

MEMORANDUM OF UNDERSTANDING
DUAL ENROLLMENT
between
NOTRE DAME OF MARYLAND UNIVERSITY
and
NOTRE DAME PREPARATORY (NDP)

I. Introduction

This document creates a Memorandum of Understanding MOU between Notre Dame of Maryland University NDMU and NOTRE DAME PREPARATORY (NDP). The purpose of this MOU is to enable SCHOOL and NDMU to work collaboratively in awarding dual enrollment credit for SCHOOL students at NDMU and to allow NDP students to take college courses as dually enrolled students. The expectation of both NDP and NDMU is that dual enrollment will develop responsible, self-determined college-prepared learners. This Memorandum of Understanding is entered into as of January 15, 2019

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. NDP 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 NDP 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 July 1, 2019 through June 30, 2020, 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

NDP agrees to the following:

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

NDMU will:

1. Enroll qualified NDP students in courses as outlined in Appendix A;
2. Maintain a list of all dually enrolled students;
3. Invoice NDP at the end of each term;
4. Charge tuition and fees as outlined in the Tuition and Fees section of this document and in Appendix B;
5. Provide NDP with official grades for all courses NDP students take under the terms of this agreement as outlined in Appendix A.
6. NDMU will offer general dual enrollment courses in the high schools based on the availability of qualified NDMU or NDP faculty members to teach the courses in the time frames requested by NDP, subject to approval of NDMU.
7. Provide, subject, and hold dually enrolled students on NDMU's campus to all of the rules, obligations, and benefits that are given to NDMU students.
8. Retain the right to suspend or expel dually enrolled students.

NDP 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 NDP \$275 in tuition per student per course. NDP will pay the costs of textbooks for all NDP students.

IV. Dual Enrollment Advisory Committee

Implementation of the dual enrollment MOU will be overseen by a Dual Enrollment Advisory Committee, co-chaired by the President of NDMU and the Principal/Chief Executive Officer at NDP or their designee(s). The Advisory Committee will meet at least annually and will be responsible for setting performance standards and metrics for Dual Enrollment. Membership shall include the following positions, or their designees:

NDMU Membership

President (Co-Chair)
Vice President of Academic Affairs

NDP Membership

President (Co-Chair)
Principal

Register
Vice President of Enrollment Management
Director for Institutional Research
Registrar
Controller

Director of Guidance and Student Services
Director of College Counseling

V. 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 NDP and NDMU officials who have been determined to have legitimate educational interests. NDP 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.

NDP 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.

VI. 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 NDP.

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 NDP.

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 NDP, the modified appendices supersede any prior provisions in Appendices.

The President of NDMU and the President of NDP shall each designate one individual to be the point of contact for any and all requests and course approvals for dual enrollment offerings. At NDP, 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.

VII. Indemnification:

NDP 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 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 NDP, 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.

VIII. Termination

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

1. 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.

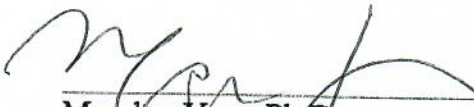
IX. Nondiscrimination

NDMU and NDP 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 NDP. Neither NDMU nor NDP 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



S. Patricia McCarron
Head Mistress
NDP

Date 1/15/19

Date 12/19/18

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And

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Appendix A: Dual Enrollment Procedures

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

Section 1: Eligibility Criteria

NDP 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 NDP to have demonstrated readiness for college-level course work.

Section 2: Description

In the event that NDP 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. NDP must supply NDMU with a data file containing specified information, as determined by NDMU, on approved students.
4. Student must apply online for non-matriculant status at NDMU.
5. Student must register for a course or courses, as designated by NDMU.
6. NDMU will verify enrollment of approved students.
Tuition at the rates designated in the MOU and in Appendix B will be paid by NDP.
7. Textbook costs for students will be paid by NDP.

Section 3: Process Flow

A student who meets the GPA and grade level requirements may complete NDP/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.

NDP uploads the information into a database.

NDP transmits the data for approved applicants to NDMU.

The student must apply online for non-matriculant status at NDMU.

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

The student will participate in a NDMU dual enrollment orientation.

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Appendix B: Dual Enrollment Matrix

Issue/Criteria	Dual Enrollment-General/College course @ HS; College Course@
Minimal Grade Level	Rising 11th grade
Cumulative High School	3.0
College Readiness	As Determined by NDP
Principal Approval	Yes; designated to counselor
NDMU Admission	Yes
Course Location	NDP
NDP 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 Joule	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?	NDP
Who Pays for Textbooks?	NDP

NDMU provides a list of registered students and their course(s) prior to the start of the term to NDP.

Upon completion of the course at NDP by NDP faculty, NDP will provide a list of course completers with final grade at the end of the term to NDMU and NDMU will submit an invoice to NDP; or

Upon completion of the course at NDMU, NDMU will provide a list of course completers with final grade and an invoice at the end of the term.

NDP and/or NDMU uploads the list, and NDP pays the tuition invoice as detailed in Section 4 below.

NDP will pay the invoice within 30 days of receipt.

NDP 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.

1. NDMU will provide transcripts of work upon request, following completion of the course. NDP will include the grade on the transcript, including a withdrawal, an incomplete or a failure.
2. NDP reserves the right to not approve future dual enrollment courses in the event a student withdraws, fails the course, or receives an F grade for non-attendance.


Section 4: Billing


1. NDMU will invoice NDP the tuition costs as outlined in MOU and in Appendix B.
2. NDP will pay all tuition costs for students directly to NDMU within 30 days of invoice.

Section 5: Eligible Courses

NDP and NDMU will maintain a current list of approved dual enrollment courses (Appendix III)

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


S. Sharon Sleas
Provost & Vice President
Of Academic Affairs
NDMU


S. Karen Kane
Principal
NDP

1/15/19
Date

12-19-18
Date

Student Transportation	NDP or Student Responsible for Transportation if Course Offered at NDMU
Processes/Management	Dual Enrollment-General/College course@ HS; College Course@ NDMU
Contact School	S. Karen Kane kanek@notredameprep.com (410) 825-6202 ext. 1080
Contact NDMU	S. Sharon Slear sslear@ndm.edu (410) 532-5321 CC: djenkins@ndm.edu
Participant Recruitment	NDP

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Appendix C. Crosswalk of courses for Dual enrollment Credit

	University Course	NDP Course	Yes=will meet graduation requirement NDP Elective only=credit will offered only as an elective
3cr	PHL 201 Introduction to Philosophy	Philosophy (046)	Elective only
3cr	MAT 215 Statistics	Statistics (345)	YES
4cr	PHY101 General Physics	Physics (455)	YES
3cr	LFR233 French for Oral Proficiency	French IV(544)	YES
3cr	LFR234 French for Writing Proficiency	French V(546)	YES
3cr	LSP233 Spanish for Oral Proficiency	Spanish IV(585)	YES
3cr	LSP234 Spanish for Writing Proficiency	SpanishV(587)	Yes
3cr	DMA201 4DTime & Interactivity	Digital Media III(758)	Elective only

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

Sister Sharon Slear

S. Sharon Slear
Provost & Vice President
Of Academic Affairs
NDMU

S. Karen Kane

S. Karen Kane
Principal
NOTRE DAME PREPARATORY

1/15/19
Date

12-19-18
Date