



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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNITED STATES ARMY GARRISON (USAG)/IMCOM, FORT SILL  
AND  
CHOICE CAREER COLLEGE**

**SUBJECT:** Choice Career College (CCC) Robotics Computer Numerical Control (CNC) Certification Program on Fort Sill (PC05)

This is a Memorandum of Agreement (MOA) between the USAG/IMCOM, Fort Sill, and Choice Career College (CCC). When referred to collectively, the USAG/IMCOM, and CCC are referred to as the "Parties". USAG/IMCOM, Fort Sill is referred to as the "Garrison".

**1. AUTHORITIES:**

1.1. 10 USC 1143(e) allows eligible Service Members to participate in educational training programs.

1.2. Section 225 of Public Law 112-56, the Veterans Opportunity to Work (VOW) to Hire Hero's Act of 2011, amends 10 USC 1144 which states that the Secretary of Defense may permit a member of the armed forces eligible for assistance under the program to participate in an apprenticeship program registered under the Act.

1.3. AR 621-5, Army Continuing Education System, (ACES) 11 July 2006.

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

1.5. DoDI 1322.29, Instruction 1322.29, Job Training Employment Skills Training Apprenticeships and Internships (JTEST-AI) for eligible Service Members, 24 Jan 14.

1.6. DoD Directive-type Memorandum (DTM) 12-007, Implementation of Mandatory Transition Assistance Program Participation for eligible Service Members, 21 Nov 12, incorporating change 2, effective 10 Apr 14.

1.7. DoDI 1322.25, Voluntary Education Programs, incorporating change 3, effective 07 July 14.

**2. PURPOSE:** To set forth the conditions under which CCC and staff have permission to access Fort Sill in order to provide robotics programming certification on Fort Sill at no cost to the Service Member (SM) or the Fort Sill Garrison. The program will be a two (2)

SUBJECT: Choice Career College (CCC) Robotics Computer Numerical Control (CNC) Certification Program on Fort Sill (PC05)

week job skill certification program. The SM will be trained and certified to program and operate robotic components.

### **3. PARTIES INVOLVED**

3.1. Fort Sill is a United States Army installation located in and around Lawton, Oklahoma.

3.2. Choice Career College is a state of the art learning center with its main campus located in Des Plaines Illinois . CCC provides a quality education to students who will be able to compete in industry by possessing skills that make them an asset to any organization in which they work. CCC has been approved by FANUC America as a FANUC Certified Education Computer Numerical Control (CNC) Training facility.

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

#### **4.1. The Garrison will –**

4.1.1. Admit onto the installation, institutional staff members with such 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 laws of the State of Oklahoma and will be subject to search under Federal regulations.

4.1.2. Designate a Garrison representative to maintain continuing liaison with the designated CCC liaison representative while scheduled classes are in session and during scheduled breaks between class offerings.

4.1.3. Oversee the execution and scheduling of class sessions of the CCC robotics CNC program.

4.1.4. Identify and conduct screening for all students who qualify to participate in the CNC program. Selection will be made from a list of eligible SM's, Dependents and Veterans.

4.1.5. Allow access to the Soldier For Life Training Complex (SFLTC) or like facility and provide classroom to accommodate students. Classroom space will include a smartboard, a table for supplies and lockable storage area for mobile training unit (robot). CCC is responsible to provide at their own cost commercial internet/hot spot and laptop computers if needed.

4.1.6. Allow instructor use of break room area during course scheduled dates, and use of a storage area (if needed) to secure personal belongings for students while outside the classroom training is being conducted.

SUBJECT: Choice Career College (CCC) Robotics Computer Numerical Control (CNC) Certification Program on Fort Sill (PC05)

4.1.7. Ensure the training facility provides reasonable training place accommodations for any participating SM with disabilities.

4.1.8. 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. **Choice Career College will –**

4.2.1. Appoint a liaison to directly coordinate, and designate a CCC training facility representative to maintain liaison with the Garrison liaison representative.

4.2.2. Upon SFLTC screening completion and identification of students, will issue user name and password to students to complete phase 1 of the Computer Based Training (CBT), which consists of 3 CBT courses and exams.

4.2.3. Provide job skill training services in conformity with mutually established goals that meet with Fort Sill, the Army, and CCC's vocational guidelines.

4.2.4. Assume overall responsibility for the execution of the Computer Numerical Control (CNC) program. CCC will provide a dedicated training team, qualified instructors, training material, and equipment, and programmable robot for classroom and lab portion of the training. CCC will be responsible for maintenance and repair of their own equipment.

