

# MEMORANDUM OF UNDERSTANDING

SUBJECT: SERVING AS A DEFENSE ACQUISITION UNIVERSITY EQUIVALENT PROVIDER

## 1. Purpose

a. This Memorandum of Understanding (MOU) establishes the intent of the

### **Defense Acquisition University (DAU)**

and

### **Southwestern College**

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herein after referred to as the “Provider” to enter into a collaborative relationship for the purpose of the Provider delivering and/or sponsoring courses, programs of instruction and/or certifications herein-after referred to as “equivalent products” or “equivalents” that appropriately address the learning objectives of one or more DAU courses.

b. For the benefit of the Provider, this MOU also provides an overview of the DAU Course Equivalency Program in terms of the:

- Mission Responsibilities of DAU
- Program Intent
- Authorities
- Program Objectives
- Program Policies
- Overview of the Equivalency Review Process

c. This MOU may support and amplify a Partnership Agreement that DAU has exercised with the Provider under the partnership program. It is not intended to replace such an agreement nor is a Partnership Agreement a mandatory preexisting condition for approval as an equivalent provider within the construct of the DAU Course Equivalency Program.

## 2. DAU Course Equivalency Program Overview

**a. Mission Responsibilities of DAU.** DAU is responsible for providing practitioner training to the Department of Defense (DoD) acquisition workforce. The Defense Acquisition Workforce includes employees of the Department who occupy an Acquisition, Technology and Logistics (AT&L) coded position in accordance with the Defense Acquisition Workforce Improvement Act (DAWIA) as amended. The practitioner training addresses competencies that have been established by the various acquisition workforce functional communities. The intent

of this training is for attendees to attain required learning levels associated with worker competencies. Much of this training is required as part of the certification standards established within each functional community.

**b. Program Intent.** The purpose of the Equivalency Program is to create the greatest opportunity for DoD acquisition workforce personnel to meet their training requirements as well as for our partners in industry and other government agencies to gain a better understanding of the Department's acquisition, life cycle management and contracting processes. The intent is to promote standardization and reduce costs to the taxpayer. This program serves as a DAU force multiplier by extending the University's reach through partnering with other organizations and agencies who provide or are interested in providing courses, programs, or certifications that address the competencies inherent in specific DAU courses.

**c. Authorities.** The DAU Course Equivalency Program is directed by DoD Directive 5000.57, *Defense Acquisition University*. DAU Directive 708, *Course Equivalency Program* implements the program within DAU and outlines the program for all potential Providers. DAU works in cooperation with approved third party reviewers to review Equivalent Provider applications and all requests for equivalent product reviews. The reviewer will make a recommendation to DAU of approval/disapproval. DAU is the approval authority for all Providers and course equivalents.

**d. Program Objectives.** The primary objectives of the equivalency program are to:

- Promote flexibility and efficiency in meeting DoD acquisition training requirements.
- Expand the number of DAU course equivalents by expanding the approved provider listing and/or the number of DAU course equivalents.
- Facilitate the development of new DAU course equivalents among approved equivalent providers.
- Ensure equivalent providers maintain currency of their DAU course equivalents with changes in the DAU courseware and curriculum and consistently deliver a quality training experience to students when teaching equivalent courses.
- Make readily accessible information on how to become an equivalent provider, the process for approving DAU course equivalents, and a list of current DAU course equivalents.

**e. Program Policies**

(1) DAU supports the development and expansion of partnerships with activities through the equivalency program.

(2) Any entity legally authorized to conduct business in the United States may apply for approval as an equivalent provider.

(3) Every potential equivalent provider must be approved prior to the approval of any of the provider's products as an equivalent.

(4) All approved providers will be categorized as one of the following:

- College or university: A college or university is defined as only those regionally or nationally accredited academic institutions recognized by the U.S. Department of Education.
- DoD School
- Other DoD/federal agency
- Civilian organization or professional society
- Commercial training vendor

(5) Prior to review of an application to become an equivalent provider, the provider must execute a Memorandum of Understanding (MOU) that outlines the program and the responsibilities of both DAU and the equivalent provider.

(6) All DAU 100- and 200-level training courses are eligible for equivalency. This does not include those courses DAU categorizes as Continuous Learning Modules, Targeted Training, or Rapid Deployment Training courses. DAU 300-level and higher-level courses may be considered for equivalency on a case-by-case basis prior to the start of the equivalency review process.

(7) DAU will make readily available to the equivalent provider all course material except:

- Instructors' personal notes
- Student examination/assessments instruments
- Material that is proprietary to a third party and used by DAU with permission when the material can reasonably be excluded or extracted without substantively impacting the lesson flow

(8) Equivalencies may be approved when the provider demonstrates that the provider's products reflect the ability to convey and verify behaviors identified in the DAU course objectives, and that these behaviors are assessed at a Bloom's Taxonomy hierarchy level equal to or greater than that to which DAU teaches for each individual course learning objective.

