MEMORANDUM OF UNDERSTANDING FOR BASE EDUCATION SERVICES

BETWEEN

MINOT STATE UNIVERSITY AND

DAKOTA COLLEGE AT BOTTINEAU

AND

THE UNITED STATES AIR FORCE (USAF) MINOT AIR FORCE BASE, NORTH DAKOTA

1. PURPOSE: This Memorandum of Understand (MOU) addendum for Education Services is between Minot State University (MSU) and Dakota College at Bottineau (DCB), hearafter referred to as the "Institutions," and the USAF, Minot AFB North Dakota. The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to Service Members, DoD civilian employees, eligible adult family members, military retirees, and non-DoD personnel not covered in the DoD Voluntary Education Partnership MOU between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institutions that would be contrary to Federal law.

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. 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 USAF members and the DoD civilian workforce. Institutions has become a partner in this objective by making its programs available for use in connection with the USAF Voluntary Education program.

The requirement and authority of this MOU rest in Air Force Instruction 36-2649, *Voluntary Education Program*, and within DoD Instruction (DoDI) 1322.25 and DoDI1322.08E. All parties desire to satisfy the educational interests and needs of the individual Airmen, as well as the needs of the USAF.

This MOU is subject at all times to federal law and the rules, guidelines, and regulation of the DoD. Any conflicts 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 will:
- (1) Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership MOU and the Air Force Addendum for Educational Services between the Institutions and the USAF.
- (2) Help to promote the Institution's on-base programs through available base media outlets and provide an area for brochures/handouts for interested personnel. Institutions representatives may make available to interested personnel, in their administrative offices or designated display areas, any and all information on programs offered through distance learning (DL) or on the home campus.
- (3) Assist in obtaining temporary passes/ID cards for Institutions faculty, administrative personnel and students as required by base regulations.
- (4) Provide utilities for office space and classrooms. Institutions will not be required to reimburse for use of facilities or utilities. (DoDI 322.25). No reimbursement for manpower or supplies for the Institutions will be paid by the Air Force or the 5th Bomb Wing.
- (5) Authorize Institutions 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 emailed in the Institution's programs.
- (6) Provide appropriate counseling to all Airmen prior to course registration, regardless of the method of payment selected by students.
- (7) Provide tuition assistance for eligible Airmen enrolled in the Institution's programs in accordance with applicable regulations, DoD Voluntary Education Partnership MOU 4.f, and the availability of funds.
- (8) Within funding limitations, coordinate with the base librarian to ensure the course-appropriate reference materials are available.

b. Institution will:

- (1) Offer undergraduate degree programs and certifications on Minot AFB as listed in Attachment I. These programs will fulfill all accepted standards and requirements established by the Institutions, the USAF, the State of North Dakota, the Higher Learning Commission and other appropriate accrediting associations and agencies of the state of North Dakota having jurisdiction over the programs offered by the Institutions. The program(s) provided must be in response to a formal request from the ETS Chief, as determined by a formalized needs assessment in accordance with Air Force Instruction 36-2649, *Voluntary Education Program*.
- (2) Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership MOU and the Air Force Addendum for Educational Services between Institutions and the USAF.
- (3) Provide program administrator(s) and office staff, as required, to manage Institution's on-base programs. The ETS Chief may provide input regarding such selections. Counseling and advisement services, as required to support Institutions programs, will also be provided. Program administrators will coordinate with the ETS chief when establishing office hours to ensure that participants in the programs of Institutions have appropriate access to counseling and resolution of administrative problems.
- (4) Institutions officials will take a proactive approach to quality assurance. Standards in the Institution's faculty handbook will be followed, as will quality standards established by the school, state, accrediting agencies, and Headquarters USAF. Appropriate regional accrediting associations may be required to evaluate on-base programs to determine comparability to established academic standards. The Institutions will sustain all costs associated with these visits, and will provide ETS Chief copies of accrediting reports and associated communications upon request.
- (5) Determine the number of faculty members, academic directors, administrators, and clerical personnel based on enrollments and current educational practice. The ETS Chief will be provided an annual list of faculty no later than 1 October of each year.
- (6) The Institutions will be responsible for selecting, training, and evaluating all faculty, directors, administrators and clerical personnel in accordance with established home campus procedures. Institutions program administrators shall brief all instructors at the beginning of each term on local administrative requirements in reference to Air Force classrooms and procedures for entry access onto the base. Staff will attend annual training as required for base security and Force Protection.
- (7) Inform the ETS Chief in writing before the class start date of any cancellations. The Institutions representative and ETS Chief (or designated representative) will work together to find classes available through other media for the students emailed in the canceled classes.
 - (8) Provide enrollment statistics to the ETS Chief within two weeks after the term end date. Statistics will include the number of active duty military, DoD civilian, military dependents, and

civilians not affiliated with the base. Maintain enrollment statistics for each on-base class, as well as the number of classes offered and canceled each term.

