

MEMORANDUM OF UNDERSTANDING

DUAL ENROLLMENT

between

NOTRE DAME OF MARYLAND UNIVERSITY

and

ARCHBISHOP SPALDING HIGH SCHOOL (ASHS)

I. Introduction

This document creates a Memorandum of Understanding MOU between Notre Dame of Maryland University (NDMU) and Archbishop Spalding High School (ASHS). The purpose of this MOU is to enable ASHS and NDMU to work collaboratively in awarding dual enrollment credit for ASHS SCHOOL students at NDMU and to allow ASHS students to take college courses as dually enrolled students. The expectation of both ASHS and NDMU is that dual enrollment will develop responsible, self-determined college-prepared learners. This Memorandum of Understanding is entered into as of March 23, 2022.

Dual enrollment is defined as a student who is simultaneously enrolled in both a high school and a college or university. The credits earned at NDMU may count as credit on the high school transcript and may also that satisfy high school graduation requirements. ASHS and NDMU agree that dual enrollment prepares students for success in college by offering:

The cooperative program established by this MOU will be governed by the policies and procedures of ASHS and NDMU, as well as applicable state and federal laws.

II. Terms of the Agreement

The term of this agreement shall be for a one (1) year period beginning March 23, 2022 through March 23, 2023, unless terminated earlier as provided in this agreement. Thereafter, this agreement shall be automatically renewed for successive periods of one (1) year each. The Parties agree that any renewal of the agreement for a subsequent year must be executed by both parties at least ninety (90) days prior to the expiration of the current term.

Responsibilities of the Parties

ASHS agrees to the following:

1. ASHS will make all high school students who are eligible aware of the opportunity to dually enroll under this agreement; and
2. ASHS will pay the tuition and fees for the dual enrollment course as outlined in the Tuition and Fee section of this document and in Appendix B.
3. ASHS will record the course on the student's high school transcript;
4. ASHS will approve the applications as detailed in Appendix A;
5. ASHS will provide NDMU with official grades for all courses ASHS students take under the terms of this agreement as outlined in Appendix A.
6. ASHS will identify appropriately qualified ASHS faculty members to teach NDMU courses, subject to approval by NDMU.

NDMU will:

1. Enroll qualified ASHS students in courses as outlined in Appendix A;
2. Maintain a list of all dually enrolled students;

3. Charge tuition and fees as outlined in the Tuition and Fees section of this document and in Appendix B;
4. Provide ASHS with official grades for all courses ASHS students take under the terms of this agreement as outlined in Appendix A.
5. NDMU will offer general dual enrollment courses in the high schools based on the availability of qualified NDMU or ASHS faculty members to teach the courses in the time frames requested by ASHS, subject to approval of NDMU.
6. Retain the right to suspend or expel dually enrolled students.

ASHS and NDMU jointly will:

1. Maintain a common unique student identifier for tracking purposes;
2. Coordinate parent information about the programs;
3. Cooperate in providing joint marketing materials and efforts to promote both dual enrollment.
4. Cooperate to gather, report, and share assessment data each term, including:
 - a. The number of students who are dually enrolled under this agreement; and
 - b. The number and course name of the courses in which each student dually enrolls; and
 - c. Grades earned in dually enrolled courses; and
 - d. Graduation and completion information at the conclusion of both high school and college work.

III. Tuition and Fees

NDMU will charge ASHS \$275 in tuition per student per course.

IV. Family Education Rights and Privacy Act FERPA

NDMU adheres to the policies and procedures as defined by the Family Education Rights and Privacy Act FERPA and its implementing regulations. It is acknowledged FERPA permits the disclosure of personally identifiable information from a student's education record without consent to ASHS and NDMU officials who have been determined to have legitimate educational interests. ASHS and NDMU officials include instructional or administrative personnel who are or may be in a position to use the information in furtherance of a legitimate objective. Legitimate educational interests include those directly related to the academic environment. It is further acknowledged that NDMU is the custodian of a student's college records during the time that the student is enrolled in the institution.

ASHS students under 18 years of age dually enrolled under this agreement shall be provided a FERPA waiver in order to share information with parents or guardians. Such a waiver must be submitted and maintained to and by NDMU.

V. Curriculum

Implementation of the dual enrollment MOU will follow the parameters outlined in the Dual Enrollment Matrix (See Appendix B). Deviations from the terms of Appendix B must be approved by both the Vice President for Academic Affairs of NDMU and the Chief Academic Officer of ASHS.

NDMU shall retain full and complete authority over its curriculum offered for dual enrollment, as well as its policies and procedures.

