

STANDARDIZED MEMORANDUM OF UNDERSTANDING (MOU)
FOR EDUCATION SERVICES
BETWEEN
AN ACADEMIC INSTITUTION
AND
A MARINE CORPS BASE OR INSTALLATION

PROVISIONS

This MOU is between (Name of Academic Institution), hereafter referred to as the "Institution" and (Name of the Marine Corps Base or Installation). The purpose of this agreement is to provide guidelines and procedures for the delivery of educational services to active duty personnel, reservists, eligible retired military personnel, and Department of Defense employees, civilians and the adult family members of the previously mentioned categories at (Name of the Marine Corps Base or Installation).

This MOU is not to be construed in any way as giving rise to a contractual obligation of Marine Corps funds to the academic institution which would be contrary to federal law.

WORKING RELATIONSHIPS

In support of this MOU, it is understood that:

1. Name of the Marine Corps Base or Installation:

a. Provide office facilities and classrooms as available and when practical. The installation will determine and specify available facilities and classroom. This does not include office furniture or access to government phone/fax equipment. Climate control and electricity will be provided when available at the office building.

b. Designate the Center Education Services Officer (ESO) to maintain a continuing liaison with the designated College Representative and be responsible for inspections and the acceptance of the Institutions services. The ESO will provide assistance to the academic institution representative to provide military and Marine Corps culture orientation to the academic institution personnel.

c. Be responsible for disseminating any College publicity through the Education Office to available media at (Name of the Marine Corps Base or Installation).

2. Name of the Academic Institution will:

a. Appoint and designate a College Representative to maintain a continuing liaison with the ESO of Name of the Marine Corps Base or Installation.

b. Provide the ESO, six months in advance, with a proposed schedule of classes.

c. Brief the ESO in advance and provide a written notice of class cancellations.

d. Conduct all registration procedures with respect to classes taught by the College.

e. Send all press releases for the Base/Installation newspaper, on-base television channel and other available media to the ESO for screening.

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f. State public institutions will provide the course work at the current, prevailing In-State rate for the term for which the student is registering. This In-State rate applies to active duty military students, and in some states dependents of active duty, and government employees attending courses on Base.

g. With the written consent of the student, as provided on the Tuition Assistance (TA) Authorization, furnish a roster of student final grades attainment within 30 calendar days following course completion to Commanding Officer, NETPDTC (CODE N8115), 6490 Saufley Field Road, Pensacola, FL 32509-5241 for all military personnel receiving TA from the Marine Corps. Also provide a roster of TA students who dropped at no charge to the Government with the original TA Form, if not already returned. Copies of these rosters will also be provided to the ESO.

h. Ensure that the programs provided under this MOU are fully evaluated and approved by the accrediting association at the same time that the home campus is evaluated. The Institution shall provide the ESO with copies of accreditation evaluation reports that are applicable to Name of the Marine Corps Base or Installation, or a copy of the accrediting association's refusal to evaluate. All costs of accreditation visits shall be borne by the Institution.

i. Ensure that administrative staff of the Institution shall have an educational and experiential background commensurate with positions of comparable authority and responsibility at the Institution's home campus.

j. Provide for the continuing professional development of its staff and provide its faculty various enrichment opportunities including regular feedback on teaching performance, periodic workshops on teaching methods, recognition of scholarly achievement, and sponsorship of attendance at relevant academic conferences.

k. Provide adjunct faculty, academic advisors, and other support.

l. Provide the ESO fifteen (15) days prior to the registration period of each term, a list of instructors with information pertaining to the subject(s) each instructor is scheduled to teach. The Institution is solely responsible for making teaching assignments and ensuring that substitute instructors are available to meet class requirements.

m. Ensure that the qualifications of faculty who teach in programs under this MOU are comparable to those of its home campus faculty; the same criteria for appointment and re-appointment must be applied, and by the same approval process. When locally appointed faculty teach courses under the contract, approval of each instructor, on a course-

by-course basis, must be obtained from the appropriate academic department on the home campus in advance of the first teaching assignment.

