MEMORANDUM OF AGREEMENT
BETWEEN

THE UNITED STATES AIR FORCE
16 SPECIAL OPERATIONS WING
HURLBURT FIELD, FLORIDA

AND

THE UNIVERSITY OF WEST FLORIDA, PENSACOLA, FLORIDA

This Memorandum of Agreement (MOA) is made between the United States Air Force (USAF), with authority delegated to the 16 Special Operations Wing (SOW) as the Air Force Executive Agent, and The University of West Florida (UWF). This MOA is applicable to all QC operations at Hurlburt Field, FL. All correspondence or notices concerning issues related to this MOA should be forwarded to 16 MSS/DPE or VC, as appropriate, at the following addresses:

a. 16 MSS/DPE
   221 Lukasik Ave, Suite 1
   Hurlburt Field, FL 32544-5416

b. University of West Florida
   Martin Luther King Jr. Blvd.
   Fort Walton Beach, FL 32547

PREAMBLE: The United States Air Force (USAF) is committed to providing high-quality education programs on its installations. Civilian colleges and universities conduct on-base programs, in widely diversified fields and offer counseling, advising, and registration services essential to the USAF’s postsecondary education needs. These programs play a major role in support of recruiting and retaining an all-volunteer Air Force. The USAF Education Services 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 UWF which are to provide comprehensive counseling, advising, and registration services 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

UWF, in consideration of promises and agreements of the USAF, 16 SOW agrees to:

1. Provide program administrator(s), selected in consultation with the Education Services Officer (ESO) and office staff, as required, to manage counseling and advisement services, as required, to support their local off-base education programs. Program administrators will coordinate with the ESO when establishing office hours to ensure that participants in the
programs of UWF 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 UWF representatives, the ESO, and the Mission Support Squadron Commander.

2. Consult with the ESO to ensure efforts to publicize and promote programs are coordinated.

3. Implement the United States Air Force Education Services Core Standards outlined in Attachment 2 for all programs offered on United States Air Force installations.

4. Fulfill this agreement without reassigning any of its rights or obligations hereunder, to an external party.

5. Comply with all laws, rules, regulations, and policies of Hurlburt Field regarding security, ingress and egress, traffic, driving privileges, safety, and sanitation. Access to the base by UWF representatives, staff, and employees is a privilege that is granted and can be revoked by the installation commander.

6. UWF 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. UWF 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 UWF, its agents, representatives, officers and employees.

7. UWF shall take the necessary steps to maintain the cleanliness of assigned office space. Maintenance shall consist of ensuring that the desk is clean after use, all trash is in appropriate receptacles, furniture returned to its original position, lights off, and room or building locked, if applicable.

PART B

The 16 SOW, on behalf of the USAF, in consideration of promises and agreements of UWF, agrees to:

1. Promote UWF programs on Air Force installations through available media including base bulletin notices, articles for the base newspaper and other means.

2. Provide the UWF staff with office space. If at all possible, this space will be adjacent to or within the Education Services Center. Office space provided will include a facility to be used by the institution's instructors/counselors for advising students enrolled or interested in the programs
offered by the institution. Acquisition of office furniture and equipment, if not available through USAF resources, is the responsibility of the institution.

3. Authorize Institution 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.

4. Assist in obtaining passes or ID cards for faculty, administrative personnel and students as required by base regulations.

PART C

UWF and the USAF, 16 SOW, mutually agree to and understand that:

1. The purpose of this MOA is to enable UWF to offer high quality counseling, advising, and registration services that meet the identified needs of assigned military personnel at Hurlburt Field. 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 MOA.

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 UWF. 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, National Guard and Reserve military personnel; fourth priority, military family members; fifth priority, military retired personnel, and sixth priority, members of the civilian community. This priority enrollment system will apply only to early 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. Compliance with DOD Directive 5500.7 is required if Air Force personnel (active duty military or DoD) are considered for employment by UWF. Questions regarding the applicability of DOD Directive 5500.7 for such employment should be referred to the Base Staff Judge Advocate.

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

6. Institution (faculty and staff) will not be employed by or serve in any other capacity within the education program without written concurrence of the ESO.
7. Representatives of UWF 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.

