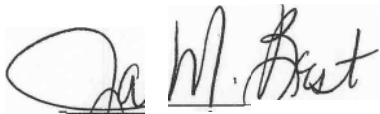


14 December 2004

MEMO FOR RECORD

SUBJECT: Annual Review of Memorandum of Understanding (MOU)

On this date, 14 December 2004, Mr. Dwight Mayo, Director, Wayne Community College Base Programs, and I conducted a review of the current Memorandum of Understanding between the United States Air Force and Wayne Community College (signed Dec 2002 and good for five years). The MOU remains as written with the addition of the attached tuition rate schedule dated 13 July 2004.

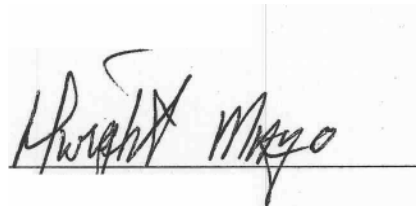


JANIE

Edn

Sgt

JANIE M. BEST, GS-12, DAF
Education Services Officer
Seymour Johnson AFB, NC



DWIGHT MAYO
Director, Wayne Community
College
Seymour Johnson AFB, NC



DEPARTMENT OF THE AIR FORCE

4TH FIGHTER WING (ACC) SEYMOUR
JOHNSON AIR FORCE BASE NC

January 13, 2003

MEMORANDUM FOR Dr. Edward H. Wilson, Jr., President
Wayne Community College
3000 Wayne Memorial Drive
Goldsboro, NC 27533-8002

FROM: 4MSS/DPE
1520 Goodson St.
Seymour Johnson AFB, NC 27531-2184

SUBJECT: Memorandum of Understanding

1. Attached is a signed copy of the current Memorandum of Understanding between the 4th Fighter Wing, Seymour Johnson AFB and Wayne Community College. The document was reviewed by the legal office and will be valid for five years from date of signature with annual reviews.
2. Note that since signature of the MOU, you and I have agreed that any individual using AF tuition assistance and drops by the end of the registration period (first week of class), WCC will not bill the AF. This change is in conjunction with current policy whereas the AF pays 100% of the tuition bill of active duty military.
3. As always, thanks for your support and we look forward to continued growth with your institution.

A handwritten signature in black ink, appearing to read "M. Besf".

JANIE M. BESf, GS-12, DAF
Education Liaison Officer /

Attachment:
Signed MOU

cc:
Dwight Mayo

MEMORANDUM OF UNDERSTANDING

Between The United States Air
Force

Seymour Johnson Air Force Base
and Wayne Community
College

This Memorandum of Understanding (MOU) is made between the United States Air Force (USAF), 4th Fighter Wing, Seymour Johnson Air Force Base (SJAFB), North Carolina (NC) and Wayne Community College (WCC), Goldsboro, North Carolina. All correspondence or notices concerning issues related to this MOU should be forwarded to SJAFB or WCC, as appropriate, at the following addresses:

- a. 4MSS/DPE
1520 Goodson St.
Seymour Johnson AFB, NC 27531 -2184

Phone: (919)722-5800
Fax: (919)722-5809

- b. Wayne Community College
3000 Wayne Memorial Drive
Goldsboro, NC 27533-8002

Phone: (919) 735-5151, Ext. 201
Fax: (919)736-9425

PREAMBLE

The USAF is committed to providing high-quality undergraduate and graduate programs on all Air Force bases. On-base programs, in widely diversified fields essential to the USAF's postsecondary education needs, are conducted by civilian colleges and universities. These programs play a major role in support of professional development, recruiting, and retaining an all volunteer Air Force. USAF Base Training and Education Services (BTES) sponsored programs provide USAF personnel with the opportunity to attain their educational objectives and enhance AF job skills training. WCC objectives complement those of the USAF by providing comprehensive education programs to prepare graduates 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

Wayne Community College, in consideration of promises and agreements of the USAF, agrees to:

