

may continue to do so at the discretion of Headquarters, ACES. Non-LOI schools will be subject to the requirements of paragraphs 2.b.(2) and 2.b.(3) of this DoD MOU only to the extent that their existing non-LOI agreement with the U.S. Army provides.

APPENDIX D TO PART 68—ADDENDUM FOR EDUCATION SERVICES BETWEEN [NAME OF EDUCATIONAL INSTITUTION] AND THE U.S. MARINE CORPS

1. *Purpose.* This addendum is between (Name of Educational Institution), hereafter referred to as the "Institution," and the U.S. Marine Corps. The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to Service members, DoD civilian employees, eligible adult family members, military retirees, and non-DoD personnel not covered in the DoD Voluntary Education Partnership Memorandum of Understanding between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institution. This addendum is not to be construed in any way as giving rise to a contractual obligation of the U.S. Marine Corps to provide funds to the Institution that would be contrary to Federal law.

2. *Responsibilities.*

a. *Marine Corps Education Services Officer (ESO):* In support of this addendum, the Marine Corps ESO shall maintain a continuing liaison with a designated Institution representative and be responsible for inspections and the acceptance of the Institution's services. The ESO will provide assistance to the Institution representative to provide military and Marine Corps culture orientation to the Institution personnel.

b. *Institution.* The Institution will:

(1) Appoint and designate an Institution representative to maintain a continuing liaison with the Marine Corps ESO.

(2) Provide open enrollment during a designated time periods in courses conducted through media (e.g., portable media devices or computer-aided). Those courses shall be on an individual enrollment basis.

(3) When operating on a Marine base, provide all required equipment when the Institution provides instruction via media.

(4) When operating on a Marine base, provide library services to the Marine Corps base/installation for students in the form of research and reference materials (e.g., books, pamphlets, magazines) of similar quality to the support provided students on the institution's home campus. Services shall also include research and reference material in sufficient quantity to meet curriculum and program demands. Materials shall be, at a minimum, the required readings of the instructor(s) for a particular course or program, or the ability for the student to request a copy of such material, from the institution's main

library, without any inconvenience or charge to the student (e.g., a library computer terminal that may allow students to order material and have it mailed to their residence).

(5) Route publicity generated for an installation community through the base ESO.

(6) Permit employment of off-duty military personnel or Government civilian employees by the institution, provided such employment does not conflict with the policies set forth in DoD Regulation 5500.7-R. However, Government personnel employed in any way in the administration of this addendum will be excluded from such employment because of conflict of interest.

3. *Billing Procedures, And Formal Grades.*

a. Comply with wide area work flow process for invoicing tuition assistance.

b. Grades shall be submitted through the Navy College Management Information System grade entry application.

c. Grade reports shall be provided to the Naval Education and Training Professional Development and Technology Center within 30 days of term ending or completion of the course, whichever is earlier.

APPENDIX E TO PART 68—ADDENDUM FOR EDUCATION SERVICES BETWEEN [NAME OF EDUCATIONAL INSTITUTION] AND THE U.S. NAVY

1. *Purpose.* This addendum is between (Name of Educational Institution), hereafter referred to as the "Institution," and the U.S. Navy. The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to Service members, DoD civilian employees, eligible adult family members, military retirees, and non-DoD personnel not covered in the DoD Voluntary Education Partnership Memorandum of Understanding (MOU) between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institution. This addendum is not to be construed in any way as giving rise to a contractual obligation of the Department of the Navy to provide funds to the academic Institution that would be contrary to Federal law.

