MEMORANDUM OF UNDERSTANDING

BETWEEN
THE UNITED STATES AIR FORCE
2D BOMB WING, BARKSDALE AFB, LOUISIANA 71110
AND
BOSSIER PARISH COMMUNITY COLLEGE
BOSSIER CITY, LOUISIANA 71111

This Memorandum of Understanding (MOU) is made between the United States Air Force, 2d Bomb Wing, Barksdale AFB LA 71110 and Bossier Parish Community College, Bossier City, Louisiana 71111.

PREAMBLE

The United States Air Force (USAF) is committed to providing high-quality educational programs on all bases. On base programs, in widely diversified fields essential to the USAF’s post secondary education needs, are conducted by civilian colleges and universities. These programs play a major role in support of recruiting and retaining an all-volunteer Air Force. The USAF Mission Support Education function employs its programs to provide USAF personnel with the opportunity to attain educational objectives and enhance their job skills training. These objectives coincide with the purposes of Bossier Parish Community College (BPCC), Bossier City, Louisiana 71111, which is to provide comprehensive education programs to prepare students for productive careers and responsible citizenship. Advanced education provides personnel with the potential to accomplish the complex tasks associated with the management and utilization of modern, sophisticated USAF weapons systems.

PART A

Bossier Parish Community College (BPCC), Bossier City, LA 71111, in consideration of promises and agreements of the USAF, 2d Bomb Wing, Barksdale AFB LA 71110, agrees to:

1. **Offer specified educational certification programs** on Barksdale AFB LA 71110, as listed in Attachment 1. These programs will fulfill all standards and requirements established by the college and all regional accrediting associations, as applicable. BPCC, will maintain full accreditation with all regional accrediting associations, as applicable. The institution will participate in the Air Force Global Strike Command (AFGSC) Military Evaluation Voluntary Education Review (MIVER) initiative outlined in the document provided at Attachment 2, to include hosting a MIVER site team visit, to evaluate and continuously improve the quality of on-base educational programs provided on Barksdale AFB LA 71110 (AFGSC).

2. Provide the Education Services Officer (ESO) with **course schedules** that will permit completion of specified programs in minimum time. Schedules will be available for mutual review by the ESO and BPCC, at least 30 days in advance of class start dates to permit changes, if required, advance publication of schedules, and appropriate distribution of publicity.

3. Consult with the ESO to ensure that **program publicity/promotion** is a coordinated effort.
4. Conduct **all credit courses on Barksdale AFB LA 71110, as resident courses.** No annotation will be made on any transcripts, certificates, diplomas, or degrees to distinguish between courses conducted on Barksdale AFB LA 71110 and those conducted on the home campus.

5. Fulfill this agreement without reassigning any of its rights or obligations hereunder, to an external party, nor shall any portion of the work associated with the academic program of BPCC be subcontracted.

6. **Provide program administrator(s)** (selected in consultation with the ESO) and **office staff, as required, to manage the on-base programs. Counseling and advisement services,** as required to support their programs, will also be provided. Program administrators will coordinate with the ESO when establishing office hours to ensure that participants in the programs of BPCC have appropriate access to counseling and resolution of administrative problems. ESO participation in the program administrator selection process is deemed advisable because of the close coordination and cooperation required between these key personnel on a daily basis. Program administrators will be under the supervision of, and directly responsible to, the institution for their daily activities. If the ESO and program administrator arrive at a conflict of duties/responsibilities that cannot be mutually agreed upon, the matter will be resolved in conference between BPCC representatives, the ESO, the Chief, Force Development Flight, and the 2d Force Support Squadron Commander.

7. Comply with all laws, rules, regulations, and policies of the serviced base regarding security, ingress and egress, traffic, driving privileges, safety, and sanitation. **Access to the base** by BPCC representatives, staff, and employees is a privilege which is granted and can be revoked by the 2d Bomb Wing Commander.

8. For each class in which active duty military students are enrolled, submit an **invoice** to the ESO listing each AF Form 1227 (Authority for Tuition Assistance - Education Services Program) via the Air Force Portal for Academic Institutions, after the add/drop period of each term. BPCC representatives are responsible for assuring that AF Forms 1227 accepted for payment of courses have been approved and signed by the ESO or his/her designated representative. The invoice should include name and mailing address of institution, invoice number, date of invoice, education center number (from AF Form 1227), student name, social security number, course number, credit hours and payment due.

9. Checks for tuition assistance refunds to the United States Government resulting from being disenrolled or for other causes shall be drawn in favor of the Treasurer of the United States. The check(s) will then be sent by the institution to the ESO, 2d Force Support Squadron, 723 Douhet Drive, Barksdale AFB LA 71110-2429, within 60 days of the collection or Air Force tuition assistance refund.

10. BPCC will publish an institutional tuition refund policy. The tuition refund policy of the institution is included in this MOU at Attachment 4.

11. Maintain a complete and accurate record of all academic work completed or attempted through programs established under this agreement. Within 20 working days after the ending date of the term, the institution will forward all course grades of individuals using tuition assistance funds to the ESO. Course
grades can be released to the ESO or designated representative in accordance with the instructions on each AF Form 1227.

