

**MEMORANDUM OF UNDERSTANDING (MOU)  
FOR EDUCATION SERVICES BETWEEN  
BARTON COUNTY COMMUNITY COLLEGE AND  
UNITED STATES ARMY GARRISON FORT LEAVENWORTH**

**1. Purpose.** This MOU recognizes formally the affiliation between Barton County Community College and the United States Army Garrison, Fort Leavenworth in providing educational services to potential or enrolled students on the installation per authority set forth in Department of the Army Regulation 621-5, 11 July 2006, RAR 6 September 2009. Unless otherwise designated, the Education Services Officer (ESO) is the representative of the Garrison Commander, Fort Leavenworth, for the Army Continuing Education System (ACES) and is the point of contact for all matters within the jurisdiction of this MOU.

**2. Scope.**

a. The area of responsibility includes the United States Army Garrison, Fort Leavenworth. Barton County Community College will provide regular and accessible academic support services to new and previously enrolled military students, family members and civilians at the Army Education Center. These services will help prospective and enrolled students complete educational goals successfully.

b. In order to maintain effective combat force readiness, Headquarters, Department of the Army (HQDA) is committed to raising the education level of its personnel by providing an opportunity for undergraduate classes leading to an Associate degree or parts thereof. Associate level programs provide Soldiers with the opportunity to attain educational objectives and enhance their job skills training. These objectives coincide with the purpose of the institution, which is to provide comprehensive education programs to prepare graduates for productive careers and responsible citizenship. These programs play a major role in support of recruiting and retention of the US Army's all volunteer force.

**3. Responsibilities:**

a. Army Education Services Officer (ESO). In support of this MOU, the Army ESO shall maintain a continuing liaison with the designated Barton County Community College representative and be responsible for inspections and the acceptance of the Barton County Community College's services. The ESO will provide assistance to the Barton County Community College's representative to provide military and Army culture orientation to the Barton County Community College personnel. The ESO will:

(1) Publicize and promote Barton County Community College services using installation media outlets.

(2) Schedule regular meetings with the Barton County Community College on-post representative to discuss problems, pertinent issues, and concerns relating to program operation. At a minimum, meetings will be facilitated on quarterly basis.

(3) Keep the Barton County Community College apprised of installation policies, guidelines, and situational conditions.

(4) Provide, at no cost to Barton County Community College, office space, and utilities for on-site administrative personnel and faculty. If possible, this space will be adjacent to/within the Education Division Office. Space provided will include a facility to be used by Barton County Community College instructors/counselors for advising students enrolled, or interested in, the programs offered by Barton County Community College. Acquisition of office furniture and equipment if not available within Fort Leavenworth resources, is the responsibility of Barton County Community College. Fort Leavenworth will provide, at no cost to Barton County Community College, classroom space to accommodate all students enrolled in Barton County Community College on-post academic programs. The ESO will solicit input from Barton County Community College concerning classroom requirements and will provide all accommodations based on available resources. Barton County Community College and the ESO will jointly determine the adequacy of these facilities. Barton County Community College representatives must ensure their faculty maintains an appropriate learning environment consistent with Fort Leavenworth and education division policies.

(5) Provide such visual aids to Barton County Community College faculty members, as are determined to be available by the ESO for the use in the conduct of Barton County Community College classes.

(6) Help promote Barton County Community College programs on Fort Leavenworth through very effective means (post newspaper, education newsletter, daily bulletins, handouts, commanders' calls, counselor outreach, etc.).

(7) Assist in obtaining temporary passes/vehicle registration for faculty, administrative personnel, and students as required by Fort Leavenworth regulations.