n. Provide a faculty guide and an orientation program to acquaint faculty with the military way of life and the military community, and to emphasize the understanding and acceptance of Marine Corps institutional values and goals.

o. Ensure that curricula contents, course contents and sequences are determined through formal academic processes and that they are comparable to home campus courses and curricula. The curricula shall lead to degrees or certificates based on the completion of a coherent program designed to assure the mastery of specific knowledge and skills. The Institution shall also accommodate the non-traditional (i.e. absences due to duty) needs of students in the military community to the extent that this is possible without compromising quality.

p. Require that faculty are available to students for consultation outside of class time.

q. Monitor student's academic progress and keep students advised on their current academic standing.

r. Arrange for special laboratory or shop equipment necessary for certain courses or programs to be provided to each location where such courses or programs are being provided.

s. Implement measures to ensure that course expectations are thoroughly and effectively identified for students by faculty, both orally and in the course syllabi.

t. Be responsible, through its faculty and administration, for making sure that adequate print and non-print media resources to support all courses being offered are available at Name of the Marine Corps Base or Installation library facilities, on site institution resource area and or via electronic transmission. Special resources for individual courses, including copies of relevant periodicals, should be placed in the base library or made available by the Institution.

u. Allocate for use at least three (3) percent of their gross tuition income from Name of the Marine Corps Base or Installation students funded by TA for support of the Lifelong Learning Program at Name of the Marine Corps Base or Installation. The three (3) percent contribution will be based on enrollments during the Federal fiscal year (1 Oct through 30 Sep of the given year). The Institution shall assign a campus representative to coordinate the three (3) percent contribution to Name of the Marine Corps Base or Installation. The Institution contribution amount will be reported to the ESO or the designated representative in terms of a financial statement or an official letter not later than sixty (60) days after the end of the federal fiscal year. The funds will be used to support the Name of the Marine Corps Base or Installation library and/or learning resources including reference materials; equipment maintenance; command education center administrative services; student counseling; and the learning environment. The ESO will recommend to the institution on how the

money will be expended. At no time will the ESO receive any of these funds for disbursement.

v. The ESO will establish a planning committee which will prioritize and allocate the total contributions for all institutions. The property (library support needs and equipment) acquired with this money belongs to the educational institution and upon termination of the MOU will continue to belong to that institution. On base college directors will serve on the committee, as well as base librarian, test examiner, and the ESO. The planning committee will normally meet within 60 days after contribution financial statements or official letters for all institutions have been received by the ESO or designated representative.

w. Provide a full range of academic support services to students, tailored as appropriate to their non-traditional needs. These services shall include providing a listing of course offerings and details of financial aid; placement services available; student disciplinary policies; academic advisement and assistance with curriculum planning; record keeping and transcript services and provision of a current catalog that specifies admission standards; degree requirements, course descriptions; term load limitations; definition of grades and explanation of grading policies; explanation of conditions under which credit earned at other institutions may be applicable to the students; degree programs; and the institution's policy concerning student absences and academic integrity. The institution shall also provide the ESO all relevant information on the academic programs and ensure that this information is current.

x. Will submit invoices to the Government no later than 30 days following course completion, but no earlier than after the ADD/DROP period. Will invoice the Government only for valid TA documents approved by the ESO.

y. Be responsible for collection of tuition fees not payable by the Government.

z. Insure that safety and health standards are maintained while classes are being conducted.

aa. Be responsible for offering all required classes and sufficient electives to enable an individual to complete the degree/program within three (3) years. These courses must not infringe on other on-base Name of the Marine Corps Base or Installation MOUs.

bb. Will be a participating Servicemembers Opportunity Colleges for the Marine Corps (SOCMAR) institution (undergraduate programs only). Will provide SOCMAR agreements to all eligible students as required by SOC institutional criteria.

cc. All undergraduate degrees/certificates offered on Name of the Marine Corps Base or Installation will be in the SOCMAR network.

dd. Changes to degrees/certificates offered on Name of the Marine Corps Base or Installation require modification to this MOU prior to implementation.

ee. Provide all office equipment and furniture for operations of school office.

