

Subject: Post 9/11 GI Bill Implementation Policy

1. References.

a. Department of Defense Directive-Type Memorandum (DTM) 09-003: Post 9/11 GI Bill, dated 22 June 2009

b. P.L. 110-252

2. Objective. The purpose of this policy is to implement the Post 9/11 GI Bill in order to enhance the Army's recruiting and retention programs.

3. Applicability. This policy applies to all members of the Active Army, the Army National Guard, and the U.S. Army Reserve.

4. Responsibilities. In addition to the responsibilities defined in Army Regulation 621-202, Army Educational Incentives and Entitlements:

a. The Deputy Chief of Staff, G-1 will establish policies and budget requirements.

b. The Chief of Public Affairs will communicate maximum information concerning educational incentives and entitlements to Soldiers.

c. The Chief of Chaplains will provide, in consultation with Army Continuing Education System (ACES), a standardized Post 9/11 GI Bill briefing to be presented in conjunction with the standardized Montgomery GI Bill (MGIB) briefing to all Chaplains who attend the Chaplains Basic Course.

d. The Judge Advocate General will provide, in consultation with ACES (ACES), a standardized Post 9/11 GI Bill briefing to be presented in conjunction with the standardized MGIB briefing to all JAG officers who attend the JAG Officer Basic Course.

e. The Commanding General, U.S. Army Human Resources Command, will —

(1) Be the certifying official for all officers in the grades of WO1 to CW5 and 2LT to LTC who request to transfer unused Post 9/11 GI Bill benefits.

(2) Maintain active duty service obligation data, service remaining requirement data, and all other data requirements required to manage the Post 9/11 GI Bill in the Enlisted Master File (EMF) and Officer Master File (OMF) for Active Component Soldiers.

(3) Provide the day-to-day management of the Post 9/11 GI Bill.

(4) Establish a system to correct and verify education incentive and entitlements data identified as incorrect by the Army, the Defense Manpower Data Center (DMDC), or the Department of Veterans Affairs (VA).

(5) Respond to inquiries pertaining to programs listed in this policy from Army agencies, DMDC, VA, DOD, financial institutions, individual Soldiers and Veterans, and Congress.

(6) Provide for training and reference materials to installation Army Education Center (AEC) personnel and US Army Recruiting Command (USAREC).

(7) Provide subject matter experts for VA, DOD, DMDC, and USAREC.

(8) Participate as an active member in the policy formulation process.

f. The CG, United States Army Accessions Command (CG, USAAC), will —

(1) Develop, maintain, and provide, in consultation with ACES, a standardized Post 9/11 GI Bill briefing given at the reception battalions in conjunction with the standardized MGIB briefing.

(2) In conjunction with IMCOM, train AEC counselors in the delivery and presentation of the Post 9/11 GI Bill standardized briefing.

g. The CG, United States Army Recruiting Command, will —

(1) Coordinate with AHRC all Post 9/11 GI Bill related advertising before release.

(2) Ensure that recruiters and Army career counselors are thoroughly knowledgeable about all educational enlistment incentive programs.

(3) Identify those Soldiers whose contracts specify Army College Fund entitlements.

h. The commander of Army commands, Direct Reporting Units, and Army Service Component Commands in conjunction with IMCOM, ACES will ensure all Soldiers who have not processed through a reception battalion or OBC are briefed on the Post 9/11 GI Bill.

i. The Commandant, Academy of Health Sciences (AHS), will provide, in consultation with ACES, a standardized Post 9/11 GI Bill briefing to be presented in conjunction with the standardized MGIB briefing to all Medical Officers upon entrance into the Army.

j. The Commanding General, Installation Management Command (IMCOM) is responsible for ensuring that Education Services Officers (ESO) —

(1) Maintain current educational benefits regulations and other related reference materials.

(2) Provide counseling on Post 9/11 GI Bill entitlements during in-processing at every new permanent duty station. This counseling includes reviewing portions of the enlistment contract and other related documents regarding educational benefits.

(3) Provide, as needed, counseling to all Soldiers with inquiries regarding their educational entitlements.

(4) Conduct mandatory educational benefits counseling for all Soldiers separating from the Army as required by section 1046, title 10, United States Code, no later than 150 days before separation date. Counselors advise Soldiers but have no authority to make benefit determination. VA is the administrator of the Post 9/11 GI Bill program and is responsible for establishing eligibility and payment amounts.

(5) Record the following counseling statement on DA Form 669 (Army Continuing Education System (ACES) Record) after completion of mandatory counseling: "In accordance with section 1046, title 10, United States Code (Mandatory Benefits Counseling), I have received individual counseling concerning my Veteran's educational benefits."

(6) Require Soldier's signature attesting to the receipt of counseling.

k. The Director, Army National Guard (ARNG) will ensure all ARNG Soldiers are notified of Post 9/11 GI Bill benefits prior to demobilization.

(1) Provide the day-to-day management of the Post 9/11 GI Bill.

(2) Establish a system to correct and verify education incentive and entitlements data identified as incorrect by the Army, the DMDC, or the VA.

(3) Respond to inquiries pertaining to programs listed in this policy from Army agencies, DMDC, VA, DOD, financial institutions, individual Soldiers and veterans, and Congress.

(4) Provide subject matter experts for VA, DOD, DMDC, and USAREC.

(5) Participate as an active member in the policy formulation process.

l. The Chief, Army Reserve will ensure all USAR Soldiers are notified of Post 9/11 GI Bill benefits prior to demobilization.

(1) Provide the day-to-day management of the Post 9/11 GI Bill.

(2) Establish a system to correct and verify education incentive and entitlements data identified as incorrect by the Army, the DMDC, or the VA.

