MEMORANDUM OF UNDERSTANDING BETWEEN
COMMANDER, NAVY REGION NORTHWEST
AND
EVERETT COMMUNITY COLLEGE

Subj: MEMORANDUM OF UNDERSTANDING FOR THE AIRFRAME & POWERPLANT TEST PREPARATION PROGRAM FOR SEPARATING AND RETIRING SAILORS

Ref: (a) DoD Instruction 4000.19 of 25 April 2013
(b) CMICINST 4000.1C
(c) DoD Instruction 1322.29 of 24 January 2014
(d) NAVADMIN 222/15 Skillbridge Employment Skills Training Program R 1713592 Sep 15

1. Purpose. To establish a Memorandum of Understanding (MOU), between Commander, Navy Region Northwest (COMNAVREG NW) and Everett Community College (EvCC) per references (a) through (d) in support of the Airframe and Powerplant (A&P) Test Preparation program on COMNAVREG NW installations.

2. Background. Reference (c) established policy, assigned responsibilities, and prescribed procedures for service members (including active duty and Reserve Components) authorized to participate in job training and employment skills training, including apprenticeships and internships, also known as Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI). EvCC offers, as one of its programs, a Federal Aviation administration (FAA) approved Part 147 Aviation Maintenance Technician School which meets reference (c) general criteria for determination for approved JTEST-AI Providers.
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3. **Scope.** COMNAVREG NW has agreed to provide no-cost support to EvCC to conduct the A&P Test Preparation program. Eligible service members from the COMNAVREG NW Area of Responsibility (AOR) may be approved by their respective Commanding Officers to participate in the program. Recently transitioned service members and eligible veterans may also participate in the program.

4. **Responsibilities**
   a. **COMNAVREG NW will:**

   (1) Designate a Point of Contact to act as a liaison for EvCC staff executing the A&P Test Preparation program.

   (2) Allow and assist with marketing the program across COMNAVREG NW, to include tenant commands, and make program referrals for interested candidates. Requests for program marketing will be individually reviewed and approved.

   (3) Allow eligible transitioning service members (those 6 months out who have completed the fundamental elements of Transition Goals, Plane, and Success) to enroll in the program so long as enrollment does not interfere with mission requirements and the service member’s command authorizes his/her participation. Veterans with base access are eligible to attend the program.

   (4) Assist EvCC staff and instructors in obtaining installation access.

   (5) Provide EvCC staff opportunities to brief transition staff, commanders, and/or retention staff to expand their awareness of the program.

   (6) Work with EvCC staff to identify opportunities to directly brief transitioning service members at transition summits, transition briefings, etc., to expand their awareness of the program.

   (7) Work with EvCC staff to identify opportunities to directly brief spouses at events such as Ombudsman meetings.

   (8) Work with EvCC staff to identify available training spaces for in-person training modules (optimally a 16-20 person classroom with audio-visual capability).
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(9) Respond to questions from commanders of tenant commands across the COMNAVREG NW AOR regarding the EVCC program in support of allowing release of transitioning service members from duty to attend in-person training elements of A&P training.

b. Everett Community College will:

(1) Follow all applicable COMNAVREG NW, federal, and state rules, regulations, statutes, and codes as required by reference (c).

(2) Appoint and designate a training representative to maintain continuing liaison with the COMNAVREG NW Point of Contact.

(3) Ensure regular status and progress reporting to installation leadership to provide accountability for outcomes, and incorporate feedback into planning and assessment processes.

(4) Respond to requests and inquiries from commanders and installation leadership within one week.

(5) Provide the A&P Test Preparation program to selected transitioning service members and eligible veterans.

(6) Ensure the design and execution of the program is done so in a manner consistent with the needs and desires of the installation, its leadership, and its service members.

(7) Inform the Public Affairs Office (PAO) POC when any off-post media coverage is involved with other media releases. All photos and testimonials must be provided to PAO and PAO approval obtained prior to release of media. EVCC staff will not invite media to cover classroom/events without prior PAO approval.