ACADEMIC PROGRAM

Name of the Academic Institution will offer the following degree/certificate program(s):

3. Admission, Registration, and Evaluation

a. Admission to the Institution's programs will be governed by the current standards and procedures for student admissions as stated in the current Institution catalog.

b. Registration will be conducted by college staff at Name of the Marine Corps Base/Installation. A schedule will be mutually agreed upon between the ESO and the Name of the Academic Institution.

c. Qualified family members of military personnel, government employees and their family members, and other civilians shall be permitted to participate in the programs on a space available basis.

d. All necessary forms (including the admission forms) and applications for credit based on military training or experience and DANTES testing will be processed through the institutional staff for appropriate documentation of credit.

e. Classes will be conducted when a mutually agreed upon (between the ESO and academic institution) minimum number of students have been officially enrolled into the class. This minimum number can be changed upon mutual agreement between the ESO and the Name of the Academic Institution.

f. The institution recognizes that Name of the Marine Corps Base/ Installation cannot guarantee any specific number of students for programs or classes.

g. The institution will use the recommendations of the American Council on Education Guide to the Evaluation of Educational Experiences in the Armed Services for evaluation of training and testing and experience as appropriate to individual degree objectives.

h. Registrants receiving TA will present at registration an application that has been approved by the ESO. Name of the Academic Institution will require students using TA to obtain an authorized TA form prior to the start of the term.

4. SCOPE OF WORK

The Institution shall provide education services including, but not be limited to, degree programs, certificate programs, courses, student services, administrative services and library support services at Name of the Marine Corps Base/Installation, for a period of five (5) years with annual reviews. Changes during this period may only be made by mutual written agreement. The government may terminate this MOU with 90 days written notice. The Institution may also do the same provided it submits an acceptable teach out plan to the ESO and does not terminate the MOU during an academic term.

The Institution may make an offer to provide other programs or group of programs, at their option. The Institution will be required to submit technical proposals which set forth detailed, accurate and complete information to enable the Government to evaluate the institutions capability to perform the agreement.

5. PLACE OF PERFORMANCE

- a. List the Geographic Location of where the courses will be held.

6. SPECIFIC TASKS

- a. Program. Draft, implement, refine, and successfully deliver complete academic programs (e.g., degree/certificate programs and courses) aboard Name of the Marine Corps Base/Installation within the parameters of this MOU.

- b. The institution has sole responsibility for the development of instructional materials, classroom presentation, course related testing, class records, recording of attendance, related instructional activities and awarding of degrees, in accordance with the terms of this MOU and institution's policy.

- c. Programs and courses conducted under this MOU shall be selected from the current institutional catalog of programs offered on the home campus, taught by fully qualified faculty, and shall carry identical credit values and represent the same content and experiences as on the home campus. Transcripts and diplomas shall make no differentiation between credits earned on campus and credits earned through programs offered under this MOU.

- d. Institution shall offer only those courses approved by the ESO that are required for programs listed in item 2.31.

- e. Accreditation. The institution shall provide the ESO with a copy of their most recent accreditation evaluation reports. All costs of accreditation visits shall be borne by the institution. The institution shall provide a copy of the cognizant State Education Agency approval for the institution to offer programs.

- f. Program Requirements. The institution shall submit to the ESO for review at least six (6) months prior to anticipated semester start, projected courses/curriculum planned by the institution over the next year period. The ESO, in consultation with all other institutions on Name of the Marine Corps Base/Installation, will schedule an annual

meeting with all institutions to develop a final schedule of courses, to reduce duplication of course Offerings to the maximum extent possible. The revised list will constitute those courses which the institution is committed to offer during the specific term. The institution shall not deviate from the revised schedule without the approval of the ESO. The institution shall then disseminate and publish this approved schedule. The Government does not guarantee provision of any set number of enrollments in a course.

g. During the first two (2) days of each term, each instructor provide a syllabus to the students and shall establish and publish a schedule of instructor office hours.

h. The institution shall supply equipment needed to conduct courses in conformance with accrediting agency standards.

i. The institution shall evaluate and award college credit for the following categories:

(1) Earned Credit: The institution shall accept earned credit per institution policy, where appropriate to the specific programs, for courses that have been taken at other accredited institutions.