(3) Respond to inquiries pertaining to programs listed in this policy from Army agencies, DMDC, VA, DOD, financial institutions, individual Soldiers and veterans, and Congress.

(4) Provide subject matter experts for VA, DOD, DMDC, and USAREC.

(5) Participate as an active member in the policy formulation process.

5. Eligibility. For the purposes of this policy, the term Armed Services does not include the Individual Ready Reserve unless otherwise noted. The Department of Veterans Affairs is responsible for determining eligibility for education benefits under the Post-9/11 GI Bill. Generally, to be eligible for the Post-9/11 GI Bill, Soldiers must serve on active duty on or after 11 September 2001, for at least 30 continuous days with a discharge due to a service-connected disability; or an aggregate period ranging from 90 days to 36 months or more. See Attachment 1.

6. Eligibility exclusions. The following periods of active duty are not qualifying active duty service for purposes of establishing eligibility for the Post 9/11 GI Bill.

a. Active duty service completed on or before 10 September 2001.

b. The 5-year Active Duty Service Obligation (ADSO) for commissioning from a service academy. For purposes of attaining Post 9/11 GI Bill eligibility, this 5-year ADSO is the first five years of active duty service regardless of any other ADSO that the officer may have incurred due to other incentives.

c. The 4-year ADSO for an ROTC Scholarship. For purposes of attaining Post 9/11 GI Bill eligibility, this 4-year ADSO is the first four years of active duty service regardless of any other ADSO that the officer may have incurred due to other incentives. The 3-year ADSO for non-scholarship ROTC commissions, OCS, and direct commission officers is qualifying active duty service for determining Post 9/11 GI Bill eligibility.

d. The ADSO associated with acceptance of the Student Loan Repayment Program (SLRP) incentive. For purposes of Post 9/11 GI Bill qualifying active duty service, the ADSO associated with SLRP is the first three years of active duty service regardless of the length of the initial service obligation (e.g. A Soldier enlists for five years and receives SLRP. The first three years are not qualifying for Post 9/11 GI Bill eligibility. The last two years of the enlistment are qualifying for Post 9/11 GI Bill eligibility.).

e. Full-time National Guard Duty performed under Title 32 orders.

f. Service as a cadet or midshipmen in one of the service academies.

g. Active duty for Initial Entry Training pursuant to enlistment in the Army National Guard, Air National Guard, Army Reserve, Naval Reserve, Air Force Reserve, Marine Corps Reserve, or Coast Guard Reserve.

h. Service that was terminated because a Soldier was a minor, was erroneously enlisted, or received a defective enlistment agreement.

i. A period of Selected Reserve service used to establish eligibility for a Defense Intelligence Senior Executive Service position under 10 U.S.C. § 1606 or an Intelligence Senior Level position under 10 U.S.C. § 1607.

j. A period of Selected Reserve service used to establish eligibility for entitlements under Chapter 30 of Title 38.

k. Annual training conducted under authority of 10.U.S.C § 10147 or 12301(b).

l. For purposes of Post 9/11 GI Bill, service in the Individual Ready Reserve in a non-active duty status is not qualifying service for either determination of eligibility or eligibility to transfer unused Post 9/11 GI Bill benefits.

7. Duration of Eligibility. As a general rule, eligible Soldier entitlements expire at the end of a 15-year period beginning on the Soldier's last date of discharge or release from active duty of at least 90 consecutive days (30 days if released or discharged for service-connected disability). The Deputy Chief of Staff, G-1 shall determine the last date of discharge or release, if such date cannot be determined clearly.

#### 8. Basic benefits.

a. Benefits under the Post-9/11 GI Bill are based on a percentage, which is determined by a Soldier's aggregate qualifying length of active duty service.

(1) Amount of tuition and fees charged, not to exceed the most expensive in-State undergraduate tuition at a public institution of higher learning (tuition and fees paid directly to the school);

(2) Monthly stipend equal to the Basic Allowance for Housing (BAH) amount payable to a military E-5 with dependents, in the same ZIP code as the school that the student is attending (paid to the Veteran);

(3) Yearly books and supplies stipend of up to \$1000 per year (paid to the Veteran); and

(4) A one-time payment of \$500 may be payable to certain Veterans relocating from highly rural areas to attend school (paid to the Veteran). Payment of this benefit is expected to be highly unusual. The Department of Veterans Affairs will make this determination.

b. Post 9/11 GI Bill "Kickers", for those who are eligible, will be paid to the Veteran in conjunction with, and only when receiving, the monthly stipend.

c. By law, the monthly stipend and the books and supplies stipend are not payable to Soldiers who use Post 9/11 GI Bill benefits while on active duty.

d. The monthly stipend allowance is not payable for education and/or training at half time or less or when the education/training is solely in distance learning format. Soldiers enrolled at half time or less or enrolled in distance learning are eligible for an appropriately reduced stipend for books and supplies. The DVA may authorize payment of the monthly stipend allowance if the Soldier is attending at least one class in residence. The DVA is the sole determining authority for when the monthly stipend

allowance is paid if courses are taken via distance learning and any prorated amounts paid when attending at less than full time.

e. Post 9/11 GI Bill benefits are subject to change based on approval by Congress. Benefit payment amounts will vary depending upon one's rate of attendance (e.g., full-time, half-time). Payment amounts are determined by the Secretary of Veterans Affairs.

f. Post 9/11 GI Bill benefits may be used for an approved program of education offered by an Institution of Higher Learning (IHL) (as that term is defined in section 3452(f) of title 38 U.S.C, and is approved for purposes of title 38 U.S.C. chapter 30, (including approval by the State approving agency concerned). This includes graduate and undergraduate training, and some vocational/technical training programs. DVA is the final authority on program eligibility.

g. Benefits may be used for tutorial assistance (up to \$100 per month, not to exceed a total of \$1,200) and reimbursement of one licensing and certification test (not to exceed a total of \$2,000).

h. Additionally, Soldiers who were eligible for Montgomery GI Bill (MGIB), Montgomery GI Bill – Selected Reserve (MGIB-SR), or Reserve Educational Assistance Program (REAP), and elect to use benefits under the Post-9/11 GI Bill will be eligible to receive benefits for programs approved under those provisions but not offered by IHLs, such as on-the-job training, apprenticeship training, correspondence courses, flight training, preparatory courses, and national exams.

