

# E D U C A T I O N   S E R V I C E   A G R E E M E N T

SOUTHWESTERN CHRISTIAN UNIVERSITY  
7210 NW 39TH EXPRESSWAY  
BETHANY, OK 73008-0340  
HOST FICE: 003152    ACADEMIC FICE: 003180  
W1912SU-06-H-1996

1. This agreement between the Government, represented by the Contracting Officer, and the Contractor, the educational institution listed above, is effective when signed by both parties. (See Page 7.)
2. This agreement is for educational services to be provided by the Contractor to Government personnel at the Contractor's institution. The Contractor shall provide instruction with standard offering of courses available to the public.
3. The Government shall pay for services under the Contractor's normal schedule of tuition and fees or Room and Board applicable to the public and in effect at the time the services are performed.
4. The Government will review this agreement annually before the anniversary of its effective date for the purpose of incorporating changes required by statutes, executive orders, the Federal Acquisition Regulation, or the Defense Federal Acquisition Regulation Supplement. Changes required may be made by modification to this agreement or by issuance of a superseding agreement. If mutual agreement on the changes cannot be reached, the Government will terminate this agreement.
5. The parties may amend this agreement only by mutual consent.
6. This agreement shall start on the date in paragraph 1 and shall continue until terminated.
7. The estimated annual cost of this agreement is unknown. This estimate is for administrative purposes only and does not impose any obligation on the Government to request any services or make any payment.
8. **10 U.S.C. 2396(a) (3) authorizes advance payments.**
9. The terms and conditions set forth in DA Form 597-3, "Army Senior Reserve Officers' Corps (ROTC) Scholarship Cadet Contract" and DA Form 918A, "Agreement for Establishment and Maintenance of an Army Senior Reserve Officers' Training Corps Unit" are applicable to the performance of this agreement.
10. Submit charges through the Government-wide IMPAC VISA Purchase Card or Electronic File Transfer Programs.

## SCHEDULE PROVISIONS

1. **ORDERING PROCEDURES AND SERVICES to be provided.**
  - (a) The Contractor shall promptly deliver to the applicable ROTC Department one copy of each catalog applicable to this agreement, and one copy of any subsequent revision.

***ORIGINAL COPY***

- (b) Prior to the beginning of each school year, the ROTC Department will send a list of prospective cadets to the contractor.
- (c) All students under this agreement shall register in the same manner, be subject to the same academic regulations, and have the same privileges, including the use of all facilities and equipment as any other students enrolled in the institution.
- (d) Upon enrolling each student under this agreement, the Contractor shall, where the resident or non-resident status involves a difference in Tuition and Fees or Room or Board—
  - (i) Determine the resident or non-resident status of the student;
  - (ii) Notify the student and the ROTC Department of the determination;
  - (iii) If there is an appeal of the determination, process the appeal under the Contractor's standard procedures;
  - (iv) Notify the student and the ROTC Department of the result; and
  - (v) Make the determination a part of the student's permanent record.
- (e) The Government is not responsible for costs associated with any instruction or other services provided to any student under this agreement unless the ROTC Department has identified the person as a prospective cadet in the notification discussed in paragraph 1(b) above.
- (f) As a requisite for the Army to be obligated for the cost of any other tuition and fees or room and board under this contract, each student must be enrolled on full time active ROTC Scholarship status until the 45th day after the start of classes of each academic year. If the student fails to remain in an active enrolled scholarship status until the 45th day, the student will be in breach of contract and will be liable for the current costs of tuition/room and any other fees/board due the institution.

**2. CHANGE IN CURRICULUM:**

The Contracting Officer (PMS) may vary the curriculum for any student enrolled under this agreement but shall not require or make any change in any course without the Contractor's consent.

**3. PAYMENT:**

The Government will process payments under this educational service agreement (ESA) through the Government-wide IMPAC VISA Purchase Card or Electronic File Transfer Programs.

- (a) Approximately 30 days before the start of each school year (semester/quarter and/or approved summer session), the Government will provide each college/university, a consolidated list of students that the Government anticipates will be enrolled at that college/university.
- (b) No earlier than 45 days after start of each school year (semester/quarter), the college/university shall submit a single detailed invoice to the ROTC Department with a consolidated listing of tuition and fees or room and board for each ROTC scholarship student enrolled and participating in ROTC at their institution. Invoice for the subsequent quarter or semester and approved summer sessions will be invoiced after the add/drop period as determined by the college/university.
- (c) The Contractor shall provide the following information—
  - (i) Agreement number and inclusive dates of the term;
  - (ii) Name of each student and social security number;
  - (iii) A list showing courses for each student if the school charges by credit hour;
  - (iv) The resident or nonresident status of each student (if applicable to the Contractor's school); and a breakdown of charges for each student, including credit hours, tuition, room, application

fee, board and other fees. Provide a total for each student and a grand total for all students listed on the invoice.