- (9) Report all disruptive behavior that occurs on Minot AFB during any class held by Institutions or by any Institutions student or faculty member in attendance on Minot AFB to the ETS Chief within 24 hours of the event(s) or of learning of the event(s). Institutions will notify ETS Chief if an Institution's student is barred from access at another base for disruptive behavior, if known, prior to registering that student for a Minot AFB course.
- (10) Fulfill its obligation under this MOU without reassigning any of its rights or obligations hereunder to an external party. The Institutions 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.
- (11) Agrees to serve as the National Test Center providing College Level Examination Program (CLEP) computer based testing services to include the Internet-Based (IBT) Department of Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST) testing program.
- (12) Provide DSST and CLEP testing services to DANTES-funded military and civilian examinees and, on a space available basis, to all other examinees.
- (13) For eligible DANTES-funded military and civilian examinees, agree to accept a standard test administration fee of \$25 dollars per test paid by DANTES to Prometric. Prometric will issue a check to the Institutions for the total number of administered DSST tests to eligible DANTES-funded examinees. College Board sends payment for CLEP exams.
- (14) For unfunded civilian testing, Institutions may elect to charge a service fee to compensate for its efforts to provide and maintain a test center. This non-refundable advance service fee should not exceed \$20 dollars per test from each prospective civilian examinee.
- (15) Agree to provide the on-base Education Center with a pass/fail report of all DANTES-funded DSST or CLEP test results to all examinees upon completion of the exam.
- (16) Agree to notify ETS or DANTES Test Control Officer, Prometric, and DANTES within 24 hours of any test compromise or security breach involving the DSST or CLEP program.

3. ADDITIONAL GUIDELINES

Both the Base and the Institutions 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. Institutions may market, advise, and enrolled students in any of their programs.

- (2) Base access of non-DoD and non-base personnel is at the discretion of the base commander. Access once provided may be revoked at any time due to military necessity or conduct that violates base 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.a.(4) of the DoD Voluntary Education Partnership MOU will apply.
- (4) The maximum and minimum class size will be determined by the Minot AFB. Classes below the minimum number of students may be canceled at the discretion of the Institutions, in coordination with the ETS Chief.
- (5) Minot AFB 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 (DoDD 5500.7) is required if any Airman is considered for employment with the Institutions. Questions regarding the applicability of the Joint Ethics Regulation will be referred to the base Staff Judge Advocate for determination.
- (7) The Air Force and Institutions will have policies that prohibit unlawful discrimination, harassment, and retaliation, including but not limited to against participants for reasons of race, religion, national origin, age, sex, disability, or physical handicap (where the handicapped person is otherwise qualified).
- (8) Either party may terminate the National Test Center operations within 30 (thirty) days advanced written notice.
 - (9) ETS will notify DANTES and provide a copy of the termination notice to DANTES, Code 20A.
- (10) In the event of any unauthorized disclosure of DSST or CLEP secure testing material, or any other breach by Institutions of Prometric test security requirements, the ETS retains the right to immediately terminate the national Test Center operation.
- (11) The Institutions 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 Institutions, its officers, representatives, agents, employees, and non-DoD affiliated students. The Institutions further agrees to defend, pay, or settle all claims arising out of the use of base facilities based upon the negligence, gross negligence, or willful misconduct of its agents, representatives, officers, employees, and non-DoD affiliated students. The Institutions will hold the U.S. Government harmless from any claims arising out of acts or omissions of the Institutions, its agents, representatives, officers, employees, and non-DoD affiliated students.
- (12) This MOU, in conjunction with the DoD Voluntary Education Partnership MOU, and the Air Force Addendum for Education Services between Institutions and the USAF, defines the entire relationship between the USAF and the Institutions 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 termination of the Institution's programs on Minot AFB. No change or modification of this MOU shall be valid unless or until it is in writing and signed by both parties.

- (13) Tuition charges by Institution for academic programs are specified in Attachment 2. Minot AFB will provide a minimum of 90 days' notice to ETS Chief prior to any intended changes to these rates. The Institution will waive all computer labratory fees if the Air Force provides a labratory facility and equipment to support Institutions on-base instructional programs.
- (14) This MOU expires five (5) years from the date of signature, unless terminated, extended, or updated prior to that date in writing by Minot AFB and Institutions. An annual review will be conducted by both parties to verify current accreditation status, update program offerings, and review program delivery data. Attachments referred to this MOU are listed below and are considered integral sections of this MOU.