1. Offer specified undergraduate educational degree programs on Seymour Johnson Air Force Base, North Carolina as listed in Attachment 1. These programs will fulfill all standards and requirements established by WCC, the Southern Association of Colleges and Schools/Commission on Colleges (SACS/CC), state licensure agencies, and other applicable regional accrediting associations. WCC will maintain full accreditation with SACS/CC and other accrediting associations, as applicable. WCC will:

- a. Comply with the criteria set forth in API 36-2306, The Education Services Program, and the Minimum Criteria for Institutions offering Postsecondary On-base Programs (Attachment 2), and will ensure their application to all WCC programs offered on SJAFB.
 - b. Comply with the Air Force Quality Standards outlined in Attachment 3 for all programs conducted on SJAFB.
 - c. Participate in the Air Force Education Assessment Process (EAP) initiative in accordance with (IAW) API 36-2306, paragraph 2.2.3 to evaluate the quality of education programs on SJAFB and continuously improve these programs. This includes hosting an EAP site team visit and reimbursing the USAF for a proportionate share of the cost of conducting these visits.
2. Provide the Education Liaison Officer (ELO) with course schedules that will permit completion of degree programs in minimum time. Schedules will be available for mutual review by the ELO and WCC at least 45 days in advance of class start dates to permit changes, if required, advance publication of schedules, and appropriate distribution of publicity. Scheduled classes will be conducted as follows:
- a. All classes will have an average of a ten minute break each hour.
 - b. All classes which are conducted for five hours or more will have at least a one hour meal break at the midway point.
3. Consult with the ELO to ensure that program publicity/promotion is a coordinated effort.
4. Conduct all credit courses on SJAFB as resident courses. No annotation will be made on any transcripts, certificates, diplomas, or degrees to distinguish between courses conducted on SJAFB 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 be sub-contracted.
6. Provide base program administrator(s) (selected in consultation with the ELO) and office staff, as required, to manage WCC on-base programs. Counseling and advisement services required to support WCC programs will also be provided. Program administrators will coordinate with the ELO when establishing office hours to ensure that participants in WCC programs have appropriate access to counseling and resolution of administrative problems. ELO 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, WCC for their daily activities. If the ELO and program administrator arrive at a conflict of duties/responsibilities that cannot be resolved, the matter will be resolved in conference between WCC representatives, the ELO, and the Mission Support Squadron Commander.
7. Comply with all laws, rules, regulations, and policies of SJAFB regarding security, ingress and egress, traffic, driving privileges, safety, and sanitation. Access to the base by WCC representatives, staff, and employees is a privilege which is granted and can be revoked by the installation commander.

13. Notify the ELO of scheduled faculty/staff visits at least 10 days in advance, whenever possible.

14. Inform SACS/CC and other regional associations (if applicable) of the existence of each program established under this agreement within 60 days of the program start date.

15. Obtain applicable State Approving Agency (SAA) approval for these academic programs and inform the ELO concerned of any denials within 10 days of receipt. In addition, comply with DVA rules/regulations and obtain DVA Regional Office (VARO) waivers when appropriate.

16. Inform ELO of any major noncompliance results by any inspection/review of WCC on-base programs by SAAs, VA or accrediting agencies.

17. Offer for sale, either directly or through a contract bookstore, the textbooks and materials required in support of courses offered on SJAFB. WCC will ensure all necessary textbooks, related material, and equipment is available at the BTES Center prior to the course start date. Arrangements for students to "sell back" used textbooks should be included.

18. Ensure that the DVA determines In-Service Veterans Educational Benefits and that each individual is correctly charged for course loads certified to the DVA by WCC.

19. WCC will ensure adequate library resources are provided to support base courses and programs.

20. Provide a formal degree plan for students pursuing an undergraduate degree with WCC.

21. WCC 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 WCC, its officers, agents, and employees. WCC 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. WCC will hold the United States harmless from any and all claims arising out of the acts or omissions of WCC, its agents, representatives, officers and employees.

