Please note: This is just an unofficial guide to helping students navigate the complexities of using the GI Bill. The US Department of Veterans Affairs is the official source of all regulatory information about the GI Bill. Also, this is a work in progress and should considered only as a guide. This document will be amended as regulations and programs change and as student need for information changes.
## Education Benefit Programs

General and detailed descriptions for each program are online at http://gibill.va.gov

### Comparison of Education Programs

<table>
<thead>
<tr>
<th></th>
<th>CH33</th>
<th>CH30</th>
<th>CH 35</th>
<th>CH1606</th>
<th>CH1607</th>
<th>CH31</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ELIGIBILITY</strong></td>
<td>Eligibility criteria are complex. The following statements are general snippets about eligibility criteria. Students should file an application so the Regional Processing Office can determine if they are eligible and the conditions of their eligibility.</td>
<td>Servicepersons who served on active duty for at least 90 aggregate days after 9/10/01.</td>
<td>2 years active duty, 3 years active duty, or 2 years active duty plus 4 years reserves</td>
<td>Veteran's death or permanent and total disability result of service.</td>
<td>Completion of initial active duty for training. Must be active reservist with 6-year obligation</td>
<td>90 days or more active duty support of contingency operation or full-time National Guard duty responding to national emergency.</td>
</tr>
<tr>
<td><strong>BENEFITS FOR INSERVICE STUDENT</strong></td>
<td>CH 33 tuition and fees are based on eligibility rate. Other Chapters the statutory rate or a calculated rate that will reimburse tuition and fees, whichever is lower. Servicepersons often apply for benefits a few days or weeks before their discharge from active duty. Servicepersons on terminal leave before discharge do not have to obtain their education officer’s signature on the Application for VA Education Benefits. Also, they are paid as servicepersons while on terminal leave and as veterans starting the day following discharge.</td>
<td>Eligible after completing 90 days of aggregate service.</td>
<td>Payable after 2 years continuous active duty.</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>ENTITLEMENT</strong></td>
<td>48 months maximum under two or more programs</td>
<td>36 months. May extend to end of term if expires during term. Note: If there’s a kicker, the kicker doesn’t extend.</td>
<td>36 months. May extend to end of term if expires during term. Note: If there’s a kicker, the kicker doesn’t extend.</td>
<td>45 months. No extensions except for child in special restorative training.</td>
<td>36 months. No extensions.</td>
<td>36 months. No extensions.</td>
</tr>
<tr>
<td>DELIMITING DATE</td>
<td>15 years from last discharge or separation.</td>
<td>10 years from last discharge or separation. May extend for later period of active duty or disability that prevents completion of program.</td>
<td>Child: 8 years Spouse: 10 years. 20 years if veteran rated permanent and total within 3 years of discharge. Surviving Spouse: 10 years. 20 years if death while on active. Eligibility rules are complex. Claimant should carefully read eligibility letter and call VA if questions and see online pamphlet: <a href="http://www.gibill.va.gov/pamphlets/CH35/CH35_Pamphlet_General.htm">www.gibill.va.gov/pamphlets/CH35/CH35_Pamphlet_General.htm</a>. On the day you leave the Selected Reserve. May extend if disability incurred or aggravated by service in selected reserve prevents completion of program.</td>
<td>On the day you leave the separation date if separated after completing service contract and discharge isn’t dishonorable. 10 years from Chapter 1607 eligibility date if separated for disability.</td>
<td>12 years from either the date of separation from active duty or date the veteran was first notified of the disability rating by the VA, whichever is later.</td>
<td></td>
</tr>
</tbody>
</table>

A comprehensive comparison can be found on the GI Bill website at: http://www.gibill.va.gov/GI_Bill_Info/CH33/Benefit_Comparison_Chart.htm
Education Rates:

Montgomery GI Bill Active Duty – Chapter 30
Chapter 30 benefits are paid on a monthly basis directly to the veteran. Rates can be found at www.gibill.va.gov/resources/benefits_resources/rate_tables.html

Dependents Educational Assistance – Chapter 35
Chapter 30 benefits are paid on a monthly basis directly to the dependent. Rates can be found at www.gibill.va.gov/resources/benefits_resources/rate_tables.html

