



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL  
462 NW HAMILTON ROAD, SUITE 120  
FORT SILL, OKLAHOMA 73503

JUL 13 2018

**MEMORANDUM OF AGREEMENT BETWEEN  
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL  
AND  
AMERICAN MILITARY UNIVERSITY (AMU)  
FOR  
ON POST-SECONDARY EDUCATION**

**SUBJECT:** On Post-Secondary Education on Fort Sill, (IM-W91WZ7-18MOA/MA08).

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and American Military University (AMU). When referred to collectively, the USAG/IMCOM and AMU are referred to as the "Parties." USAG/IMCOM, Fort Sill is referred to as the "Garrison."

**1. AUTHORITIES:**

1.1. AR 621-5, para 2-9d, 2-9e, and 2-11a, (Army Continuing Education System, (ACES), 11 July 2006.

1.2. DoDD 1322.8E, (Voluntary Education Programs for Military Personnel), 3 January 2005.

1.3. DoDI 1322.25 (Voluntary Education Programs), 15 March 2011, change 2, 23 May 2014, and change 3, 7 July 2014.

1.4. DoDI 4000.19, (Support Agreements), 25 April 2013.

1.5. AR 25-50, (Preparing and Managing Correspondence), para 2-6, 17 May 2013.

1.6. 38 United States Code 104, (Veterans' Benefits).

1.7. 32 CFR 552.62, (Advertising Rules and Educational Programs).

**2. PURPOSE:** To set forth the conditions under which AMU staff have permission to access Fort Sill and conduct Team Sill Leadership Academy (TSLA) on-post, on-duty courses for Soldiers, Service members, their Families, and Army Civilians in support of total Army goals.

**3. BACKGROUND:** AR 621-5 and DoDI 1322.8E specify the establishment, conduct, and termination procedures that Fort Sill implements to provide Soldiers and Service-Members access to secondary and post-secondary education programs and services.

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In order to meet regulatory and legal requirements, Fort Sill must have assistance from civilian educational institutions. DoDI 1322.25 establishes the requirement for an MOA from all educational institutions providing educational programs on military installations.

#### **4. RESPONSIBILITIES OF THE PARTIES.**

##### **4.1. The Garrison will –**

4.1.1. Admit staff members and customers onto the installation that provide the identification as may be required by the Provost Marshall, IMCOM or DoD Policy or regulation. All personnel entering Fort Sill will undergo background screening at the Visitor Control Center (VCC) prior to being granted access, be in compliance with Fort Sill policies and regulations, and with the laws of the State of Oklahoma, and will be subject to search under Federal regulations.

4.1.2. Provide and maintain a physically secure office/counseling space in the Welcome Center, Building 4700, 5<sup>th</sup> Floor, including utilities (excluding commercial telephone service) for an on-post coordinator/advisor and clerical staff.

4.1.3. Provide sufficient classroom facilities at no additional cost to institution, for the conduct of authorized on-post programs. Adequate dry-wipe board space, audio-visual equipment, suitable furniture, adequate lighting, heating, cooling and ventilation will be provided when available.

4.1.4. Publicize and promote the Team Sill Leadership Academy program through on-post media to help secure enrollments for on-post courses.

4.1.5. Conduct periodic assessments to ascertain changes in program and course requirements and make appropriate assessment results available to the institution.

4.1.6. Agree that Army Continuing Education System personnel are prohibited from participating in the institutional hiring process.

4.1.7. Not waive the right to make a claim against the institution after a determination of negligence or misconduct by the institution, or its agent is rendered by a law enforcement agency or other appropriate agency.

##### **4.2. American Military University will –**

4.2.1. Provide on-post, on-duty courses leading to personal and professional development offered through the Team Sill Leadership Academy (TSLA) at no cost to the Garrison. These courses are for Service members, Department of the Army (DA) Civilians, and family members on a space-available basis. Course instruction will be conducted Monday through Friday between the hours of 0830 and 1630 excluding federal holidays. One college credit is awarded by AMU for each successfully completed TSLA course of instruction that is a minimum of 16 contact hours in length.

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Credit earned through the completion of TSLA courses can be used as undergraduate lower level elective credit towards applicable AMU online degree programs.

4.2.2. Request approval of the Education Services Officer (ESO) for any services provided by AMU, on post, not clearly covered in this MOA.

4.2.3. Not change programs (neither additional degree programs will be offered nor stated programs deleted) without an amendment of this MOA that has been signed by both AMU and the Fort Sill Garrison Commander, or his/her designated representative.

4.2.4. In the event of termination of this MOA, every reasonable effort will be made to assist to students who may be affected by the program termination in their placement and transfer of credits to other college programs.

4.2.5. Not use unfair, deceptive, and abusive recruiting practices.

4.2.6. Provide student support services regarding the Team Sill Leadership Academy program to Service members and their Families.

4.2.7. Ensure compliance with dodmou.com website requirements. Must be listed as a participating institution and comply with all requirements.

4.2.8. Contact the ESO, to coordinate permission for any additional requests, and/or updates to services not clearly covered in this MOA.

5. **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.

6. **GENERAL PROVISIONS:**

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

6.1.1 For the Garrison.

6.1.1.1. Carleen Pilcher, Assistant Installation Agreement Manager (IAM) at (580) 442-3111 or [carleen.i.pilcher.civ@mail.mil](mailto:carleen.i.pilcher.civ@mail.mil).

6.1.1.2. Michael Dodds, Education Services Officer, at (580) 442-6525 or [michael.i.dodds2.civ@mail.mil](mailto:michael.i.dodds2.civ@mail.mil).

6.1.2. For American Military University.

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6.1.2.1. Edward Mounts, Education Coordinator, Central Region (580) 442-2060 or [emounts@apus.edu](mailto:emounts@apus.edu).

6.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA may be mailed to the following addresses.

6.2.1. To the Garrison. Ms. Elva Madrigal, Installation Agreements Manager (IAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 NW Hamilton Road, Fort Sill, OK 73503-9004.

6.2.2. To American Military University. Mr. Edward Mounts, 4700 Mow Way Road, 5<sup>th</sup> Floor, Fort Sill OK 73503.

6.3. **REVIEW OF AGREEMENT:** This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety. Minor changes may be made any time by correcting the existing document or attaching an addendum, relevant Parties must initiate changes in coordination with the Garrison Agreements Office.

6.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative.

6.5. **DISPUTES:** Any disputes-relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

6.6. **TERMINATION OF AGREEMENT:** This MOA may be terminated by either Party by giving at least 90 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. **TRANSFERABILITY:** This Agreement is not transferable except with the written consent of the parties. The document survives the departure or position change of any of the signatories.

6.8. **ENTIRE AGREEMENT:** It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last Party signs. It remains in effect for nine years or until canceled by mutual agreement or until canceled by 90 days written notice to the other Party.

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7. **AGREED:**

For American Military University

For the Garrison



DR. VERNON C. SMITH  
Provost  
American Military University

7/12/2018

(Date)



SAMUEL W. CURTIS  
COL, SF  
Garrison Commander

13 July 2018

(Date)