4.2.5. Provide necessary staff to handle screening and registration procedures general supervision of the program.

4.2.6. Provide the Fort Sill Garrison all URL addresses needed for access to CCC servers.

4.2.7. Provide program metrics to the Garrison. The Garrison quarterly metrics will include, course start date and end date, number of students enrolled in the course, number of students that completed the course, and number of job placements if applicable; including the referral and job location of the CCC graduate. A quarterly meeting will be scheduled to discuss results of the program. CCC will also provide an annual course plan to the Soldier for Life Training Complex (SFLTC) Program Manager within 30 days of the start of the first class for that calendar year. Instructors will also maintain attendance records for the purposes of Command control for all class sessions. Reports will be provided to USAG Directorate of Human Resources (DHR) SFLTC Program Manager no later than 10 days upon course completion.

4.2.8. Provide full funding of the CNC training program and pay in advance (quarterly) for CCC's proportional share of utilities and custodial services at the provided

SUBJECT: Choice Career College (CCC) Robotics Computer Numerical Control (CNC) Certification Program on Fort Sill (PC05)

facility in accordance with attachment A. Reimburse by advance payment for any modifications, upgrades or mission unique services to conduct the training class.

4.2.9. Commits that completion of this program is likely to result in employment with outside industry integrators, and will make an effort to provide an interview through referral process to SMs who successfully complete the CNC training certification program.

4.2.10. Coordinate as necessary with Teamsters to ensure integrator job postings for CNC qualified students and robotic type positions are listed on the Teamster Military Assistance Program (TMAP) Reference library website for easy access.

## 5. All Parties will –

5.1. Agree the Garrison liaison and CCC liaison will maintain close contact and notify each other as soon as possible of any adjustment required to class schedules.

5.2. Comply with installation emergency management plans and Installation Winter Storm Plan. The Garrison will notify CCC of all facility/post closures due to holidays, inclement weather, real time exercise, or emergency closure, and Force Protection access standards.

5.3. Agree to inform the Public Affairs Office (PAO) when any off post media coverage is involved or other media releases. All photos and testimonials must be provided to PAO and obtain PAO approval prior to release. CCC may not invite media coverage without PAO approval.

5.4. Agree to a screening process for SMs to become students. First screenings will be made by the Garrison, then CCC will interview and make final selection of students to attend CNC training.

6. **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.

## 7. GENERAL PROVISIONS:

7.1. **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.

7.1.1. For the Garrison.

7.1.1.1. Winona Morris, Garrison Support Agreement Manager,  
[Winona.f.morros.civ@mail.mil](mailto:Winona.f.morros.civ@mail.mil) or (580) 442-3560.

SUBJECT: Choice Career College (CCC) Robotics Computer Numerical Control (CNC) Certification Program on Fort Sill (PC05)

7.1.1.2. Carleen Pilcher, [carleen.l.pilcher.civ@mail.mil](mailto:carleen.l.pilcher.civ@mail.mil) or (580) 442-3111.

7.1.2 For Choice Career College: John Tucker, [jstrayer2@msn.com](mailto:jstrayer2@msn.com) or (912) 614-6218.

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

7.2.1. To the Garrison. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 Hamilton Road, Fort Sill, OK 73503-9004.

7.2.2. To CCC. John Tucker, 2250 E. Devon Ave. Suite 100A, Des Plaines

7.3. **REVIEW OF AGREEMENT:** This MOA will be reviewed triennially on or around the anniversary of its effective date.

7.4. **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.

7.5. **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.

7.6. **TERMINATION OF AGREEMENT:** This MOA may be terminated by either Party by giving at least 180 days notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties. See effective date below.

7.7. **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.

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

7.9. **EFFECTIVE DATE:** This MOA takes effect beginning on the day after the last Party signs. It remains in effect for nine years or until cancelled by mutual agreement or until canceled by 180 days written notice to the other Party.

8. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Oklahoma.

SUBJECT: Choice Career College (CCC) Robotics Computer Numerical Control (CNC) Certification Program on Fort Sill (PC05)

## 9. FINANCIAL DETAILS:

9.1. **AVAILABILITY OF FUNDS:** This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished by check. Any orders from public non-Federal customers are required in advance. Acceptance of a customer order requires that the performing activity agrees in writing to perform the work for the ordering (customer) activity.

9.2. **BILLING:** The Garrison will bill CCC on a quarterly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to CCC within 30 days before the quarter in which the transaction will occur.

9.3. **PAYMENT OF BILLS:** The CCC paying office will forward payments, along with a copy of billed invoices and this Agreement number (PC05) to the Garrison Budget Office within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

9.4. **FINANCIAL SPECIFICS:** See Attachment A for all other details and information on the reimbursable support identified. No provision of this agreement shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC 1341.

10. **NON-ENDORSEMENT:** In accordance with the Joint Ethics Regulation (JER), USAG IMCOM Fort Sill is prohibited from endorsing or implying to endorse any non Federal entity, event, product, service or enterprise. The Parties recognize that this Agreement does not represent USAG IMCOM Fort Sill endorsement of any other party to this Agreement. All parties agree that they will not use the other parties name, logo or pictures of Service Members or employees without the express written consent of both CCC and PAO.

11. **LIABILITY:** The United States Army (Army) is self-funded for liability purposes. CCC is solely responsible for any injury, damage, or loss sustained or incurred by any person as a result of any course of activity requirement, demonstration or exercise, or by the acts or omissions of their employees. CCC agrees that it will fully indemnify the Army and or the United States Government for any loss, judgment, or expense resulting from any action filed against it or them in any jurisdiction arising from activities for which CCC is solely responsible.

12. **NO WAIVER.** No failure to exercise, and no delay in exercising any right, power or remedy hereunder on the part of the Army, USAG Fort Sill, CCC shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing

SUBJECT: Choice Career College (CCC) Robotics Computer Numerical Control (CNC) Certification Program on Fort Sill (PC05)

and shall be operative only for the time and to the extent expressly provided by the Army, USAG Fort Sill, the CCC therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. Nothing in this agreement shall be construed as a waiver of any sovereign immunity of the Army or USAG Fort Sill.

13. AGREED:



GLENN A. WATERS  
COL, FA  
Garrison Commander

31 December 2015  
(Date)



JOHN E. TUCKER  
President and CEO  
Choice Career College

28 JANUARY 2016  
(Date)

## ATTACHMENT A

### Financial Details for a Reimbursable MOA

1. Reimbursable support accounted for below: areas identified for reimbursement, but not limited to, are electric, water, gas, refuse, sewage, custodial, and cable. Any modifications or upgrades to utilities, building modifications, fire support, and hazardous waste accidents are also reimbursable but will be identified and billed per specific occurrence.

2. Choice Career College (CCC) will initially be given classroom space for a two (2) week robotics numerical control course several times per year. Associated costs for two weeks of classroom training are estimated to be \$138.00 per course offering.

3. Financial Points of Contact:

Supplier: Garrison Resource Management Office, Budget Office, 462 NW Hamilton Road, Suite 106, Fort Sill, OK 73503. Identify Agreement PC05 on correspondence.

Receiver: CCC, John Tucker, [jstrayer2@msn.com](mailto:jstrayer2@msn.com) (912) 614-6218. 2250 E. Devon Ave, Suite 100A, Des Plaines Illinois 60018. Identify Agreement PC05 on correspondence.

Incidents/occurrences caused by CCC which require fire support or hazardous waste response will be a reimbursable expense. If necessary, fire support rates will be as follows:

Fort Sill Fire & Emergency Services. Cost methodology for CCC reimbursement. Objective: Outline reimbursement strategy for CCC. Methods and objectives based on other privatization efforts.		
	<b>Explanatory material</b>	<b>This document outlines the basic emergency responses and the resources needed for each. Detailed explanations are below. The basic concept is that the Fire sheets document standard responses and the resources required based on OSHA, DOD, and Army Requirements. This document neither mandates that amount of equipment for each emergency nor do they limit the response to the estimated mix of manpower and equipment. Senior Officials retain the authority to deviate from these planning estimates at any time.</b>
<b>Column or sheet</b>	<b>Information</b>	
	<b>Basic Calculation</b>	<b>(FEMA cost x number of vehicles) + (Labor Rates of responders) + (Admin cost of \$25) = Hourly rate for the specific emergency</b>
	Types of Emergencies	Listed are the basic types of emergencies which necessitate a different mix of manpower and equipment.

	Vehicle number required	Based on preplanned SOPs, Plans, or regulations					
	Vehicle Cost	The 2010 FEMA Schedule of Reimbursement rates will be used.					
	# of personnel	Based on preplanned SOPs, Plans, or regulations. The estimated number of Firefighters, Medics, and supervisors for each type of emergency.					
	Labor Rates	Civ pay costs are figured as an hourly rate based on USAG Fort Sill Firefighter Rates. It is the mid-range rate of each position.					
	Administrative Costs	The administrative costs are a set fee. It is based on the time spent per emergency for required labor such as 911 or emergency call processing, emergency communications, required documentation such as log books, National Fire Incident Reports, Blotter Report, and other Fire, EMS, and Police Reports.					
	Total Costs	The total cost is an estimate only. It is based on a per hour rate for vehicles and personnel plus a set fee for administrative costs. These costs will be calculated for each emergency based on the actual time spent on the Quarterly Response Reports.					
Rates							
Position/Vehicle	Hourly Rate						
Fire Inspector	\$20.00	Chief Officer		\$26.99			
Chief-2 (Command)	\$27.00	Captain		\$20.19			
Fire Truck	\$80.00	Driver		\$19.31			
Truck, Fire Ladder	\$150.00	Firefighter		\$18.24			
Haz Mat	\$70.00	Fire Inspector		\$22.40			
* Haz Mat unit not listed by FEMA, so we used the least expensive fire truck rate (pumper)							
* Labor Rates for emergency responders are that of Organic resources (Fort Sill Fire Firefighters)							
* Labor Rates for Fire Inspectors are that of Organic resources (Fort Sill Fire Inspectors)							