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

23. Accept enrollees from other on-base institutions as transient students who may need to take courses to meet graduation requirements for their parent institution. A letter will be required from the parent institution stating that the student is a degree seeking student at that institution. This will eliminate enrollment fees, transcript requirements and other fees that may be required for first time enrollments.

24. Provide academic advisement to students and prospective students for the program(s) provided. All faculty members will be responsible for adherence to policies, guidelines, professional practices and standards, and other instructional policies and procedures as may be applicable. Instructors will establish flexible make-up arrangements for students whose military duties cause unforeseen absence from class meetings on examination sessions.

PARTS

The USAF, Seymour Johnson AFB, in consideration of promises and agreements of WCC, agrees to:

1. Promote the WCC programs on SJAFB through available media (base newspapers, daily bulletins, student information handouts, etc.).
2. Provide instructional space, within existing capabilities, required to accommodate all students enrolled in the academic programs offered by WCC. WCC and the ELO will jointly determine adequacy of facilities.
3. Provide WCC faculty/staff members with office space during their on-base assignment. If at all possible, this space will be adjacent to/within the ESC/classroom complex. Office space provided will include a facility at each ESC to be used by WCC instructors/counselors for advising students enrolled or interested in the WCC program. Acquisition of office furniture and equipment, if not available through USAF resources, is the responsibility of WCC.
4. Authorize WCC 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 WCC programs. In addition, space will be provided, as available, for educational materials furnished by WCC. The United States shall not be liable for any loss, damage, destruction or depreciation in value of any WCC materials placed in the base library.
6. Provide such visual aids to WCC faculty members as are determined to be available by the ELO, for use in the conduct of classes.
7. Provide Tuition Assistance for active duty USAF personnel enrolled in WCC programs in accordance with applicable regulations and dependent upon the availability of funds. The USAF will not be responsible for the collection or the payment of any tuition, fees, or other charges for individuals. Subject to the availability of funds, the USAF will pay to WCC the applicable tuition rate of 100 percent of the semester hour charges and allowable fees (up to the maximum allowable charges per fiscal year) for each active duty military student whose application for Tuition Assistance is approved by the BTESFC in accordance with API 36-2306. All other costs associated with WCC course enrollments will be collected from students by WCC.
8. Assist in obtaining passes/ID cards for faculty, administrative personnel, and students as required by base regulations.

PART C

WCC and the USAF, 4th Fighter Wing, Seymour Johnson Air Force Base, mutually agree to/understand that:

1. The purpose of this MOU is to enable WCC to offer high quality undergraduate degree programs that meet the identified needs of assigned military personnel at SJAFB listed in Attachment 1. 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.
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 WCC. 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 civilian 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 WCC shall have enrollment priority over non-matriculated students.
4. The desired average class size shall be 15 students with a minimum of 7 and maximum of 32 students for undergraduate classes. Classes with less than the desired average or more than the maximum number of students may be conducted by mutual agreement between the institution and the ELO.
5. Compliance with Joint Ethics Regulation, DoD Directive 5500.7 is required if Air Force personnel (active duty military or DoD civilian) are considered for employment by WCC. Questions regarding the applicability of DoD Directive 5500.7 for such employment should be referred to the Base Staff Judge Advocate.
6. Neither party can assure the continuing availability of in-service Department of Veterans Affairs (DVA) education benefits. WCC will comply with all valid and legal DVA provisions and associated public laws in order to secure such VA benefits for eligible veterans. However, should WCC determine in the future that continued compliance is not in the best interest of the program or WCC, the institution will notify the ELO.
7. DoD regulations prohibit the payment of both tuition assistance and DVA education benefits to cover the cost of the same course except when member elects to use the "Top Up" program to pay tuition costs not covered by tuition assistance.
8. Neither the USAF nor WCC shall discriminate against participants because of race, creed, age, sex, or physical handicap (where the handicapped person is otherwise qualified).
9. WCC personnel (faculty and staff) will not be employed by or serve in any other capacity within the Education Services program without written concurrence of the ELO.

10. WCC representatives will not have access to students' Air Force records such as the AF Form 186, "Individual Record - Education Services Program," or any documents contained therein unless the Individual Privacy Act release has been obtained from the student.