9. Benefits for Soldiers Pursuing Education on Active Duty. Educational assistance is payable under the Post 9/11 GI Bill Program for pursuit of an approved program of education while on active duty.

a. The amount of educational assistance payable shall be the lesser of the amount of assistance authorized under chapter 33 of Title 38 U.S.C., or the established institutional charges for tuition and fees required in similar circumstances of non-Veterans enrolled in the same program. The DVA will make determinations on the amount paid for tuition and fees. Soldiers should verify the amount the DVA will pay for an approved course of education pursued while on active duty. The potential exists that the DVA will pay the full cost of tuition and fees, less any tuition assistance received, for the education program being pursued. If a Soldier transfers benefits to a spouse and the spouse uses the transferred benefits while the Soldier is still on active duty, this section will apply to the spouse as well. This section does not apply to children who use transferred benefits.

b. Concurrent use of Post 9/11 GI Bill and Tuition Assistance (commonly called "Top Up"). A Soldier entitled to basic educational assistance under the Post 9/11 GI Bill who is pursuing education or training, may use, at their discretion, Post 9/11 GI Bill benefits to meet all or a portion of the charges of the educational institution for the education or training that are not paid by tuition assistance. The DVA administers this portion of the Post 9/11 GI Bill Program.

10. Issues for Soldiers with Entitlement to Existing Education Programs.

a. A Soldier who is eligible for both the Post 9/11 GI Bill and any other VA educational assistance program may elect to receive educational assistance under the Post 9/11 GI Bill if the Soldier, as of August 1, 2009:

(1) Is entitled to basic educational assistance under MGIB, and has used, but retains unused, entitlement under that chapter;

(2) Is entitled to educational assistance under Educational Assistance Test Program (EATP), MGIB-SR, or REAP, and has used, but retains unused, entitlement under the applicable program;

(3) Is entitled to basic educational assistance under MGIB, but has not used any entitlement under that chapter;

(4) Is entitled to educational assistance under EATP, MGIB-SR, or REAP, but has not used any entitlement under such chapter;

(5) Is a member of the Armed Forces who is eligible for receipt of basic educational assistance under MGIB, and is making contributions towards MGIB; or

(6) Is a member of the Armed Forces who is not entitled to basic educational assistance under MGIB, by reason of an election not to enroll in MGIB; and as of the date of the Soldier's election to use Post 9/11 GI Bill benefits, meets the requirements for entitlement to educational assistance under the Post 9/11 GI Bill.

(7) Is entitled to basic educational assistance under the Veterans Education Assistance Program (VEAP). VEAP-era Soldiers who did not open VEAP accounts may be eligible for benefits based on qualifying active duty service under the Post 9/11 GI Bill.

b. The method and process of making the election to use Post 9/11 GI Bill benefits will be determined by DVA.

c. An election to convert from MGIB (Chapter 30), MGIB-SR, or REAP to the Post 9/11 GI Bill is irrevocable and will be governed by the DVA. This includes Soldiers who converted from VEAP to MGIB, as their decision to convert to MGIB is irrevocable.

d. A Soldier entitled to educational assistance under the Post 9/11 GI Bill who is also eligible for educational assistance under the MGIB, chapters 31, 32, or 35 of title 38, U.S.C., EATP, MGIB-SR, REAP, or the provisions of the Hostage Relief Act of 1980 (section 5561 note of title 5, U.S.C.) may not receive assistance under two or more such programs concurrently, but shall elect (in such form and manner as the Secretary of Veterans Affairs may prescribe) under which chapter or provisions to receive educational assistance.

11. Cessation of pay reduction under Montgomery GI Bill. Effective as of the first day of the month beginning on or after the date of an election to convert to the Post 9/11 GI Bill, a Soldier having his/her pay reduced for MGIB enrollment, shall have that pay reduction ceased, and the requirements of such section shall be deemed no longer applicable to the Soldier.

12. Refund of pay reduction under Montgomery GI Bill. A Soldier who is described in paragraph 10, whose pay was reduced due to enrollment in MGIB, will receive a refund of that pay reduction subject to the following:

a. A full refund for a Soldier who used no months of benefit under the MGIB.

b. A refund reduced by a proportion calculated by the number of months of MGIB benefits used divided by 36.

c. The refund will be added to the monthly stipend allowance paid in the last month of eligibility under the Post 9/11 GI Bill. Soldiers who do not exhaust entitlement under the Post 9/11 GI Bill will not receive a refund of the pay reduction. Example: A Soldier used 25 months of MGIB (Chapter 30), converts to Post 9/11 (Chapter 33), he/she has 11 months of remaining benefits under Post 9/11 (Chapter 33). If he/she does not exhaust these 11 months of benefits, no refund of the \$1,200, or amount contributed towards MGIB benefits will be given.

13. Treatment of Certain Contributions under MGIB and REAP (commonly called "Buy-Up").

a. Soldiers who participated in the Buy-Up provision of MGIB or REAP will not receive the Buy-Up amount if they elect to use benefits under the Post 9/11 GI Bill. There is no provision to allow for a refund of any Buy-Up contribution.

b. There is no provision to allow for increasing the amount allowed for Post 9/11 GI through use of a Buy-Up.