(9) DAU will issue equivalency certificates to approved providers outlining the provider's equivalent products that have been approved as equivalent to a DAU course. This information also will be published and maintained on the DAU Web site.

(10) Individuals taking or participating in DAU equivalent course products will have an opportunity to provide feedback directly to DAU regarding the providers and the individuals' participation in the providers' equivalent products.

(11) DAU will accept without further evaluation the equivalent coursework completed by individuals attempting to meet DAU course prerequisite requirements.

(12) An objective third party such as the American Council on Education (ACE) or other DAU- approved organization will serve as the reviewing body to make recommendations for approval of potential equivalent providers and their products.

(13) DAU employees are prohibited from accepting employment, with or without compensation, from or engaging with equivalent providers to assist in the development, review, or preparation for submission equivalent provider courseware that is intended for equivalency review or that is so similar to current DAU courseware it could be submitted for review with little or no revision.

(14) The director of academic programs is responsible for oversight, management, and administration of the DAU Equivalency Program and serves as the source authority for DAU on the program. This includes its processes and all provider and DAU course equivalent product approvals/disapprovals.

#### **f. Overview of Equivalency Review Process**

(1) **Two-Phase Process.** The equivalency review process is fundamentally a 2-phased program. Before any provider's product(s) are evaluated for equivalency, the provider must be reviewed and approved.

(a) Phase 1. The goal of Phase 1 is to evaluate the training provider's organization as a credible source for acquisition training and education. The provider review and approval is for 36 months at which time the Provider will be required to update the Equivalent Provider Application (EPA) and provide it directly to DAU summarizing any changes that have occurred as outlined in Directive 708. The application package addresses the Provider's:

- Organization
- Academic Policies and Records
- Qualifications, Development and Assessments

Once approved the provider may request an equivalency review of any number of DAU courses, which constitutes Phase 2.

(b) Phase 2. This second phase solicits course or assessment instrument specific information such as:

- Methods of delivery, course length, contact hours, etc.
- Faculty qualification/assessment requirements and processes
- Product learning objectives, mastery criteria, etc.
- All instructor and student materials (texts, website, course syllabus, etc.)

- Student examinations and assessment materials
- Course evaluation instruments

(2) Only DAU approved third party reviewers will conduct provider and product reviews in accordance with quality standards published in DAU Directive 708. For the purpose of the equivalency program, the reviewer's primary objectives are to ensure the Provider has established reasonably appropriate processes to manage and effectively deliver training and the Provider equivalent training is consistent in quality and content with DAUs material. For this service, the reviewer will charge a reasonable and appropriate fee to be agreed upon between the provider and the reviewer. DAU does not and will not engage in any discussions regarding any reviewer's fee structure. The reviewer via an MOU with DAU, will work with approved Provider to advice, counsel and provide a reasonable time to correct deficiencies for any request which the reviewer believes does not meet the standards outlined in DAU Directive 708.

(3) DAU Directive 708. DAU Directive 708 contains specific guidance and detailed process information for both provider applications and product reviews. The provider application primarily consists of responding to a questionnaire and providing supporting documentation as appropriate. The equivalent product(s) review request consists primarily of completing a questionnaire specific to the product, constructing a crosswalk that references the DAU learning objectives to the product's objectives and guides the reviewer to where in the supporting course materials the objectives are addressed and providing the instructor, student and assessment materials.

(4) Typical Processing Times. The *typical* processing turnaround time for completing the Phase 1 and 2 processes (assuming a properly completed package) are as follows:

(a) **Phase 1** – Provider Review: 20 business days after a complete EPA is received by the reviewer.

(b) **Phase 2** – Equivalent Product Review: 30 business days after a complete package has been received by the reviewer assuming the review is a one-for-one (one provider product to one DAU course) review or 40 business days for many-to-one or one-to-many product review.

(c) DAU approve and issuance of an equivalency certificate: 5 business days once DAU receives the reviewer's recommendation from the provider.

### 3. Roles and Responsibilities

#### a. DAU/Provider Mutually Agree To:

(1) Identify a single point of contact for coordinating the Provider review process, subsequent DAU course equivalency reviews, general maintenance and management of the DAU Course Equivalency Program, and resolving issues/concerns as they may arise.

