

MEMORANDUM OF UNDERSTANDING FOR INSTALLATION EDUCATION SERVICES

BETWEEN

THE UNITED STATES AIR FORCE

AND

LAKE REGION STATE COLLEGE

This Memorandum of Understanding (MOU) is between the Lake Region State College, hereafter referred to as the "Institution" and the United States Air Force, Grand Forks AFB, ND. It will provide guidelines and procedures for the delivery of educational services on Grand Forks Air Force Base to service active duty 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 MOU is not to be construed in any way as giving rise to a contractual obligation of the Air Force to provide funds to the Institution that would be contrary to Federal Law. Any changes to the programs governed by this agreement must be coordinated with and approved by the Air Force Executive Agent; on behalf of USAF Grand Forks AFB at:

319 FSS/FSDE
344 Tuskegee Airmen Blvd
Grand Forks AFB, ND 58205-6336

1. PREAMBLE

Providing access to quality postsecondary education opportunities is a strategic investment that enhances the service member's ability to support mission accomplishment and successfully return to civilian life. A forward-leaning, lifelong learning environment is fundamental to the maintenance of a mentally powerful and adaptive leadership-ready force. Today's fast-paced and highly mobile environment, where frequent deployments and mobilizations are required to support the nation's policies and objectives, requires the Air Force to sponsor postsecondary educational programs using a variety of learning modalities that include instructor-led courses, as well as distance learning (DL) options. All are designed to support the professional and personal development and progress of Air Force members and the DoD civilian workforce.

Advanced education has been shown to provide Air Force personnel with the potential to accomplish the complex tasks associated with today's military needs. Education also plays a major role in supporting recruiting for and retention in the Air Force. The Lake Region State College has become a partner in this objective by making its programs available for use in connection with the USAF Voluntary Education program. The benefits occurring from such educational programs are consistent with the educational policies of both the Air Force and the Lake Region State College. This agreement was designed so that the Education and Training Section Chief (ETS Chief) will be able to meet the educational and professional needs of the personnel assigned to the installation.

This MOU is subject at all times to Federal Law and the rules, guidelines, and regulations of the Department of Defense. Any conflicts between this MOU and such Federal Law, rules, guidelines, and regulations will be resolved in favor of the Federal Law, rules, guidelines, or regulations.

2. RESPONSIBILITIES

a. USAF Education and Training Section (ETS) Chief. The USAF ETS Chief will:

(1) Adhere to the responsibilities as detailed in the Department of Defense Instruction (DoDI) 1322.25 at Attachment 1, and the sample Air Force MOU Addendum for Educational Services between the Educational Institution and the U.S. Air Force, at Attachment 2.

(2) Maintain a continuing liaison with the designated Institution representative, and be responsible for inspections and the acceptance of the institution's services. The ETS Chief will assist the Institution representative to provide military and USAF culture orientation to the institution personnel.

(3) Help to promote the Institution's on base programs through all base media outlets, and provide an area for brochures/handouts for interested personnel. Institution representatives may make available, in their administrative offices, any and all information on programs offered through DL or on the home campus to interested personnel.

(4) Assist in obtaining temporary passes/ID cards for faculty, administrative personnel and students as required by base regulations.

(5) Maintain enrollment statistics for each on-base class, as well as the number of classes offered and cancelled each term.

(6) Authorize Institution representatives, subject to base policy, use of government leased telephone service, on a time-available basis, for communicating with local military personnel or DoD employees enrolled in the Institution's programs.

(7) Provide appropriate counseling to all Airmen prior to each course registration, regardless of the method of payment selected by students.

(8) Provide tuition assistance for eligible Airmen enrolled in the Institution's programs in accordance with applicable the Department of Defense Instruction (DoDI) 1322.25 at Attachment 1.

