

MEMORANDUM OF UNDERSTANDING

DUAL ENROLLMENT

between

NOTRE DAME OF MARYLAND UNIVERSITY

and

MERCY HIGH SCHOOL

I. Introduction

This document creates a Memorandum of Understanding (MOU) between Notre Dame of Maryland University (NDMU) and MERCY 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 MERCY HIGH SCHOOL students to take college courses as dually enrolled students. The expectation of both MERCY 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

July 5, 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. MERCY HIGH SCHOOL and NDMU agree that dual enrollment prepares students for success in college by offering:

- Rigorous college-level course(s)
- Integrated instructional technology
- Postsecondary credit opportunities

The cooperative program established by this MOU will be governed by the policies and procedures of MERCY 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, unless either party provides ninety (90) days' written notice of non-renewal prior to the expiration of the then-current term.

Responsibilities of the Parties

MERCY HIGH SCHOOL agrees to the following:

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

NDMU will:

1. Enroll qualified MERCY HIGH SCHOOL students in courses as outlined in Appendix A;
2. Maintain a list of all dually enrolled students;
3. Invoice MERCY 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 MERCY HIGH SCHOOL with official grades for all courses MERCY HIGH SCHOOL students take under the terms of this agreement as outlined in Appendix A.
6. NDMU will offer general dual enrollment courses to students of the SCHOOL based on the availability of qualified NDMU or MERCY HIGH SCHOOL faculty members to teach the courses in the time frames requested by MERCY 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 from NDMU courses.

MERCY 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**

1. NDMU will charge MERCY HIGH SCHOOL \$275 in tuition per student per course.
2. MERCY HIGH SCHOOL will pay the costs of textbooks for all MERCY 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 President of MERCY 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 of Institutional Research
Registrar
Controller

MERCY 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 MERCY HIGH SCHOOL and NDMU officials who have been determined to have legitimate educational interests. MERCY 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.

MERCY HIGH SCHOOL students shall be provided a FERPA waiver in order for NDMU to share information with parents or guardians. Such a waiver must be submitted and maintained to and by NDMU.

The Parties will safeguard the confidentiality of education records shared with one another at least to the same degree that the Parties safeguard education records maintained solely by their respective institutions.

VI. Curriculum

- A. 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 Principal of MERCY HIGH SCHOOL.
- B. NDMU shall retain full and complete authority over its curriculum offered for dual enrollment, as well as its policies and procedures.
- C. 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,
- D. Dual enrollment students will not be allowed to take winter intersession courses, nor will students be allowed to take courses for audit.
- E. 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 MERCY HIGH SCHOOL.

- F. 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 MERCY HIGH SCHOOL, the modified appendices supersede any prior provisions in Appendices.
- G. The President of NDMU and the President of MERCY 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 MERCY 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.
- H. Any materials developed or used by MERCY HIGH SCHOOL for the courses offered pursuant to this MOU will be considered and remain the property of MERCY HIGH SCHOOL.

VII. Indemnification:

MERCY 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 MERCY 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.
2. 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.
3. 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

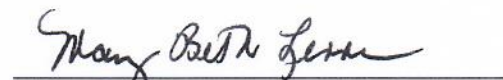
NDMU and the MERCY HIGH SCHOOL agree to make no distinction among the participant, students or employees who are covered by the MOU on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap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

X. General Terms and Conditions

1. This MOU shall be governed by, and construed in accordance with the laws of the State of Maryland.
2. This MOU is not assignable by either party without the prior written consent of the other.
3. Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between NDMU and MERCY HIGH SCHOOL. Neither NDMU nor MERCY 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


Mary Beth Lennon
President
MERCY HIGH SCHOOL

Date June 19, 2018

Date June 5, 2018

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(MERCY HIGH SCHOOL)

Appendix A: Dual Enrollment Procedures

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

Section 1: Eligibility Criteria

MERCY HIGH SCHOOL 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 MERCY HIGH SCHOOL to have demonstrated readiness for college-level course work.

Section 2: Description

In the event that MERCY HIGH SCHOOL 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 SCHOOL's counselor to allow the course to be considered for dual credit.
3. MERCY HIGH SCHOOL 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.
7. Tuition at the rates designated in the MOU and in Appendix B will be paid by MERCY HIGH SCHOOL.
8. Textbook costs for students will be paid by MERCY HIGH SCHOOL.