14. For Soldiers eligible for MGIB making an election to convert to the Post 9/11 GI Bill, the number of months of entitlement of the Soldier to educational assistance under the Post 9/11 GI Bill shall be the number of months equal to the number of months of unused entitlement of the Soldier under MGIB as of the date of the election. The DVA has one exception to this rule. Only when the Soldier has used all 36 months of MGIB benefits will the DVA allow that Soldier to have 12 months of Post 9/11 GI Bill benefits. If a Soldier has as little as one month of remaining MGIB benefits and the Soldier converts to Post 9/11 GI Bill benefits, that Soldier would only receive one month of Post 9/11 GI Bill benefits. As an exception, the DVA will authorize MGIB eligible Soldiers 12 months of Post 9/11 GI Bill benefits if they have used all 36 months of MGIB benefits. It is important to remember that so long as the Soldier has as little a one month of MGIB benefit eligibility remaining, they will only receive one month of Post 9/11 GI Bill benefits if they convert from MGIB to the Post 9/11 GI Bill. Example: A Soldier used 25 months of MGIB (Chapter 30), converts to Post 9/11 GI Bill; he/she has 11 months of remaining benefits of Post 9/11 GI Bill benefits.

15. In addition to the educational benefits as described in paragraph 8f, Soldiers who were eligible for benefits under MGIB, MGIB-SR, or REAP, and elect to use benefits under the Post-9/11 GI Bill, will be eligible to receive benefits for on-the-job training, apprenticeship training, correspondence courses, flight training, preparatory courses, and national exams. Soldiers in these circumstances will be paid just like they would have under their "old" GI Bill program (i.e., money paid to them for tuition, not to the



school), and they will not receive a living allowance and/or money for books. The DVA is the sole determination authority in such cases.

16. Soldiers eligible for Kickers under either MGIB or MGIB-SR will remain eligible for the Kicker payment if they elect to use benefits under the Post 9/11 GI Bill. Kickers will be paid lump sum each term (e.g., semester, quarter, etc.) and will be prorated based upon the monthly kicker value that existed at the time of election.

17. Transferability of Unused Benefits to Dependents. Benefits transferred or not, by law, are not marital property. For the purposes of transferability, Armed Forces include all active duty service and all Selected Reserve service regardless of branch of service or component. Soldiers whose request to transfer benefits is approved will incur an additional service obligation in accordance with the below policy. Soldiers are expected to serve the additional service obligation in the same component. However, if a Soldier is released or separated from that component prior to completion of the additional service obligation, transferred benefits will be revoked unless the Soldier agrees to serve the remaining period, or more, in another component. For example, a Soldier on active duty requests to transfer benefits and incurs a four year additional service obligation. If the same Soldier later separates from active duty prior to completion of the four year additional service obligation, the transfer of benefits will be revoked unless the Soldier transitions to Army National Guard or Army Reserve and agrees to serve the remaining unserved obligation.

a. Eligibility.

(1) Any Soldier of the Armed Forces who fulfills Post 9/11 GI Bill eligibility requirements and who, at the time of the approval of the Soldier's request to transfer entitlement to educational assistance does not have an adverse action flag, is eligible for the Post 9/11 GI Bill, and

(2) Has at least 6 years of service in the Armed Forces on the date of election and agrees to serve 4 additional years from the date of request, regardless of the number of months transferred, or

(3) Has at least 10 years of service in the Armed Forces on the date of election and cannot commit to 4 additional years due to an Retention Control Point (RCP) or Mandatory Retirement Date (MRD) must commit to serve for the maximum amount of time allowed by either RCP or MRD as of the date of request, regardless of the number of months transferred, or

(4) Is or will become retirement eligible during the period from 1 August 2009, through 1 August 2013 and agrees to serve the additional period, if any, specified below. For the purposes of this paragraph, a Soldier is considered to be retirement eligible if he or she has completed 20 years of active Federal service or 20 qualifying years as computed under title 10 U.S.C § 12732. Use which ever computation establishes 20 years regardless of which component the Soldier is in at the time of electing to transfer benefits. (See Table 1)

(a) Soldiers eligible for retirement on or before 1 August 2009, no additional service is required.

(b) Soldiers with an approved retirement date on or after 1 September 2009, but on or before 1 June 2010, no additional service requirement.

(c) Soldiers who attain 20 years of service on or after 2 August 2009 and before 2 August 2010, one year of additional service from the date of request is required.

(d) Soldiers who attain 20 years of service on or after 2 August 2010 and before 2 August 2011, two years of additional service from the date of request are required.

(e) Soldiers who attain 20 years of service on or after 2 August 2011, and before 2 August 2012, three years of additional service from the date of request are required.

(f) Paragraph 17a(4) does not apply to any Soldier who retired on or before 1 August 2009 unless recalled to active duty and serving on or after 1 August 2009 and before 2 August 2012. Those who retire on or before 1 August 2009 are, by law, not eligible to transfer unused Post 9/11 GI Bill benefits because their last day of duty will be 31 July 2009 and they will transfer to the retired list on 1 August 2009.

(g) Paragraph 17a(4) expires on 2 August 2013.

b. Eligible Family Members.

(1) A Soldier approved to transfer unused Post 9/11 GI Bill benefits may transfer them to:

(a) the Soldier's spouse.

(b) one or more of the Soldier's children.

(c) a combination of the above.

(2) A family member must be enrolled in the Defense Eligibility Enrollment Reporting System (DEERS) and be eligible for benefits, at the time of transfer to receive transferred educational benefits.

(a) A child's marriage after transfer of benefits is approved will not affect his or her eligibility to receive the educational benefit; however, after an individual has designated a child as a transferee under this section, the Soldier retains the right to revoke or modify the transfer at any time.