12. Within 20 working days after the ninth class day, provide to the ESO, each term's enrollment statistics for all on-base participants including active duty military members, Department of Defense (DOD) civilian employees, military dependents, and others. This information will be provided in the format outlined in paragraph 8 above, and will include method of payment, e.g., tuition assistance, Veterans Administration (VA), self-pay, Basic Educational Opportunity Grant (Pell Grant), etc. Students using other than tuition assistance must sign privacy Act Release forms.

13. Obtain applicable State Approving Agency (SAA) approval for these academic programs and inform the ESO concerned of any denials within 10 days of receipt. In addition, comply with VA "two year" and "85-15" rules (Public Law Number 95-202) and obtain VA Regional Office (VARO) waivers when appropriate.

14. Report the results of any inspection/review of programs on Barksdale AFB LA 71110, by (SAAs), the VA or accrediting agencies to the ESO.

15. BPCC will ensure adequate library resources, visual aid equipment, and computer technology are supplied to support on-base courses and programs.

16. Provide a formal plan of study for students pursuing a certification, upon request.

17. BPCC agrees to release and waive all claims against the United States, its agents, officers, and employees arising out of the use of Air Force facilities, equipment, supplies and services, by the institution, its officers, agents and employees. The institution further agrees to defend, pay or settle all claims arising out of the use of Air Force facilities based upon the negligence, gross negligence or willful misconduct of its agents, officers and employees. The institution will hold the United States harmless from any and all claims arising out of the acts or omissions of Bossier Parish Community College, Bossier City, LA 71111, its agents, representatives, officers and employees.

18. Provide a course syllabus for students at the first class session.

19. BPCC will notify the ESO of proposed changes to tuition/fees, school policy or existing program format/delivery at least 90 days in advance of the desired implementation date. The ESO will be notified as soon as possible of all proposed or legislatively mandated changes to the institution's tuition/fee schedule.

20. Offer for sale at Barksdale AFB textbooks and materials required supporting their courses.
PART B

The USAF, 2d Bomb Wing, Barksdale AFB LA 71110, in consideration of promises and agreements of Bossier Parish Community College, agrees to:

1. **Promote BPCC programs** on Barksdale AFB LA 71110, through available media.

2. **Provide instructional space**, within existing capabilities, required to accommodate all students enrolled in the academic programs offered by BPCC. Institutional representatives and the ESO will jointly determine adequacy of facilities.

3. Acquisition of office furniture and equipment, if not available through USAF resources, is the responsibility of the institution.

4. Authorize BPCC representatives/faculty members use of **government leased telephone service** (time available basis) for communicating with military personnel or DOD civilian employees enrolled in their academic programs or in direct support of their program, subject to local base policy.

5. Within funding limitations, base libraries will provide supplementary references in support of BPCC programs. In addition, space will be provided, as available, for educational materials furnished by BPCC. The United States shall not be liable for any loss, damage, destruction or depreciation in value of any BPCC materials placed in the base library.

6. Provide such visual aids to BPCC faculty members as determined to be available by the ESO for use in the conduct of classes.

7. **Provide tuition assistance** for active duty USAF personnel enrolled in BPCC programs in accordance with applicable regulations and dependent upon the availability of funds. Subject to the availability of funds, the United States Government will pay to BPCC the applicable tuition rate (100 percent or $250.00 per semester hour) of the semester hour charges for each active duty military student whose application for tuition assistance is approved by the ESO or a designated representative in accordance with AFI 36-2306. All other costs associated with the institution's course enrollments will be collected from students by the institution.

8. **Assist in obtaining passes/ID cards for faculty, administrative personnel and students as required by base regulations.**

9. Assist BPCC representatives visiting the base in an official capacity to use the Visiting Officers Quarters (VOQ) and temporary Officer Open Mess privileges, if available. The institution's faculty and staff will pay for all services received. If government or government contract quarters are not available, the institution will be responsible for arranging quarters in the local area at its own expense.
PART C

Bossier Parish Community College, Bossier City, La 71111 and the USAF, 2d Bomb Wing, Barksdale AFB LA 71110, mutually agree to/understand that:

1. The purpose of this MOU is to enable BPCC in offering high quality educational programs that meet the identified needs of assigned military personnel at Barksdale AFB, LA 71110. This agreement will be interpreted and construed by both parties in a manner that will accomplish the requirements outlined in Parts A and B of this MOU. This agreement will also be interpreted and construed by both parties to permit mutual sharing of equipment for instructional purposes and for instructional support purposes when equipment is determined to be available by the ESO and by the BPCC program administrator.

2. The USAF can make no commitment to provide a specific number of students for a program, nor can it assure that tuition assistance will be available for all active duty personnel who enroll in the program.