(2) Awarded Credit: The institution shall award credit per institution policy, where appropriate to the specific programs, for military courses and Military Occupational Specialties (MOSS) which appear in the Guide to the Evaluation of Educational Experience in the Armed Services for exams, such as CLEP, DSST and ECE; and accept DD Form 295 and other appropriate Army, Air Force, Navy, Marine, Coast Guard, and DOD certifications as documentation, for military credit.

j. The institution shall provide a SOCMAR agreement. A copy of the agreement shall be provided to the student and ESO no later than after the completion of 12 semester hours in the student's degree program. All courses successfully completed at (Name of the Marine Corps Base/Installation) shall be considered as resident courses.

k. Courses conducted through media (e.g., audio/visual cassettes, audio cassette, or computer aided) shall be on an individual enrollment basis. These courses shall have open enrollment.

l. When the institution provides instruction via audio/visual cassette media (video cassette), the institution shall provide all required equipment.

m. Withdrawal of students, whether at the student's or the institution's request, shall be in accordance with the institution's current requirements and fees at the time of withdrawal. However, withdrawal of students due to unforeseen military commitments shall not be the basis for any special charge to the student. The ESO shall determine unforeseen military commitments.

n. To withdraw from any course or program covered by this agreement, a student will submit an "application for withdrawal" to the institution and the ESO. The effective date of the withdrawal shall be the date the "application for withdrawal" was submitted to the institution. If the withdrawing student used TA, and a refund is due,

appropriate refund shall be made to the student and the government by the institution in the same proportions as those which governed tuition payment upon enrollment. The refund policy applies to tuition fees only.

o. The institution shall pay withdrawal refunds (not just provide the student a credit) when the student has filed a withdrawal as outlined in the institution's catalog.

p. Students and the U.S. Government shall be promptly refunded any tuition fees paid the institution if a scheduled course does not materialize for any reason. Refunds to the Government for withdrawals shall normally be deducted from the invoice covering the classes from which the withdrawal occurred. The refund line items should make specific reference to the occurred. The refund line items should make specific reference to the individuals) and course number(s). Where this is not possible, the institution must reimburse the Government by check. Checks for refunds to the United States Government arising out of termination of courses or student withdrawal from a course shall be drawn in favor of the Treasurer of the United States, and must be sent by the institution to: Commanding Officer, NETPDTC N8115/Marine Corps Group, 6490 Saufley Field Road, Pensacola, FL 32509-5241. Refunds to withdrawing students and the Government will be made within thirty (30) days of the withdrawal.

q. Determination to cancel, modify, or delay a requested class resides with the ESO and the institution. Institutions requesting cancellation, modification, or delay require ESO approval.

r. A student who exceeds the number of authorized absences from class meetings, as specified in the institution's catalog, or 25% of the class meetings, whichever is less, shall require the instructor's approval to continue in the course; otherwise, the student must submit an application for withdrawal, giving the reason of absence. A student who has excessive absences and does not formally withdraw and does not successfully complete required course work will automatically receive a failing grade of FN (non-attendance) or equivalent.

s. The institution shall issue grades of incomplete in accordance with institutional policy.

t. A copy of the grades (including failed for non-attendance (FN), Academic Failure (FA), Withdrawal (WD), or Incomplete (IC)) for each student receiving TA or the equivalent shall be provided to NETPDTC (CODE N8115), Pensacola, FL within thirty (30) calendar days of course completion. Use of TA constitutes a waiver of Privacy Act requirements as shown by the applicant's signature.

u. The institution shall award the certificate(s) and degree(s) authorized by the agreement to students who have successfully completed all requirements. Written notice attesting to degree completion shall be sent to students and ESO within 45 days after they successfully complete degree requirements.

v. Official transcript(s) shall be provided upon written request to the student in accordance with institutional policy. The student may be charged the institution standard transcript fee for such requests.

w. The institution shall provide financial aid information and assistance to all students or prospective students applying for available financial aid/grants/loans, and veterans benefit programs.