(8) Assume overall responsibility for the execution of the training.

(9) Provide recruitment and marketing materials to the COMNAVREG NW Point of Contact for review and approval prior to posting or dissemination.

(10) Provide staff to conduct outreach to service members for orientation sessions, enrollment, cohort management,
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and to coordinate instruction and screen applicants for suitable experience for the program.

(11) Provide instructors to conduct instruction.

(12) Provide in-person or distance-based career counselors for career goals and career assignments, career skills preparation, and connection to employer partners for potential career placement.

(13) Ensure the program serves as an opportunity for those who have decided to transition, rather than as a competitor against the services' retention mission as required per reference (d).

4. Points of Contact

a. Melody Yamanaka, COMNAVREG NW Support Agreement Manager
   360-395-1928
   melody.yamanaka@navy.mil

b. LCDR Joe Davis, COMNAVREG NW Director, 21st Century Sailor
   360-395-1347
   Joseph.b.davis@navy.mil

c. Peter Harris, COMNAVREG NW Fleet and Family Support Program
   360-315-5170
   Peter.d.harris@navy.mil

d. Sean Hughes, COMNAVREG NW Public Affairs Officer
   360-396-4973
   Sean.hughes@navy.mil

e. EvCC, Dean Nelson, Associate Faculty
   425-388-9533
   dnelson@everettcc.edu

d. EvCC Program Instruction Chair, Steve Tuggle
   425-388-9969
   stuggle@everettcc.edu

e. EvCC Program Management, Rob Prosch
   425-388-9093
   rprosch@everettcc.edu

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5. Other Provisions

a. 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.

b. Nothing in this MOU shall be interpreted to constitute or require an obligation of resources or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, and all accompanying implementing regulations.

c. All actions by the parties are subject to the constraints of available resources (personnel, property, resources, or money).

d. The United States government is responsible to third parties under the Federal Tort Claims Act (FTCA) for personal injury or property damage caused by the negligence or wrongful act of its officers, employees or agents acting within the scope of their office or employment. The United States is self-insured as to such claims. Although no injury or damage is reasonably foreseen, in the unlikely event a problem does occur, contacting the Tort Claims Unit in Norfolk, Virginia at (757) 341-4583 or by email at TORTCLAIMSUNIT@navy.mil will provide information to any third party on the procedures for submitting a claim against the United States. In the event a tort claim is filed referencing this agreement, the filed-against party will notify the other party within 14 days.

e. Each party to this agreement shall be responsible for its own acts/omissions and those of its officers, employees and agents acting within the scope of their office or employment. No party to this agreement shall be responsible for the acts/omissions of entities or individuals including but not limited to invitees, guests, visitors or other persons not a party to this agreement.

f. This MOU does not address space use or lease of a facility.

g. The COMNAVREG NW Point of Contact and EvCC staff will maintain close contact and notify each other as soon as possible of any adjustments required to class schedules, etc.
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7. 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 or per reference (a).

8. Modification or Termination

a. Requests for modification or termination by any party shall be provided in writing at least 60 days prior to the proposed effective date.

b. The COMNAVREG NW Support Agreement Manager will coordinate a triennial review of this MOU with all the parties to determine its effectiveness/need for continuation or modification.

c. Unilateral termination by either party shall be forwarded by written notice to the other party at least 60 days in advance of the proposed termination date, unless an alternate period is mutually agreed to.

d. Termination by either party shall not provide the basis for any claim by Everett Community College against the United States Government, the Department of the Navy, or Commander, Navy Region Northwest.

9. Effective Date. This MOU is effective upon final signature and shall remain in force only so long as the Skillbridge Program is in existence during the period of performance, which is not to exceed nine (9) years from the date of the last signature, unless otherwise modified or terminated by mutual consent of the parties.

10. Signatures

[Signatures]

JOHN BONNER Date
Vice President of Corporate and Workforce Training
Everett Community College

A. P. VERHOEFT DATE
Executive Director
Commander, Navy Region Northwest

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