(b) If an eligible individual elects to transfer his or her entitlement to a spouse, a subsequent divorce will not affect the transferee's eligibility to receive educational benefits; however, the Soldier retains the right to revoke or modify the transfer at any time.

c. Months of Transfer. The number of months of benefits transferred by a Soldier under this section may not exceed the lesser of 36 months or the amount of unused benefits remaining as determined by the DVA.

d. Transferee Usage. Prior to using transferred benefits, dependents must submit a request for a certificate of eligibility to the DVA. The form to fill out is VA Form 22-1990e. Do not use VA Form 22-1990. That form is for Soldiers and Veterans only. Do not use VA Form 22-5490; that form is a request for eligibility of survivor benefits. The VA is working to put the VA Form 22-1990e onto their VONAPP website located at <http://vabenefits.vba.va.gov/vonapp/main.asp>. Dependents will need to establish their own user ID and logon password to access the VONAPP site. The site will walk them through the process. Until the VA Form 22-1990e is loaded to the VA's VONAPP website, an electronic copy may be downloaded and completed. The electronic copy can be found on the VA website at <http://www.vba.va.gov/pubs/forms/VBA-22-1990e-ARE.pdf>. The electronic form must be mailed to the VA processing site indicated on the form. The four additional pieces of requested information located at the bottom of page one are not required to be mailed with the VA Form 22-1990e. Dependent use of transferred educational benefits is subject to the following:

(1) A spouse:

(a) May start to use the benefit immediately after the Soldier making the transfer has completed at least 6 years of service in the Armed Forces.

(b) May use the benefit while the Soldier remains in the Armed Forces.

(c) Is subject to the same 15-year limitation as the Soldier.

(2) A child:

(a) May start to use the benefit after the Soldier making the transfer has completed at least 10 years of service in the Armed Forces.

(b) May use the benefit while the Soldier remains in the Armed Forces.

(c) May not use the benefit until they have met the requirements of a secondary school diploma (or equivalency certificate), or reached 18 years of age.

(d) Is not subject to the 15-year time limitation, but may not use the benefit after reaching 26 years of age.

e. Nature of Transferred Entitlement. The entitlement transferred will be available as follows:

(1) A spouse is entitled to educational assistance under this chapter in the same manner as the Soldier from whom the entitlement was transferred.

(2) A child is entitled to educational assistance under this chapter in the same manner as the Soldier from whom the entitlement was transferred as if the Soldier were not on active duty.

f. Designation of Transferee. A Soldier transferring an entitlement to educational assistance under this section shall:

(1) Designate the dependent or dependents they want to transfer unused benefits to;

(2) Designate the number of months of unused benefits transferred each to dependent; and

(3) Specify the period for which the transfer shall be effective for each dependent.

g. Time for Transfer, Revocation, and Modification.

(1) Time for Transfer. A Soldier approved to transfer entitlement to educational assistance under this section may transfer such entitlement only while serving as a member of the Armed Forces when the transfer is executed.

(2) Modification or Revocation.

(a) A Soldier transferring entitlement under this section may, while a member of the Armed Forces, modify or revoke at any time the transfer of any unused portion of the entitlement so transferred.

(b) A Soldier, while a member of the Armed Forces, may add new dependents, modify entitlement for existing dependents, or revoke entitlement while serving in the Armed Forces.

(c) A Veteran may modify entitlement or revoke entitlement among only those dependents that were designated to receive transferred benefits prior to separating from the Armed Forces. Veterans who transferred entitlement prior to separating or retiring from the Armed Forces may not add new dependents after separation or retirement.

(d) The modification or revocation of the transfer of entitlement under this paragraph shall be made by submitting notice of the action to both the Army via the TEB website and the Secretary of Veterans Affairs as determined by the DVA. After separation or retirement, modifications or revocations must be done by submitting notice to the DVA only.

h. Additional Administrative Matters.

(1) The use of any entitlement to educational assistance transferred will be charged against the entitlement of the Soldier making the transfer at the rate of one month for each month of transferred entitlement that is used.

(2) The death of a Soldier who transferred benefits will not affect the use of the entitlement by the dependent to which the entitlement was transferred. Benefits cannot be transferred after death.

(3) A dependent to whom the entitlement is transferred may use the entitlement for the pursuit and completion of the requirements of a secondary school diploma (or equivalency certificate).

(4) In the event of an overpayment of educational assistance with respect to a dependent to which entitlement is transferred, the dependent and the Soldier making

the transfer will be jointly and separately liable for the amount of the overpayment. The DVA is responsible for recouping overpayment of benefits.

(5) Failure to Complete Service Agreement. Except as provided below, if a Soldier transferring entitlement under this section fails to complete the service agreed to by the Soldier under paragraph 17a in accordance with the terms of the agreement of the Soldier under that paragraph, the amount of any transferred entitlement that is used by a dependent of the Soldier as of the date of such failure shall be treated as an overpayment of educational assistance and will be subject to collection by DVA. Exceptions:

(a) The death of the Soldier.

(b) Discharge or release from active duty for a medical condition which pre-existed the service of the Soldier and was not service connected.

(c) Discharge or release from active duty for hardship.

(d) Discharge or release from active duty for a physical or mental condition not a disability and that did not result from the Soldier's own willful misconduct, but did interfere with the performance of duty.

(e) The DVA has agreed to not recoup paid benefits or revoke transferred benefits for Soldiers who have agreed to an additional service commitment and who did not complete the agreed upon service due to separation for medical disability or through a service force shaping initiative.

(6) A Soldier who separates or is released from Armed Forces prior to completion of an agreed upon additional service commitment will have their transfer of benefits revoked by the DVA. Benefits already used by a dependent will be recouped by the DVA. However;

(a) If the Soldier was active component, the Soldier, if eligible, may join a Selected Reserve unit and regain the eligibility to transfer benefits if the Soldier agrees to serve at least the remaining length of time which was not served under the original agreement. This will not prevent recouping by the DVA of previously paid benefits.