NDMU will offer dual enrollment courses, using one or more of the following modalities:

1. traditional, face-to-face
2. hybrid, which combines face-to-face and on-line,

Dual enrollment students will not be allowed to take winter intersession courses, nor will students be allowed to take courses for audit.

This Agreement and its appendices constitute the entire understanding and agreement of the parties. With the exception of Appendix A (Dual Enrollment Procedures), Appendix B (Dual Enrollment Matrix), and Appendix C (Dual Enrollment Course Crosswalk), no change or addition shall be binding upon the parties unless such amendment or modification to this MOU is in writing and is executed by the President of NDMU and the President of ASHS.

This Agreement, when fully executed, shall supersede any and all prior or contemporaneous agreements, either oral or in writing, with respect to the subject matter thereof. Appendices may be modified as a result of the annual review of the agreement by the Dual Enrollment Advisory Committee. When signed by both the Vice President for Academic Affairs of NDMU and the Principal of ASHS, the modified appendices supersede any prior provisions in Appendices.

The President of NDMU and the President of ASHS shall each designate one individual to be the point of contact for any and all requests and course approvals for dual enrollment offerings. At ASHS, the individual is the Principal at NDMU, the individual is the Vice President for Academic Affairs. Jointly, these designees will determine which courses are available for dual enrollment. Only courses that are considered to fulfill core or electives in the high school curriculum are eligible for high school graduation requirements and will be included in both the high school and college GPA. When the two designees put a course on the crosswalk (Appendix C) that course may be offered for high school credit without any additional approvals.

VI. Indemnification:

ASHS shall save, defend, indemnify, and hold NDMU, its officers, trustees, employees, and agents harmless for any and all claims, actions, and suits for bodily injury, death, or property damage arising from the negligence or willful acts of ASHS SCHOOL, its agents, students, faculty, or employees in performing its obligations under this MOU or any extension thereof.

NDMU shall save, defend, indemnify, and hold ASHS, its officers, trustees, employees, and agents harmless for any and all claims, actions, and suits for bodily injury, death, or property damage arising from the negligence or willful acts of NDMU its agents, students, faculty, or employees in performing its obligations under this MOU or any extension thereof.

VII. Termination

This MOU may be terminated upon the occurrence of any of the following events:

Mutual agreement of the parties. Either party upon the other party's breach of any of the terms and conditions of this MOU, and the breaching party's failure to cure such default to the satisfaction of the other party within five (5) business days from the time that notice of the default is given. Either party with 30 days advanced written notice of the intent to terminate at the conclusion of the course offering.

Students enrolled in a course at the time of termination shall be permitted to complete the course under the terms and conditions set forth in this MOU. A student may elect to take additional coursework provided by NDMU at his or her sole expense after the MOU is terminated.

VIII. Nondiscrimination

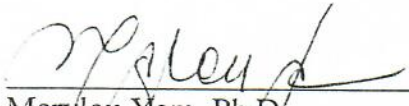
NDMU and ASHS agree to make no distinction among the participant, students or employees who are covered by the MOU on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

General Terms and Conditions

This MOU shall be governed by, and construed in accordance with the laws of the State of Maryland. This MOU is not assignable by either party without the prior written consent of the other. Nothing in this MOU shall be deemed or implied to create a joint

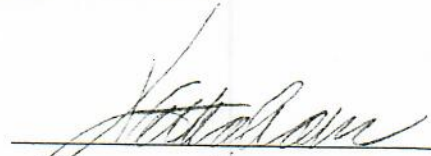
venture or partnership of any kind between NDMU and ASHS. Neither NDMU nor ASHS shall have any right to contract on behalf of or bind the other party or make any commitment, representation, or warranty for or on behalf of the other party. No employee, agent, or third-party contractor of one party shall be deemed an employee, agent or third-party of the other.

**In Witness Whereof the Parties Have Signed and Sealed
This MOU as of the Date Written Below:**



Marylou Yam, Ph.D.
President
Notre Dame of Maryland University

Date 3/29/2022



President KATHLEEN K MAHAR
ASHS

Date 3/31/2022

Appendix A: Dual Enrollment Procedures for the MOU Dual Enrollment

This document details the joint processes for students to be dually enrolled in ASHS and NDMU.

Section 1: Eligibility Criteria

ASHS students must meet the following requirements in order to be eligible for dual enrollment at NDMU:

1. Be enrolled in the 11th or 12th grade on the first day of the term in which the course is offered.
2. Maintain a 3.0 high school cumulative GPA.
3. Be deemed by ASHS to have demonstrated readiness for college-level course work.

