



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, US ARMY GARRISON, FORT BRAGG  
2175 REILLY ROAD, STOP A  
FORT BRAGG NORTH CAROLINA 28310-5000

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DEPARTMENT OF DEFENSE (DoD)  
AND  
FAYETTEVILLE STATE UNIVERSITY (FSU)  
FOR  
CONTINUING EDUCATION – FAYETTEVILLE STATE UNIVERSITY  
MOU-W36Q1T-17296-079

This is a Memorandum of Understanding (MOU) between the Department of Defense (DoD) and Fayetteville State University (FSU). When referred to collectively, the DoD and FSU are referred to as the "Parties".

1. **BACKGROUND:** FSU is an academic institution composed of the Fayetteville, NC Campus, and is accredited by the Southern Association of Colleges and Schools, Commission on Colleges, (404) 679-4512, <http://www.sacscoc.org> to award degrees at the Bachelor and Master degree levels. The Southern Association of Colleges and Schools, Commission is recognized by the U.S. Department of Education and the accreditor for higher education institutions.

2. **AUTHORITIES:**

2.1. DoDI 1322.25, Voluntary Education Program, 15 March 2011.

2.2. AR 621.5, Army Continuing Education System, 11 July 2006.

3. **PURPOSE:** The purpose is to recognize formally the affiliation between the Headquarters XVIII Airborne Corps and Fort Bragg and FSU in providing educational services to potential or enrolled students on US Army Garrison (USAG) Fort Bragg, North Carolina.

4. **UNDERSTANDING OF THE PARTIES:**

4.1. The USAG Fort Bragg will –

4.1.1. Maintain a continuing liaison with the designated FSU representative and be responsible for inspections and the acceptance of FSU services

4.1.2. Provide assistance to the FSU representative to provide military and Army culture orientation to FSU personnel.

4.1.3. Provide library materials and services to support FSU's on-post program as able. The Fort Bragg Post Library is available to all Soldiers and their Family members possessing a current identification card. Civilians may use the facility, but not check materials out of the library.

4.1.4. Provide audio-visual equipment such as overhead projectors, CD players, or equivalent type equipment, when available, to supplement classroom instructor.

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4.1.5. Provide use of computer laboratories when needed, and if available, to conduct FSU classes.

4.1.6. Assist FSU in obtaining installation passes for faculty and administrative personnel as required by Fort Bragg.

4.1.7. Provide FSU Site Director with projected classrooms for the next semester or term, 90 days prior to registration.

4.1.8. Meet periodically with the FSU representative or when either the Education Services Officer (ESO) or FSU representative requests a meeting. These meetings will be held quarterly at a minimum.

4.1.9. Publicize and promote FSU services using installation media outlets.

4.1.10. Keep FSU apprised of installation policies, guidelines, and situational conditions.

4.1.11. Agree to allow students, other than those on active duty, the right-to-enroll in courses taught on-post, provided these students satisfy local security and installation access to courses held on the installation.

4.2. FSU will –

4.2.1. Offer the following degree programs at Fort Bragg:

4.2.1.1. B.S. Criminal Justice.

4.2.1.2. B.A. Political Science concentration in Public Administration.

4.2.1.3. B.A. Intelligence Studies.

4.2.1.4. B.S. Professional Studies.

4.2.1.5. B.S. Birth to Kindergarten (BK) Non-Teaching.

4.2.1.6. B.A. Sociology.

4.2.1.7. B.A. History.

4.2.1.8. M.A. Sociology.

4.2.1.9. M.B.A. Master of Business Administration with Specializations.

4.2.1.10. M.A. Teaching Special Education.

4.2.1.11. M.A. Teaching Middle Grade Education-Science Concentration.

4.2.1.12. M.A. Teaching Middle Grade Education-Mathematics Concentration.

Some courses must be completed on campus.

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4.2.2 Conduct only courses or programs approved by its accrediting agencies. All credit for courses will be the same as those offered on the main campus, and the courses will satisfy residency requirements.

4.2.3. Comply with Chapters 30, 31, 32, 33, 34, and 35 of Title 38 U.S.C., and Chapters 106 and 107 of Title 10 U.S.C.

4.2.4. Fulfill this MOU addendum without reassigning or contracting any portion of the work associated with the academic program to another agency.

4.2.5. Deliver a complete program of instruction to include courses, enrollment, educational advisement to all students and administrative and clerical support services for the programs cited in section 4.2 of this MOU. The programs cited in section 4.2 are the only programs covered by this MOU. Additional programs will not be offered, nor will stated programs be deleted without an amendment of the MOU signed by the FSU and the Fort Bragg Garrison Commander. FSU may provide a source for information on FSU programs outside of paragraph 4.2 when asked by their students.

4.2.6. Free or minimal cost, non-credit community services courses, lectures, seminars, or workshops conducted by FSU may be offered from time to time without amendment of the MOU, when approved by the ESO, and when the cost of services are paid by enrollees.

4.2.7. Credit earned from courses conducted under this MOU will be considered resident courses and will count toward meeting required academic residency requirements. All courses offered shall be conducted and recognized as resident courses. No distinction, other than off-campus location, will be made on the transcript.

4.2.8. The minimum class size will be 10, and it is expected that an average of 12 will be obtained. On a case-by-case basis, classes with less than 10 students can be taught if strong academic rationale is justified.

4.2.9. To meet the needs of the installation, FSU, when requested to offer programs to meet the assessed needs of the population served, will offer courses at flexible times when conditions warrant it and are mutually agreed upon between FSU and the Fort Bragg ESO.

4.2.10. Admission of students into any academic program is the prerogative of FSU. For the purpose of this MOU, FSU agrees to admission policy per the catalog and FSU academic guidelines for all students eligible to attend classes on the Fort Bragg installation. FSU retains the option of recommending remedial work in mathematics and/or English where deemed advisable.

4.2.11. An unofficial evaluation of all transferred credit will be made at the time the student meets with a FSU Advisor if all transcripts are available. The student is

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eligible to request an official evaluation upon applying for admission. At the request of a student, an official transcript will be mailed after the end of the one semester showing all credit hours accepted and hours earned.

4.2.12. Military credit for Military Occupational Specialty (MOS) or Service School will be evaluated after a student has applied for admission. Credit is awarded in accordance with the recommendation set forth by the American Council on Education and/or Servicemember Opportunity College-Army Degrees (SOCAD) manuals. There is no fee for this evaluation.

4.2.13. Registration priority of active duty military students shall be the same, whether payment is through tuition assistance or other means (VA/self-pay).

4.2.14. Priority for registration will be in accordance with the Voluntary Education Programs Instruction, authority 2.1. In the event it becomes necessary to restrict access to courses held on the installation, active duty Soldiers shall have first priority when enrolling in classes, followed by DoD employees, retired military, Family members of military, and other enrolled students. Fort Bragg ESO acknowledges that the presence of non-military students is essential to the viability of the program during times of extended and extensive deployments.

4.2.15. Complete a Degree Plan/Student Agreement when a student has earned six semester hours of credit and provides the information required to complete the plan/agreement.

4.2.16. Award degree(s) cited in Section 4.2.1 to students who have completed all FSU program requirements. Degrees are conferred "around" the months of August, October, January, March, and May, but may vary slightly.

4.2.17. FSU shall ensure students receiving degree are notified of dates and times of graduation exercises and are invited to attend. For students who cannot attend campus graduation, diplomas will be mailed to them after the degrees are conferred.

4.2.18. Appoint and designate a representative to maintain a continuing liaison with the Fort Bragg ESO.

4.2.19. Adopt the GoArmyEd processes. GoArmyEd is the Army Continuing Education System (ACES) centralized and streamlined management system for the Army's postsecondary voluntary education programs. Existing DOD MOU, or Tri-Services contracts, or other contracts that FSU may have with military installations and ACES, remain in place and should be supplemented with the Voluntary Education Programs Instruction, authority 2.1.

4.2.20. Agree to all of the terms in the ACES letter of instruction, such as invoicing, grades, reports, library references, etc.

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4.2.21. Provide the necessary personnel, including instructors and administrators, to offer college credit courses on Fort Bragg that can be used in the attainment of Bachelor and Master Degree programs.

4.2.22. Furnish student educational advisory services.

4.2.23. Keep a complete and accurate record of all academic work completed or attempted at FSU.

4.2.24. Provide a record of student achievement following completion of each term, and indicate whether course failure is due to non-attendance or academic reasons.

4.2.25. Be responsible for publishing class schedules and providing catalogs for students use.

4.2.26. Fully comply with all rules, regulations, and directives regarding Fort Bragg security, property accountability, property use, safety, sanitation, ingress, egress, and such other requirements or regulations that Fort Bragg deems necessary. Fort Bragg will provide FSU or its representative with notification of such rules, regulations, and directives by mail, hand delivery, email, or by posting same on the door of the building.

4.2.27. Meet Fort Bragg installation security requirement for Internet Technology access and use.

4.2.28. FSU will ensure that courses materials are readily available and provide information about where the student may obtain class materials at the time of registration.

4.2.29. Be responsible for publicity of a general nature concerning the content of the programs provided by this agreement.

4.2.30. Release and waive all claims against the United States, its agents, officers, and employees arising out of the use of US Army facilities, equipment, supplies and services, by FSU, its officers, agents, and employees. Agrees to defend pay, or settle all claims arising out of the use of US Army facilities based upon the negligence or willful misconduct of its agent, officers, and employees. Hold the United States harmless from any or all claims arising out of the acts or omissions of FSU, its agents, representatives, officers, and employees. *FSU'S LIABILITY IS LIMITED TO THE PROVISIONS OF THE NC TORT CLAIMS ACT.*

4.2.31. Process and certify VA benefits and certify VA benefits applications in an expeditious manner and provide follow-up action when required. Alternative funding information will be available upon request.

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4.2.32. Select fully qualified instructors who meet the requirement specified by the regional accrediting agency. The appropriate departmental chairman or dean, from the Main Campus will ensure all instructors teaching on Fort Bragg meet the same standards as Main Campus instructors.

4.2.33. Ensure each course taught is evaluated by the Fort Bragg Site Director and reviewed by the appropriate departmental chairman or dean for any necessary action. Instructor evaluations will be performed in accordance with the facility evaluation process outlined in the FSU Faculty Handbook. Inform the Fort Bragg ESO of any major evaluation deficiencies and corrective actions.

4.2.34. Ensure all instructors are provided guidelines for instructing military students and made aware of class absences and military training requirements. Establish an attendance policy allowing for absences that are caused by official military duty.

4.2.35. Ensure Army personnel have Commander's approval for off-duty employment with FSU before they can teach.

4.2.36. Exercise complete management control and supervision of all employees engaged in performing services covered by this MOU. Under no circumstances will government employees be asked to participate in the screening process for hiring FSU staff members.

4.2.37. Provide adequate personnel, during registration periods, to collect all required registration documentation, collect required fees, orient students, and provide regular advisement services as required by the student population. FSU employees will advise students only after an Army Education Center Counselor has verified the student's established education goal and annotated it on the Education Development Record (DA Form 669).

4.2.38. Not have access to Soldiers' Educational Development Records in GoArmyEd unless Soldiers sign individual Privacy Act release.

4.2.39. Provide academic advisement and administrative service for potential and enrolled students.

4.2.40. Provide information requested by the Fort Bragg ESO to demonstrate the quality of instruction and professional services rendered to the Soldiers are at least equal to that offered on the Main Campus. The Fort Bragg ESO may visit the facilities at a FSU site, view the record keeping system, visit the Site Director and instructors, and by prior arrangements with the Site Director, observe classes in progress. Syllabi for ongoing courses are available for review.

4.2.41. Make available from its campus in Fayetteville, NC, additional library support to ensure requisite standards necessary to maintain accreditation are met or

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exceeded. FSU will comply with the spirit and intent of AR 621-5, Appendix D. FSU shall ensure a reasonable proportion of tuition income, comparable to the Main Campus, is provided for education support to the installation (i.e., library and laboratory support, computer facilities, equipment, administrative services, and student advisement).

4.2.42. Provide all library materials and/ or journals through FSU's Library.

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 AND CORRESPONDENCE: The following points of contact will be used by the Parties to implement this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the United States Army Garrison, Fort Bragg –

6.1.1.1. Education Services Officer, Chris A. Pittman, (910) 396-5966 and [chris.a.pittman.civ@mail.mil](mailto:chris.a.pittman.civ@mail.mil)

6.1.1.2. ATTN: IMBG-HRE, 4520 Knox St. Fort Bragg, NC 28310.

6.1.2. For Fayetteville State University –

6.1.2.1. Director of Military Affiliated Services, (910) 672-2965 and [VAlexander@uncfsu.edu](mailto:VAlexander@uncfsu.edu).

6.1.2.2. ATTN: Director of Military Affiliated Services, 1200 Murchison Road, Fayetteville, NC 28301.

6.2. 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.

6.3. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representative. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.4. 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 in accordance with DoDI 4000.19 add as a reference.

6.5. TERMINATION OF UNDERSTANDING: This MOU may be terminated at will by either party.

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6.6. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.7. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.8. EFFECTIVE DATE: This MOU addendum will become effective on approval and signature by authorized representatives of the Garrison Commander, Fort Bragg, and the Chancellor, FSU, respectively.


6.9 EXPIRATION DATE: This MOU addendum will remain in effect until June 25, 2020 in order to run concurrently with existing real estate license. This may be renewed at that time or cancelled at any time by giving the District Engineer at least ten (10) days notice in writing in accordance with the termination condition in the license. The real estate license is the binding document for all agreements.


6.10. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed MOU between the same parties with the subject Continuing Education – Fayetteville State University, MOU – 079 and effective date of 29 January 2013.

AGREED:

For the USAG Fort Bragg

For Fayetteville State University

  
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KYLE A. REED  
COL, IN  
Commanding

  
\_\_\_\_\_  
DR. JAMES A. ANDERSON  
Chancellor  
Fayetteville State University

14 JUNE 2018  
\_\_\_\_\_  
(Date)

7-10-2018  
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(Date)