

To alleviate potential issues due to changes in policy, rules, and regulations, route all MOU's through your respective legal office.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES COAST GUARD AND (NAME OF COLLEGE/UNIVERSITY)
REGARDING A PROGRAM FOR AFLOAT COLLEGE EDUCATION**

1. **PARTIES.** The parties to this Memorandum of Understanding (MOU) are the United States Coast Guard (USCG), by and through Commander, (*Pacific Area (PACAREA) or Atlantic Area (LANTAREA)*) and (*name of college/university*), an (*state the school resides*) accredited by the (*accrediting region i.e. Southern Association of Colleges and Schools*).
2. **AUTHORITY.** This MOU is authorized under 14 U.S.C. § 93(a)(7) which authorizes the Commandant to make available to personnel of the U.S. Coast Guard (USCG) such specialized training and courses of instruction as may be necessary or desirable for the good of the service.
3. **PURPOSE.** The purpose of this MOU is to give Coast Guard personnel the opportunity to pursue challenging academic studies and to continue their personal and professional growth while assigned to sea duty by providing college-level courses onboard underway (*PACAREA/LANTAREA*) cutters at the discretion of commanding officers. This MOU further favors a nonexclusive, working partnership between (*PACAREA/LANTAREA*) and (*name of college/university*).
4. **RESPONSIBILITIES.**
 - a. USCGC will:
 - (1) Work with (*name of college/university*) to identify terms, duration, and courses that can be offered at flexible times that are convenient and interesting to the majority of eligible USCG personnel.
 - (2) Provide and maintain classroom space onboard (*PACAREA/LANTAREA*) cutters within space limitations. When available and within the scope of standard operating procedures, USCG will provide adequate space, audio and visual equipment, suitable furniture, adequate lighting, heating, cooling and ventilation for the duration of each course.
 - (3) Ensure the Command Education Services Officer (ESO) advises interested personnel on requirements of the Coast Guard Tuition Assistance program and other significant educational benefits, such as Coast Guard Foundation and Mutual Assistance education grant and scholarship programs, and education assessments and Coast Guard transcripts. Individual eligibility of USCG personnel to participate in this program will be at the discretion of the commanding officer and personnel enrolled in courses will be personally liable for the payment of tuition and fees.

- (4) Ensure the ESO turns in a final class grade report to the Coast Guard Institute TAG Division via the TACCTS system, mail them directly to CG Institute (TAG), or email to CGI-PF-TUITION_ASSISTANCE@USCG.MIL in a non editable format for each course completed aboard the cutter.
- (5) Ensure the ESO coordinates with and turns in all registrations to the assigned (*college/university*) representative, and all tuition assistance requests have been processed via appropriate Coast Guard procedures prior to the cutter's deployment. The ESO will also coordinate with the (*name of college/university*) representative to ensure the required minimum number of (##) student enrollments per deployment has been met and each total class size will be dependent on the availability of classroom space and will be determined on a course-by-course basis
- (6) Conduct mandatory shipboard orientation, sensitive information, and security and safety briefings for (*name of college/university*) professors prior to sailing, and assign a member of the crew to assist with the professors' participation in various critical shipboard drills such as general quarters, man overboard, fire, and emergency egress.
- (7) Recognize that all professors carry the equivalence of a GS-12 grade with regards to protocol. As such, Officer or Chief Petty Officer berthing and locker space will be provided and meals will be enjoyed in the wardroom while onboard (PACAREA/LANTAREA) cutters. The commanding officer shall ensure that (*name of college/university*) professors understand shipboard living conditions are generally limited and that individual, private berthing may not be possible.
- (8) Ensure that (*name of college/university*) course exams and other sensitive educational material are locked in a safe maintained by the ESO who will perform monthly audits. If the professor departs the cutter prior to its return to homeport, the exams shall be secured until they are subsequently recovered at a later date by an authorized (*name of college/university*) representative.
- (9) Ensure that (*name of college/university*) professors are medically insured, and "are physically capable of withstanding the trip contemplated and that they are free from medical conditions, which could cause an interruption of the vessel's mission." Coast Guard Medical Manual COMDTINST M6000.1C, Chapter 2.F.6.b.
- (10) Ensure that (*name of college/university*) professors understand and acknowledge that licensed medical and dental care is not readily available while underway, but that routine and emergency medical care will be made available through normal shipboard procedures by professional, Coast Guard-trained health services technicians until transfer is possible.
- (11) Transfer (*name of college/university*) professors ashore during medical emergencies and facilitate further travel arrangements for return to the professors' homes or to the nearest U.S. medical facility. Travel arrangements will be made at

