

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MOU) FOR BASE EDUCATION SERVICES

BETWEEN

**THE NEW JERSEY AIR NATIONAL GUARD
177TH FIGHTER WING, EGG HARBOR TOWNSHIP, NEW JERSEY**

AND

STOCKTON UNIVERSITY

This MOU is between:

177th Fighter Wing, NJANG
400 Langley Road
Egg Harbor Township, NJ 08234

and

Stockton University
101 Vera King Farris Drive
Galloway, NJ 08205

1. PREAMBLE:

a. Providing access to quality postsecondary education opportunities is a strategic investment that enhances the U.S. 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 DoD to sponsor postsecondary educational programs using a variety of learning modalities that include instructor-led courses offered both on- and off-installation as well as distance learning (DL) options. All are designed to support the professional and personal development and progress of Service members and the DoD civilian workforce. Stockton University has become a partner in this objective by making its programs available for use in connection with the Air Force Voluntary Education program.

b. Making these postsecondary programs available to the military community as a whole further provides Service members, their eligible family members, DoD civilian employees, and military retirees ways to advance their personal education, career aspirations and prepares them for future career and technical pursuits, both inside and outside of the Department of Defense. This helps strengthen the Nation by producing a well-educated citizenry and ensures the

availability of a significant quality-of-life asset that enhances recruitment and retention efforts in an all-volunteer force.

2. PURPOSE:

a. This MOU articulates regulatory and governing directives and instructions: Eligibility of DoD recipients is governed by Federal law, DoD Instruction (DoDI) 1322.25, DoD Directive 1322.08E, and the cognizant Military Service's policies, regulations, and fiscal constraints.

b. This MOU covers courses delivered by Stockton University on the 177th Fighter Wing through all modalities. These include, but are not limited to, classroom instruction, distance education (e.g., Web-based, CD-ROM, or multimedia) and correspondence courses.

c. 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.

3. RESPONSIBILITIES:

a. 177 FW BASE EDUCATION AND TRAINING SECTION WILL:

(1) Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership MOU and the Air Force Addendum for Educational Services between Stockton University and the NJANG.

(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. Stockton University 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 NJANG or the 177th Fighter 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 or other NJANG education entitlements for eligible Airmen enrolled in the Institution's programs in accordance with applicable regulations.

b. STOCKTON UNIVERSITY WILL:

(1) Offer specified degree programs on the 177th Fighter Wing as listed in Appendix B. This program will fulfill all accepted standards and requirements established by the Institution, the state of New Jersey, its agencies and all other appropriate accrediting associations and agencies of the state of New Jersey having jurisdiction over the programs offered by the Institution.

(2) Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership MOU and any applicable Addendums.

(3) Provide program administrator(s) and office staff, as required, to manage the Stockton University on-base programs. The Base Education and Training Section may provide input regarding such selections. Counseling and advisement services, as required to support Stockton University programs, will also be provided. Program administrators will coordinate with the Base Education and Training Manager when establishing office hours to ensure participants in the program 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 compatibility to established academic standards. The Institution will sustain all costs associated with these visits and will provide the Base Education and Training Manager 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 Base Education and Training Manager 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 the 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/orientation as required for base security and Force Protection.

(7) Inform the Base Education and Training Manager in writing before the class start date of any cancellations. The Institution representative and Base Education and Training Manager (or designated representative) will work together to find classes available through other mediums for the students enrolled in the cancelled classes.

(8) Provide enrollment statistics to the Base Education and Training Manager within two weeks after the term end date. Statistics will include the number of active duty, guard/reserve personnel, DoD civilian and military dependents enrolled. 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 Stockton University, or by any student/faculty member in attendance on-base to the Base Education and Training Manager within 24 hours of the event. The Base Education and Training Manager or Stockton University will notify the other party if a student is barred from access the base or another base, if known, prior to registering that student for any courses.

(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 the academic programs under this MOU.

4. 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. The 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 and dual status Title 32 military members will be afforded priority registration and class placement. 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 Base Education and Training Manager.

(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 Stockton University 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 within 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 payment of salaries. In the event that war, natural disaster, acts of God, or other matters beyond the control of the Installation prevents compliance with the provisions of this MOU, this MOU may be suspended.

(9) In the event of termination of the Institution'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 the Base Education and Training Manager of the provisions and options that will be implemented to ensure a smooth transition to another program or degree completion, as appropriate.

(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 or Air National Guard facilities, equipment, supplies, and services by the Institution. 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 New Jersey law, the Institution will hold the United States Government harmless from any claims arising out of acts or omissions of the Institution, its agents, representatives, officers and employees.

6. REVIEW, MODIFICATIONS, SIGNATURES, EFFECTIVE DATE, EXPIRATION DATE, AND CANCELLATION PROVISION

a. Review. The signatories (or their successors) will review this MOU periodically in coordination with the Services, but no less than every 5 years, to consider items such as current accreditation status, updated program offerings, and program delivery services.

b. Modifications. Modifications to this MOU will be in writing and, except for those required due to a change in State or Federal law, will be subject to approval by both of the signatories below, or their successors.

c. Signatures. The authorized signatory for the 177th Fighter Wing will be designated by the Installation Commander. The authorized signatory for the educational institution will be determined by the educational institution.

d. Effective Date. This MOU is effective on the date of the later signature.

e. Expiration Date. This MOU will expire 5 years from the effective date, unless terminated or updated prior to that date in writing by DoD or the educational institution.

f. Cancellation Provision. This MOU may be cancelled by either the 177th Fighter Wing or the educational institution 30 days after receipt of the written notice from the cancelling party. In addition, termination and suspension of an MOU with an educational institution may be done at any time for failure to follow a term of this MOU or misconduct in accordance with subsection 1r of Enclosure 3 of DoDI 1322.25.

FOR THE 177TH FW:

BROWN.DIANA.M Digitally signed by
BROWN.DIANA.MARIA.1011603897
Date: 2020.05.19 08:52:23 -0400'
ARIA.1011603897

DESIGNATED SIGNATORY
19 May 2020
DATE

FOR THE EDUCATIONAL INSTITUTION:



PRESIDENT or Designee
5-26-2020
DATE