(9) Coordinate with the base librarian to ensure that course-appropriate reference materials are available. Funds from the Voluntary Education program or the Institution will not be provided to purchase materials for the library. Provide the Institution representative with a list of available library reference materials on an annual basis.

b. The Institution (Lake Region State College) will:

(1) Offer classes, certificate, and degree programs on Grand Forks AFB as listed in Attachment 3. These programs will fulfill all accepted standards and requirements established by the Institution, the Air Force, the State of North Dakota, the Higher Learning Commission of the North Central Association of Colleges and Secondary Schools, and other appropriate accrediting associations and agencies of the State having jurisdiction over the programs offered by the Institution. The Institution will comply with the Minimum Criteria for Institutions Offering Postsecondary On-Base Programs set forth in Department of Defense Instruction (DoDI) 1322.25, Voluntary Education Programs at Attachment 1, and will ensure their application to all on-base programs.

(2) Adhere to the responsibilities as detailed in the Department of Defense Instruction (DoDI) 1322.25 at Attachment 1, and the sample Air Force MOU Addendum for Educational Services between the Educational Institution and the U.S. Air Force, at Attachment 2.

(3) Appoint and designate an Institute representative to maintain a continuing liaison with the USAF ETS Chief.

(4) Institution officials will take a proactive approach to quality assurance. Standards in the Institution's catalog will be followed, as will quality standards established by the school, state, accrediting agencies, and Headquarters US Air Force. Appropriate regional accrediting associations will be required to evaluate on-base programs to determine comparability to established academic standards. The Institution will sustain all costs associated with these visits, and will provide the ETS Chief with copies of accrediting reports and associated communications. The Institution will comply with Veterans Administration (VA) "two-year" and "85-15" rules (Public Law 95-202), and obtain VA waivers when appropriate.

(5) The Institution will determine the number of faculty members, academic directors, administrators, and clerical personnel based on enrollments and current educational practice.

(6) The Institution will be responsible for selecting, training, and evaluating all faculty, directors, administrators and clerical personnel in accordance with established home campus procedures.

(7) Inform the ETS Chief in writing no later than 72 hours before the class start date of any cancellations. The Institution representative and ETS Chief (or designated representative) will work together to find classes available through other media for the students enrolled in the cancelled classes.

(8) Provide enrollment statistics to the ETS Chief within two weeks after the class start date. Statistics will include the number of active duty military, DoD civilian, military dependents, and civilians not affiliated with the installation.

(9) Offer for sale textbooks and materials required to support courses offered on Grand Forks Air Force Base. Arrangements for students to exchange used textbooks should be included.

(10) Use the AI Portal to submit invoices, grades, degree completions, as detailed in the Air Force Addendum for Educational Services between Lake Region State College and the U.S. Air Force.

(11) Fulfill its obligation under this MOU without reassigning any of its rights or obligations there under to an external party. The Institution will provide learning opportunities through academic programs of the highest quality and will not subcontract any portion of the work associated with academic programs under this MOU.

3. ADDITIONAL GUIDELINES

a. Both the Installation and the Institution agree:

(1) No commitment will be made on the specific number of military students, availability of tuition assistance, or the continuing number of students entitled to in-service VA educational benefits.

(2) Installation access of non-DoD and non-installation personnel is at the discretion of the installation commander. Access once provided may be revoked at any time due to military necessity or conduct that violates installation rules or policies.

(3) Active duty military students will be afforded registration and class placement priority. Additional class sections may be added to accommodate an overflow of military students. Paragraph 5.b(4) of the Template of DOD MOU between DOD Office of the USD and Educational Institution and Service-Specific Addendums will apply.

(4) Maximum class size will be 30, unless the installation classrooms cannot accommodate that number. Classes over that number will be divided into two separate and equal sections of the same class. The desired average class size is 15; minimum class size will be 10. Classes with fewer than 10 may be cancelled at the discretion of the Institution, in coordination with the ETS Chief. Paragraph b.(7) also applies.

(5) Institution representatives will not be allowed access to Air Force voluntary program education records without the written consent of the individual.

(6) Compliance with the DoD Joint Ethics Regulation is required if any Airman (military or civilian) is considered for employment with the Institution. Questions regarding the applicability of the Joint Ethics Regulation will be referred to the base Staff Judge Advocate for determination.