Montgomery GI Bill Selected Reserve – Chapter 1606
Chapter 30 benefits are paid on a monthly basis directly to the reservist. Rates can be found at www.gibill.va.gov/resources/benefits_resources/rate_tables.html

Reserve Educational Assistance Program (REAP) – Chapter 1607
Chapter 30 benefits are paid on a monthly basis directly to the veteran. Rates can be found at www.gibill.va.gov/resources/benefits_resources/rate_tables.html

Vocational Rehabilitation For Veterans with Service-Connected Disabilities – Chapter 31
Chapter 31 benefits are paid directly to the College. Typically, this benefit covers tuition, fees, required books and essential supplies.

Post 9/11 Veterans Educational Assistance – Chapter 33
Chapter 33 benefits can include payment of tuition and fees, a monthly housing allowance, and a stipend for books and supplies. Each type of payment is made separately. Tuition and fees are paid directly to the college. The MHA and book stipends are paid directly to the student. Amount of payment is dependent upon the individual student’s situation.

See section on Chapter 33 for program specifications.
School Responsibilities

The following information provides the basic responsibilities of an educational institution that has been approved by the state approving agency to offer programs and courses of instruction to veterans eligible to receive education benefits administered by the VA.

Please note: The state approving agency must specifically approve each program of education into which the institution wishes to enroll veterans and other eligible persons. In addition, all courses of instruction offered at branch campuses and extension facilities must also be approved by the state approving agency.

At Marist, most courses of instruction leading to an academic credit-bearing certificate, bachelors degree and masters degree offered on either the main campus or the branch campus in Italy have been approved by the state approving agency. Marist programs that are not approved by the state approving agency include Continuing Education programs, non-credit bearing programs, learning for lifetime study, and non-credit professional certificate programs. Additionally, students who wish to study abroad in one of Marist’s study abroad programs will still be eligible to receive GI Bill education benefits as long as they are enrolled in courses that meet degree requirements.

Institutions must designate at least one VA School Certifying Official (SCO) to carry out reporting requirements. The SCO is responsible for reporting the enrollment status of veteran students and other eligible persons to the VA. Tasks to that end include:

- Maintain records of VA students that include copies of all VA paperwork, transcripts, grades, registration activity, tuition and fee charges, financial aid amounts, degree audit, etc.
- Report any and all registration activity to the VA in a timely manner
- Report all tuition, fees and non-Title IV financial aid
- Monitor academic progress and program pursuit
  - Students may use VA benefits for courses that are REQUIRED for the degree
- Monitor satisfactory academic progress (SAP) and report when a student fails to meet satisfactory academic progress
- Monitor a student’s conduct and report when a student is suspended or dismissed for unsatisfactory conduct
- Keep up-to-date on current VA rules as they relate to educational benefits

The SCO at Marist is located in the Registrar’s Office Donnelly Hall 203, 845-575-3250.

Student Responsibilities

If a student wishes to use GI Bill benefits at an institution of higher learning, he or she must:


  OR

- File a change in place of training with the VA using VONAPP, if the student is transferring benefits to Marist after using them previously at another institution.

- Submit all paperwork to the SCO. Paperwork required includes copies of application for VA benefits, DD214 (if available), Certificate of Eligibility (if Chapter 33). Chap 31 Voc. Rehab. must submit VA FORM 28-1905 at the start of each term. And all students must fill out and submit the Marist Veteran Benefit Registration form: [http://www.marist.edu/registrar/pdfs/Veteran%20Benefit%20Registration.pdf](http://www.marist.edu/registrar/pdfs/Veteran%20Benefit%20Registration.pdf)
• Keep address and direct deposit information current with the VA
• Enroll in an approved program. Check with SCO if unsure about program approval.
• Verify the monthly enrollment status using the VA’s WAVE (web) or IVR (phone) if using Chapters 30, 1606, and 1607
• Maintain satisfactory academic progress (good grades)
• Maintain satisfactory program pursuit (take only courses required for the degree)
• Maintain satisfactory conduct

Maintaining Eligibility

In order to maintain eligibility for GI Bill Educational Benefits, students must take steps to meet the eligibility criteria required by the VA. Also, students should avoid certain registration behaviors that can lead to problems with payment by the VA. This section discusses the eligibility criteria for continuing benefits and ways in which students can avoid payment problems.