(2) Provide a depiction of each other's logos and approved text and authorize the other to use such logo and text for promotional purposes in furtherance of this MOU and the DAU Equivalency Program provided that the material associated with each such use has been previously approved in writing by that party. Neither party shall use or display any trademark, trade name, service mark or other intellectual property of the other party in connection with any product, service, promotion, news release or other publicity, without the prior written consent of the party whose name or likeness may be under consideration. The text of all references by either party to the other in any medium will require prior written approval.

(3) Share course material as outlined below.

(a) DAU will make readily available to the equivalent Provider DAU course/student material for which DAU will consider approving an equivalency. This does not include:

- Instructor personal notes
- Student examination/assessments instruments
- Material that is proprietary to a third party and used by DAU with permission when the material can be reasonably excluded or extracted without substantively impacting the lesson flow

(b) The Provider:

1 Will post and keep current, all equivalent product material, excluding instructor personal notes, on a secure DAU web-based tool accessible only to the Provider approved DAU reviewers DAU POC and those at DAU who have direct responsibility for the DAU course for which an equivalency is approved i.e., the Center Director, Performance Learning Director and Course Manager.

2 May use any and all U.S. Government (DAU) produced course material in the development of equivalent course materials. U.S. Government produced material is work that has been prepared by an officer or employee of the U.S. Government as part of that person's official duties. Such material may not be copyrighted by the Provider per Title 17 U.S.C. § 105 and should be noted as U.S. Government produced.

3 Understands that some of DAU course materials include material that is protected by copyright and is being used by DAU with the permission of the copyright holder. This permission does not extend to other equivalent providers. Further use, reproduction, or dissemination of copyrighted materials is not authorized without permission of the copyright holder.

**b. DAU Shall:**

(1) Establish a process for the Provider to readily identify changes to the Course Student Assessment Plan (CSAP) or course content that may impact the Provider's DAU course equivalency status or approval period.

(2) Provide notice when a DAU course is retiring and establish a termination date for equivalent products not less than nine (9) months from the last date of delivery of the DAU course.

(3) Provide contact information of DAU personnel responsible for the development and maintenance of approved DAU course(s) for which the Provider has an equivalent.

(4) Provide equivalent provider the results of student evaluations or feedback on equivalent provider courses upon request.

(5) Provide notice when there are changes to Directive 708 that are germane to the Provider.

**c. The Provider Shall:**

(1) Deliver to DAU an updated Equivalent Provide Application triennially on the anniversary date of the approval as a Provider, which will include a summary of substantive changes in a cover letter. If no changes have occurred, the provider need only submit a statement that no changes have occurred.

(2) Comply with the product post approval reporting and certification requirements outlined in DAU Directive 708 paragraph 5.d.

(3) Be permitted to make permanent design modifications to their product as they deem appropriate to serve the needs of their customers without undergoing another review as long as:

- The DAU associated objectives of the approved product, the Blooms levels associated with the objectives, and participant assessment methodologies are not degraded
- The material in the initial review request is updated and provided to the Director, Academic Programs prior to implementation.

(4) Advise and encourage participants in their DAU equivalent products to participate in any DAU-provided student (participant) feedback instruments at the close of a course or immediately following the completion of the course, whichever is most appropriate.

**4. Applicability, Modifications, Effective Date, and Termination**

**a. Applicability.** This MOU applies to both parties and shall apply to any and all of their respective employees, agents, and consultants involved in course design, maintenance, documentation, and delivery as well as evaluation of course material and students. Nothing in this MOU shall take precedence or negate in any way the policy, directives, and procedures of the respective signatory. Conflicts between this document and any other guidance shall be referred to the respective point of contact for resolution. If a satisfactory resolution cannot be achieved at this level, the responsible points of contact shall refer the matter to the signatories of this MOU through their respective channels.

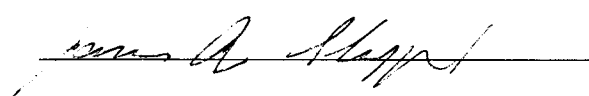
**b. Modifications to this MOU.** Neither party may make amendments and/or additions to this MOU at any time during its effective period.

**c. Effective Date.** This MOU is effective upon the acceptance of both parties as indicated by the signatures below and shall continue in force for three (3) years after which it may be renewed.

**d. Termination.** Either party, without cause, may terminate this MOU by providing a 45-day written notice to the other party. Upon termination, all current equivalencies will be end-dated to be consistent with the termination date of this MOU unless otherwise end-dated prior to the termination of this MOU. In case of mobilization or other emergency, this MOU will remain in force only within the parties' capabilities.

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Mark E. Camporini  
Director Academic Programs  
Defense Acquisition University

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Date

  
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2/4/15  
Date

James A. Sheppard  
\_\_\_\_\_  
Name of Person Signing for the Provider  
Provost

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Position or Title of Person Signing

620 229 6227  
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Phone Number of Person Signing