

NAME: _____
Last, First MI

SS# _____

ANNEX _____

**OFFICER
EDUCATIONAL DOLLARS FOR DUTY (EDD)
MEMORANDUM OF AGREEMENT
FLORIDA NATIONAL GUARD**

----- 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 requirement outlined belows. 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 when 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 and fees, including interest 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 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 each 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 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 membership in
(Member)
the FLNG as set forth in Section 250.10, FLA. Stat., and specifically agrees to the following:

1. If the Guardsman 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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