x. The institution shall offer financial aid programs and participate in PELL Grants and other federal financial aid education programs. The institution shall be approved for federal financial aid programs and Veterans educational assistance programs for all programs on Name of the Marine Corps Base/Installation.

y. The institution shall provide administrative services (staffing for registration, processing of claims, statistical reporting, etc.) to meet student population.

z. The institution shall furnish to the ESO no later than ten (10) working days from start of term, a term enrollment summary showing the total enrollments for the term. The summary shall include class name and number, number of active duty military using TA, number of active duty military using veterans assistance, number of others using veterans assistance, number of active duty military paying for themselves, number of dependent students, number of civilian students, and total number of students.

aa. The institution shall charge only the tuition in effect at the time of this MOU. Each student shall be responsible for paying their own registration fees, if applicable, but these charges may not exceed costs charged by the institution on their main campus.

bb. The institution shall not charge any student penalty fees for change of courses, permit fees, such as vehicle registration or parking fees (unless the student elects to seek enrollment in a class off the installation), research fees, health fees, etc.

cc. The institution shall furnish a degree report biannually on the 1st of October and 1st of April. The Earned Degree Report shall include a listing of students by name, rank, funding source, and degree who received degrees in the previous half year.

dd. The institution shall provide library services to Name of the Marine Corps Base/Installation for students in the form of research and reference materials (e.g., books, pamphlets, magazines, etc.) of similar quality to the support provided students on the institution's home campus. Services shall also include research and reference material in sufficient quantity to meet curriculum and program demands. Materials shall be, at a minimum, the required readings of the instructor(s) for a particular course or program, or the ability for the student to request a copy of such material, from the institution's main library, without any inconvenience or charge to the student (e.g., a library computer terminal which may allow the student to order material and have it mailed to their residence).

ee. Additionally, the institution librarian shall conduct a yearly survey in each program area to establish whether current holdings in the installation library or resources satisfy the library standards of the home campus, and standards established by the institution's accrediting association.

ff. The institution shall arrange for provision of all necessary textbooks, laboratory related materials, and equipment required for use by the faculty and by the students for individual courses or for study use and shall make provisions for delivery of all items to appropriate locations with no additional shipping or handling charges to the students, prior to the scheduled beginning date of each course. Each student shall be offered the opportunity to purchase the necessary materials prior to the scheduled beginning date of the course.

gg. Prepare and maintain all records, reports, and files required under this MOU. The Government reserves the right of access to such files at any time during the MOU period. At the expiration of this MOU, official copies of all active duty military files/records shall be provided to the Government.

hh. The institution shall develop/produce, not later than ninety (90) days after signing this MOU, and keep current a Standard Bulletin or Catalog outlining its program(s) on the Name of the Marine Corps Base/ Installation, and shall provide it to the ESO. This standard bulletin or catalog may include program offerings to other Military Departments in the area but the courses and programs listed must be contained in home campus catalog and offered on the home campus.

ii. The institution shall provide a Faculty Handbook and adjunct faculty manual.

jj. The institution shall send a representative to each "Career Day" or similar seminar held aboard installation to represent the institution's program and answer questions.

kk. Locally generated publicity shall be routed through the ESO.

ll. Exercise proper security precautions to protect Government furnished equipment, institution furnished equipment, and personal property of Government and institution employees from loss, damage, and theft (e.g., lock all doors and windows at conclusion of day or class, notify Military Police of security violations, etc.).

7. INSTITUTION PERSONNEL

a. The institution shall provide sufficient work force to satisfactorily perform the services required by this MOU. This includes management/ supervisory personnel to oversee and assure the full, complete, and competent performance of the services designated herein.

b. Institution employed personnel shall be familiar with military TA program policy, Veterans educational benefits, and the institution's degree requirements in a student's field of interest.

c. Institution employed Instructors shall have the necessary educational credentials (at least equal to an instructor of the same subject on the institution's main campus) to teach in that program and shall have a current resume on file in the institution's base office.

d. Institution's employees, shall either be citizens of the United States, or shall carry a valid U.S. Immigration Alien/Registration Card. It shall be the institution's responsibility to require such proof before each worker becomes an official employee of the institution on the installation.

