MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED STATES AIR FORCE, MOODY AIR FORCE BASE
23 FLYING TIGER WAY, SUITE 1
MOODY AIR FORCE BASE, GA 31699
AND
VALDOSTA STATE UNIVERSITY
1500 NORTH PATTERSON STREET
VALDOSTA, GA 31698
FOR
BASE EDUCATION SERVICES
AGREEMENT NUMBER 14.1

This is a Memorandum of Understanding (MOU) between the United States Air Force, Moody Air Force Base and Valdosta State University hereafter referred to as “Moody AFB” and “the institution.” Moody AFB and the institution will collectively be referred to as “the parties.”

1. AUTHORITIES: This MOU is governed by Department of Defense Instruction (DoDI) 1322.25, Voluntary Education Programs, 15 Mar 11 (incorporating Change 3, 7 Jul 14); Department of Defense Directive 1322.08E, Voluntary Education Programs for Military Personnel, 3 Jan 05 (Certified Current, 23 Apr 07); and Air Force Instruction 36-2649, Voluntary Education Program, 1 Oct 14

2. PURPOSE: This MOU provides guidelines and procedures for the delivery of educational services on Moody AFB not covered in the Department of Defense (DoD) Voluntary Education Partnership 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. It provides educational opportunities for service members, 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 Moody AFB to provide funds to the Institution that would be contrary to federal law.

3. UNDERSTANDINGS OF PARTIES:

3.1 USAF Education and Training Section (ETS) Chief will:

3.1.1 Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership MOU and the Air Force Addendum for Educational Services between Valdosta State University and Moody AFB.

3.1.2 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 Distance Learning or on the home campus.

3.1.3 Assist in obtaining temporary passes/identification cards for faculty, administrative personnel and students as required by base regulations.

3.1.4 Provide utilities for office space and classrooms. The Institution 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 Moody AFB.

3.1.5 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.
3.1.6 Provide appropriate counseling to all Airmen prior to course registration, regardless of the method of payment selected by students.

3.1.7 Provide tuition assistance for eligible Airmen enrolled in the Institution’s programs in accordance with applicable regulations, DoD Voluntary Education Partnership MOU, para 4.f, and the availability of funds.

3.2 The Institution will:

3.2.1 Offer specified [bachelor’s] degree programs on Moody AFB as listed in Attachment 1. These programs will fulfill all accepted standards and requirements established by the Institution, Moody AFB, the State of Georgia, the Southern Association of Colleges and Schools and other appropriate accrediting associations and agencies of the state of Georgia 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 36-2649, Voluntary Education Program.

3.2.2 Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership MOU and the Air Force Addendum for Educational Services between Valdosta State University and Moody AFB.

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

3.2.4 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.

3.2.5 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 and their qualifications no later than 1 October of each year.

3.2.6 Select, train, and evaluate 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.

3.2.7 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.

3.2.8 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.
3.2.9 Report 100 percent of disruptive behavior that occurs on the base during any class held by the Institution or by any Valdosta State University student or faculty member in attendance on-base to the ETS Chief within 24 hours of the event. The Institution will notify ETS Chief if a Valdosta State University student is barred from access at another base for disruptive behavior, if known, prior to registering that student for a course on Moody AFB.

3.2.10 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.

3.3 The parties understand that:

3.3.1 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.

3.3.2 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.

3.3.3 Students will be afforded registration and class placement priority as follows: active-duty military personnel, Air National Guard/Air Force Reserves personnel, DoD civilian personnel, adult family members of military personnel, military retirees, and community civilians. Additional class sections may be added to accommodate an overflow of military students.

3.3.4 Maximum class size will be 30 students, unless the base classrooms cannot accommodate that number. The desired average class size is 16 – 17 students; minimum class size will be 7 graduate or 10 undergraduate students. Classes below the minimum number of students may be cancelled at the discretion of the Institution, in coordination with the ETS Chief.

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

3.3.6 Compliance with the DoD Joint Ethics Regulation 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.

3.3.7 Neither Moody AFB nor the Institution 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).

3.3.8 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 base 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.

3.3.9 Tuition charges by the Institution for academic programs are specified in Attachment 2. A minimum of 90 day notice will be provided to ETS Chief prior to any intended changes to these rates by the Institution. The Institution will waive all computer laboratory fees if
Moody AFB provides a laboratory facility and equipment to support the Institution on-base instructional programs.

3.3.10 In the event of termination of the Institution’s program(s) on 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 academic 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.

4. PERSONNEL: Each party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1 POINTS OF CONTACT: The following point of contact (POC) will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

5.1.1 For Moody AFB:
  5.1.1.1 Primary POC: 23 WG/XPX, DSN 460-2250
  5.1.1.2 Alternate POC: 23 WG/XP, DSN 460-2235

5.1.2 For the institution:
  5.1.2.1 Primary POC: 23 FSS/FSDE, DSN 460-1617
  5.1.2.2 Alternate POC: 23 FSS/CCS, DSN 460-4195

5.2 CORRESPONDENCE: All correspondence to be sent and notices given pursuant to this MOU will be addressed, if to Moody AFB:

5.2.1 23 WG/XPX
       Bldg 115
       5090 Gardner Street
       Moody AFB, GA 31699

And, if to the institution

5.2.2. VALDOSTA STATE UNIVERSITY
       1500 North Patterson Street
       Valdosta, GA 31698

Or as may from time to time otherwise be directed by the Parties.

