MEMORANDUM OF UNDERSTANDING FOR BASE EDUCATION SERVICES

BETWEEN

THE UNITED STATES AIR FORCE
MINOT AIR FORCE BASE, ND

AND

MINOT STATE UNIVERSITY AND

DAKOTA COLLEGE OF BOTTINEAU

This Memorandum of Understanding (MOU) is between:

United States Air Force, 5th BW
167 summit Dr, Ste 1
Minot AFB, ND 58705

and

Minot State University and Dakota College at Bottineau (MSU and DCB)
500 University Avenue West
Minot, ND 58707

It provides guidelines and procedures for the delivery of educational services on Minot AFB 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 or the Air Force Addendum to the DoD MOU. This provides educational opportunities for service members, Department of Defense (DoD) civilian employees, eligible adult family members, military retirees, and non-DoD personnel. 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.

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. 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. MSU and DCB have become a partner in this
objective by making its programs available for use in connection with the Air Force Voluntary
Education program.

The requirement and authority for this MOU rests in Air Force Instruction 36-2306 and within
DoD Instruction (DODI) 1322.25 and DODI 1322.08E. All parties desire to satisfy the
educational interests and needs of the individual Airmen, as well as the needs of the Air Force.

This MOU is subject at all times to federal law and the rules, guidelines, and regulations of the
DoD. 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 will:

(1) Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership
MOU and the Air Force Addendum for Educational Services between MSU and DCB and the
U.S. Air Force.

(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. Institution
representatives may make available to interested personnel, in their administrative offices or
designated display areas, any and all information on programs offered through DL or on the
home campus.

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

(4) Provide utilities for office space and classrooms. MSU and DCB will not be required
to reimburse for use of facilities or utilities. (DODI 1322.25). No reimbursement for manpower
or supplies for the Institution will be paid by the Air Force or the 5th Bomb Wing.

(5) 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.

(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 4.4.f, and the
availability of funds.
8. Within funding limitations, coordinate with the base librarian to ensure that course-appropriate reference materials are available.

B. Minot State University and Dakota College at Bottineau will:

1. Offer specified degree programs on Minot AFB as listed in Attachment 1. 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 of North Dakota having jurisdiction over the programs offered by the Institution. 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 36-2306, 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 MSU and DCB and the U.S. Air Force.

3. Provide program administrator(s) and office staff, as required, to manage the MSU and DCB on-base programs. The ETS Chief may provide input regarding such selections. Counseling and advisement services, as required to support MSU and DCB 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 MSU and DCB have appropriate access to counseling and resolution of administrative problems.

4. Institution 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 U.S. 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 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 Institution will be responsible for selecting, training, and evaluating all faculty, directors, administrators and clerical personnel in accordance with established home campus procedures. Institution 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 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 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 cancelled each term.

(9) Report 100% of disruptive behavior that occurs on the base during any class held by MSU and DCB or by any MSU and DCB student or faculty member in attendance on-base to the ETS Chief within 24 hours of the event. MSU and DCB will notify ETS Chief if an MSU or DCB University 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 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 Base 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. Institution may market, advise, and enroll 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 Institution. Classes below the minimum number of students may be cancelled at the discretion of the Institution, in coordination with the ETS Chief.

(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 (DoDD 5500.7) is required if any Airman 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) Neither the Air Force nor MSU and DCB will have policies that discriminate against participants for reasons of race, religion, national origin, age, sex, or physical handicap (where the handicapped person is otherwise qualified).

(8) 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 Base prevents compliance with the provisions of this MOU, this MOU may be suspended.

(9) In the event of termination of the Base’s program(s) 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 BTS 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.

(10) The Institution will agree to release and waive all claims, except to the extent that such claims arise out of the negligence of the United States 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 base facilities based upon the negligence, gross negligence, or willful misconduct of its agents, representatives, officers, and employees. To the extent permitted under North Dakota law, 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, and employees.

(11) This MOU, in conjunction with the DoD Voluntary Education Partnership MOU, and the Air Force Addendum for Education Services between MSU and DCB and the U.S. Air Force, defines the entire relationship between the Air Force 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 termination of the Institution’s programs on the base. No change or modification of this MOU shall be valid unless or until it is in writing and signed by both parties.