- (d) The Government will confirm tuition and fees or room and board invoiced for each student. The college/university will elect Government-wide IMPAC VISA Purchase Card or EFT/Direct Deposit as their form of payment. After the government authorizes payment, the college/university will process the invoice as a single VISA transaction or the Government will process a Standard Form 1034 for an Electronic File Transfer which will be disbursed to the college/university within 30 days. The Government will provide the Contractor the applicable data to process the single VISA transaction.
- (e) The Government shall pay the Contractor the normal tuition and fees or room and board which the Contractor charges students pursuing the same or similar curricula, except for any tuition and fees or room board, which this agreement excludes. The Contractor may change any tuition and fees or room and board, provided—
  - (i) The Contractor publishes the revisions in a catalog or otherwise publicly announces the revisions;
  - (ii) Applies the revisions uniformly to all students studying the same or similar curricula;
  - (iii) Provides the Contracting Officer notice of changes before their effective date.
- (f) The Contractor shall not establish any tuition and fees or room and board that apply solely to students under this agreement.
- (g) If the Contractor regularly charges higher tuition and fees or room and board for nonresident students, the Contractor may charge the Government the normal nonresident tuition and fees or room and board for students under this agreement who are nonresidents. The Government shall not claim resident tuition and fees or room and board for any student solely on the basis of the student residing in the State as a consequence of enrollment under this agreement.
- (h) The Contractor shall charge the Government only the tuition and fees or room and board which relate directly to enrollment as a student. Tuition and fees or room and board may include—
  - (i) Penalty fees for late registration or change of course caused by the Government;
  - (ii) Mandatory health fees and health insurance charges, mandatory room and board charges; and
  - (iii) Any flat rate charge applicable to all students registered for research that appears in the Contractor's publicly announced fee schedule.
- (i) The Contractor shall not charge the Government for—
  - (i) Permit charges, such as vehicle registration or parking fees, unless specifically authorized by the Government; and
  - (ii) Any equipment, refundable deposits, or any items or services (such as computer time) related to student research.
- (j) Normally, the Contractor shall not directly charge individual students for application fees or any other fee chargeable to this agreement. However, if the Contractor's standard procedures require payment of any fee before the student is enrolled under this agreement, the Contractor may charge the student. When the Contractor receives payment from the Government, the Contractor shall fully reimburse the student.
- (k) If unforeseen events require additional charges that are otherwise payable under the Contractor's normal tuition and fees or room and board schedule, the Contractor may submit a supplemental charge or make the adjustment on the next regular charge under this agreement. The Contractor shall clearly identify and explain the supplemental charge or the adjustment.

- (l) In the event of an overpayment of tuition and fees or room and board to the Contractor by the Government, a credit adjustment will be processed through the Government-wide Purchase Card Program as agreed upon by both parties.

**4. WITHDRAWAL OF STUDENTS.**

- (a) The Government and/or the ROTC Department may, at its option and at any time, withdraw financial support for any student. This information will be provided to the student and the Contractor in writing within a reasonable time after publication.
- (b) The Contractor may request withdrawal by the Government of any student for academic or disciplinary reasons.
- (c) If withdrawal occurs after the add/drop period and before the end of a term, the Government will pay any tuition and fees or room and board due for the current term. The Contractor shall refund any eligible charges under the Contractor's standard procedures for any student in effect on the date of withdrawal.
- (d) Withdrawal of students by the Government will not be the basis for any special charge or claim by the Contractor other than charges under the Contractor's standard procedures.

**5. TRANSCRIPTS.**

Within a reasonable time after withdrawal of a student for any reason, or after graduation, the Contractor shall send the ROTC Department one copy of an official transcript showing all work by the student at the institution until such withdrawal or graduation.