e. Institution's employees shall observe and comply with all installation rules and regulations applicable to this MOU (including those applicable to the operation of equipment and vehicles, and security). Copies of pertinent installation rules and regulations may be requested from the ESO prior to commencement of services.

f. The Government may require the institution to remove from the job site any employee found to be under the influence of alcohol, drugs, or any other incapacitating agent. The removal from the job site of such person(s) shall not relieve the institution of the requirement to provide sufficient personnel to perform adequate and timely services.

g. ALL institution personnel working on the installation shall obtain from the installation Pass and I.D. Office the necessary Government-issued institution identification badges and vehicle passes/stickers required.

h. The institution shall establish a minimum dress standard to assure that all personnel are properly attired. Those personnel dealing directly with the public/customers shall present a neat, clean, and professional appearance.

i. Employment of off-duty military personnel or Government civilian employees by the institution is permissible provided such employment does not conflict with the policies set forth in "DoD Inst. 5500.7-R, 'Joint Ethics Regulations'." However, Government personnel employed in any way in the administration of this MOU will be excluded from such employment because of conflict of interest. It is understood that these personnel are acting as private citizens.

8. QUALITY CONTROL

a. The institution shall establish a Quality Control Program to assure MOU requirements are provided for administration, program development, program delivery and student services as specified. The program shall include how the institution intends to ensure the delivery of a quality program and shall cover all services described in this MOU.

b. Accepted academic practice and standards of the appropriate accrediting association shall be adhered to and the frequencies/requirements for the inspections shall be stated. Procedures and methods shall be comprehensive in scope and records shall be complete and easy to understand.

c. Include a customer grievance procedure which shall describe how course participants, instructors or other interested parties may identify problem areas and situations to the institution.

d. The institution shall develop a self-evaluation program in conjunction with the ESO, and for projected MIVER visits, self-evaluation study. Results of the self-evaluation will be provided to the ESO within 30 days of completion with corrective action, which will be taken and the time lines in which the actions will be completed. The self-evaluation shall include, but not be restricted to, comments regarding qualitative delivery of instruction and services and qualitative provisions for the administrative aspects of programs being offered. The self-evaluation shall be part of the institutional Quality Control Plan. The self-evaluation shall include an executive summary, a background summary to include institutional goals, a description of administration, a description of faculty, staff and faculty development, faculty, performance, program quality, student services, administrative services, scheduling and course offerings, interaction with the ESO, and recommendations for improvement. The self-evaluation shall assess how well learning objectives and outcomes are being met. The institution shall publish learning objectives and expected outcomes for every course offered in support of their programs.

e. The following minimum items are substantive coverage of the Quality Control Plan: Security of Government furnished space, teacher performance and evaluation, employee orientation and in-service training program, record keeping and reporting requirements of the MOU, management and administration of the MOU, and measurement of learning outcome and customer satisfaction, including interim progress reports and formative evaluation criteria.

f. The institution shall maintain a record of all inspections, accreditation reports, and self-evaluations conducted and corrective actions taken. Such records shall be made available to the Government upon request.

9. GOVERNMENT ADMINISTRATION OF MOU

a. Day-to-Day Administration. The Government will have an on-site ESO to handle the day-to-day responsibilities of administrating, inspecting, overseeing, and evaluating the MOU performance. The ESO will be available to meet with the institution's personnel in order to assure a smooth, continuous operation of the functions, and provide Government assistance when/where required.

b. Quality Assurance. The Government quality assurance inspection procedures will consist primarily of review of TA forms, SOCMAR, SOCNAV student agreements, and other related forms, transcripts (on active duty personnel) and reports. Additionally, various aspects of institution performance will be subject to spot checks and unannounced

inspections or may be monitored by Government personnel to insure that military members are receiving accurate information in regards to their entitlements.

c. Instructor's curriculum, class outlines, and course syllabus, may be reviewed by the ESO upon request to the institution. The Government may also monitor any class, group of classes, or program at their discretion. Copies of a course evaluation provided by the ESO to gain student feedback shall be distributed by the institution, collected and returned directly to the ESO. Time of distribution shall be during the last week of class.

d. The institution shall cooperate fully with Government representatives who conduct quality assurance inspections.