5.3 FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the parties nor does it make any commitment of funds or resources.

5.4 MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. 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.

5.5 DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DODI 4000.19.

5.6 TERMINATION OF UNDERSTANDING: This MOU may be terminated by either party at any time with 180 days written notice to the other party; more than 180 day 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.

5.7 TRANSFERABILITY: This Agreement is not transferrable except with the written consent of the Parties.

5.8 ENTIRE UNDERSTANDING: It is expressly understood an agreed that this MOU embodies the entire agreement between the Parties regarding the MOU’s subject matter.

5.9 EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.10 EXPIRATION DATE: This MOU expires five years from the date of signature, unless terminated, extended, or updated prior to that date in writing by Moody AFB 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.

5.11 CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed agreement which had an effective date of 10 Jun 13 between the same parties.

APPROVED:

For Moody AFB

CHAD P. FRANKS, Colonel, USAF
Commander 23d Wing

For the institution

WILLIAM J. MCKINNEY
President
Valdosta State University

Date

Date
ATTACHMENT 1
TO
BASE EDUCATION SERVICES
AGREEMENT NUMBER 14.1

Valdosta State University Degree Programs

1. Bachelor of Science in Education in Workforce Education and Development

2. Master of Education in Workforce Education and Development

3. Master of Public Administration
ATTACHMENT 2
TO
BASE EDUCATION SERVICES
AGREEMENT NUMBER 14.1

Tuition Rates


$169.93 per credit hour
$40.00 Application Fee
$25.00 Graduation Fee
$295.00 Institutional Fee ($147.50 if 4 total hours or less) (Waived if students are Active military using TA)
$65.00 Technology Fee (Waived if students are Active military using TA)
$169.00 eCore
$250.00 eTuition and eMajor
ATTACHMENT 3
To
BASE EDUCATION SERVICES
AGREEMENT NUMBER 14.1

Tuition Refund Policy

http://www.valdosta.edu/administration/finance-admin/financial-services/students/services/refunds-and-withdrawals.php.

1. Students officially withdrawing from Valdosta State University after paying fees for the term will be issued a 100% refund for tuition, mandatory fees, campus housing and meal plans, PROVIDED THE OFFICIAL WITHDRAWAL OCCURS NO LATER THAN THE LAST OFFICIAL DAY OF DROP/ADD FOR REFUNDS. STUDENTS OFFICIALLY WITHDRAWING FROM ALL CLASSES AFTER THE OFFICIAL DROP/ADD DAY WILL RECEIVE A REFUND BASED UPON THE FOLLOWING BOARD OF REGENTS REFUND POLICY:

2. The refund amount shall be based on a pro rata percentage determined by dividing the number of calendar days in the semester that the student completed by the total calendar days in the semester. The total calendar days in a semester includes weekends, but excludes scheduled breaks of five or more days and days that a student was on an approved leave of absence. The unearned portion shall be refunded up to the point in time that the amount earned equals 60%.

3. Students who withdraw when the calculated percentage of completion is greater than 60% are not entitled to a refund of any portion of institutional charges.

4. A refund of all non-resident fees, matriculation fees, and other mandatory fees shall be made in the event of the death of a student at any time during the academic session.

5. Housing fees, post office box fees and music fees are non-refundable fees. Refunds of elective charges upon withdrawing from the institution during a term will be made on a prorated basis determined by the date of withdrawal. FLEX charges are only refundable to the extent they are unspent.

6. It is the student's responsibility to withdraw officially in accordance with university regulations that are set out in this schedule. Students receiving financial aid monies will have their refunds restored to the following programs in this precise order: outstanding balances on Federal non-subsidized loans, Federal subsidized loans, PLUS loans, Pell, SEOG, other Title IV student assistance programs (including LEAP), HOPE, private scholarships and finally, to the student.

7. Refunds due to the student will be ordered first to the original method of payment (cash, check or credit card) and then directly to the student (if necessary). If multiple credit cards are used, we will process refunds on a first in – first out basis (based on transaction amounts).
8. No refunds on reduction in academic loads or student services are allowed unless such reductions are necessitated by schedule changes initiated by the University. Students suspended or expelled for disciplinary reasons are not entitled to a refund of any deposits or fees paid. Students who are asked to vacate their residence hall rooms as a result of disciplinary actions (but who are allowed to continue attending classes) are not eligible for a refund of that term's room rent.

9. The refund policy, as stated above, applies to total withdrawals for Fall and Spring Semesters. Please contact the Office of Student Accounts in the Bursary for Summer Refund information.

10. Additional information about refunds and refund policies are available, upon students' request, in the Office of Student Accounts in the University Bursary located at 1200 N. Patterson Street.

11. If you have any questions, please call the Bursary at 229-333-5725 or 1-800-618-1878 (option 6).