(7) This MOU may be terminated by either party at any time with 180 days written notice to the other party; more than 180 days notice is desirable since contractual agreements with faculty could obligate the Institution for the payment of salaries. In the event that war, natural disaster, or other matters beyond the control of the affected installation prevents compliance with the provisions of this MOU, this MOU may be suspended.

(8) In the event of termination of the installations program(s) on Grand Forks Air Force Base under this MOU, a mutual effort will be made to ensure a smooth transition during the teach-out phase. The Institution will immediately notify all concerned students and the ETS Chief of the provisions and options that will be implemented to ensure a smooth transition to another program or degree completion, as appropriate. The teach-out transition will offer students the option of completing degree requirements without loss of credit. No new students will be enrolled into a program that has been identified for termination. Each student will be individually counseled and provided a personalized plan for completing remaining degree requirements.

(9) The Institution will agree to release and waive all claims against the United States, its agents, officers, and employees arising out of the use of Air Force facilities, equipment, supplies, and services by the Institution, its officers, representatives, agents, employees, and non-DoD affiliated students. The Institution further agrees to defend, pay, or settle all claims arising out of the use of installation facilities

based upon the negligence, gross negligence, or willful misconduct of its agents, representatives, officers, employees, and non-DoD affiliated students. The Institution will hold the U.S. Government harmless from any claims arising out of acts or omissions of the Institution, its agents, representatives, officers, employees, and non-DoD affiliated students.


(10) This MOU, in conjunction with the DoD Voluntary Education Partnership MOU, and the sample MOU Addendum for Education Services between the Educational Institution and the U.S. Air Force, at Attachment 1, defines the entire relationship between the Air Force, base ETS Chief, and the Institution and supersedes any previous verbal or written agreements of understanding. Failure on the part of any party to comply with the provisions of these MOUs may result in the elimination of the Institution's programs from the installations listed in Attachment 3. No change or modification of this MOU shall be valid unless or until it is in writing and signed by both parties.

(11) A minimum of 90 days' notice will be furnished to the ETS prior to any proposed changes to these rates by the institution, to include detailed justification for the proposed increase. The ETS will advise the institution of concurrence/non-concurrence within 30 days of receipt of proposed tuition increases. The institution will waive all computer laboratory fees if the Air Force provides a computer laboratory facility and equipment.

(12) This MOU expires 5 years from the date of signature, unless terminated, extended, or updated prior to that date in writing by 319 FSS/FSDE and the Institution. An annual review will be conducted by both parties to verify current accreditation status, update program offerings, and review program delivery data. Attachments listed in this MOU are listed below and are considered integral sections of this MOU.

THE UNITED STATES AIR FORCE
Grand Forks AFB, ND 58205-6336

LAKE REGION STATE COLLEGE
Devils Lake, ND 58301

 17 Jun 2013
JAMES STALLARD, GS-12, DAF
Education & Training Section Chief

 6/19/13
Dr. Doug Darling
President, Lake Region State College

4 Attachments:

1. Department of Defense Instruction (DoDI) 1322.25
2. Sample MOU Addendum for Education Services Between Educational Institution and the USAF
3. Lake Region State College Degree Programs Offered
4. Current Tuition Rate

ATTACHMENT 3

LAKE REGION STATE COLLEGE DEGREE PROGRAMS OFFERED

- Associate of Arts in Accounting/Business Administration
- Associate of Arts in Liberal Arts
- Associate of Science in Liberal Arts

- Associate of Applied Science Early Childhood Education
- Associate of Applied Science in Fitness Trainer Technician
- Associate of Applied Science in Information Technology
- Associate of Applied Science in Law Enforcement
- Associate of Applied Science in Office Management

- Certificate in Welding and Basic Machining

- Certificate of Completion: Certified Nurse Assistant (CNA)

ATTACHMENT 4

LAKE REGION STATE COLLEGE
TUITION AND FEES PER CREDIT HOUR

Face-to-Face Classes: Delivered at Grand Forks AFB Campus: \$160 per credit

Online Classes: \$180 per credit