3. Admission of candidates to these programs will be at the sole discretion of BPCC. If required because of over-enrollment in a class, the following order of priority is agreed upon: first priority, active duty military personnel; second priority, DOD personnel; third priority, military dependents; fourth priority, National Guard and Reserve military personnel; fifth priority, military retired personnel, and sixth priority, members of the civilian community. This priority enrollment system will apply only to early and regular registration. Thereafter, registration for on-base classes will be on a first-come first-serve basis. Within the stated order of priority, students having matriculated with the institution shall have enrollment priority over non-matriculated students.

4. The desired average/maximum class size shall be 15 students with a minimum class size of 5 students respectively. Classes with fewer than the desired average or more than the maximum number of students may be conducted by mutual agreement between the institution and the ESO.

5. Compliance with Applicable Air Force Instructions is required if Air Force personnel (active duty military or DOD civilian) are considered for employment by the institution. Questions regarding such employment will be referred to the Base Staff Judge Advocate.

6. None of the parties can assure the continuing availability of in-service veteran’s education benefits. BPCC will comply with all valid and legal VA provisions and associated public laws in order to secure such VA benefits for eligible veterans.

7. DOD regulations prohibit the payment of tuition assistance and VA education benefits to cover the cost of the same course.

8. Neither the USAF nor BPCC shall discriminate against participants because of race, creed, age, sex, or physical handicap (where the handicapped person is otherwise qualified).

9. BPCC (faculty and staff) will not be employed by or serve in any other capacity within the Education Services Flight program without written concurrence of the ESO.
10. Representatives of BPCC will not have access to student’s Air Force records such as the AFAEMS (Air Force Automated Education Management System) database or any documents contained therein unless the Individual Privacy Act release has been obtained from the student.

11. Tuition charges by BPC for academic programs are specified in Attachment 3. A minimum of 90 days’ notice will be furnished to the ESO prior to any proposed changes to these rates by the institution, to include detailed justification for the proposed increase. The ESO will advise the institution of concurrence/non-concurrence within 30 days of receipt of proposed tuition increases. The institution will waive all computer laboratory fees if the Air Force provides a computer laboratory facility and equipment.

12. Either party may terminate this MOU at anytime with 180 days' written notice to the other party. In the event that war or other matters beyond the control of the related base temporarily prevent the base from complying with the provisions of the MOU and allowing BPCC to conduct instructional programs on the base, this MOU may be suspended. However, since contractual arrangements with faculty could obligate the College for payment of salaries, more than 180 days' notice is desirable. In the event of termination of program(s), a mutual effort will be made to ensure a smooth transition during the teach-out phase. BPCC will immediately notify all concerned students and the ESO that the program(s) is/are being terminated. The institution will advise its students of special provisions and options that will be exercised to ensure a smooth transition to another program or degree completion with the institution, as appropriate. The teach-out transition will offer students the option of completing remaining degree requirements without loss of credit. No new students will be enrolled in the institution's program once the program has been identified for termination unless agreed upon by the institution and ESO. Each student will be individually counseled and provided with a plan for completing remaining program requirements. Categorically, these students fall into the following groups:

a. Students who complete their remaining program requirements through the institution's on-base courses offered during the teach-out.

b. Students who can complete the remaining credits from another accredited institution to earn a certificate conferred by BPCC.

c. Students who cannot complete the BPCC requirements during the teach-out phases, but can do so through special arrangements utilizing Air Force Educational Leave of Absence Program.

d. Students who can transfer their program requirements to a substitute school program without loss of credits previously awarded/accepted by the academic partnership member. The ESO will ensure that students have been provided follow-on guidance by BPCC and/or the institution accepting the transfer credits during the transitional teach-out.

13. This MOU defines the entire relationship between the USAF, 2d Bomb Wing, Barksdale AFB LA 71110, and Bossier Parish Community College, and supersedes any previous verbal or written agreements of understanding. Failure on the part of either party to comply with the provisions of this MOU may result in the elimination of these educational programs at Barksdale AFB LA 71110. Addenda to this MOU to cover specific requirements of BPCC may be published with the concurrence of both parties.

14. This MOU is at all times subject to the rules and regulations of the Department of the Air Force.
15. No change or modification of this MOU shall be valid unless it is in writing and signed by both parties.

16. This MOU is effective upon signing by both parties and will expire five (5) years after the date of execution unless extended in writing by all parties or terminated as specified in Part C, paragraph 12, of this MOU. Both parties will verify current accreditation status, update program offerings, and review budget data annually. Attachments referenced in this MOU are listed below and are sanctioned as part of this MOU.

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1. Degree Programs Offered on Barksdale AFB LA 71110
2. Military Evaluation Voluntary Education Review (MIVER)
3. Tuition Rates BPCC
4. Tuition Refund Policies of BPCC
THE UNITED STATES AIR FORCE
2d Bomb Wing, Barksdale AFB LA 71110

TIMOTHY G. FAY, Colonel, USAF
Commander

DATE: 9 Nov 10

Bossier Parish Community College
Bossier City, LA 71111

Mr. Jim Henderson
Chancellor
Bossier Parish Community College
Bossier City, LA 71111

DATE: 12 Nov 10