MINOT STATE UNIVERSITY AND DAKOTA COLLEGE AT BOTTINEAU

Dr. Steven Shirley

12-16-19

President, MSU/DCI

THE UNITED STATES AIR FORCE 5th Bomb Wing

COCHRAN.BRAD Digitally signed by COCHRAN.BRADLEY L 1066279 LEY.L.1066279240 Date: 2020 04.06 08:21:54 -05'00'

BRADLEY L. COCHRAN, Colonel, USAF Commander, 5th Bomb Wing

3 Attachments:

- 1. Degrees Offered
- 2. Current Tuition Rate
- 3. Tuition Refund Policy

ATTACHMENT 1

DEGREES OFFERED

The institutions degree programs that are a good fit for Minot AFB are:

- 1 General Studies (MSU)
- 2 BS Criminal Justice (MSU)
- 3 BS Management (MSU)
- 4 BS Management Information Systems (MSU)
- 5 BS Marketing (MSU)
- 6 BS International Business (MSU)
- 7. BS Nursing Completion (MSU)
- 8 BS Human Services: Intellectual and Developmental Disabilities (MSU/Online)
- 9 BS Early Childhood Education (non-teaching) (MSU)
- 10 BS Entrepreneurship (MSU)
- IL BAS Applied Business Information Technology (MSU)
- 12 MS Management (MSU/Online)
- 3 MS Information Systems (MSU/Online)
- 14 MS Special Education (MSU/Online)
- 15 MS Education (MSU/Online)
- 16 MS Sports Management (MSU/Online)
- 7. Intellectual/Developmental Disabilities Certificate (MSU/Online)
- 18 Managerial Concepts Graduate Certificate (MSU/Online)
- 19 Knowledge Management Graduate Certificate (MSU/Online)
- 20 Cybersecurity Management Graduate Certificate (MSU/Online)
- 21. Deaf/Hard of Hearing Eduction Graduate Certificate (MSU/Online)
- 22 Special Education Specialist Graduate Certificate (MSU/Online)
- 23 Learning Disabilities Graduate Certificate (MSU/Online)
- 24 Math 102 (DCB)
- 35 AAS/Certificate Advertising and Marketing (DCB/Online)
- 26 AAS Accounting Technician (DCB/Online)
- 27. AAS Small Business Management (DCB/Online)
- 28 Bookkeeping Certificate (DCB/Online)
- 29 Reception Services Certificate (DCB/Online)
- 30 AAS Caregiver Services (DCB/Online)
- 3. Child Development Associate Certificate (DCB/Online)

ATTACHMENT 1 CONTINUED

- 32. AAS Recreation Management (DCB/Online)
- 33 AAS/Certificate Urban Forest Management (DCB/Online)
- 34 AAS/Certificate Photography (DCB/Online)
- 35. AAS/Certificate Medical Assistant (DCB/Online)
- 36 Medical Coding Certificate (DCB/Online)
- 37. AAS/Certificate Paraprofessional Education (DCB/Online)
- 38 AAS Of Arts Degree (DCB/Online)
- 39. Associate of Science Degree (DCB/Online)

ATTACHMENT 2

MSU/DCB CURRENT TUITION RATES

2019 - 2020 Tuition Rates

MAFB Undergraduate - \$250/credit hour

Online Undergraduate Tuition - \$250/credit hour

Online Graduate Tuition - \$335.39/credit hour

DCB tuition \$\$169.43/credit hour

Tuition and Fees

The academic year is divided into two 16-week semesters (Fall and Spring) and a Summer session. Within semesters, shorter sessions may be offered. Tuition and fees must be paid at the beginning of each semester. Special fees may be incurred by students. Examples of special fees include:

Application Fee is waived for all active duty military.

Auditing Course Fee (on-campus courses) 50% of the regular, per credit tuition charge for the same course.

Special Course Fees - fees charged to a student in a special course to cover the added and unique costs of the course.

Technology Fees - nominal cost to cover continued investment in technology resources.

ATTACHMENT 3

TUITION REFUNDPOLICY

TUITION REFUND

Refunds on Class Changes - MSU

Any student who drops a class during the first seven instructional class days of the term will receive a 100% refund of tuition and fees for the credit hours attributable to the class or classes dropped. After the first seven instructional days of a term, there will be no refund for a class that is dropped. Likewise, any student who has not paid for a class and drops the class after the seventh day will still be charged for the full cost of the class. (This section applies only to the hours dropped below 12 semester hours).