Eligibility Criteria

1.) The student must be matriculated in an approved program of study to be eligible for benefits.
   a. Undeclared Majors – allowable up to the end of the sophomore year after which the student must formally declare a major. Students cannot be certified for benefits beyond the sophomore year unless a major has been declared.
   b. Non-matriculated students cannot be certified for benefits. VA benefits cannot be paid to non-matriculated students.

2.) The student must maintain Satisfactory Academic Progress
   a. The law requires that educational assistance benefits to veterans or other eligible persons be discontinued when a student fails to make satisfactory progress toward degree completion.
   b. Marist Academic Standards are published in the Undergraduate and Graduate Catalogs. In general:
      i. Undergraduate: students must meet a 2.0 term GPA and a 2.0 cumulative GPA to be in good academic standing. Failure to do so could result in warning, probation or dismissal
      ii. Graduate: students must maintain a 3.0 cumulative GPA to be in good academic standing. Failure to do so could result in probation or dismissal.
   c. The VA must be notified if an eligible student is placed on probation.
   d. The VA must be notified if an eligible student is dismissed. In the case of a dismissal, the school must terminate the student’s certification with the reason of “Unsatisfactory Attendance, Conduct or Progress.” VA benefits will be discontinued

3.) The student must maintain Satisfactory Program Pursuit – educational assistance to veterans or other eligible persons is restricted to the specific requirements of the degree being pursued. Only those courses that contribute to satisfactory pursuit can be certified.
   a. Course Applicability – only courses that satisfy degree requirements (as determined by the degree audit) are eligible for reimbursement by the VA. If a student takes a course that does not fulfill a program requirement, it cannot be certified for VA purposes. As an example: excessive free electives cannot be certified. Students would bear the cost of excessive free electives.
   b. Audited courses cannot be certified
c. Repeated courses that had previously been successfully completed (grade of D or better) cannot be certified. The exceptions: Courses with grades of F, W, and WF can be repeated and certified. In programs that have a minimum passing grade (example: minimum grade of C+ for education majors), can be repeated and certified if the grade was passing but below the minimum.

***** Courses that cannot be certified to the VA will have the following effects on VA payments *****

- Chapter 33 – tuition for courses that cannot be certified will not be paid by the VA, nor will it be covered by Yellow Ribbon. The tuition for courses that cannot be certified is the responsibility of the student.
- Courses that cannot be certified cannot be counted toward fulltime status for the purpose of determining the amounts paid for the monthly housing allowance or the book stipends (Chap 33).
- Courses that cannot be certified will not be factored in to the monthly payments that the VA makes under Ch 30, 35, 1606 or 1607. They will not count toward the full-time, part-time statuses that the VA uses to calculate the monthly payment to the student.

4.) Students must maintain satisfactory conduct. Students who are dismissed for failing to adhere to Marist’s Student Code of Conduct will be reported to the VA, the certification will be terminated with the reason of “Unsatisfactory Attendance, Conduct or Progress.” VA benefits will be discontinued.

Note: students studying abroad or at the Italy Branch Campus cannot be certified until the full schedule of courses have made available to the Registrar’s Office for registration. As a result, there could be a considerable delay in the onset of any VA payments.

**Miscellaneous Payment Issues**

Eligibility for and payment by the VA is governed by a complex maze of federal rules and regulations, reporting requirements, the veteran’s individual circumstances, academic requirements, term dates, and student registration action. This section discusses some issues that have an effect on the payments made by the VA to the student or on the student’s behalf.

