

**EDUCATIONAL ASSISTANCE PROGRAM FOR MILITARY JUNIOR COLLEGE (MJC) COMMISSIONED OFFICERS**

For use of this form, see USACC Reg 145-1; the proponent agency is ATCC-ROI

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

<b>Authority:</b>	Title 10 USC, Sections 2005, 2107a, 2107a(c); Title 5 USC, Section 301; Title 38, Section 101(23)
<b>Principle Purpose:</b>	To specify the contractual agreements and obligations and to document contracting in the Educational Assistance Program for MJC Commissioned Officers.
<b>Routine Uses:</b>	This form will be maintained in the officer's file and becomes a permanent part of the official personnel records as confirmation of contracting, obligation and agreements.
<b>Disclosure:</b>	Disclosure of the information requested in this contract is voluntary. However, applicable portions must be completed if the student desires to be contracted in the Educational Assistance Program for MJC Commissioned Officers.

**PREAMBLE**

This contract represents an agreement entered into between the United States Army and the MJC commissioned officer named herein, to effect participation in the Educational Assistance Program for MJC Commissioned Officers. For the purposes of this contract an MJC commissioned officer is defined as one who graduated from an MJC and is participating in the Early Commissioning Program (ECP). It is hereby agreed by both parties, the United States Army and the officer, that the sole purpose of this program is to provide financial assistance in order to obtain a baccalaureate degree and serve as an officer in the U.S. Army. In consideration of the mutual benefits, which will accrue to the parties hereto by reason of the officer's participation later service in the United States Army, the parties agree to the terms below.

**CONTRACT**

A. STUDENT'S NAME (Last, First, MI)	B. SSN (Last 4 digits)
C. ADDRESS OF RECORD (Include Zip Code)	D. NAME/ADDRESS OF EDUCATIONAL INSTITUTION
E. DATE EDUCATION COMMENCES (YYYYMMDD)	F. COMPLETION DATE OF DEGREE (YYYYMMDD)
G. ACADEMIC MAJOR(S) FOR DEGREE	

**PART I – AGREEMENT OF THE MJC COMMISSIONED OFFICER**

1. **GENERAL AGREEMENT.** As the above named officer, I hereby agree to meet and maintain the requirements as stated in this contractual agreement.

2. **ACADEMIC REQUIREMENTS.**

a. Enroll in the necessary courses and successfully complete, within a maximum of three academic years, the requirements for the degree in the academic major stated above. I agree to remain enrolled in and successfully complete all requirements as prescribed by the Secretary of the Army or his/her designee.

b. Remain a full-time student in good standing at the educational institution named above and complete my degree within a maximum of three academic years. A full-time student is defined as one enrolled in sufficient academic courses to obtain junior and senior academic status at the end of each appropriate one-academic-year increment for the duration of the financial assistance program.

c. Maintain, at a minimum, a cumulative academic grade point average of 2.0 on a 4.0 or equivalent scale. This grade point average must also be maintained for each semester or quarter. If I am required by my academic major or by the school I am attending to maintain a higher cumulative and semester or quarter grade point average, I agree to maintain that higher standard until the completion of the academic requirements for my degree. I understand and agree that failure to maintain the minimum academic grade point average may subject me to disenrollment from the EAP program.

**PART I – AGREEMENT OF THE MJC COMMISSIONED OFFICER (Continued)**

**3. MEDICAL AND PHYSICAL FITNESS STANDARDS.**

a. I agree to maintain eligibility, as defined by statute, Army regulation, and this contract, throughout the period of this contract. I agree to meet and maintain the current Army fitness standard and the screening weight or body fat percentage required by the Army Weight Control Program in accordance with established regulations. These will be continuous requirements that I must continue to meet until the date that I report to Officer Basic Course (OBC) or a Reserve Component unit and thereafter. The eligibility standards, including the current Army fitness standard and Army Weight Control Program standards, are subject to change and I must keep myself informed of such changes.

b. I agree to undergo drug and alcohol screening and Human Immunodeficiency Virus (HIV) antibody tests as may be prescribed by the U.S. Army.