8. UWF will agree to participate in the Base Education Partnership Committee (BEPAC).

9. This MOA may be terminated by either party 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 MOA and allowing UWF to provide services on Hurlburt Field, this MOA may be suspended. However, since contractual arrangements with UWF employees could obligate the University for payment of salaries, more than 180 days notice is desirable. In the event of termination of services, a mutual effort will be made to ensure a smooth transition. UWF will immediately notify all concerned students and the ESO that the service(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 location with the institution, as appropriate.

10. This MOA defines the entire relationship between the USAF, 16 SOW, and UWF and supersedes any previous verbal or written agreements of understanding. Failure on the part of either party to comply with the provisions of this MOA may result in the elimination of these services at Hurlburt Field. Addenda to this MOA to cover specific requirements of UWF may be published with the concurrence of both parties.

11. This MOA is at all times subject to the rules and regulations of the Department of the Air Force.

12. No change or modification of this MOA shall be valid unless it is in writing and signed by both parties.

13. This MOA is effective upon signing by both parties and will expire 3 years after the date of execution unless extended in writing by all parties or terminated as specified in Part C, paragraph 9, of this MOA. An annual review will be conducted by both parties to verify current accreditation status, update program offerings and review budget data. Attachments referenced in this MOA are listed below and are sanctioned as part of this MOA.

14. In accordance with AFI 36-2306, para 7.2.2, this MOA must be coordinated through the local Judge Advocate office prior to approval by the installation commander and the chief executive officer of the institution.

Attachments (4):
1. Minimum Criteria for Institutions Offering Services On-base
2. Air Force Core Standards
3. Customer Satisfaction and Student Services
4. Program Development
The duly authorized representatives of the parties execute this Memorandum of Agreement related to Hurlburt Field this [date] day of [date], 2005.

[Signature]
THE UNITED STATES AIR FORCE
(Installation Commander)

[Signature]
UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES
(Institution Chief Executive Officer)

DATE: 1 Aug 05

DATE: 6/29/05

APPROVED AS TO FORM AND LEGALITY
Regina L. Irleb"el
UWF ATTORNEY
Applicable Minimum Criteria for Institutions Offering Services On-base
(DOD 1322.25, Feb. 5, 97)

The institution must meet all of the following criteria:

1. Be chartered or licensed by a state government or by the federal government.

2. Be accredited by an agency recognized by the Department of Education.

3. Ensure regular and frequent contact between campus-based faculty and administrators and the institution's off-campus representatives.
APPLICABLE AIR FORCE CORE STANDARDS

CUSTOMER SATISFACTION

PROGRAM DEVELOPMENT
APPLICABLE AIR FORCE CORE STANDARD

CUSTOMER SATISFACTION AND STUDENT SERVICES

Academic institutions and Education Services will conduct periodic assessment of student satisfaction with student services

KEY AREAS OF FOCUS:

- Office hours (Education Center and Institution)
- Testing
- Counseling and advising
- Marketing Plan(s)
- Registration, Transferability and Credit Evaluation
- Office Space
APPLICABLE AIR FORCE CORE STANDARD
PROGRAM DEVELOPMENT

Program development is based on data generated from program monitoring, needs assessments, cooperative planning and goal setting through the Base Education Partnership Committee (BEPAC). The BEPAC is based on equal partnership of institutions and the installation to meet the educational needs of the installation community. The Base Education Services institutions and other installation representatives initiate cooperative efforts to meet established educational goals and objectives. Emphasis on the appropriate use of distance learning technologies is encouraged.

DISCUSSION

Ensure the establishment of the Base Education Partnership Committee to increase cooperation among institutions, Education Office Library and other base agencies. The BEPAC is composed at a minimum of on-base institutions, base education officer, librarian and a designated representative of the Wing Commander. Other agencies and representatives are encouraged. The BEPAC uses data collected by institutions and the Education Services to facilitate its activities. These activities include communication among the education partners on the installation in order to establish common goals and participate in cooperative efforts. The BEPAC develops a systematic, continued program of development to meet the existing and emerging academic needs of the base population.

KEY AREAS OF FOCUS

- Effective communication among the education partners
- Cooperative efforts focused on common goals by the educational partners
- Systemic procedure for identifying and selecting potential providers of on-base education programs
- Base needs assessment, education plan, memorandums of understanding are current
- The Base Education Partnership Committee is formally established, authorized by the installation Wing Commander and has records reflecting regularly scheduled meetings