First, NO PAYMENTS will be made to the student or on the student’s behalf until 4 things happen:

1.) The student applies to the VA for benefits OR notifies the VA of a change in place of training. VONAPP is the preferred way to apply or change.
2.) The student registers for courses (the assumption is that the student has applied to the College and has been accepted)
3.) The student supplies ALL of the required documents to the SCO
4.) The SCO certifies the student’s enrollment status to the VA

Payments are determined by a number of factors. The most common of which are:

1.) The Chapter under which the student receives educational benefits
2.) The number of weeks of each term or session and the number of credits taken within each term or session
3.) The student’s registration and add/drop activity
Chapter

The amounts and the method by which the VA pays educational benefits vary by Chapter.

Chapters 30, 35, 1606 and 1607. For these chapters, the VA pays the student directly and in amounts on a sliding scale based, in part, on length of service criteria and enrollment status (full-time, ¾ time, ½ time, ¼ time etc.). To view rate table go to http://www.gibill.va.gov/resources/benefits_rate_tables.asp.

Because these benefits are paid directly to the student, tuition payment is not deferred. Students are responsible for paying the tuition bill in accordance with the College’s billing due dates. The student may use the GI Bill payment as he or she sees fit.

Chapter 33. The VA pays net tuition and fees directly to colleges on behalf of the student with Chapter 33 benefits. The VA pays the monthly housing allowance (MHA) and the book stipend directly to the student. Payments under this program are based upon Length of Service Percentage as determined by the student’s aggregate active duty service after September 10, 2001.

<table>
<thead>
<tr>
<th>Member Serves</th>
<th>Percentage of Maximum Benefit Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 36 months</td>
<td>100%</td>
</tr>
<tr>
<td>At least 30 continuous days on active duty and must be discharged due to service-connected disability</td>
<td>100%</td>
</tr>
<tr>
<td>At least 30 months, but less than 36 months</td>
<td>90%</td>
</tr>
<tr>
<td>At least 24 months, but less than 30 months</td>
<td>80%</td>
</tr>
<tr>
<td>At least 18 months, but less than 24 months</td>
<td>70%</td>
</tr>
<tr>
<td>At least 12 months, but less than 18 months</td>
<td>60%</td>
</tr>
<tr>
<td>At least 06 months, but less than 12 months</td>
<td>50%</td>
</tr>
<tr>
<td>At least 90 days, but less than 06 months</td>
<td>40%</td>
</tr>
</tbody>
</table>

Marist is a private school so the following restrictions apply:

- Students entering after January 2011: Net tuition and fees are capped at an annual amount of $21,970.46 for the 2016-2014 academic year (effective August 1, 2016). This cap is adjusted annually for Cost of Living.
- Students at the 100% payment tier may apply for Yellow Ribbon to meet any tuition balance remaining after the VA has paid to its maximum. Please see the Yellow Ribbon section for further details. Students who receive benefits at less than 100% are not eligible for Yellow Ribbon and should expect to pay the difference out-of-pocket.

Chapter 31. Vocational Rehabilitation typically pays the full cost of tuition and fees directly to the college. It, also, covers the cost of required books and essential supplies. The VA counselors work
directly with the students to set up study plans and cost reimbursement. The VA provides VA FORM 28-1905 to inform the college what will be covered and if there are any enrollment restrictions.

**Term Length and Number of Credits = Rate of Pursuit/Training Time**

The VA determines enrollment status (or Rate of Pursuit/Training Time) based upon term or session length and the number of credits in which the student is enrolled for each term or session. Enrollment status of full-time, ¾ time, ½ time or ¼ time, is the basis for determining rates paid for the Chapter 33 Monthly Housing Allowance (MHA) or the monthly education stipend for Chapters 30, 31, 35, 1606, and 1607.

Marist has two standard semesters or terms, Fall and Spring, which are 15 weeks in length. Marist also has a shortened Summer term. Additionally, Marist offers several programs and a limited number of individual courses on an accelerated schedule in which each term is divided into shorter sessions. These shorter sessions follow non-standard academic calendars of 5 weeks, 6 weeks, 8 weeks, 10 weeks or 12 weeks.

Determining payment rates for Standard 15-week semesters is pretty straightforward.