the expense of (*name of college/university*) or the individual professor; Federal fiscal law prohibits USCG from paying travel expenses for non-government employees.

b. (*name of college/university*) will:

- (1) Be accredited by the American Council on Education and an institutional member of Service-members Opportunity Colleges, Coast Guard (SOCCOAST). (*college/university*) will provide notice to USCG of any changes in accreditation or SOCCOAST status material to the operation of this MOU.
- (2) Designate a site coordinator by name to work with the ESO.
- (3) Ensure (*name of college/university*) professors are United States citizens and have passed a security background check prior to embarking on any USCG vessel. The professor will not be a Coast Guard member assigned to the cutter due to potential conflict of interest.
- (4) Ensure (*name of college/university*) professors “are physically capable of withstanding the trip contemplated and that they are free from medical conditions, which could cause an interruption of the vessel’s mission.” Coast Guard Medical Manual COMDTINST M6000.1C, Chapter 2.F.6.b. If requested, a physician’s report of physical ability and disclosure of medical conditions must be made available to the commanding officer at no expense to USCG.
- (5) Be responsible for all expenses and arrangements related to emergency travel of (*name of college/university*) professors. In accordance with paragraph 4.a., above, USCG will make best efforts to transfer medically emergent (*name of college/university*) professors ashore and coordinate with (*college/university*) for further transportation. In the event that USCG incurs any unreasonable loss, cost or expense in connection with the transportation of a (*name of college/university*) professor, emergency or otherwise, (*name of college/university*) shall reimburse USCG.
- (6) Compensate (*name of college/university*) professors appropriately and timely, and provide a reasonable stipend for meals while underway. USCG understands and acknowledges that (*name of college/university*) will resolve matters regarding pay of its employees according to nature of their employment relationship.
- (7) Provide and or brief professors on shipboard protocol aboard USCG ships including appropriate attire before, during, and after periods of instruction.
- (8) Designate professors by name and provide ESOs direct contact information to arrange specific participation under this MOU. The professor will not be a Coast Guard member due to potential conflict of interest.

- (9) Develop and provide academic instruction and related educational services in a manner best suited to the unique requirements of USCG personnel in a non-traditional, operationally intensive, underway academic environment while following consistent (*college/university*) institutional policy and procedures for approving programs, faculty selection, instruction, and evaluating program success.
- (10) Require a minimum of (##) student enrollments for the sum of all courses per dockside classes and a minimum of (##) per underway deployment with the understanding that students may drop a course up to the day the professor reports onboard for duty. Class size will be dependent on the availability of classroom space and will be determined on a course-by-course basis any additional students over the agreed student enrollment amount requires permission of the instructor. In the case of emergency leave or receipt of orders students will be dropped without penalty upon receipt of documentation supporting the same. (*name of college/university*) will notify the ESO when student enrollment does not meet or drops below the minimum enrollment standard or a class is cancelled.
- (11) Consider all academically qualified USCG personnel for admission and registration, subject to policy set forth in the current-year catalog. For students applying to a degree program, (*name of college/university*) will provide entrance counseling, evaluation of transfer credits, and orientation. (*name of college/university*) policy on evaluation and transfer of academic credit will be in accordance with SOCCOAST.
- (12) Facilitate all required academic advising and financial aid counseling, and proctor all necessary placement exams at a time and place convenient to USCG personnel prior to sailing. Professors provide academic advising as needed throughout the course of instruction and keep complete and accurate records of all academic work completed or attempted.
- (13) Provide for the loan of books and required course materials to USCG personnel prior to the beginning of each course. Loan of books and materials will be made directly and individually to enrolled students; however USCG will make best efforts to ensure the return of such books and materials upon completion of each course. Students will be individually liable to (*name of college/university*) for compensation of books and materials that are destroyed, lost or otherwise not returned.
- (14) Provide an official grade report for each student and forward these results to students no later than thirty (30) days following completion of each course. The student is responsible for submitting final grades to the ESO for transmittal to the Coast Guard Institute.
- (15) Provide a final class grade report to the onboard ESO no later than thirty (30) days following completion of each course conducted.