Section 2: Description

In the event that ASHS student wishes to be enrolled in a course at NDMU, the following process will be followed:

1. The student must complete an application for dual enrollment at the high school to verify qualifications/criteria for dual enrollment are met for each term.
2. The student must secure the approval of the counselor to allow the course to be considered for dual credit.
3. ASHS must supply NDMU with a data file containing specified information, as determined by NDMU, on approved students.
4. Student must register for a course or courses, as designated by NDMU.
5. NDMU will verify enrollment of approved students.
Tuition at the rates designated in the MOU and in Appendix B will be paid by ASHS.

Section 3: Procedure

A student who meets the GPA and grade level requirements may complete the ASHS/NDMU Dual Enrollment Application and submit the request to the counselor for signature. The school counselor verifies eligibility and college readiness, and may approve dual credit designation.

ASHS uploads the information into a database.

ASHS transmits the data for approved applicants to NDMU.

The student registers for a course or courses, as designated by NDMU.

NDMU provides a list of registered students and their course(s) prior to the start of the term to ASHS. Upon completion of the course at ASHS by ASHS faculty, ASHS will provide a list of course completers with final grade at the end of the term to NDMU.

ASHS will record the course on the student transcript. If the course is part of the approved graduation credit agreement (Appendix C), the course will count toward graduation credit and be included in the student GPA as a weighted grade.

NDMU will provide transcripts of work upon request, following completion of the course. ASHS will include the grade on the transcript, including a withdrawal, an incomplete or a failure.

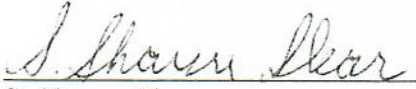
Section 4: Payment

A check to NDMU accompanies course registrations.

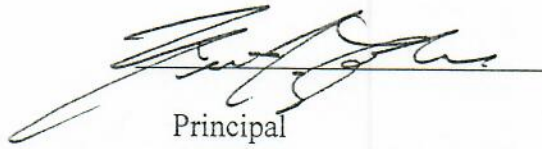
Section 5: Eligible Courses

ASHS and NDMU will maintain a current list of approved dual enrollment courses

In Witness Whereof the Parties Have Signed and Sealed This MOU as of the Date Written Below:



S. Sharon Slear
Provost & Vice President
Of Academic Affairs
Notre Dame of Maryland University



Principal
Archbishop Spalding High School

3/29/2022

Date

3/27/22


Date

Appendix B: Dual Enrollment Matrix Dual Enrollment Matrix

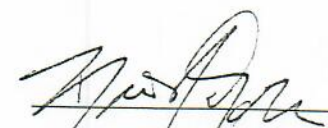
Issue/Criteria	Dual Enrollment-General/College course @ HS; College Course@
Minimal Grade Level	Rising 11th grade
Cumulative High School Credit	3.0
College Readiness	As Determined by ASHS
Principal Approval	Yes; designated to counselor
NDMU Admission Application	Yes
Course Location	ASHS
ASHS Teacher in Classroom	Yes
NDMU Instructor in Classroom	NO
Requirements	Dual Enrollment-General/College course@ HS; College Course@
NDMU Student Orientation Required	Yes
Max NDMU Courses/term	2
Adhere to NDMU policies	Yes
Required use of NDMU Brightspace	Yes
Required use of NDMU email system	Yes
Home school accepted	No
Parental permission, including grade release and sharing of	Yes
Unique institutional identifier (for both schools)	Yes
Tuition, Fees, Other Costs	Dual Enrollment-General/College course@ HS; College Course@
Application Fee	No
Registration/Technology Fee	No
Who Pays Fees?	N/A
Tuition	\$275 per course per student
Who Pays for Tuition?	ASHS
Who Pays for Textbooks?	ASHS
Student Transportation	ASHS or Student Responsible for Transportation if Course Offered at NDMU
Processes/Management	Dual Enrollment-General/College course@ HS; College Course@ NDMU

Contact School	(410) 969-9105
Contact NDMU	S. Sharon Slear sslear@ndm.edu (410) 532-5321 CC: djenkins@ndm.edu
Participant Recruitment	ASHS

In Witness Whereof the Parties Have Signed and Sealed This MOU as of the Date Written Below:


 S. Sharon Slear
 Provost & Vice President
 of Academic Affairs
 Notre Dame of Maryland University

3/29/2022
 Date


 Principal
 Archbishop Spalding
 High School

3/24/22
 Date