

**MEMORANDUM OF AGREEMENT  
DLA TUITION ASSISTANCE PROGRAM**

The Defense Logistics Agency (hereinafter referred to as DLA or Employer) and the American Federation of Government Employees Council 169 (hereinafter referred to as the Council or Union) hereby agree to the following concerning the DLA Tuition Assistance Program:

1. Revise paragraph 5 of the DLA Tuition Assistance Policy as follows by adding paragraph e:

“e. Under no circumstances will employees accept payments that result in dual compensation. Grants, scholarships, veteran benefits, or other aid for textbooks, fees (laboratory, administrative, and other non-tuition fees), supplies, computers, or travel/transportation may only be accepted to the extent that these expenses are not covered by payments under DLA's tuition assistance program.”

2. Revise paragraph 8d of the DLA Tuition Assistance Policy as follows:

“d. If an employee separates from Federal Government service before completing a course, he/she must reimburse DLA for the full tuition amount funded. Waivers may be approved when the separation is in the best interest of the Government. Waiver authority shall rest with the heads of HQ DLA organizations and Field Activities.”

3. Revise the title of paragraph 9 of the DLA Tuition Assistance Policy to: “DLA Completion Requirements” and revise paragraph 9a as follows:

“a. If a course is dropped, failed or not completed with a grade of “C” or better (or equivalent in non-traditional grading systems), employees must reimburse DLA for the full amount funded, or retake the course within 1 year at their own expense and show proof of successful completion. Additional tuition assistance will not be approved until those arrangements have been made with DTC to retake the course or reimburse the Agency. Those in the position of having to reimburse the Agency will be given the option of paying their indebtedness through payroll deduction. In that event, the employee may resume participation in the program upon execution of the payroll-deduction agreement.”

4. Revise paragraph 10c of the DLA Tuition Assistance Policy as follows:

“c. If an employee voluntarily separates from Federal Government service or is involuntarily separated for cause during a continued service period, he/she must reimburse the Federal Government on a prorated basis for the funded tuition. Waivers may be granted when in the best interest of the Government. Waiver authority shall rest with the heads of HQ DLA organizations and Field Activities. The requirement to reimburse the Government does not apply in the case of retirement. “

5. Paragraph 1 of the DLA Tuition Assistance Training Agreement will be modified as follows:

"A signed DLA Tuition Assistance Agreement is required for each tuition assistance instance for which the Federal Government (hereinafter referred to as the Government) pays approved costs prior to the course starting date. This agreement is specific to the course title, institution and term identified below. Any and all other agreements currently in effect remain intact and are not altered by this agreement. Nothing contained herein shall be construed as limiting the authority of DLA to waive, in whole or in part, an obligation of an employee to pay expenses incurred by the Government in connection with the training."

6. Revise the last sentence of paragraph 1b of the DLA Tuition Assistance Training Agreement as follows:

"b. The requirement to reimburse the Government does not apply in the case of retirement."

7. Revise paragraph 2a of the DLA Tuition Assistance Training Agreement as follows:


"a. If I should receive any grade below a C (or equivalent) or withdraw from a government-paid course, I must reimburse DLA for the full amount funded, or retake the course within 1 year at my own expense and show proof of successful completion. Additional tuition assistance will not be approved until I make arrangements with DTC to retake the course or reimburse the Agency."

8. Revise paragraph 4 of the DLA Tuition Assistance Training Agreement as follows:

"Under no circumstances will I accept payments that result in dual compensation. I understand that I may only accept grants, scholarships, veteran benefits or other aid for textbooks, fees (laboratory, administrative, and other non-tuition fees), supplies, computers or travel/transportation that are not covered by payments under DLA's tuition assistance program."


9. This memorandum of agreement becomes effective immediately upon signing.

For the Council:

  
Frank D. Rienti, Jr.  
AFGE, Council 169

10-19-06

For DLA:

  
Jeffrey Neal  
Director, Human Resources

10-19-06