10. GOVERNMENT FURNISHED PROPERTY/SERVICES

a. The Government will:

(1) As available, provide the institution, without charge, and for use only in connection with the performance of this MOU, office and classroom space, and any other items identified herein as Government-Furnished Property. Spaces provided by the Government will also include structural repairs, heating, electricity, plumbing, and pest control. The installation also provides trash disposal, fire fighting services, and security/police services.

(2) Provide assistance to the institution in publicizing their educational programs in the installation newspaper, bulletin boards, etc. on a routine and continuing basis. The institution shall submit such information to the ESO for review, approval, and publication.

(3) Provide necessary directives in the form of TA Bulletins and Invoicing Policies to assist the institution.

(4) Provide guidance to the institution when new directives or regulations are published, new forms or reports are required, and as needed to assist the institution when clarification is required.

11. INSTITUTION FURNISHED PROPERTY/SERVICES

a. The Institution shall:

(1) Provide sufficient staff (office personnel and instructors) and supplies (except those identified as Government furnished equipment) to fully perform the requirements of the MOU. The office shall be staffed on a full-time basis between the hours of 8:00 A.M. through 4:30 P.M., Monday through Friday excluding Federal and other published school holidays. (These hours may be negotiable with low enrollment programs). The office hours shall be posted in the institution's offices and provided to the ESO annually or as changes occur. NOTE: These are minimum hours required by the Government but the institution may also use the office spaces at night and/or weekends.

(2) Provide all support equipment required, such as calculators, typewriters, computers, copy machines, fax machines, office furniture, consumable office supplies, etc., needed to provide its administrative and academic services.

(3) Provide housekeeping and janitorial services (to include trash removal and removal of recyclables per base directives) on a regular and continuing basis, in the assigned office spaces and classrooms provided to the institution by the Government.

(4) Provide the ESO with a complete listing of all office staff personnel, their title and position, and telephone number. Changes shall be provided to the ESO as they occur. The institution shall notify the ESO which office number(s) are to be published in the installation telephone directory.

(5) Be responsible for furnishing all supplies, equipment and services necessary (with the exception of Government furnished items stated herein) without additional cost to the Government.

(6) Classrooms shall be left neat, clean and in a tidy manner (all trash removed), furniture rearranged as originally found, lights turned off, and doors and windows closed and locked, upon vacating premises at the conclusion of each class. Garbage is NOT to be left in the classrooms.

(7) Obtain local telephone service through the installation system to support the services described herein. The institution shall be charged for this service in accordance with the rates established for all other installation customers. Long distance service shall be obtained by the institution through the long distance company of their choice.

(8) Delinquent student accounts are the responsibility of the institution.

(9) If required, cooperate with any successor to effect an orderly and efficient transition. All services shall be maintained by the institution at the required level of proficiency during any required phase-out period.

12. INSPECTION AND ACCEPTANCE

a. The institution shall allow the government to conduct an inspection of the instruction offered, instructional and related materials, and student and personnel records at any time during normal working hours.

b. The government may engage an outside noncompetitive agency to independently evaluate all programs and the institution's performance. The institution shall cooperate fully in such evaluation and make any records available to the evaluator.

13. DELIVERIES OR PERFORMANCE. Performance under this MOU will be at Name of the Marine Corps Base/Installation and shall commence within ninety (90) days of this MOU being signed by the government.

14. MOU ADMINISTRATION DATA

All MOU administration functions will be accomplished by the institution. All verbal inquiries and written correspondence relative to the administration and performance of this MOU shall be directed to the ESO.

15. CONFLICTS BETWEEN MOU AND CATALOG. To the extent of any inconsistency between the provisions of this MOU and any catalog or other document incorporated in this MOU by reference or otherwise or any of the institution's rules and regulations, the provisions of the MOU shall govern.

