

STATEMENT OF AGREEMENT (SOA)
STATE OF UTAH SCHOOLS
UTAH NATIONAL GUARD (ARMY and AIR)
STATE TUITION ASSISTANCE PROGRAM

A. GUIDELINES.

1. AUTHORITY. Utah National Guard Circular 23-01

2. PRIVACY ACT INFORMATION. State tuition and fee payment program forms may include information protected under the Privacy Act of 1974. In order to review and approve state tuition and fee payment program requests, I authorize state tuition and fee payment program administrators to forward applicable state tuition and fee payment program applications and associated forms to my non-military email address.

3. STATE PUBLIC COLLEGES AND UNIVERSITIES. State schools include: Bridgerland Technical College, Davis Technical College, Dixie Tech, Mountainland Technical College, Ogden-Weber Technical College, Salt Lake Community College, Salt Lake Community Technical College, Snow College, Southern Utah University, Southwest Tech, Tooele Technical College, Uintah Basin Tech, University of Utah, Utah State University, Utah Tech University, Utah Valley University, and Weber State University

4. AUTHORIZED RATES.

a. _____ The State of Utah, through the Utah National Guard, may pay up to 100% of my tuition, fees. Fiscal Year funding limit to 100% of state tuition and fee payment program for approved courses required by the program.

b. _____ State tuition and fee payment program is authorized on a course-by-course basis and no changes will be made in the courses or dollar amount for which state tuition and fee payment program is approved without approval of the Utah National Guard State Military Department. Changes to previously approved state tuition and fee payment program must be made within 30 days of class start date.

c. _____ The use of state tuition and fee payment program funding is for a course (or courses) required for the completion of my degree or certificate plan. I am required to submit proof or validation of my degree plan or certificate program, along with my grades, no later than 45 days following the completion of my approved course(s). Degree plan and grade certification will be submitted on page 2 of the approved state tuition and fee payment program application.

d. _____ State tuition and fee payment program will not be approved to fund a course more than once unless the service member has repaid the funds for the previously taken class.

5. ELIGIBILITY.

a. _____ I am a traditional Utah National Guard service member in good standing (satisfactory participant) in my Utah National Guard unit.

b. _____ I applied for, maximized, or was ineligible for funding through the State Tuition Waiver (STW) and/or Federal Tuition Assistance (FTA) programs and:

(1) _____ I am in pursuit of a professional certificate, and/or

(2) _____ I am in pursuit of my first degree at the Associate, Bachelor, and/or Graduate level, or

(3) _____ I am in pursuit of an additional degree at the Associate, Bachelor, and/or Graduate level and no funding for my previous degree at this same level was provided by the state tuition and fee payment program.

6. REMAINING TIME IN SERVICE REQUIREMENT. I understand that by receiving Utah National Guard state tuition and fee payment program, I must meet the applicable remaining time in service requirement for my program from the list below. Failure to complete this requirement will result in recoupment of all or a portion of my state tuition and fee payment program.

a. _____ For Undergraduate, Graduate, Doctoral, and Aviation programs, my separation date from the Utah National Guard must be a minimum of two year past the course end date.

7. GRADES.

a. _____ I must maintain a cumulative Grade Point Average (GPA) of 2.0 or higher for an undergraduate and 3.0 or higher for a graduate degree. I will not be eligible for any further state tuition and fee payment program funding if I fall below this standard, until I provide clear evidence of realignment with the standard.

b. _____ I will provide the State Military Department with proof of successful completion of approved courses within 90 days of completion of the class for which I receive state tuition and fee payment program. Grade certification will be submitted on page 2 of the approved state tuition and fee payment program application. Failure to do so will result in suspension of further state tuition and fee payment program funding until the service member satisfactorily complies with all state tuition and fee payment program requirements.

8. CLASS/COURSE SUBMISSION AND CHANGES.

a. _____ I may submit my state tuition and fee payment program request up to 90 days, but not less than 15 business days before start date of course/semester.

b. _____ I understand that I am responsible to provide a copy of my approved state tuition and fee payment program form to my school accounting office within 30 days of state tuition and fee payment program approval. Failure to do so may result in interruption or denial of state tuition and fee payment program invoicing and/or payment to the school.

9. DUPLICATION OF BENEFITS.

a. State tuition and fee payment program is authorized in combination with all chapters of the GI Bill. GI Bill programs that pay toward tuition and/or fees are structured as last-pay; state tuition and fee payment program can be applied up to the maximum authorized rates listed above, and the school will process the remaining costs subject to compliance with the current Veterans Affairs School certifying Official Handbook.

b. State tuition and fee payment program funds may be used in conjunction with FTA toward the same class but cannot exceed 100 percent of the course cost.

c. No funding supplied by the state tuition and fee payment program can be refunded to the student; any overages resulting from previously accepted/applied tuition-only programs should be reduced from the amount requested from state tuition and fee payment program.

d. Any applicable requirements for additional funding or use of funds in conjunction with other monetary sources will follow guidelines set by existing policy.

10. RECOUPMENT OF FUNDING. Applicants are responsible for notifying the Education Office if there are any changes in approved coursework such as class changes, drops or withdrawals.

a. If a student withdraws from a class after the school's designated "withdrawal period," the school may still invoice for that class. Unless the student provides clear, incontestable evidence that the course was dropped due to unforeseen circumstances, the student will be required to repay the entire charge for that course to the State of Utah, under the state tuition and fee payment program policy guidelines. Examples may include extreme illness or mobilization with less than 30 days' notice.

b. Students who receive a letter grade of E, F, I, U, or W will be recouped.

c. All recoupments will be initiated prior to future state tuition and fee payment program application approval.

11. PERIOD OF AGREEMENT. This SOA will remain in effect for the entire state fiscal year in which it is signed. A new SOA must be signed each fiscal year the service member receives state tuition and fee payment program.

B. MEMBER ACKNOWLEDGEMENT AND AGREEMENT.

I agree to all the above conditions.

Name (Last, First, MI) Rank/Grade Unit Date

Signature

Address (Street, City, State, Zip)

Phone

Personal Email Address

C. COMMANDER APPROVAL *REQUIRED FOR AIR GUARD ONLY*****

Commander/Authorized Designee Name

Commander/Authorized