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

REPLY TO
ATTENTION OF:

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL AND WEBSTER UNIVERSITY (WU) FOR

SUBJECT: On Post Secondary Education Institutions on Fort Sill (MW01).

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and Webster University (WU). When referred to collectively, the USAG/IMCOM and WU 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 Unites 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 WU staff have permission to access Fort Sill and conduct on-post college courses for Soldiers, Service members, and 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. In order to meet regulatory and legal requirements, Fort Sill must have assistance from civilian educational institutions. DoDI 1322.25 establishes new criteria for tuition

assistance (TA) and the requirement for a memorandum of agreement (MOA) from all educational institutions providing educational programs through the DoD TA Program.

4. RESPONSIBILTIES OF THE PARTIES.

4.1. The Garrison will –

4.1.1. Admit onto the installation, institutional faculty and staff members with such identification as may be required by the Provost Marshal. All vehicles entering the installation shall be in compliance with the laws of the State of Oklahoma and are subject to search under Federal regulations. Vehicles owned by the institution will be clearly marked as such.

4.1.2. Provide and maintain a physically secure office/counseling space in the Welcome Center, Building 4700, 5th 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 educational programs through on post media to help secure enrollments for on-post courses.

4.1.5. Conduct periodic assessment 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. Webster University will –

4.2.1. Provide courses leading to personal and professional development for enlisted, Noncommissioned Officers, Officers, Service members, their Families, and Army Civilians. These include Master of Business Administration, Master of Arts in Human Resources, Master of Arts in Information Technology Management, and Master of Arts in Management and Leadership. These courses will be offered in evening, and/or weekends to accommodate varied off duty schedules.

4.2.2. Request approval of the Education Service Officer (ESO) for any services provided by WU, 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 WU and the Fort Sill Garrison Commander, or his/her designated representative.

4.2.4. In the event of termination of this MOA, every effort will be made to provide assistance to students who may be affects by the program termination in their placement and transfer of credits to other college programs. A "teach-out" phase for students nearing completion of their degree requirements will be in IAW DoDI 1322.8E.

4.2.5. Provide meaningful information to students about financial cost and attendance at institution allowing military students to make informed decisions.

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

4.2.7. Provide academic and student support services to Service members and their Families.

4.2.8. Ensure compliance with dodmou.com website requirements when planning to offer tuition assistance. Must be listed as a participating institution and comply with all requirements.

4.2.9. 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, (580) 442-3111 or carleen.l.pilcher.civ@mail.mil.

6.1.1.2. Michael Dodds, (580) 442-6525 or michael.j.dodds2.civ@mail.mil.

6.1.2. For Webster University. Sandra Kunz, (580) 353-5766 or sandrakunz41@webster.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. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 NW Hamilton Road, Fort Sill, OK 73503-9004.

6.2.2. To Webster University. Ms. Sandra Kunz, 4700 Mow Way Road, 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.

6.4. **MODIFICATION OF AGREEMENT:** This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative. Each Party shall provide sufficient advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

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.

6.10. **EXPIRATION DATE:** This Agreement expires nine years after the last date signed below.

6.11. **CANCELLATION OF PREVIOUS AGREEMENT:** This MOA cancels and supersedes the previously signed agreement between the same parties with the subject Support of on Post College Courses to Provide Soldiers an Opportunity to Complete Degree Requirements, Agreement #MW01 dated 4 Feb 14.

7. **AGREED:**

For Webster University

DR. JULIAN Z. SCHUSTER
Provost, Senior Vice President
And Chief Operating Officer
Webster University

8/28/14
(Date)

For the Garrison

THOMAS R. KELLY
Deputy Garrison Commander

3 SEP 2014
(Date)