(b) If the Soldier was in a SELRES unit, that Soldier may, if eligible, join the active component and regain the authority to transfer benefits if the Soldier agrees to serve at least the remaining length of time which was not served under the original agreement. This will not prevent recouping by the DVA of previously paid benefits.

(7) Dependents who desire to use benefits which have been transferred to them must submit a request for a certificate of eligibility, VA Form 22-1990e, to the DVA on the DVA website located at [www.gibill.va.gov](http://www.gibill.va.gov). The request for a certificate of eligibility must be submitted prior to utilization of transferred benefits.

i. Procedures. All requests and transactions will be completed through the Transferability of Education Benefits (TEB) Web application at <https://www.dmdc.osd.mil/TEB/>. The TEB Users Manual will be located on the site and

will provide instruction for enrollment, verification, additions, changes, and revocations. TEB will be pre-populated with the Soldier's personal information, dependent information, and the DVA's estimate of the number of months of unused Post 9/11 GI Bill benefits, if available, to which the Soldier is entitled. All dependents will be viewable but only those who are recorded in DEERS as being eligible for DEERS benefits at the time of submitting a request to transfer will be able to have benefits transferred to them. The DVA estimate of number of months of benefits available is an estimate only and will be verified by the DVA after a request to transfer benefits has been submitted to the VA. Soldiers are responsible for correcting inaccurate information. Soldiers are responsible for ensuring a dependent is eligible at the time of submitting a request to transfer benefits. Soldiers are solely responsible for ensuring dependent eligibility data in DEERS is correct. Soldiers may request certification of eligibility for Post 9/11 GI Bill benefits at the DVA's website prior to requesting to transfer benefits but it is not required as a precondition of submitting a request to transfer benefits. Enlisted Soldiers who submit a request to transfer benefits must notify their unit enlisted Career Counselor that they submitted a request to transfer benefits. If the unit or organization to which an enlisted Soldier is assigned does not have an assigned enlisted Career Counselor, the Career Counselor supporting that unit or organization must be notified. Army Competitive Category Colonels and LTC(P)s who submit a request to transfer benefits must notify their Human Resource Manager after the request is submitted. Acquisition Corps officers who submit a request to transfer benefits must notify their Career Management Branch after the request is submitted.

(1) Transfer request submission.

(a) All requests to transfer benefits must be submitted on the TEB website.

(b) The TEB website will require Soldiers to use a CAC card or to establish a logon ID and password in order to access the site before they can complete the request.

(c) Soldiers can access the TEB website after submission of their request to monitor the status of their request.

(d) Soldiers must use the TEB website to modify or revoke transferred benefit amounts as well as to add a new dependent. If a Soldier adds a new dependent after the initial request is approved, there is no additional service requirement for adding new dependents. However, the original additional service commitment will remain in effect.

(2) Site security management.

(a) The DCS, G-1 (DAPE-MPE-PD) is the active component TEB site security manager for the active component.

(b) The Chief, Army National Guard (ARNG) is the TEB site security manager for the ARNG. This responsibility may be delegated as determined by the Chief, Army National Guard.

(c) The Chief, Army Reserve is the TEB site security manager for the USAR. This responsibility may be delegated as determined by the Chief, Army Reserve.

(3) Certification. Army certifying officials will verify that the Soldier requesting to transfer benefits is in compliance with the transferability policy provisions. Certifying officials are responsible for ensuring that the Soldier requesting to transfer benefits has at least six years of service in the Armed Forces, ensuring that the Soldier has sufficient time remaining in the Army to meet the appropriate additional service requirement established in paragraph 17 a., and if necessary reenlists for additional service sufficient to meet the appropriate additional service requirement prior to certifying a request to transfer benefits. Certifying officials will print a copy of the completed request and take appropriate action, as specified by their commander, to ensure appropriate automated personnel systems (TOPMIS and EDAS for the AC, RC systems as directed by the Chief, ARNG or Chief, Army Reserve) are updated to show the beginning and end date of the additional service commitment. Service certifying officials are not responsible for ensuring a Soldier's dependent information is correct. Service certifying officials will record the required ending date of any additional service, IAW paragraph 17a(4), that is required in TEB prior to certification.

(a) The primary certifying official for active duty enlisted Soldiers is the unit Career Counselor. However, all Career Counselors require certifying official authorization and access. The DCS, G-1, through Career Counselor channels, will control service certifying official access to TEB. Access to TEB will be coordinated between the DCS, G-1 and all commands. Senior Career Counselors for Army Commands, Direct Reporting Units, and Army Component Commands are responsible for identifying Career Counselors who will serve as certifying officials within their commands.

(b) The certifying official for active component General Officers will be determined by the Chief, General Officer Management Office (GOMO). The Chief of GOMO will identify certifying officials.

(c) The certifying official for active component Colonels will be determined by Chief, Colonels Management Office (COMO). The Chief of COMO will identify certifying officials.

(d) The certifying official for active component officers 2LT to LTC and WO1 to CW5 will be determined by the Commanding General, U.S. Army Human Resources Command. The CG, HRC will identify certifying officials.

(e) The certifying official for Army National Guard Soldiers will be determined by the Director, Army National Guard. The Director, Army National Guard will identify certifying officials.

(f) The certifying official for the U.S. Army Reserve Soldiers will be determined by the Chief, Army Reserve. The Chief, Army Reserve will identify certifying officials.

(g) The certifying official for JAG officers will be determined by The Judge Advocate General. The Judge Advocate General will identify certifying officials.

(h) The certifying official for Chaplains will be determined by the Chief of Chaplains. The Chief of Chaplains will identify certifying officials.

(i) The certifying official for Army Medical Department Commissioned and Warrant Officers will be determined by The Surgeon General. The Surgeon General will identify certifying officials.

(j) Personnel identified as certifying officials will be reported to the DCS, G-1 (DAPE-MPE-PD), Chief, ARNG, or Chief, Army Reserve.

(4) Once certifying officials have approved a request to transfer benefits, Soldiers may print a hard copy of the certified TEB request for their personal records. Additional service commitments will be recorded in the appropriate personnel system(s) (e.g. TOPMIS, EDAS, etc). Additional service commitments resulting from transferring unused Post 9/11 GI Bill benefits begin on the date of request and are served concurrent with any other additional service commitment in effect at the time of the transfer or incurred at any time after the request to transfer benefits. Transfer of Post 9/11 GI Bill benefits, in and of itself, will not limit any other reenlistment option or incentive to which a Soldier may be eligible.

(5) The DVA will verify that Soldiers are entitled to the total number of months of benefits that a Soldier requests to transfer. In the event a Soldier requested to transfer more months of Post 9/11 GI Bill benefits than to which entitled, the Soldier may, within 30 days from date of notification from the DVA, revoke the transfer of unused benefits and rescind the additional service obligation unless already serving on a term of reenlistment. If the Soldier elects to modify the number of months transferred to match the total number of months the DVA determined is available, the original additional service commitment will remain in effect.

18. Army College Fund (ACF). This paragraph will not be implemented until further notice. The Post 9/11 GI Bill may be enhanced through an increased basic educational assistance allowance, known as "Kickers", to enhance recruitment and retention. Until this paragraph is approved for implementation, the Army may continue to offer ACF kickers under MGIB. Soldiers who receive an ACF kicker under MGIB and who convert their MGIB to the Post 9/11 GI Bill will be entitled to receive their ACF kicker under the Post 9/11 GI Bill.

a. Enlistment Kicker policy will be established by the DCS, G-1 (ATTN: DAPE-MPA).

(1) The monthly amount of educational assistance under the Post 9/11 GI Bill may be increased for Soldiers who initially enlist in a regular component in a skill or specialty in which there is a critical shortage of personnel or for which it is difficult to recruit. These increases in the monthly amount are known as enlistment kickers.

(2) The use of enlistment kickers should be based on the criticality of the skill and/or the length of enlistment commitment and may be offered in amounts from \$150 per month to \$950 per month in increments of \$100. Reporting codes for enlistment kickers are listed in Attachment 2.

b. Affiliation Kicker policy will be established by the DCS, G-1 (ATTN: DAPE-MP).



(1) The monthly amount of educational assistance under the Post 9/11 GI Bill may be increased for a Soldier who is separating honorably from the regular component and who agrees to serve in the Selected Reserve in a skill, specialty, or unit in which there is a critical shortage of personnel or for which it is difficult to recruit and/or retain. These increases in the monthly amount are known as affiliation kickers.

(2) The use of affiliation kickers should be based on the criticality of the skill and/or unit and the length of Selected Reserve commitment, and may be offered in amounts from \$150 per month to \$950 per month in increments of \$100. If a Soldier is already eligible for an enlistment kicker, the amount of the affiliation kicker is limited to a combined maximum amount of \$950. For those Soldiers who are offered an affiliation kicker on top of an enlistment kicker, the increases will be in \$100 increments. Reporting codes for affiliation kickers are the same as the codes for enlistment kickers listed in Attachment 2.

#### c. Reenlistment Kickers

(1) The monthly amount of educational assistance under the Post 9/11 GI Bill may be increased for a Soldier who, after completing the initial term of service, elects to remain on active duty for a period of at least 2 years. These increases in the monthly amount are known as reenlistment kickers.

(2) The use of reenlistment kickers should be based on the criticality of the skill and may be offered in amounts from \$100 per month to a maximum \$300 per month in increments of \$100, based on length of additional service. A reenlistment kicker is in addition to any enlistment or affiliation kicker and could enable a Soldier to receive a total kicker exceeding \$950 per month if the Soldier has received an enlistment and/or affiliation kicker. Reporting codes for reenlistment kickers are listed in Attachment 2.

d. Limitations. Since kickers are paid in conjunction with the monthly living stipend, Soldiers eligible for kickers should be aware of the limitations on payment.

(1) No ACF kicker payment will be provided for education pursued on half-time basis or less.

(2) No ACF kicker payment will be provided for education/training pursued solely through distance learning.

(3) No ACF kicker payment will be provided for use while serving on active duty.

DVA  
Department of Veterans Affairs

EATP  
Educational Assistance Test Program

MGIB  
Montgomery GI Bill

MGIB-SR  
Montgomery GI Bill – Selected Reserves

SELRES  
Selected Reserves

VEAP  
Veterans Educational Assistance Program

Section II  
Terms

#### Armed Forces

For the purposes of Post 9/11 GI Bill, the term Armed Forces includes all active duty service, Selected Reserve service, and Individual Mobilization Augmentee service regardless of branch of service or component. It does not include those who have retired, membership in the Individual Ready Reserves, or those who have been discharged or separated from the Armed Forces.

ATTACHMENT 1

## ELIGIBILITY FOR POST 9/11 GI BILL

The DVA is responsible for determining eligibility for education benefits under the Post-9/11 GI Bill. Generally, to be eligible for the Post-9/11 GI Bill, Soldiers must serve on active duty after September 10, 2001, for at least 30 continuous days with a discharge due to a service-connected disability; or an aggregate period ranging from 90 days to 36 months or more. Benefits under the Post-9/11 GI Bill are based on a percentage, as determined by a Soldier's length of active duty service, as shown in Table 1.

