technical Center
Lorenzo Walker Institute of Technology
Manatee Technical Institute
Miami Lakes Educational Center
Mid-Florida Tech
Okaloosa Applied Technology Center
Orlando Tech
Pinellas Technical Education Centers
PTEC St. Petersburg Campus
PTEC Clearwater Campus
Radford M. Locklin Technical Center
Ridge Career Center
Robert Morgan Educational Center
Sarasota County Technical Institute
Sheridan Technical Center
Suwannee-Hamilton Technical Center
Technical Education Center Osceola
Taylor Technical Institute
Thomas P. Haney Technical Center
Travis Career Center
William T. McFatter Technical Center
Winter Park Tech
Withlacoochee Technical Institute

Appendix D

NAME: _____ SS# _____
Last, First MI

ANNEX _____

ANNEX TO DEPARTMENT OF DEFENSE (DD) FORM 4 EDUCATIONAL DOLLARS FOR DUTY (EDD) MEMORANDUM OF AGREEMENT FLNG

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

AUTHORITY: SECTION 250.10(7), FLORIDA STATUTES

PRINCIPAL PURPOSE: To explain requirements for EDD and to record your Agreement

ROUTINE USES: To confirm requirements for EDD

DISCLOSURE: Disclosure of your Social Security Number (SSN) is voluntary, however, if not provided you will not be eligible for EDD participation

----- SECTION I - GENERAL -----

1. The enlisting official must explain the EDD requirements outlined below. Copies will be attached to the DD Form 4 as an Annex. Another copy will be given to the Guard Member.

----- SECTION II - ELIGIBILITY -----

2. I understand that all agreements made under this Annex are subject to the availability of appropriated dollars.. I understand that the entitlement is up to one hundred percent of tuition (at the Florida resident rate) for tuition plus authorized fees at Florida public technical schools, community colleges and universities. I understand that if I attend a private school that I will receive the equivalent of the average tuition rate at the Florida Public Universities. I understand I have no entitlement to continuation in EDD if funds are unavailable.

3. EDD SERVICE OBLIGATION: I AGREE TO SERVE THE PERIOD OF MY CURRENT AND ANY SUBSEQUENT ENLISTMENT OR REENLISTMENT CONTRACTS WHILE RECEIVING EDD FUNDS.

Member must initial _____ Date _____

4. I make the following representations and agree to the following conditions. I will be eligible for the EDD Program if:

- a. I have not received a Master's Degree under this program.
- b. I reside in the State of Florida.
- c. I am not on academic probation or suspension by a participating institution that I attend or plan to attend. (Academic probation and suspension are defined by the participating institution.)
- d. I agree to perform satisfactorily in the FLNG while I am enrolled in the EDD Program
- e. I agree to maintain satisfactory performance standards at the academic institution I am attending.
- f. I have not been discharged from the FLNG nor transferred to the Inactive FLNG or IRR.
- g. I agree to complete this form in full.
- h. I have not tested positive for any illegal drugs.
- i. I have not been on the Army Weight Control Program (AWCP)/Air Force Weight Management Program (AFWMP) in excess of one (1) year.
- j. I have not received five (5) unexcused absences from military duty within a twelve (12) month period. If I do, I will be disqualified from Program participation until I have performed twelve (12) consecutive months of service without acquiring another unexcused absence.
- k. I have not received nine (9) unexcused absences from military duty. Nine (9) unexcused absences will permanently disqualify me from Program participation.

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- l. I have met the Army Physical Fitness Test (APFT)/ Air Force Fitness Test (AFFT) conditions within the past training year.
- m. I have continuously met all of the above eligibility criteria.

---- SECTION III - TERMINATION ----

- 5. I acknowledge and agree that my entitlement to participation in the Program will be terminated if I fail to continuously meet any of the above eligibility qualification criteria.
- 6. If placed on academic probation/suspension, I understand that I will be disqualified from Program participation until removed from academic probation or suspension by the participating institution.

---- SECTION IV - REINSTATEMENT ----

- 7. My eligibility may be reinstated if I am disqualified under the following conditions: My commander requests my reinstatement if disqualified for unsatisfactory performance.
- 8. Once disqualified after the beginning of an academic semester my reinstatement will not become effective until the beginning of a subsequent academic semester.

---- SECTION V - RECOUPMENTS ----

- 9. Recoupment of tuition paid on my behalf may be initiated by the Department of Military Affairs (DMA) upon my termination or disqualification from Program participation, and if I do **not** initiate repayment, legal action **may be** initiated against me.