(12) Tuition charges by MSU and DCB for academic programs are specified in Attachment 2. A minimum of 90 days notice will be provided to BTS Chief prior to any intended changes to these rates by the institution. The institution will waive all computer laboratory fees if the Air Force provides a laboratory facility and equipment to support MSU and DCB on-base instructional programs.
(13) This MOU expires five years from the date of signature, unless terminated, extended, or updated prior to that date in writing by the 5th Bomb Wing 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 referred to in this MOU are listed below and are considered integral sections of this MOU.

4. Internet Based DSST® TESTING SERVICES:

Minot State University agrees to serve as a national test center providing CLEP® and DSST® computer-based testing services to include the Internet-based (IBT) DSST® Testing Program.

A. Minot State University’s Responsibilities as a National Test Center:

1. Minot State University’s primary mission as a National Test Center is to provide DSST® and CLEP® testing services to DANTES-funded military and civilian examinees and, on a space available basis, to all other examinees.

2. For eligible DANTES-funded military and civilian examinees, agree to accept a standard test administration fee of $20 per test paid by DANTES to Thompson Prometric. Thompson Prometric will issue a check to MSU for the total number of administered tests to eligible DANTES-funded examinees. College board sends payment for CLEP exams.

3. For unfunded civilian testing, MSU 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 per test from each prospective civilian examinee.

4. MSU agrees to provide the on-base Education Center with a copy of all DANTES-funded DSST® test results to all examinees upon completion of the exam.

5. MSU agrees to notify the ESO or DANTES Test Control Officer, Thompson Prometric, and DANTES within 24 hours of any test compromise or security breach involving the IBT DSST® or CLEP® program.

B. Education Services Officer (ESO) Responsibilities:

1. The ESO will monitor MSU’s performance to ensure they meet the IBT DSST® delivery service requirements.

2. Based on notification by MSU of a potential test compromise involving DANTES-funded military or civilian examinees, the ESO will notify DANTES immediately as specified in the DANTES Examination Program Handbook.

C. Termination of the National Test Center:

1. Either party may terminate the National Test Center operations with 30 (thirty) days advanced written notice.

3. The ESO will notify squadron leadership when Air Force personnel fail to keep scheduled testing appointments.
2. The ESO will notify DANTES and provide a copy of the termination notice to DANTES, Code 20A.

3. In the event of any unauthorized disclosure of iBT-DSST® secure testing materials, or any other breach by MSU of Thompson Prometric test security requirements, the ESO retains the right to immediately terminate the National Test Center operation.

MINOT STATE UNIVERSITY AND
Dakota College of Bottineau

THE UNITED STATES AIR FORCE
5th Bomb Wing

Dr. David Fuller Date
President, MSU/DCB

ALEXIS MEZYNSKI, Col, USAF Date
Commander, 5th Bomb Wing

3 Attachments:
1. Degrees Offered
2. Current Tuition Rate
3. Tuition Refund Policy
YEAR FOUR (18) MOU REVIEW BETWEEN MINOT AFB AND MINOT STATE UNIVERSITY/AND DAKOTA COLLEGE AT BOTTINEAU

The MOU between Minot AFB and Minot State University/Dakota College at Bottineau was reviewed and found to be current with the following changes:

1. Revision to attachment 1, indicating programs offered.

Suzanne Larson, GS-12, DAFC
Chief, Force Development Flight

Dr. Steven Shirley
President, MSU/DCB

Brent Winiger
Vice President for Administration and Finance
ATTACHMENT 1

MINOT STATE UNIVERSITY AND MINOT STATE UNIVERSITY – BOTTINEAU
DEGREES OFFERED AT MINOT AFB, ND

MINOT STATE UNIVERSITY

Four Year Degrees offered at MAFB

Bachelor of Science with major in:
- Criminal Justice
- Management
- Bachelor of General Studies