- (16) Cooperate with USCG to ensure that (*college/university*) professors understand and follow all rules and regulations promulgated by USCG and by the commanding officer of the cutter to which assigned, to ensure safety, security, good order and discipline while underway.

5. INSURANCE PROVISIONS.

- a. USCG is a self-insured governmental entity and shall be liable for third-party claims involving damage to or loss of property, personal injury, or death caused by the acts or omissions of an employee or agent of the U.S. Coast Guard in the manner and to the extent provided by the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 2671-2680, or any other possibly relevant statutory authorities. This MOU is not an agreement by the United States of America or USCG to indemnify any party nor is it an agreement by the United States of America or USCG to obligate in advance or expend any funds toward potential liabilities.
- b. (*name of college/university*) shall, during the effective term of this MOU, as modified, and at its expense, maintain in full force and effect a policy of comprehensive general liability insurance with combined single limits for bodily injury and property damages in the amount of \$1,000,000 (one million dollars) per occurrence, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to (*name of college/university*) and naming the United States Coast Guard as an additional insured. (*name of college/university*) shall be liable for third-party claims involving damage to or loss of property, personal injury, or death caused by the acts or omissions of an employee or agent of (*name of college/university*) in the manner and to the extent provided by relevant law.

6. EXPENSES AND REIMBURSEMENT. This MOU does not constitute a funding document or contractual obligation between the Parties. All necessary expenses incurred as a result of operations under the terms of this MOU shall be paid by each party according to the responsibilities cited above.

7. ADDITIONAL TERMS. Nothing in this MOU is intended to conflict with current law or regulation or the directives of the United States Coast Guard or the Department of Homeland Security, or with the authority and policies of (*name of college/university*). If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but remaining terms and conditions of this MOU shall remain in full force and effect. This MOU provides no rights or privileges to others whom are not a party to this MOU and supersedes all earlier dated memorandums of understanding between (*name of college/university*) and (PACAREA/LANTAREA) cutters.

8. POINTS OF CONTACT. The points of contact named herein are for communications related to this MOU. Each (PACAREA/LANTAREA) cutter intending to participate in this program shall make available to (*name of college/university*) a single shipboard point of contact (preferably the ESO) with homeport address, telephone, facsimile, e-mail address, and satellite telephone (INMARSAT) number for contact while underway. (*name of college/university*) shall

likewise exchange with the cutter any point of contact information specific to a particular patrol, such as direct contact information for the designated professor as noted in paragraph 4.b. above.

a. USCG:

b. (College/University):

Name
Title
Street Address
City, State, Zip
Telephone:
Cell phone:
Facsimile:
E-mail:
24/7 telephone:

Name
Title
College/University
Street Address
City, State, Zip
Telephone:
Facsimile:
E-mail:
24/7 telephone:

9. EFFECTIVE DATE. The terms of this MOU will become effective upon the date of the last signature.

10. MODIFICATION AND TERMINATION. This MOU may be modified upon the mutual written consent of the Parties. The terms of this MOU, as modified, will remain in effect until the Parties agree to terminate it. Either party may terminate this MOU upon thirty (30) days written notice to the other party. This MOU will be reviewed annually by the Parties.

APPROVED:

DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD

By: _____
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Dated: _____

(College/University)
OFFICE OF THE PRESIDENT

By: _____
Name
President

Dated: _____

Due to changes in policy, rules, and regulations; it is recommended that you route MOU's through your respected legal office.