

MEMORANDUM OF UNDERSTANDING
DUAL ENROLLMENT
between
NOTRE DAME OF MARYLAND UNIVERSITY
and
(THE CATHOLIC HIGH SCHOOL)

I. Introduction

This document creates a Memorandum of Understanding (MOU) between Notre Dame of Maryland University (NDMU) and (THE CATHOLIC HIGH SCHOOL). 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 (THE CATHOLIC HIGH SCHOOL) students to take college courses as dually enrolled students. The expectation of both (THE CATHOLIC HIGH SCHOOL) and NDMU is that dual enrollment will develop responsible, self-determined college-prepared learners. This Memorandum of Understanding is entered into as of June 18, 2018.

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. (THE CATHOLIC HIGH SCHOOL) 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 (THE CATHOLIC HIGH SCHOOL) 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, 2018) through (June 30, 2019), 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

(THE CATHOLIC HIGH SCHOOL) agrees to the following:

1. (THE CATHOLIC HIGH SCHOOL) will make all high school students who are eligible aware of the opportunity to dually enroll under this agreement; and
2. (THE CATHOLIC HIGH SCHOOL) 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. (THE CATHOLIC HIGH SCHOOL) will record the course on the student's high school transcript;
4. (THE CATHOLIC HIGH SCHOOL) will approve the applications as detailed in

- Appendix A;
5. (THE CATHOLIC HIGH SCHOOL) will provide NDMU with official grades for all courses (THE CATHOLIC HIGH SCHOOL) students take under the terms of this agreement as outlined in Appendix A.
 6. (THE CATHOLIC HIGH SCHOOL) will identify appropriately qualified (THE CATHOLIC HIGH SCHOOL) faculty members to teach NDMU courses, subject to approval by NDMU.

NDMU will:

1. Enroll qualified (THE CATHOLIC HIGH SCHOOL) students in courses as outlined in Appendix A;
2. Maintain a list of all dually enrolled students;
3. Invoice (THE CATHOLIC HIGH SCHOOL) 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 (THE CATHOLIC HIGH SCHOOL) with official grades for all courses (THE CATHOLIC HIGH SCHOOL) 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 (THE CATHOLIC HIGH SCHOOL) faculty members to teach the courses in the time frames requested by (THE CATHOLIC HIGH SCHOOL), 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.

(THE CATHOLIC HIGH SCHOOL) 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 (THE CATHOLIC HIGH SCHOOL) \$275 in tuition per student per course. (THE CATHOLIC HIGH SCHOOL) will pay the costs of textbooks for all (THE CATHOLIC HIGH SCHOOL) 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 (THE CATHOLIC HIGH SCHOOL) 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
Register
Vice President of Enrollment Management
Director for Institutional Research
Registrar
Controller

(THE CATHOLIC HIGH SCHOOL) Membership

President (Co-Chair)
Principal
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 (THE CATHOLIC HIGH SCHOOL) and NDMU officials who have been determined to have legitimate educational interests. (THE CATHOLIC HIGH SCHOOL) 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.

(THE CATHOLIC HIGH SCHOOL) 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 (THE CATHOLIC HIGH SCHOOL).

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 (THE CATHOLIC HIGH SCHOOL).

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 (THE CATHOLIC HIGH SCHOOL), the modified appendices supersede any prior provisions in Appendices.

The President of NDMU and the (President) of (THE CATHOLIC HIGH SCHOOL) shall each designate one individual to be the point of contact for any and all requests and course approvals for dual enrollment offerings. At (THE CATHOLIC HIGH SCHOOL), 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:**

The (THE CATHOLIC HIGH SCHOOL) 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 (THE CATHOLIC HIGH SCHOOL), 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 the (THE CATHOLIC HIGH SCHOOL) 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 (THE CATHOLIC HIGH SCHOOL). Neither NDMU nor (THE CATHOLIC HIGH SCHOOL) 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 6/19/18



(Dr. Barbara Nazelrod)
(President)
(THE CATHOLIC HIGH SCHOOL)

Date 6/19/18

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And

(THE CATHOLIC HIGH SCHOOL)

Appendix C: Crosswalk of Courses for Dual Enrollment Credit

College Course	(THE CATHOLIC HIGH SCHOOL) Course	Yes = will meet graduation requirement the (THE CATHOLIC HIGH SCHOOL) Elective only = credit will offered only as an elective
Eng101 College Writing	AP Language and Composition	
Eng elective *	AP Literature And Composition	
Math 107 Elementary Functions	Pre-Calculus	
MAT211 Calculus I	AP Calculus AB	
HIST 208 US History 1900-1945	AP US History	
POL 102 American Government	AP Government	
MUS106 Music & culture	AP Music Theory	

*Electives will be give course name once we have the syllabus.

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

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

6/18/18
Date

Sharon Johnston
(Sharon Johnston)
(Principal)
(THE CATHOLIC HIGH SCHOOL)

6/18/18
Date