2. *Responsibilities.*

a. *Commanding Officer responsible for execution of the Voluntary Education Program.* The commanding officer responsible for execution of the voluntary education program shall:

(1) Determine the local voluntary education program needs for the Navy population to be served and recommend to the installation commander the educational programs to be offered on the base;

(2) Administer this agreement and provide program management support;

(3) Manage the Navy College Program Distance Learning Partnership (NCPDLP) agreements.

b. *Navy College Office (NCO)*: In support of this addendum, the NCO will maintain a continuing liaison with the designated Institution representative and be responsible for inspections and the acceptance of the Institution's services. The NCO will provide assistance to the Institution representative to provide military and Navy culture orientation to the Institution personnel.

c. *Institution*. The Institution will:

(1) If a distance learning partner institution:

(i) Comply with NCPDLP agreements, if an institution participates in NCPDLP.

(ii) Provide a link to the academic institution through the Navy College Program Web Site, only if designated as an NCPDLP school.

(iii) Display the academic Institution's advertising materials (*i.e.*, pamphlets, posters, and brochures) at all NCOs, only if designated as an NCPDLP school.

(2) Appoint and designate an Institution representative to maintain a continuing liaison with the NCO staff.

(3) Comply with wide area work flow processes for invoicing of tuition assistance. Grades will be submitted to the Navy College Management Information System grade entry application.

(4) Ensure library resource arrangements are in accordance with the standards of the Institution's accrediting association and the State regulatory agency having jurisdiction over the academic Institution.

(5) Respond to email messages from students within a reasonable period of time—generally within two workdays, unless extenuating circumstances would justify additional time.

(6) Comply with host command procedures before starting instructor-based courses on any Navy installation. The NCO shall negotiate a separate agreement with the academic Institution in concert with the host command procedures.

(7) Mail an official transcript indicating degree completion, at no cost to the sailor or the Government to: Center for Personal and Professional Development, ATTN: Virtual Education Center, 1905 Regulus Ave., Suite 234, Virginia Beach, VA 23461-2009.

## PART 69—SCHOOL BOARDS FOR DEPARTMENT OF DEFENSE DOMESTIC DEPENDENT ELEMENTARY AND SECONDARY SCHOOLS

Sec.

- 69.1 Purpose.
- 69.2 Applicability and scope.
- 69.3 Definitions.
- 69.4 Policy.
- 69.5 Responsibilities.
- 69.6 Procedures.

AUTHORITY: 10 U.S.C. 2164.

SOURCE: 61 FR 60563, Nov. 29, 1996, unless otherwise noted.

### § 69.1 Purpose.

This part prescribes policies and procedures for the establishment and operation of elected School Boards for schools operated by the Department of Defense (DoD) under 10 U.S.C. 2164, 32 CFR part 345, and Public Law 92–463.

### § 69.2 Applicability and scope.

This part applies to:

(a) The Office of the Secretary of Defense (OSD), the Military Departments, the Coast Guard when operating as a service of the Department of the Navy or by agreement between DoD and the Department of Transportation, the Chairman of the Joint Chiefs of Staff, the Unified and Specified Combatant Commands, the Inspector General of the Department of Defense, the Uniformed Services University of the Health Sciences, the Defense Agencies, and the DoD Field Activities.

(b) The schools (prekindergarten through grade 12) operated by the DoD under 10 U.S.C. 2164 and 32 CFR part 345 within the continental United States, Alaska, Hawaii, Puerto Rico, Wake Island, Guam, American Samoa, the Northern Mariana Islands, and the Virgin Islands, known as DoD DDESS Arrangements.

(c) This part does not apply to elected school boards established under state or local law for DoD DDESS special arrangements.

### § 69.3 Definitions.

(a) *Arrangements*. Actions taken by the Secretary of Defense to provide a free public education to dependent children under 10 U.S.C. 2164 through DoD DDESS arrangements or DoD DDESS special arrangements:

(1) *DDESS arrangement*. A school operated by the Department of Defense under 10 U.S.C. 2164 and 32 CFR 345 to provide a free public education for eligible children.

(2) *DDESS special arrangement*. An agreement, under 10 U.S.C. 2164, between the Secretary of Defense, or designee, and a local public education agency whereby a school or a school system operated by the local public