(8) Provide appropriate counseling to all Fort Leavenworth personnel before each course registration, regardless of method of payment.

b. Barton County Community College will:

(1) Offer academic programs leading to associate degrees or Certificates in the following programs:

- Associate of Science
- Associate of Arts
- Associate of General Studies
- Associate of General Studies with Military Studies Emphasis
- Associate of Applied Science Business Technology ;
- Associate of Applied Science Business, Management & Leadership
- Associate of Applied Science Crinlinal Justice
- Associate of Applied Science Corrections

- Associate of Applied Science Networking Computer Specialist
- Associate of Applied Science Hazardous Material Management
- Associate of Applied Science Emergency Management/Homeland Security
- Associate of Applied Science Technical Studies
- Certificate of Applied Science - Military Technologies
- Certificate of Applied Science -Networking Computer Specialist

(2) Fulfill all accepted standards and requirements established by HQDA, the State of Kansas, and the Higher Learning Commission--North Central Association and other appropriate accrediting associations and agencies having jurisdiction over the programs offered by Barton County Community College. Barton County Community College will comply with the DOD MOU and the criteria set forth in Appendix C, AR 621-5, 11 July 2006, RAR 6 September 2009.

(3) Award resident credit for all on-post courses. No on-campus credits shall be required for completion of any program covered under this agreement.

(4) Appoint and designate a Barton County Community College representative to maintain a continuing liaison with the Army ESO. Barton's representative will serve as the single point of contact authorized to address and expedite resolutions of all problems relevant to the conduct of the Barton County Community College program on Fort Leavenworth under terms of this MOU. Barton's Fort Leavenworth representative will, whenever possible, quickly resolve problems concerning courses, registration, bookstore, student services, student records, student support, distance learning, billings, evaluations, financial aid, recurring reports, annual audit, and all other areas relevant to the execution of the terms of this MOU. Areas that cannot be readily resolved by this single point of contact will be referred to the Barton County Community College -Fort Riley campus. Reports on problem resolution will flow back through Barton's on-post representative. This provision does not preclude the ESO from working with others on main campus directly to affect the required resolution if the situation so warrants.

(5) Adopt the GoArmyEd processes. GoArmyEd is the Army Continuing Education System (ACES) centralized and streamlined management system for the Army's postsecondary voluntary education programs.

(6) Agree to all of the terms in the ACES policies and procedures, available at [https://www.hrc.army.mil/site/education/GoArmyEd\\_School\\_Instructions.html](https://www.hrc.army.mil/site/education/GoArmyEd_School_Instructions.html), such as invoicing, grades, reports, library references, etc.

(7) Abide by the installation's policies regarding installation and facility access.

(8) Meet installation security requirements for IT access and use.

(9) Abide by installation physical security policies, procedures, and requirements.

(10) Take a proactive approach to quality-assurance. Barton County Community College will adhere to the standards of quality established by the school, state, accrediting agencies, and HQDA. The institution will also participate in the Military Voluntary Education Review

(MYER) initiative. The MVER handbook will be provided and updated periodically under separate cover. The purpose of MYER is to provide a vehicle for the evaluation and continual improvement of on-post education programs.

(11) Determine the number of faculty members, academic directors, administrators, and clerical personnel based on enrollments and current educational practice. Upon request, the ESO will be provided a listing of faculty and their qualifications prior to each academic year or term.

(12) Control the selection, training, and evaluation of faculty members. Barton County Community College will be committed to equal education and employment to all persons regardless of race, color, age, religion, handicap, sex, or national origin. Compiled results of faculty evaluations conducted each term by Barton County Community College will be provided to and reviewed by the ESO of the Fort Leavenworth Army Education Center.

(13) Conduct annual faculty training sessions. During these sessions, new or previous faculty members will receive training on lesson preparation, testing, and evaluation, pertinent to teaching in the military environment.

(14) Provide an academic coordinator and supporting staff with hours of operation that are consistent with the hours of the Fort Leavenworth Education Services Center. The coordinator shall have the academic credentials required by the College. New administrators, academic directors, and clerical personnel will receive on-site training within two months of being hired. When the administrator position becomes vacant, a permanent on-board replacement shall be provided within 60 days of the vacancy. During such vacancies, an on-site acting or interim administrator shall be provided.

(15) Maintain a tuition rate for the on-post programs that are no higher than the rate charged for similar on-campus programs. Notice of changes in fees shall be provided the ESO as soon as possible but not less than 90 days before implementation. All increases must be fully justified by a financial disclosure. Barton County Community College shall provide documentation and justification of any variance in tuition charges when on-post tuition is greater than on-campus tuition for the same program.