16. CONSTRUCTIVE CHANGES/PERSONAL SERVICE (Institution office)

a. You are hereby informed that no individual, other than the ESO, possesses the authority to direct you in any way to alter your obligations or change the statement of work in this MOU. If the Government does desire to alter your obligations or to change the statement of work, changes will be issued in writing and signed by the ESO. You should take no action on any change unless and until you receive such a written request.

b. You are further informed that no persons, including the ESO may direct your employees in such manner as to create an employer/employee relationship. The test of the relationship is surveillance that is proper as opposed to supervision which is not.

17. INSTALLATION REGULATIONS. The institution and its employees shall become acquainted with and obey all installation regulations as applies to the operations of the functions described herein, and as applied to personnel employed on Name of the Marine Corps Base/Installation.

18. SECURITY REQUIREMENTS

a. The institution shall comply with all installation security requirements. Upon request, the institution shall submit the name and address of each employee hired for work under this MOU and other forms to be filled out as may be required for security. The institution is responsible for the conduct of its employees while aboard a federal installation. All personnel shall be informed that the Government has the authority to conduct unannounced security inspections within the confines of any federal installation.

b. Neither the institution nor any of its employees shall disclose nor cause to disseminate any information concerning the operations of the activity that could result in or increase the

likelihood of the possibility of a breach of the installation security or interrupt the continuity of its operation.

c. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the institution or any person under his/her control in connection with institution or any person under its employment connected with work under this MOU, may subject the institution, or employees to criminal liability under 18 U.S.C., Section 793 and 798.

d. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this MOU, the resolution of which may require the dissemination of official information will be directed to the ESO.

e. Deviations from or violators of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law, subject the institution to immediate termination.

f. The Government has the right to refuse access to a federal installation to any person at any time.

g. Installation Regulations are outlined in Name and number of the Installation Directive.

19. ACCESS TO BUILDINGS

a. Key(s) shall be issued to the institution by the Government to obtain access to buildings and facilities provided to the institution for use in supplying the services designated in this MOU. It shall be the institution's responsibility, under all circumstances during the term of this MOU, to open and secure the building and facilities at the end of each class.

b. Should any discrepancies occur, e.g., key loss, locks jimmied, etc., the Government shall be notified before the end of the workday concerning the problem. The institution shall be responsible for the cost of replacing keys that are lost by any institution employees. If a lock requires replacement/rekeying because of a breach of security caused by negligence of the institution's or its employees, the cost of this effort shall be borne by the institution.

20. INVOICE PAYMENTS

a. Invoices from institutions must be forwarded to:
NETPDTC (Code N8115) Pensacola, FL. 32509-5241 within (30) days of course completion.

b. All invoices must have the student name (if more than one name, alphabetically by last name), social security number, course number and description, government cost for each course, and total amount of invoice.

c. All invoices must have an invoice number and date.

d. If the institution has any problems with the billing of an invoice, the institution must notify NETPDTC (Code N8115) Pensacola, FL 32509-5241.

e. Grade reports will be provided NETPDTC (Code N8115) within 30 days of term ending date or completion of the course whichever is earlier.

21. IT IS MUTUALLY UNDERSTOOD THAT:

a. Any change in the structure of tuition or tuition charges will be given in writing to the ESO at least 90 days prior to the date of change.

b. The MOU is subject to mutual agreement of the College and the installation, and may be modified at any time if both parties so agree.

c. Both parties agree to abide to all elements of the MOU.

d. This MOU may be terminated by either party with at least 90 days written notice.

23. TERM. This MOU shall be continuous for a period of five (5) years from the date below with annual reviews or, until terminated by either party. Termination will be by written notice at least ninety days written notice prior to termination date. In case of national emergency or military necessity, this MOU may be canceled upon immediate notice.

IN WITNESS WHEREOF. The parties hereunto have executed this MOU as of the day and year first above written.

THE UNITED STATES OF AMERICA

Commanding General/Officer

host activity name

By: _____
Commanding Officer

Date: _____

Activity: Name of the Marine Corps Base/Installation

Date:

Location:

NAME OF THE ACADEMIC INSTITUTION

BY: _____
President or designee

Date:
Title: