MEMORANDUM OF UNDERSTANDING

BETWEEN

ARKANSAS AIR NATIONAL GUARD

&

SOUTHERN ARKANSAS UNIVERSITY

1. This Memorandum of Understanding (MOU) is made between the Arkansas Air National Guard and Southern Arkansas University to identify the responsibilities and the obligation of both parties in providing educational services to Arkansas Air National Guard members. This MOU is required in order to memorialize the understandings between the parties and to create a public record to document Southern Arkansas University tuition waivers provided to eligible Arkansas Air National Guard members.

2. Both parties understand that Southern Arkansas University:
   a. Does not discriminate on the basis of race, color, religion, sex or national origin.
   b. Allows Armed Forces recruiting personnel on their premises; and
   c. Are regionally or nationally accredited or been granted accreditation candidacy.

3. The Arkansas Air National Guard agrees to extend all rights and privileges of full partnership to Southern Arkansas University. These rights include, but are not limited, to the following:
   a. To provide a letter certifying military personnel in good standing and eligible for the 25% tuition waiver to enroll in undergraduate instructional programs offered by Southern Arkansas University.
   b. To assist in publicizing and promoting educational programs offered by Southern Arkansas University through the Arkansas Air National Guard. This includes printing literature to promote Southern Arkansas University as a partner school offering special tuition discounts to members of the Arkansas Air National Guard under the provisions stated in this agreement.
   c. To provide general counseling services to eligible students concerning college courses and programs at Southern Arkansas University.
   d. To maintain continued coordination with Southern Arkansas University regarding programs and tuition waiver eligibility and awarding procedures.

4. Southern Arkansas University agrees:
   a. To waive 25% of the tuition costs for members of the Arkansas Air National Guard attending Southern Arkansas University who are approved to receive assistance by the Base Education Office. The Base Education Office will provide each qualified airman with a letter of eligibility and instruct them to notify Southern Arkansas University of their eligibility.
   b. To provide qualified instructors, administrators, and support staffs to conduct a professional program of study and to provide appropriate student services.
c. To inform the Base Education Office of all administrative procedures and deadlines required by Southern Arkansas University.

5. The Arkansas Air National Guard and Southern Arkansas University agree that:

a. It is mutually understood that either party may terminate this MOU upon written notice to the other party, but will endeavor to provide at least 180 days before the desired termination date.

b. Either party may propose changes to this MOU at any time. Command policy or regulatory requirements are subject to negotiated changes at any time, or to changes required to this MOU.

c. This MOU becomes effective immediately upon signature of both parties.

d. This MOU will continue indefinitely unless either party notifies the other of any proposed changes or termination.

6. The Arkansas Air National Guard and Southern Arkansas University agree to the following enrollment procedures and processes:

a. Airmen will enroll in courses through the normal registration process and will have access to courses in accordance with standard Southern Arkansas University procedures.

b. Airmen will provide a grade report to the unit commander from the previous semester at time of application every semester.

c. Should the service member drop any credit hours or earn a grade of “D” or “F” in enrolled courses, member will be ineligible to receive the 25% tuition waiver in subsequent semesters. The member may regain their eligibility by presenting a grade report showing the successful completion of all credit hours the member enrolled in during the next semester of attendance (minimum of 3 credit hours).

d. Courses dropped due to legitimate military obligations (i.e. – activation), will not cause a loss of eligibility.

e. The service member and the Base Education Office will ensure enrollment at Southern Arkansas University will not interfere with any scheduled military technical training schools. Should the member be scheduled to attend military training, a 25% Tuition Waiver Letter will not be given and he/she will be strongly urged not to enroll in any courses until return from all military training.

f. Should a member drop courses after the 25% waiver of tuition is approved, and believes he/she has a valid reason for the withdrawal, the member will submit a letter to both Southern Arkansas University and the Base Education Office detailing the circumstances surrounding the withdrawal action. Southern Arkansas University and Base Education Office will review member’s reason for dropping and determine if the member is eligible to reapply.
g. In the event that the soldier's unit commander determines that he/she is not in good standing, the commander will state the reasons in a memorandum to be submitted to the Education Office. The Education Services Officer will notify the soldier and Southern Arkansas University that the 25% waiver benefit has been withdrawn. It will become the soldier's responsibility to pay the tuition costs that were being waived beginning the next semester.

h. This Memorandum of Understanding is not contractual in nature but is a record of agreements for effective administrative coordination. No suit may be brought by either party based on this Memorandum of Understanding.

AUTHORIZED SCHOOL OFFICIAL:

[Signature]
DAVID F. RANKIN
President
Southern Arkansas University

DATE

MILITARY DEPARTMENT OF ARKANSAS:

[Signature]
DON C. MORROW
Major General
The Adjutant General

DATE