(16) Publish an institutional tuition refund policy. The tuition refund policy is to be included in the Barton County Community College catalog.

(17) Provide the ESO with suggested long term (one and/or two year) course schedules at least two months prior to the commencement of each academic year. Term formats will be coordinated with the ESO, will be conducive with applicable MVER standards on course contact hours and will be mutually agreed upon by the ESO and Barton County Community College. The ESO may request services under the MOU at varying and nonstandard times, i.e., morning, lunch hour, evening, late nights, and shift coverage if necessary, to meet those needs. Barton County Community College shall submit a schedule for each term at least eight weeks in advance of scheduled registrations.

(18) With the approval of the ESO, promote the program through official bulletins, post

newspapers, commanders' calls, and individual and group briefings.

(19) Accept for admission to courses and programs all academically qualified personnel subject to school policy. Upon successful completion of provisional status by a student, Barton County Community College shall evaluate undergraduate credit hours of "D" or better earned through another accredited institution and/or evaluate military education and military occupational specialty credit as recommended by the American Council on Education for specific credit hours, provided it meets the criteria for the student's degree plan.

(20) Make available to the student the tools to procure all necessary textbooks, related materials, and equipment for student use. The College will ensure textbooks and course materials (other than those provided by the U.S. Army) are available to students through an ordering system at prices consistent with on-campus rates.

(21) Take the necessary steps to maintain the cleanliness of assigned office space and classrooms. Maintenance will consist of ensuring that desks are clean after use, trash is in appropriate receptacles, chalk boards/white boards are erased, furniture is returned to its original position, windows closed, lights off, and room or building locked, if applicable.

(22) Assist in conducting yearly graduation ceremonies. Graduating students shall have the opportunity to participate in commencement exercises. Barton County Community College shall be responsible for all graduation costs and details, including publicity, programs, speakers, invitations, and award of degrees.

(23) Report the results of any inspection/review of program on Fort Leavenworth conducted by State Approving Authority (SAA), the Veterans Administration (VA), or accrediting agencies. Barton County Community College shall notify the ESO and provide the ESQ copies of the resulting reports. Also notify the ESO of any scheduled SAA, VA accrediting agency or other staff visits at least 10 days in advance whenever possible.

(24) Release and waive all claims against the United States Army, its agents, officers, and employees, arising out of the use of Fort Leavenworth facilities, equipment, supplies, and services. Barton County Community College shall further agree to defend, pay or settle every claim between third parties, including their agents, employees, or persons claiming through them, against the United States Army, its agents, officers, and employees arising out of the use of Fort Leavenworth facilities, equipment, supplies, and services, and to hold the United States Army, its officers, agents, and employees harmless against every such claim, including attorney fees, costs and expenses of litigation, except death, injury, loss of damage to persons or property solely from willful misconduct of the Fort Leavenworth Garrison Command, its agents, officers, and employees.

(25) Fulfill this agreement without reassigning any of its rights or obligations hereunder to an external party. Barton County Community College will provide learning opportunities through academic programs of the highest quality and will not subcontract any portion of the work associated with academic programs covered by this agreement.