The VA defines Training Time (Chapters 30, 31, 35, 1606, 1607) for a standard 15-week semester as:

- 12+ credits = Full-time
- 9-11 credits = ¾ time
- 6-8 credits = ½ time
- 4-5 credits = less than ½ time
- 1-3 credits = ¼ time or less

The VA defines Rate of Pursuit (Chapter 33 for MHA) for a standard 15-week semester as:

\[
\text{Number of credits pursued ÷ full-time (12 credits) = Rate of Pursuit.}
\]

MHA is paid if Rate of Pursuit is greater than 50%.

Determining Training Time and Rate of Pursuit for accelerated sessions and courses following Non-Standard Calendars is a bit tricky.

The VA pays educational benefits for non-standard enrollment periods based on “credit equivalents.” The College must report the start date and end date for each session and the number of credits pursued within those dates. The VA converts credits pursued in non-standard sessions to credit hour equivalents. Then, the VA equates the credit hour equivalents to full-time, ¾ time, ½ time, ¼ time, etc. When sessions overlap, credit hour equivalents for the period of the overlap are combined. **The College does not make this calculation.** This calculation is made by the VA. The SCO may assist the student in estimating training time and rate of pursuit, but the final determination is made by the VA. To help determine training time, please refer to the Semester Credit Equivalency Table in the Appendix.

**PLEASE NOTE:** the College may still refer to accelerated programs and courses as being “Fall” and “Spring” enrollments. However, for the purposes of VA benefits, each non-standard session is a unique and separate enrollment period – the VA determines enrollment status for each session separately and pays each session separately.

A student may be enrolled in 12 credits for the “Fall” term but might not be “full-time” because they are taking the 12 credits in two 6 credit, 10 week sessions – this would equate to ¾ time for each session and NOT full-time for the Fall term.
This can have a significant impact on the monthly stipend amount for Chapters 30, 35, 1606 and 1607 and the MHA for Chapter 33.

Again, the VA makes the final determination on enrollment status.

The student’s registration and add/drop activity

The way in which a student manages his or her schedule can impact VA reimbursement. Students who register for classes during the regular registration period (usually during the preceding semester or during the enrollment period for new students before start of the term) and who make no changes to this schedule should have no trouble with VA reimbursement.

Students, who rearrange their schedules during the Add/Drop Period (first week of class), Add/Drop after the first week of class, drop classes with a W or WF grade, will have trouble with VA reimbursement. Changing the course schedule after the certifications have been sent to the VA can result in an overpayment by the VA. Overpayments are debts that the student owes to the VA.

Following the recommendation of the VA, Marist certifies semester enrollments approximately one month prior to the first day of class for the traditional 15-week semester. This allows the VA time to process education claims in time to begin paying monthly stipends, MHA’s, and book stipends by the start of the semester. However, once the College has submitted enrollment information to the VA and the VA has started the payment process, ANY schedule change has to be reported to the VA along with an “effective date.” These changes tend to have a rather unpleasant effect because many of the changes result in putting the student in an overpayment situation with the VA.

The most common schedule changes that negatively impact VA reimbursement are:

- Dropping out of one accelerated session and Adding into another session. The VA pays by session. If a student drops out of one session and adds into another, the VA will process the drop as a termination in the first session and require a repayment BEFORE they process the add in the second session and pay for the second session.
- Adding during Add/Drop but after the first day of class. The VA processes the Add on the date that it occurs. If the student is part-time adding to full-time, the VA will pay the part-time rate from the first day of the term to the Add date and then pay the full-time rate from the Add date for the remainder of the term – instead of paying full-time for the ENTIRE term.
- Dropping to part-time after the College’s refund period has passed or dropping with a W or a WF grade. This is after the refund date and the student has legally incurred full tuition liability. No funds will be refunded by Marist to the student or to the VA. The VA will require the student to repay any money paid by the VA for those courses dropped.

Because of the impact on VA reimbursement, it is strongly recommended that students with VA educational benefits, particularly Chapter 33 benefits, register for courses they intend to keep during the Registration Period and avoid ANY schedule changes thereafter.