Table 1: Maximum Benefits Payable

Soldier Serves	Percentage of Maximum Benefit Payable
At least 36 months	100
At least 30 continuous days on active duty and discharged due to service-connected disability	100
At least 30 months, but less than 36 months	90
At least 24 months, but less than 30 months	80
At least 18 months, but less than 24 months*	70
At least 12 months, but less than 18 months*	60
At least 6 months, but less than 12 months*	50
At least 90 days, but less than 6 months*	40

\* If aggregate service is less than 24 months, initial entry training does not count as qualifying active duty.

Table 1

Number of years of service in the Armed Forces (active and SELRES only) as of 1 August 2009	Additional Service Commitment required to transfer benefits
20 years or more	No additional service commitment
Approved retirement date on or after 1 September 2009 and on or before 1 June 2010	No additional service commitment
19 years to 19 years, 11 months, 29 days	12 months
18 years to 18 years, 11 months, 29 days	24 months
17 years to 17 years, 11 months, 29 days	36 months

ATTACHMENT 2

KICKER CODES

Enlistment and Affiliation Kicker Codes		
CODE	RATE	OTHER INFORMATION
D2	\$150	Effective 1 August 2009. Requires a 2-year active duty service agreement.
D3	\$150	Effective 1 August 2009. Requires a 3-year active duty service agreement.
D4	\$150	Effective 1 August 2009. Requires a 4-year active duty service agreement.
D5	\$150	Effective 1 August 2009. Requires a 5-year active duty service agreement.
D6	\$150	Effective 1 August 2009. Requires a 6-year active duty service agreement.
D9	\$150	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.
E2	\$250	Effective 1 August 2009. Requires a 2-year active duty service agreement.
E3	\$250	Effective 1 August 2009. Requires a 3-year active duty service agreement.
E4	\$250	Effective 1 August 2009. Requires a 4-year active duty service agreement.
E5	\$250	Effective 1 August 2009. Requires a 5-year active duty service

		agreement.
E6	\$250	Effective 1 August 2009. Requires a 6-year active duty service agreement.
E9	\$250	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.
F2	\$350	Effective 1 August 2009. Requires a 2-year active duty service agreement.
F3	\$350	Effective 1 August 2009. Requires a 3-year active duty service agreement.
F4	\$350	Effective 1 August 2009. Requires a 4-year active duty service agreement.
F5	\$350	Effective 1 August 2009. Requires a 5-year active duty service agreement.
F6	\$350	Effective 1 August 2009. Requires a 6-year active duty service agreement.
F9	\$350	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.
G2	\$450	Effective 1 August 2009. Requires a 2-year active duty service agreement.
G3	\$450	Effective 1 August 2009. Requires a 3-year active duty service agreement.
G4	\$450	Effective 1 August 2009. Requires a 4-year active duty service agreement.
G5	\$450	Effective 1 August 2009. Requires a 5-year active duty service agreement.
G6	\$450	Effective 1 August 2009. Requires a 6-year active duty service agreement.
G9	\$450	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.
H2	\$550	Effective 1 August 2009. Requires a 2-year active duty service

		agreement.
H3	\$550	Effective 1 August 2009. Requires a 3-year active duty service agreement.
H4	\$550	Effective 1 August 2009. Requires a 4-year active duty service agreement.
H5	\$550	Effective 1 August 2009. Requires a 5-year active duty service agreement.
H6	\$550	Effective 1 August 2009. Requires a 6-year active duty service agreement.
H9	\$550	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.
J2	\$650	Effective 1 August 2009. Requires a 2-year active duty service agreement.
J3	\$650	Effective 1 August 2009. Requires a 3-year active duty service agreement.
J4	\$650	Effective 1 August 2009. Requires a 4-year active duty service agreement.
J5	\$650	Effective 1 August 2009. Requires a 5-year active duty service agreement.
J6	\$650	Effective 1 August 2009. Requires a 6-year active duty service agreement.
J9	\$650	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.
K2	\$750	Effective 1 August 2009. Requires a 2-year active duty service agreement.
K3	\$750	Effective 1 August 2009. Requires a 3-year active duty service agreement.
K4	\$750	Effective 1 August 2009. Requires a 4-year active duty service agreement.
K5	\$750	Effective 1 August 2009. Requires a 5-year active duty service

		agreement.
K6	\$750	Effective 1 August 2009. Requires a 6-year active duty service agreement.
K9	\$750	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.
L2	\$850	Effective 1 August 2009. Requires a 2-year active duty service agreement.
L3	\$850	Effective 1 August 2009. Requires a 3-year active duty service agreement.
L4	\$850	Effective 1 August 2009. Requires a 4-year active duty service agreement.
L5	\$850	Effective 1 August 2009. Requires a 5-year active duty service agreement.
L6	\$850	Effective 1 August 2009. Requires a 6-year active duty service agreement.
L9	\$850	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.
M2	\$950	Effective 1 August 2009. Requires a 2-year active duty service agreement.
M3	\$950	Effective 1 August 2009. Requires a 3-year active duty service agreement.
M4	\$950	Effective 1 August 2009. Requires a 4-year active duty service agreement.
M5	\$950	Effective 1 August 2009. Requires a 5-year active duty service agreement.
M6	\$950	Effective 1 August 2009. Requires a 6-year active duty service agreement.
M9	\$950	Effective 1 August 2009. Requires a 4-year service agreement: 2 years on active duty plus 2 years in the Selected Reserve.



Reenlistment Kicker Codes		
CODE	RATE	OTHER INFORMATION
N2	\$100	Effective 1 August 2009. Requires a 2-year active duty service agreement.
N3	\$200	Effective 1 August 2009. Requires a 3-year active duty service agreement.
N4	\$300	Effective 1 August 2009. Requires a 4-year active duty service agreement.