Member must initial _____

- 10. Recoupment executed will be for the total amount of tuition and fees, including interest paid on my behalf. Recoupment will be initiated if I do not serve the required period of service obligation of my current enlistment or reenlistment contract

---- SECTION VI - STATEMENT OF UNDERSTANDING ----

- 11. I understand that the above statements are all the promises or agreements concerning my admission into the EDD Program. Any other promise, representation, or commitment made to me in connection with my EDD Program benefit is not binding.
- 12. I understand that it is my responsibility to maintain my eligibility status and review all provisions of the Program and any changes to the program at least once a semester.
- 13. I agree to the release of the personal and academic information necessary to verify my academic status between the participating institution and the FLNG and for recoupment and collection purposes
- 14. I understand that EDD Program benefits are contingent upon verification of my academic status by the participating institution.
- 15. I understand that the Adjutant General's policies affecting EDD Program participation are as follows:
 - a. Annual Training (AT) takes precedence over school attendance.
 - b. Attendance at monthly drill Inactive Duty Training (IDT) takes precedence over school participation, (i.e. if your final exams are scheduled for a drill weekend, you should make arrangements, in advance, to take your exams at another time)
 - c. If my unit is activated during an academic period, I will be required to report as ordered. However, there are provisions under Florida Statutes that will protect me from being penalized by a public institution for this absence from school attendance.

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----- SECTION VII - AUTHENTICATION -----

AGREEMENT

This Agreement made between _____, and the DMA, is made pursuant to Section 250.10(7),
(Member)
Florida Statutes (FLA. Stat.), which provides for certain educational benefits to be paid to, or for, Guard Members who maintain active
satisfactory Guard Membership and participation in the FLNG for a specified term of years. Based upon the educational benefits received,
or to be received in the future, _____ agrees to comply with all requirements for satisfactory Guard Membership in
(Member)
the FLNG as set forth in Section 250.10, FLA. Stat., and specifically agrees to the following:

1. If the Guard Member fails to comply with any of the terms and conditions set forth herein, or any of the terms and conditions
as required by Section 250.10, FLA. Stat., as currently exist, or hereafter amended, _____ agrees to repay all
(Member)
funds received within sixty (60) days of the date that, _____ fails to comply with the terms specified above, or
(Member)
in Section 250.10, FLA. Stat.

2. The said sum to be repaid shall be the sum of all funds paid to, or on behalf of _____ to any
(Member)
educational institution, together with interest at the rate of eight percent (8%) simple interest or compounded annually, or the maximum interest
rate authorized by law, whichever is higher.

3. _____ authorizes the DMA to bring suit in the event of default and does further confess judgment
(Member)
and authorizes the DMA to garnish, attach, or otherwise levy upon any and all assets which _____ may
(Member)
possess, own, or hereafter acquire, for purposes of satisfying the sum due the State of Florida as a result of any said breach

UNIT NAME

DATE

TYPED NAME/GRADE/SSN OF GUARD MEMBER

SIGNATURE OF GUARD MEMBER

TYPED NAME/GRADE OF CERTIFYING
OR ENLISTING OFFICIAL

SIGNATURE OF CERTIFYING
OR ENLISTING OFFICIAL

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Appendix E

NAME: _____ SS# _____
Last, First MI

ANNEX _____

**OFFICER
EDUCATIONAL DOLLARS FOR DUTY (EDD)
MEMORANDUM OF AGREEMENT
FLNG**

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

AUTHORITY: SECTION 250.10(7), FLORIDA STATUTES
PRINCIPAL PURPOSE: To explain requirements for EDD and to record your Agreement
ROUTINE USES: To confirm requirements for EDD
DISCLOSURE: Disclosure of your Social Security Number (SSN) is voluntary, however, if not provided you will not be eligible for EDD participation

---- SECTION I - GENERAL ----

1. The enlisting official must explain these EDD requirements outlined below. Copies will be attached to the DD Form 4 as an Annex. Another copy will be given to the Guard Member.

---- SECTION II - ELIGIBILITY ----

2. I understand that all agreements made under this Annex are subject to the availability of appropriated funds. I understand that the entitlement is up to one hundred percent of tuition (at the Florida resident rate) for tuition plus authorized fees at Florida public technical schools, community colleges and universities. I understand that if I attend a private school that I will receive the equivalent of the average tuition rate of the Florida Public Universities. I understand I have no entitlement to continuation in EDD if funds are unavailable.

3. **EDD SERVICE OBLIGATION:** The EDD service obligation for commissioned officers and warrant officers ends on the last day of their Mandatory Service Obligation (MSO) or any applicable Active Duty Service Obligation (ADSO), unless earlier terminated by their Mandatory Removal Date (MRD).