Chapter 33 Post 9/11 Program Specific Issues

In July of 2008 the Post 9/11 Veterans Educational Assistance Act of 2008, was signed into law. This new robust education benefits program provides education benefits for service members who have served
on active duty for 90 or more days since Sept. 10, 2001. These benefits are tiered based on the number of
days served on active duty, creating a benefit package that gives current and previously activated National
Guard and Reserve members the same benefits as active duty service members.

Unfortunately, like any new government program, the Post-9/11 GI Bill can be very complicated and
confusing. The following are additional issues that are specific to Chapter 33 benefits.

**The Yearly Cap and Net Tuition:**

Effective August 1, 2011, the amount of tuition and fees payable for programs offered by colleges
changed. The new payment rules instituted a yearly cap on private school payments. The new rules also
changed payments from actual tuition and fees charged to “Net” tuition and fees.

*Net tuition and fees* is the actual cost of tuition and fees after scholarships, financial aid or
assistance have been deducted. Title IV financial aid (loans and Pell) are excluded from the calculation of
“Net tuition and fees.” In other words, the VA will pay the actual cost of tuition and fees less any
financial aid that is provided directly to the college and specifically designated for the sole purpose of
defraying tuition and fees. Further, New York State Scholarships of TAP and Veteran Tuition Awards
(VTA) are considered to be duplicative of Chapter 33 benefits at the 100% payment rate. Therefore,
students who receive 100% Chapter 33 benefits are not eligible for NYS TAP or VTA awards.

**The yearly cap.** If a student attends a private school, the VA will pay a maximum of
$21,970.46 per year (2016-2017) toward net tuition and fees. The amount of the yearly cap will be
adjusted each year based upon a Cost of Living Allowance and is subject to proration based upon
the benefit level.

**Yellow Ribbon**

The Yellow Ribbon Program allows colleges to enter into an agreement with the VA to fund the
tuition and fees cost that exceeds the amounts payable by the VA – known as “unmet need”. This
program can provide additional funding to students whose tuition and fees charge are in excess of the
yearly cap of $21,970.46 per year (2016-2017) for private school education. In this program, the VA
will match each dollar the college contributes up to 50% of the unmet need.

Marist has entered into the Yellow Ribbon Program agreement with the VA. Marist will pay 50%
of the unmet need or $8000 whichever is less. Marist’s agreement limits the number of students who may
participate to 50 students. Students are accepted into the Yellow Ribbon program on a first-come, first-
served basis.

**Who is Eligible:**
- Veterans at the 100% benefit level and their spouses using transferred entitlement
- Children using transferred entitlement at the 100% benefit level

**Who is Not Eligible:**
- Active duty members
- Spouses of active duty members
- Any student eligible for less than the 100% benefit level
- Dependents using the Fry Scholarship

**Students who have been accepted into the Yellow Ribbon Program will continue to be
enrolled in the program as long as the following conditions apply:**
- The college continues to participate in the Yellow Ribbon Program
- The student maintains satisfactory progress toward degree completion
• The student remains continuously enrolled. If the student withdraws or takes a leave of absence, participation in the Yellow Ribbon Program is terminated and the student must reapply upon re-enrollment.
• The student has entitlement under the Post 9/11 GI Bill.

**Please note:** Students are not automatically eligible for Yellow Ribbon benefits solely on the basis of being eligible for the Chapter 33 Post 9/11 GI Bill. Students must apply to the College in order to participate in the Yellow Ribbon program. Marist only takes a limited number of students in the program. Please contact your School Certifying Official if you wish to participate in the Yellow Ribbon Program.

Marist reserves the right to change or terminate its Yellow Ribbon agreement with the VA at any time.
## APPENDIX

### Semester Credit Equivalency Table:

<table>
<thead>
<tr>
<th>Weeks\Credit</th>
<th>15 to 19</th>
<th>14</th>
<th>13</th>
<th>12</th>
<th>11</th>
<th>10</th>
<th>9</th>
<th>8</th>
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<th>5</th>
<th>4</th>
<th>3</th>
<th>2</th>
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<tbody>
<tr>
<td>12 or more</td>
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</tbody>
</table>

FT = Full-time

### Resources:

Information copied in whole or in part from the following sources and modified to apply to the Marist College experience:
