

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

For use of this form see AR 145-1; the proponent agency is DCS G-1.

PRIVACY STATEMENT

AUTHORITY: 10 USC Chapter 103, Senior Reserve Officers' Training Corps; 10 USC 2101 through 2111, Armed Forces Training and Education; 10 USC 3013, Secretary of the Army AR 145-1, Senior Reserve Officers' Training Corps Program: Organization, Administration, and Training; AR 600-8-104, Army Military Human Resource Records Management; and E.O. 9397 SSN (as amended).

PRINCIPAL PURPOSE: To specify the contractual agreements and obligations and to document contracting in the Army Senior Reserve Officers' Training Corps (ROTC) Nonscholarship Cadet Contract Program. For additional information see the System of Records Notice A0145-1 AHRC, Army Reserve Officers' Training Corps (ROTC) and Financial Assistance Programs and A0600-8-104b AHRC, Official Military Personnel Record (<https://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-Component-Notices/Army-Article-List/>).

ROUTINE USES: Information provided may be further disclosed to the Federal Aviation Administration for flight certification/licensing and to the Department of Veteran's Affairs for benefits purposes. In addition, this form is subject to the proper and necessary routine uses identified in the system of records notice(s) specified in the purpose statement above.

DISCLOSURE: Voluntary. However, applicable portions must be completed if the applicant desires to be contracted in the ROTC Nonscholarship Program.

System of Record Notices (SORN) that apply to the DA Form 597 is A0600-8-104b AHRC, Official Military Personnel System (APS) (30 JUL 13). This SORN as well as the authorities for the maintenance are available at <https://dpcl.d.defense.gov/Privacy>.

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 (<i>Last, First, MI</i>)		D. NAME OF EDUCATIONAL INSTITUTION	
B. SSN		E. ADDRESS OF EDUCATIONAL INSTITUTION	
C. DATE OF BIRTH (<i>YYYYMMDD</i>)		H. ADDRESS OF RECORD (<i>Include ZIP Code</i>)	
F. DATE EDUCATION COMMENCES (<i>YYYYMMDD</i>)	G. COMPLETION DATE (<i>YYYYMMDD</i>)		
I. ACADEMIC MAJOR IN WHICH DEGREE IS TO BE ATTAINED			
J. EXTENDED BENEFITS RECEIVED	K. PERIOD COVERED	L. DATE APPROVED (<i>YYYYMMDD</i>)	M. AUTHORIZED

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.

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 standards of the Army fitness test of record and the screening weight or body fat percentage required by the Army Body Composition Program in accordance with established regulations. These will be continuous requirements that I must meet until the date that I report to Officer Basic Course (OBC) or a Reserve Component unit and thereafter. The eligibility standards, including the Army fitness test of record and Army Body Composition 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 may 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 may not receive additional funding under this contract.

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 (*host, extension or cross-town unit*) 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 10-2, 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 nonscholarship (DA Form 597)*).

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.

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.

N. HOME ADDRESS (Include ZIP Code)

O. SIGNATURE

P. 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 up to an annual amount not exceed \$10,000.

b. **PAYMENT TERMS.** Financial assistance payment for tuitions and fees will be made if the student remains actively enrolled on the 45th day after the start of each academic year. The 45-day waiting period applies only to the first term of each academic year (usually the Fall semester/quarter). The waiting period will not apply to the second semester or to second/third quarters. If the student enters into a contract after the 45th day of the first term of the academic year, he or she is immediately eligible for benefits. After the 45-day waiting period, payment for tuition and fees or room and board will be made to the beginning of the term, or the date the student began the term, whichever is later, provided that this contract is consummated before the end of that term. If the educational institution will not defer the payment of tuition and other fees until the 45th day after the start of classes, the student is responsible for payment of the tuition and fees. The Army is not obligated to pay any late fee incurred as a result of the student's failure to pay the costs of tuition and fees prior to the 45th day.

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 Q.

Q. EFFECTIVE DATE OF ENROLLMENT (YYYYMMDD)

PART IV - FOR THE SECRETARY OF THE ARMY

R. NAME OF ROTC CONTRACTING OFFICIAL	S. SIGNATURE OF ROTC OFFICIAL	T. DATE (YYYYMMDD)
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