**4. ADDITIONAL TERMS AND CONDITIONS.**

a. PAYMENT DURATION LIMIT. I understand that the Department of the Army will not pay for benefits under this contract for more than two academic years. Summer sessions and mini sessions are not considered part of the academic year under this program. I understand that if I do not attain my baccalaureate degree within two academic years, I will not receive additional funding under this contract. \_\_\_\_\_ **Init.**

b. By executing this contract, I agree to meet with my designated Professor of Military Science (PMS) not less than quarterly to provide a status report on my academic progress, update my address, telephone number, and complete administrative records as required. I represent that I continue to meet all eligibility criteria, as defined by statute, Army regulation, and this contract. I acknowledge that I must attend a school that offers Army Senior ROTC (either a host or cross-enrolled battalion) while participating in this program. I represent that I have disclosed or will disclose any and all pre-existing medical conditions and non-medical conditions that would make me ineligible for this program as specified in statute, Army regulations and this contract.

c. I agree to contact Human Resources Command (HRC) on a semi-annual basis to provide a status report on academic progress, update address, telephone number and complete administrative records as required.

d. I understand that I may not be ordered to active duty, ordered to deploy, or ordered to attend Officer Basic Course while enrolled in the ECP. If I am ordered to perform any of these tasks, I acknowledge that I must IMMEDIATELY contact HRC to inform them of these orders.

e. As an ECP Lieutenant, I will complete the accession packet in coordination with the PMS; the PMS will submit the packet through Headquarters Cadet Command. If accessed Reserve Forces Duty (RFD), the PMS will assist me in locating a point of contact of the Reserve Components (RC) for placement in a RC unit.

**5. REIMBURSEMENT OF FINANCIAL ASSISTANCE FOR BREACH OF CONTRACT.**

a. I understand and agree that my educational assistance will be terminated immediately and I will incur a reimbursement obligation equal to all financial assistance paid by the U.S. Government while participating in the EAP program for any of the following reasons:

(1) Voluntarily withdrawal or failure to continue in this program.

(2) Failure to successfully complete the requirements for the degree in the academic major stated above within 36 months; or

(3) any of the reasons listed in AR 145-1, paragraph 3-43, hereby incorporated by reference.

b. I understand and agree that I continue to remain bound by the terms of my original Senior ROTC contract (either scholarship (DA Form 597-3) or non-scholarship (DA Form 597)). \_\_\_\_\_ **Init.**

**PART I – AGREEMENT OF THE MJC COMMISSIONED OFFICER (Continued)**

6. **AGREEMENTS UPON COMPLETION.** Upon successful completion of my degree requirements, I agree that any service obligation incurred under this contract will be in addition to the service obligation incurred under my ROTC contractual agreement (DA Form 597-3 or DA Form 597). I understand that this additional service obligation must be served consecutively with all remaining service obligations. I understand that the additional obligation incurred under this contract is one year for each year or part of year that educational assistance is provided under this contract. . \_\_\_\_\_ **Init.**

7. **FAILURE TO COMPLETE REQUIRED SERVICE OBLIGATION.** I understand and agree that if I voluntarily or because of misconduct fail to begin or fail to complete any period of active duty or duty in a reserve status not on active duty that I have incurred under this contract or any prior ROTC contract, I will be required to reimburse the United States an amount of money, plus interest, that is equal to or bears the same ratio to the total cost of the financial assistance provided to me by the United States as the unserved portion of such duty bears to the total period of such duty I was obligated to serve.

8. **RELEASE FROM OBLIGATIONS.** I understand that the Secretary of the Army or his/her designee may at any time release me without notice from the obligations under this contract without further benefits hereunder if, in the opinion of the Secretary of the Army or his or her designee, it is in the best interest of the Army.

9. I understand the provisions in this contract contain the only promises by and to both parties..

H. HOME ADDRESS (Include Zip Code)	I. SIGNATURE
	J. DATE (YYYYMMDD)

**PART II – AGREEMENT OF THE DEPARTMENT OF THE ARMY**

10. **DEPARTMENT OF THE ARMY AGREEMENTS.** In consideration of the agreement in Part I above, the Department of the Army agrees to--

a. **PAY BENEFITS.** Pay for a period of two academic years (provided funds are appropriated by Congress) the following:

- **TUITION AND FEES.** Payment of full tuition and mandatory educational fees annually.

**OR**

- **ROOM AND BOARD EXPENSES.** Expenses computed in accordance with Cadet Command guidance of a flat rate of \$10,000 annually.

b. **PAYMENT TERMS.** Financial assistance payment for tuitions and fees or room and board will be made if the student remains actively enrolled after the start of each academic year.

**PART III – CONFIRMATION OF ENROLLMENT**

11. On the basis of the above executed contract, the applicant's selection for the award of the financial assistance indicated (Part II) was made and enrolled on the effective date in item K.	K. EFFECTIVE DATE (YYYYMMDD)
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**PART IV – FOR THE SECRETARY OF THE ARMY**

L. NAME OF ROTC CONTRACTING OFFICIAL (Print or type)	N. DATE (YYYYMMDD)
M. SIGNATURE OF ROTC CONTRACTING OFFICIAL	