Four Year Degrees available online

Bachelor of Science with majors in:
- Management
- Management Information Systems
- Virtual Business - Bachelor of Applied Science with majors in
  - Applied Management
  - Applied Business Information Technology
  - Bachelor of General Studies
  - Bachelor of Science in Nursing for Registered Nurses

Certificate Programs offered at MAFB
- Police Management and Investigation (18 cr. undergraduate)

Certificate Programs available online
- Application Software Specialist
- Web Development
- Development Disabilities

Dakota College at Bottineau

Math 102 (no degree programs currently offered)
ATTACHMENT 1

MINOT STATE UNIVERSITY AND MINOT STATE UNIVERSITY – BOTTINEAU

DEGREES OFFERED AT MINOT AFB, ND

Additional Page 2 and 3 of November 2018 – new programs

Graduate Programs available online

1. Master of Science in Management
2. Master of Science in Information Systems
3. Master of Science in Special Education
4. Master of Education
5. Master of Science in Sports Management

Four Year Degrees available online

Bachelor of Science with majors in:

1. Criminal Justice
2. Marketing
3. International Business
4. Human Services

Graduate Certificate Programs available online

1. Managerial Concepts Certificate
2. Knowledge Management Certificate
3. Cybersecurity Management Certificate
4. Deaf/Hard of Hearing Education Certificate
5. Early Childhood Special Education Certificate
6. Special Education Specialist Certificate
7. Learning Disabilities Certificate

Dakota College at Bottineau online

1. Advertising and Marketing (Certificate and AAS)
2. Accounting Technician (AAS)
3. Small Business Management (AAS)
4. Bookkeeping (Certificate)
5. Reception Services (Certificate)
6. Caregiver Services (AAS)
7. Child Development Associate (Certificate)
8. Paraprofessional Education (Certificate and AAS)
9. Medical Coding (Certificate)
10. Medical Assistant (Certificate and AAS)
11. Medical Administrative Assistant (AAS)
12. Recreation Management (AAS)
13. Urban Forest Management (Certificate and AAS)
14. Photography (Certificate and AAS)
15. Associate of Arts degree
16. Associate of Science degree
ATTACHMENT 2

MSU/DCB TUITION RATES

2018-2019 Tuition Rates

Minot Air Force Base undergraduate - $225.00/credit hour
- $234

Online Undergraduate Tuition - $225.00/credit hour
- $305.40

Online Graduate Tuition - $297.50/credit hour
- $156.30

Dakota College at Bottineau Tuition- $130.00/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.
ATTACHMENT 3
MINOT STATE UNIVERSITY/DAKOTA COLLEGE AT BOTTINEAU
TUITION FEE PAYMENT POLICIES

Refundson Class Changes—Minot State University

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—Minot State University

Any student who officially withdraws from Minot State University 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.

<table>
<thead>
<tr>
<th>Percentage of Enrollment Period</th>
<th>Refund Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 8.99% of enrollment period</td>
<td>100%</td>
</tr>
<tr>
<td>9.00 - 34.99% of enrollment period</td>
<td>75%</td>
</tr>
<tr>
<td>35.00 - 59.99% of enrollment period</td>
<td>50%</td>
</tr>
<tr>
<td>60% - 100% of enrollment period</td>
<td>No refund</td>
</tr>
</tbody>
</table>

Refunds are calculated from the day classes commence to the date of application in writing and not from the date of last attendance at classes. (Exception: inability to apply because of hospitalization or other extreme emergency.)

Refunds for Officially Withdrawing Students—Dakota College at Bottineau

Any student who officially withdraws from Dakota College at Bottineau 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.
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Refunds are calculated from the day classes commence to the date of application in writing and not from the date of last attendance at classes. (Exception: inability to apply because of hospitalization or other extreme emergency.)
Minot State University 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:

<table>
<thead>
<tr>
<th>Percentage of Enrollment Period</th>
<th>Eligibility Percentage</th>
</tr>
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<tbody>
<tr>
<td>0 to 8.99%</td>
<td>100%</td>
</tr>
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<td>50%</td>
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<tr>
<td>60% - 100%</td>
<td>No refund</td>
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</tbody>
</table>

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.