Member must initial _____ Date _____

4. I make the following representations and agree to the following conditions. I will be eligible for the EDD Program if:

- a. I have not received a Master's Degree under this program.
- b. I reside in the State of Florida.
- c. I am not on academic probation or suspension by a participating institution that I attend or plan to attend. (Academic probation and suspension are defined by the participating institution.)
- d. I agree to perform satisfactorily in the FLNG while I am enrolled in the EDD Program.
- e. I agree to maintain satisfactory performance standards at the academic institution I am attending.
- f. I have not been discharged from the FLNG nor transferred to the Inactive FLNG or IRR.
- g. I agree to complete this form in full.
- h. I have not tested positive for any illegal drugs.
- i. I have not been on the Army Weight Control Program (AWCP)/Air Force Weight Management Program (AFWMP) in excess of one (1) year.
- j. I have not received five (5) unexcused absences from military duty within a twelve (12) month period. If I do, I will be disqualified from Program participation until I have performed twelve (12) consecutive months of service without acquiring another unexcused absence.

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k. I have not received nine (9) unexcused absences from military duty. Nine (9) unexcused absences will permanently disqualify me from Program participation.

l. I have passed the Army Physical Fitness Test (APFT)/ Air Force Fitness Test (AFFT) conditions within the past year..

m. I have continuously met all of the above eligibility criteria.

---- SECTION III - TERMINATION ----

5. I acknowledge and agree that my entitlement to participation in the Program will be terminated if I fail to continuously meet any of the above eligibility qualification criteria.

6. If placed on academic probation, I understand that I will be disqualified from Program participation until removed from academic probation or suspension by the participating institution.

---- SECTION IV - REINSTATEMENT ----

7. My eligibility may be reinstated if I am disqualified under the following conditions: My commander requests my reinstatement if disqualified for unsatisfactory performance.

8. Once disqualified after the beginning of an academic semester my reinstatement will not become effective until the beginning of a subsequent academic semester.

---- SECTION V - RECOUPMENTS ----

9. Recoupment of tuition and fees paid on my behalf may be initiated by the Department of Military Affairs (DMA) upon my termination or disqualification from Program participation, and if I do **not** initiate repayment, legal action **may be** initiated against me.

Member must initial _____

10. Recoupment's executed will be for the total amount of tuition and fees, including interest paid on my behalf. Recoupment will be initiated if I do not serve the required period of service obligation.

---- SECTION VI - STATEMENT OF UNDERSTANDING ----

11. I understand that the above statements are all the promises or agreements concerning my admission into the EDD Program. Any other promise, representation, or commitment made to me in connection with my EDD Program benefit is not binding.

12. I understand that it is my responsibility to maintain my eligibility status and review of all provisions of the Program and any changes to the program at least once semester.

13. I agree to the release of the personal and academic information necessary to verify my academic status between the participating institution and the FLNG or for recoupment and collection purposes.

14. I understand that EDD Program benefits are contingent upon verification of my academic status by the participating institution and satisfactory completion of my requirements.

15. I understand that the Adjutant General's policies affecting EDD Program participation are as follows:

a. Annual Training (AT) takes precedence over school attendance.

b. Attendance at monthly drill Inactive Duty Training (IDT) takes precedence over school participation, (i.e. If your final exams are scheduled for a drill weekend, you should make arrangements, in advance, to take your exams at another time.)

c. If my unit is activated during an academic period, I will be required to report as ordered. However, there are provisions under Florida Statutes that will protect me from being penalized by a public institution for this absence from school attendance.

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---- SECTION VII - AUTHENTICATION ----

AGREEMENT

This Agreement made between _____, and the DMA, is made pursuant to Section 250.10(7),
(Member)
Florida Statutes (FLA. Stat.), which provides for certain educational benefits to be paid to, or for, Guard Member who maintain active
satisfactory Guard Membership and participation in the FLNG for a specified term of years. Based upon the educational benefits received,
or to be received in the future, _____ agrees to comply with all requirements for satisfactory Guard Membership in
(Member)
the FLNG as set forth in Section 250.10, FLA Stat., and specifically agrees to the following:

1. If the Guard Member fails to comply with any of the terms and conditions set forth herein, or any of the terms and conditions as
required by Section 250.10, FLA. Stat., as currently exist, or hereafter amended, _____ agrees to
(Member)
repay all funds received within sixty (60) days of the date that, _____ fails to comply with the terms specified
(Member)
above, or in Section 250.10, Florida Statute.

2. The said sum to be repaid shall be the sum of all funds paid to, or on behalf of _____ to any
(Member)
educational institution, together with interest at the rate of eight percent (8%) simple interest compounded annually, or the maximum interest rate
authorized by law, which ever is higher.

3. _____ authorizes the DMA to bring suit in the event of default and does further confess judgment
(Member)
and authorizes the DMA to garnish, attach, or otherwise levy upon any and all assets which _____ may
(Member)
possess, own, or hereafter acquire, for purposes of satisfying the sum due the State of Florida as a result of any said breach.