- (26) Submit NLT the 3rd working day of the month the Classes Made/Offered Report to the ESO for report purposes.
- (27) Enforce Classroom etiquette/upkeep/orderliness policies establish by the ESO.
- (28) Acquire the ESO's approval of all class schedules before dissemination and posting.
- (29) Conduct unit outreach IAW with the ESO's marketing Plan.
- (30) Post their hours of operation on the front doors of their offices and to provide the ESO and his staff a copy of their operational hours.
- (31) Not make changes to their operational hours unless approved by the ESO. Unilateral decision to close offices without ESO prior approval is not authorized.
- (32) Obtain the ESO's approval prior to office relocation, moving of classroom or reengagement of classrooms.
- (33) Insure that their instructors are briefed on all policies and procedures that pertain to them and keep a record on file of such briefings. A copy of the roster showing that instructors were briefed will be provided the ESO or his representative.
- (34) Not solicit any program(s) of study or class(es) that are offered by any other school that the ESQ is in MOU with either through DE, correspondence or on-post without ESO approval.
- (35) Come in to secure the education center after normal business hours 0730-1630 when found unsecure *if* it is determined that Barton County Community College had classes in session the time the building was found to be unsecured.
- (36) Comply and be governed by local office closure policy of the installation and not their main campus policy during periods of inclement weather and to adhere to instructions given them by the ESO as he receives them from the installation Director of Emergency Services and the Director of Plans, Training and Management.
- (37) Submit course cancellations to the ESO prior to canceling an on post course.
- (38) Comply with all of the above requirements and Barton County Community College understands that noncompliance with any of the above requirements can lead to termination of their MOU with the Ft Leavenworth Education center.
- (39) Provide on site placement testing for English and Math prior to enrolling students in those courses. Students with ACT, SAT or prerequisites can be placed appropriately without a placement test.
- (40) Barton will submit the required application to become a National Testing Center for DANTES for CLEP and DSST tests at Fort Leavenworth. Schedules for the testing will be

based on the hours of operations at Fort Leavenworth , and the needs of the Soldiers. The testing will be computer based with results available upon completion of the tests.

(41) Program offerings will include Leader Skills Enhancement Program (LSEC); Basic Skills Education Program (BSEP), and College Programs. Additional programs will be added as the needs of the Soldiers and the Army Family are assessed. LSEC and BSEP will be scholarship to the student, with the Army Education Center providing the facilities and utilities for classrooms, Barton offices, and furniture. The Army Education Center and Barton will use the GoArmyEd and Barton enrollment programs to enroll and manage all students in LSEC and BSEP programs.

(42) Sign and participate in an MOU with the Department of Defense pursuant to DoDI 1322.25 prior to Soldiers receiving TA approval to attend their institution.

#### **4. Mutual Agreements:**

a. It is mutually understood that the following general provisions concerning educational services will be adhered to by both parties.

(1) Academic institutions providing on-post courses or degree programs may provide academic program support e.g., scholarships, internships for students to work in education centers, on-line or face-to-face tutorial services, and no-cost instruction in locations such as classrooms, Army Learning Centers/Multi-use Learning Facilities, computer laboratories, or academic skills centers. Academic support will be available to all military students, their families and others.

(2) The Army agrees to provide facilities and classroom space as available and as determined necessary by the ESO, including utilities and class "C" (on-post) telephone service.

(3) This MOU may be cancelled at any time by either party giving 90 days written notice to the other party. The MOU may be modified at any time by written modification mutually agreed upon by both parties.

(4) The MOU is effective upon approval and signature by an authorized representative of the Garrison Commander and President, (education institution). The MOU will expire five years from the effective date unless cancelled prior to that date in writing.

(5) Barton County Community College and Fort Leavenworth make no commitment on the specific number of military students, the availability of TA or the continuing availability of students entitled to in-service VA education benefits.

(6) Active duty military students will be afforded the same registration priority whether payment is through TA or other means (VA, self pay, etc.). Fort Leavenworth agrees to allow students other than those on active duty the right to participate in the Barton County Community College Program providing Fort Leavenworth security and essential mission commitments permit, and Fort Leavenworth pass/ID requirements are satisfied. The institution agrees that its

employees/students will honor all requirements established as a condition for entry to Fort Leavenworth .

(7) Admission of candidates to Barton County Community College programs will be at the sole discretion of Barton County Community College. Priorities for enrollment are active duty military personnel , USAR and National Guard personnel, adult family members, DA and DoD employees, other federal employees, and military retirees; all may participate in the voluntary education service program. In the event it becomes necessary to restrict access to the program and accompanying services, the above order of priority applies. Members of the community may participate on a space-available basis according to the Fort Leavenworth policy at that time. This priority enrollment system will apply only to early and regular registration. Thereafter, registration for Fort Leavenworth classes will be on a first-come, first-serve basis. Within the stated order of priority, students who have matriculated with Barton County Community College will have enrollment priority over non-matriculated students.

(8) Neither Fort Leavenworth nor Barton County Community College will discriminate against participants because of race, religion, national origin, age, sex, or physical handicap (where the handicapped person is otherwise qualified).