11. Tuition and fee rates for undergraduate courses will be as reflected in Attachment 5 of this MOU. A minimum of 90 days notice will be furnished to the ELO prior to any proposed changes to these rates. Such notice must provide a detailed justification (such as state mandated legislation) for the proposed increase to include WCC projected budget data. The ELO will advise WCC of concurrence/non-concurrence within 30 days of receipt of proposed tuition increases. WCC will waive all computer laboratory fees if the USAF provides a computer laboratory facility and equipment.

12. This MOU may be terminated by either party at any time 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 WCC to conduct instructional programs on the base, this MOU may be suspended. However, since contractual arrangements with faculty could obligate WCC for payment of salaries, more than 180 days notice is desirable. WCC will notify the ELO at SJAFB of the decision to terminate. In the event of termination of a program(s), a mutual effort will be made to ensure a smooth transition during the teach-out phase. WCC will immediately advise students of program termination and special provisions and options will be established. If the program is terminated by the USAF, WCC will make a reasonable effort to arrange degree completion for matriculated students, but cannot ensure that all students will complete remaining degree requirements. During a teach-out, new students may enroll in individual courses, but will not be officially accepted into a WCC degree program once the program has been officially identified for termination. WCC has no obligation to ensure degree completion for these new students. Each matriculated student will be individually counseled and provided with a plan for completing remaining degree requirements. Categorically, these students fall into the following groups:

- a. Students who can complete their remaining program requirements through WCC on-base courses offered during the teach-out.
- b. Students who, by the completion of the teach-out, will have earned sufficient credits so they may complete their remaining credits from another accredited institution and graduate from WCC.
- c. Students who cannot complete requirements during the teach-out phases, but can do so through special arrangements utilizing the Educational Leave of Absence Policy, or through Independent Study at WCC.
- d. Students who can transfer their program requirements to a substitute school program. WCC cannot guarantee the level of credits accepted by another institution, although transferring to a Service member Opportunity College (SOC) should minimize any problem. ELOs will ensure that students have been provided follow-on guidance by WCC and/or the institution accepting the transfer credits during the transitional teach-out.
- e. Students who are not admitted nor matriculated into a WCC degree program will be counseled, as necessary, about various program options, but are not guaranteed program completion by WCC.

13. This MOU defines the educational program relationship between the USAF, 4th Fighter Wing, Seymour Johnson Air Force Base and WCC and supersedes any previous verbal or written agreements or understanding. Failure on the part of either party to comply with the provisions of

this MOU may result in the elimination of these academic programs at SJAFB. Addenda to this MOU to cover specific requirements may be published with the concurrence of both parties, but the addenda must not be in conflict with this MOU.


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 both parties or terminated as specified in Part C, paragraph 12, of this MOU. An annual review will be conducted by both parties to verify current accreditation status, update program offerings, and confirm tuition and fee rates. Attachments referenced in this MOU are listed below and are sanctioned as part of this MOU.

- 5 Atchs
- 1. Degree Programs Offered on SJAFB
- 2. Minimum Criteria for On-base Programs
- 3. United States Air Force Quality Standards
- 4. WCC Refund Policy
- 5. WCC Tuition and Fee Rates

**THE UNITED STATES AIR FORCE
4th Fighter Wing
Seymour Johnson Air Force Base, NC**




OSBORG
r. 4th

**ERIC J. ROSBORG, Colonel, USAF
Commander, 4th Fighter Wing**

DATE: 20 Dec 02

**Wayne Community College
Goldsboro, North Carolina**



WARD H. WILSON, JR.

**EDWARD H. WILSON, JR.
President
Wayne Community College**

DATE:

11/28/02

WCC DEGREE PROGRAMS OFFERED ON
SEYMOUR JOHNSON AFB, NORTH CAROLINA

WCC will offer resident credit leading to Associate of Applied Science, Associate in Arts, Associate in Science and Associate in Fine Arts Degrees along with courses for Certificate programs and Continuing and Adult Education programs.