UNIT NAME

DATE

TYPED NAME/GRADE/SSN OF GUARD MEMBER

SIGNATURE OF GUARD MEMBER

TYPED NAME/GRADE OF CERTIFYING
OR ENLISTING OFFICIAL

SIGNATURE OF CERTIFYING
OR ENLISTING OFFICIAL

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Appendix F

Application for Education Assistance in the FLNG FNG Form 704

The application is accessible in Pure Edge Viewer Program.

The application can also be requested in a Word format.

Appendix G

One hundred percent (100%) tuition paid at
State of Florida Public Community Colleges and Universities (see attachment).

Eligibility:

- Soldier has completed/signed EDD Memorandum Of Agreement
- Required service obligation.
- Does not have a Master's Degree paid for by the EDD program.
- Remains a Guard Member in good standing.
- Can be used for Associates, Bachelor's Degree, Master's Degree and Technical Certificate.

Appendix H

Educational Dollars for Duty Program **Disqualifications and Forfeitures Checklist**

1. Disqualifications. Participants will be disqualified from participation for the following reasons:

a. The Guard Member is not satisfactorily performing military duties as a member of the FLNG as determined by the unit commander.

b. The Guard Member does not maintain a 2.0 grade point average, or is placed on academic probation by the school for which they are receiving EDD Benefits.

c. The Guard Member is no longer a member of the FLNG.

2. Forfeitures: Participants will be required to reimburse the DMA for EDD funds expended for the following reasons:

a. The Guard Member fails or withdraws from a class paid for by EDD.

b. The Guard Member does not fulfill the service obligation for EDD.

c. The Guard Member is discharged before the end of the enlistment period.

Appendix I

EDD Reinstatement Checklist

The Guard Member will be reinstated in the respective program when the following conditions are met:

1. The Guard Member is satisfactorily performing military duties as a member of the FLNG as determined by the unit commander.
2. The Guard Member is maintaining a 2.0 grade point average and/or has been removed from academic probation by the school for which they are receiving EDD benefits.
3. The Guard Member completes FNG Form 704 for the term requested and the form is approved by the unit commander.

Appendix J

DEPARTMENTS OF THE ARMY AND THE AIR FORCE
Florida National Guard
OFFICE OF THE ADJUTANT GENERAL
SAINT FRANCIS BARRACKS, POST OFFICE BOX 1008
SAINT AUGUSTINE, FLORIDA 32085-1008

DCSPER-EDD (621-5)

Date

MEMORANDUM FOR _____

SUBJECT: Educational Dollars For Duty Program (EDD)

1. References: Annex To Department Of Defense (DD) Form 4 Educational Dollars For Duty Memorandum of Agreement.
2. Your eligibility for EDD has been suspended due to non-compliance with the above reference Section II, Paragraph(s) 3 (agreement to serve the service obligation) 4d (perform satisfactorily in the FLNG), and 4m (continuously meet all eligibility criteria); and Section VI, Paragraph 12 (participants responsibility to maintain eligibility status and stay current on EDD program provisions and changes).
3. In accordance with the above reference, Section V, Paragraphs 9 and 10, and Section VII, Paragraphs 1, 2 and 3a, recoupment of EDD funds expended on your behalf as outlined in the enclosure is required. Please contact this office within 30 days from the date of this notification, to arrange payment options. If you cannot pay in full, you can make payments and there will be no interest or penalty charges.
4. Please remit funds by **certified check or money order** made payable to the Department Of Military Affairs, and mail remittance to Department Of Military Affairs Attn: DCSPER-EDD, P. O. Box 1008, St. Augustine, FL 32085-1008.
5. In accordance with reference and this notice, failure to remit funds due the Department in a timely manner will result in legal and/or collection actions against you to recoup funds owed to the State of Florida.
6. If you have any questions please contact the EDD program administrator Andy Rusnak at (904) 823-0351.

Encl
as

STERLING W. HEYMEN
COL, GS, FLARNG
Deputy Chief of Staff Personnel

Appendix K

DEPARTMENT of MILITARY AFFAIRS

Educational Dollars for Duty Recoupment Statement

Guardzman Name: _____

Guardzman SS#: _____

School/Fiscal Year Funds Expended

FY 98 _____

FY 99 _____

FY 00 _____

FY 01 _____

FY 02 _____

FY 03 _____

FY 04 _____

FY 05 _____

FY 06 _____

FY 07 _____

FY 07 _____

TOTAL: _____

PAYMENT IS DUE WITHIN 30 DAYS

Please remit funds in the total amount of _____ by **certified check or money order** made payable to the Department Of Military Affairs.

Please mail remittance to Department Of Military Affairs, Attn: DCSPER-EDD, P.O. Box 1008, St. Augustine, FL 32085-1008.