**6. TERMINATION OF AGREEMENT.**

- (a) Either party may terminate this agreement by giving 30 days advance written notice of the effective date of termination. In the event of termination, the Government shall have the right, at its option, to continue to receive educational services for those students already enrolled in the contractor's institution under this agreement and until such time the students complete their courses or curricula or the Government withdraws them from the Contractor's institution. The terms and conditions of this agreement in effect on the effective date of the termination shall continue to apply to such students remaining in the Contractor's institution.
- (b) Withdrawal of students under Schedule Provision 4 shall not be considered a termination within the meaning of this Provision 7.
- (c) Termination by either party shall not be the basis for any special charge or claim by the Contractor, other than as provided by the Contractor's standard procedures.

## G E N E R A L   P R O V I S I O N S

1. FAR 52.202-1, DEFINITIONS, and add the following paragraphs (d) through (i).
  - (d) "*Term*" means the period of time into which the Contractor divides the academic year for purposes of instruction. This includes "semester," "trimester," "quarter," or any similar word the Contractor may use.
  - (e) "*Course*" means a series of lectures or instructions, and laboratory periods, relating to one specific representation of subject matter, such as Elementary College Algebra, German 401, or Surveying. Normally, a student completes a course in one term and receives a certain number of semester hours (credit) or equivalent) upon successful completion.
  - (f) "*Curriculum*" means a series of courses having a unified purpose and belonging primarily to one major academic field. It will usually include certain required courses and elective courses within established criteria. Examples include Business Administration, Civil Engineering, Fine and Applied Arts, and Physics. A curriculum normally covers more than one term and leads to a degree or diploma upon successful completion.
  - (g) "*Catalog*" means any medium by which the Contractor publicly announces terms and conditions for enrollment in the Contractor's institution, including tuition and fees to be charged. This includes "bulletin," "announcement," or any other similar word the Contractor may use.
  - (h) "*Tuition and fees or room and board*" means the amount of money charged by an educational institution for instruction, to include those applicable charges directly related to the enrollment in the Contractor's institution. Unless specifically authorized by the Government, fees or board shall not include --
    - (1) Any permit charge, such as parking and vehicle registration; or
    - (2) Charges for services of a personal nature, such as telephone service and laundry.
  - (i) "*ROTC Department*" means the Senior ROTC Host or Extension Center program that has overall responsibility for the students enrolled under this agreement that are properly enrolled in the Army Scholarship Program. This department may be different than stated on this agreement due to the partnership agreements between the various colleges/universities and the host/extension center program.
  - (j) "*Government-wide Purchase Card Program*" was established within the Federal government under a U.S. General Services Administration (GSA) contract to streamline purchasing and vendor payment procedures. This program is officially known as the International Purchase Authorization Card (commonly referred to as the IMPAC VISA Purchase Card), and has been very successful in streamlining the procurement process and reducing administrative costs for the Government. The IMPAC VISA process is much the same as it is for an individual VISA card, and provides for expedited payment through VISA, rather than a Government finance office.
2. FAR 52.203-1 OFFICIALS NOT TO BENEFIT.
3. FAR 52.203-3 GRATUITIES.
4. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES.
5. FAR 52-204-1 APPROVAL OF CONTRACT, if required by department/agency procedures.
6. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATIONS.

7. FAR 52.215-18 ORDER OF PRECEDENCE.

8. CONFLICTS BETWEEN AGREEMENT AND CATALOG

If there is any inconsistency between this agreement and any catalog or other documents incorporated in this agreement by reference, or any of the Contractor's rules and regulations, the provisions of this agreement shall govern.

9. FAR 52.222-3 CONVICT LABOR.

10. Under FAR 22.802, FAR 22.807, and FAR 22.810, use the appropriate clause from FAR 52.222-26, EQUAL OPPORTUNITY.

11. FAR 52.233-1 DISPUTES.

12. ASSIGNMENT OF CLAIMS:

No claim under this agreement shall be assigned.

13. FAR 52.252-4 ALTERATIONS IN CONTRACT, if required by department/agency procedure.

SIGNATURE PAGE

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7210 NW 39TH EXPRESSWAY  
BETHANY, OK 73008-0340  
HOST FICE: 003152 ACADEMIC FICE: 003180  
W1912SU-06-H-1996

Method of Payment:

\_\_\_ IMPAC PURCHASE CARD (currently VISA) or  Electronic File Transfer.

BY: 

DATE: 11-16-07

Charles S. Chitwood  
Printed or Typed Name  
Dean of Academic Affairs  
Title  
405-789-7661  
Phone

THE UNITED STATES OF AMERICA

BY: 

DATE: \_\_\_\_\_

CYNTHIA L. CHERRY  
Contracting Officer  
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