Refunds on Class Changes - DCB

Any student who drops a class during 8.99% of the enrollment period of the term will receive a 100% refund of tuition and fees for the credit hours attributable to the class or classes dropped. After 8.99% of the enrollment period of a term, there will be no refund for a class that is dropped. Likewise, any student who has not paid for a class and drops the class after 8.99% of the enrollment period will still be charged for the full cost of the class. (This section applies only to the hours dropped below 12 semester hours).

Refunds for Officially Withdrawing Students - MSU

Any Student who officially withdraws from MSU shall receive a refund of tuition and fees according to the schedule below. Tuition and fees shall be refunded based on a percentage which coincides with the number of instructional class days remaining in the term.

0 through 7th class day - 100%

8th through 10th class day - 90%

8th week - 50%

9th week - 45%

4th week - 75%

10th week - 40%

After 10th week - No Refund

6th week - 65%

AMENDMENT Year One (2021) MOU REVIEW BETWEEN MINOT AFB AND MINOT STATE UNIVERSITY/AND BOTTINEAU

Under Attachment 1-

Added =

- BS Computer Science (MSU/Online)
- Associate of Science in Human Services with a major in Intellectual and Development Disabilities (MSU/Online)
- AAS Medical Administrative Assistant (DCB/Online)
- AAS Certificate Technical Studies (DCB/Online)
- AAS/Certificate Human Resources Management (DCB/Online)

Under Attachment 2-

Updated =

- 2020-2021 Academic Year Tuition Rates
 - o Online Graduate Tuition \$363.78/credit hour
 - o DCB Tuition \$176.21/credit hour

Added =

• Dakota College at Bottineau waives the Student and Technology fees; but does access a fee of \$5.50/credit hour for ConnectND and \$0.04/credit for the ND Student Association Fee.

Under Attachment 3-

Updated Tuition Refund =

Military Tuition Assistance Refund Policy

- Minot State University returns unearned military tuition assistance funds on a proportional basis through at least the 60% portion of the term for which they were provided regardless of the reason for withdrawal (service-related or otherwise). Any unearned TA funds will be returned directly to the military service, not to the service member.
- MSU will work with service members that stop attending due to a military service
 obligation in identifying solutions that will not result in a student debt for the returned
 portion. Military tuition assistance is awarded based on students completing the entire
 term it was awarded. When a student withdraws, they may no longer be eligible for the
 full amount.

Policy

• Tuition Assistance eligibility will be recalculated for students who officially withdraw from the course prior to completing 60% of the enrollment period. The official last date of attendance is used to determine the number of days completed. Recalculation of eligibility is based on the percentage of TA benefits earned using the following chart:

0 to 8.99% of the enrollment period	100%
9.00 - 34.99% of the enrollment period	75%
35.00 - 60% of the enrollment period	50%
61% - 100% of the enrollment period	No refund

Refund Schedule

Fall 2020 16 Week

Day 1-10 100% return

Day 11-40 75% return

Day 41-71 50% return

Day 72-117 0% return

Fall 2020 8 Week Term I

Day 1-4 100% return

Day 5-18 75% return

Day 6-32 50% return

Day 33-53 0% return

Fall 2020 8 Week Term II

Day 1-4 100% return

Day 5-18 75% return

Day 6-32 50% return

Day 33-53 0% return

Spring 2021 16 Week

Day 1-11 100% return

Day 12-43 75% return

Day 44-75 50% return

Day 76-124 0% return

Spring 2021 8 Week Term I

Day 1-4 100% return

Day 5-18 75% return

Day 6-32 50% return

Day 33-53 0% return

Spring 2021 8 Week Term II

Day 1-5 100% return

Day 6-20 75% return

Day 21-36 50% return

Day 37-60 0% return

Summer 2021 8 Week

Day 1-5 100% return

Day 6-20 75% return

Day 7-35 50% return

Day 36-59 0% return

The Department of Defense requires that the university return any unearned TA applied to institutional charges. The student will then owe the university the amount that was returned.

Example: If a student withdraws after completing 9.00-34.99% of the enrollment period, MSU would adjust the amount billed to the Military Tuition Assistance Program to 25% of the tuition.

MINOT STATE UNIVERSITY AND DAKOTA COLLEGE AT BOTTINEAU

Date

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President, MSU/DCB

THE UNITED STATES AIR FORCE MINOT AFB, 5FSS/FSDE

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