(9) Maximum class size will be 30 unless the applicable classroom cannot accommodate that many students. Classes over 30 will be split into two separate and equal sections of the same class. The ESO will determine the adequacy of the facilities for this purpose. Classes with fewer than eight students may be canceled at the discretion of Barton County Community College, in coordination with the ESQ. Barton County Community College will endeavor to offer the class by individualized instruction to students needing the class for graduation, subject to the availability of instructors.

(10) Institutional representatives will not be allowed access to DA Form 669, Army Continuing Education System (ACES) record or other documents contained therein unless the individual privacy act release is obtained from the student or the student voluntarily provides the information.

(11) The ESQ is responsible for documenting and formally advising university officials whenever questionable situations are observed relative to compliance with the minimum benchmarks established by this MOU, DoD criteria set forth in AR 621-5, the DOD MOU, MVER standards, and the appropriate regional accrediting associations. The ESQ will be advised of and involved in resolution of all unresolved situations. The ESO, the Barton County Community College representative and designated Barton County Community College on-campus officials will confer as needed until resolution occurs.

(12) Compliance with the DoD joint ethics regulation is required if Fort Leavenworth personnel (active duty military or DoD civilians) are considered for employment by Barton County Community College. Questions regarding the applicability of the joint ethics regulation for such employment will be referred to the Fort Leavenworth Staff Judge Advocate for determination.

(13) Barton County Community College's faculty and staff will not be employed by or serve in any other capacity within the education service program without the specific written concurrence by the ESO.

(14) This MOU may be terminated by either party, at any time, with 90 days written notice, to the other party. In the event war or other matters beyond the control of Fort Leavenworth prevents the Installation from complying with the provisions of this MOU and thus deny Barton County Community College the ability to conduct courses on Fort Leavenworth, this MOU may be suspended. Since contractual arrangements with faculty could obligate Barton County Community College for payment of salaries, more than 90 days notice is desirable.

(15) In the event of termination of program(s), a mutual effort will be made to ensure a smooth transition during the teach-out phase. Barton County Community College will immediately notify all concerned students and ensure a smooth transition to another program or degree completion with Barton County Community College, 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 Barton County Community College program once the program has been identified for termination. Each 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 complete their remaining program requirements through Barton County Community College on post courses during the teach-out.

(b) Students who can complete the remaining credit from another accredited institution to earn a degree conferred by Barton County Community College.

(c) Students who cannot complete Barton County Community College requirements during the teach-out phase, but can do so through special arrangements utilizing the degree completion program.

(d) Students who can transfer their program requirements to a substitute program without loss of credits, previously awarded/accepted by Barton County Community College. The ESO will ensure that Barton County Community College and the institution accepting the transfer credits during the transitional teach-out have provided students follow-up guidance.

(16) This MOU defines the entire relationship between Fort Leavenworth, the ESO, and Barton County Community College and supersedes any previous verbal or written agreements of understanding. Failure on the part of any party to comply with the provisions of this MOU may result in the elimination of these academic programs on Fort Leavenworth. No change or modification of this MOU shall be valid unless or until it is in writing and signed by all parties.

b. This MOU becomes effective when signed by both parties tuition rates are effective for all Barton County Community College terms that begin 1 October and later. An annual review will be conducted by both parties to verify accreditation status, update program offerings, and review program delivery on budget data. Attachments referenced in this MOU are listed below and are considered integral sections of the MOU.

c. Points of contact for this MOU addendum are the ESO and Barton County Community College, Military Education Director.

d. IN WITNESS WHEREOF, the parties, hereby intending to be legally bound, have caused this MOU addendum to be executed by their duly authorized representatives.

//Original Signed//  
Timothy R. Wulff  
Colonel, US Army  
Garrison Commander  
3 SEP 2014

//Original Signed//  
Dr. Carl R. Heilman  
President  
Barton County Community College  
12 AUG 2014

//Original Signed//  
Gerald A. Henderson  
Director of Human Resources  
(Interim Education Services Officer)  
4 SEP 2014