Section 3: Process Flow

1. A student who meets the GPA and grade level requirements may complete the MERCY HIGH SCHOOL/NDMU Dual Enrollment Application and submit the request to the counselor for signature.
2. The school counselor verifies eligibility and college readiness, and may approve dual credit designation.
3. The MERCY HIGH SCHOOL uploads the information into a database.
4. MERCY HIGH SCHOOL transmits the data for approved applicants to NDMU.
5. The student must apply online for non-matriculant status at NDMU.
6. The student registers for a course or courses, as approved by SCHOOL and designated by NDMU.
7. The student will participate in a NDMU dual enrollment orientation.
8. NDMU provides a list of registered students and their course(s) prior to the start of the

- term to MERCY HIGH SCHOOL.
9. Upon completion of a dual enrollment course at MERCY HIGH SCHOOL by MERCY HIGH SCHOOL faculty, MERCY HIGH SCHOOL 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 MERCY HIGH SCHOOL; 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.
 10. MERCY HIGH SCHOOL and/or NDMU uploads the list, and MERCY HIGH SCHOOL pays the tuition invoice as detailed in Section 4 below.
 11. MERCY HIGH SCHOOL will pay the invoice within 30 days of receipt.
 12. MERCY HIGH SCHOOL 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.
 13. NDMU will provide transcripts of work upon request, following completion of the course.
 14. MERCY HIGH SCHOOL will include the grade on the transcript, including a withdrawal, an incomplete or a failure.
 15. MERCY HIGH SCHOOL 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, or it determines that the student is not ready for dual enrollment courses.

Section 4: Billing

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

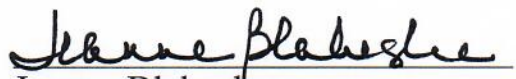
Section 5: Eligible Courses

1. MERCY HIGH SCHOOL and NDMU will maintain a current list of approved dual enrollment courses (Appendix III)

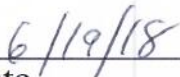
In Witness Whereof the Parties Have Signed and Sealed This MOU as of the Date Written Below:



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



Jeanne Blakeslee
Principal
MERCY HIGH SCHOOL



Date



Date

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NOTRE DAME OF MARYLAND UNIVERSITY

And


MERCY HIGH SCHOOL

Appendix B: Dual Enrollment Matrix

Issue/Criteria	Dual Enrollment-General/College course @ HS; College Course@ NDMU
Minimal Grade Level	Rising 11th grade
Cumulative High School Credit GPA	3.0
College Readiness	As Determined by MERCY HIGH SCHOOL
Principal Approval	Yes; designated to counselor
NDMU Admission Application	Yes
Course Location	MERCY HIGH SCHOOL
MERCY HIGH SCHOOL Teacher in Classroom	Yes
NDMU Instructor in Classroom	NO
Requirements	Dual Enrollment-General/College course @ HS; College Course@ NDMU
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 records	Yes
Unique institutional identifier (for both schools)	Yes
Tuition, Fees, Other Costs	Dual Enrollment-General/College course @ HS; College Course@ NDMU
Application Fee	No
Registration/Technology Fee	No
Who Pays Fees?	N/A
Tuition	\$275 per course per student
Who Pays for Tuition?	MERCY HIGH SCHOOL
Who Pays for Textbooks?	MERCY HIGH SCHOOL
Student Transportation	MERCY HIGH SCHOOL or Student Responsible for Transportation if Course Offered at NDMU

Processes/Management	Dual Enrollment-General/College course@ HS; College Course@ NDMU
Contact School	Jeanne Blakeslee jblakeslee@mercyhighschool.com (410) 433-8880 ext. 203
Contact NDMU	S. Sharon Slear sslear@ndm.edu (410) 532-5321 CC: djenkins@ndm.edu
Participant Recruitment	MERCY HIGH SCHOOL

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
 NDMU


 Jeanne Blakeslee
 Principal
 MERCY HIGH SCHOOL

6/19/18
 Date

05 June 2018
 Date


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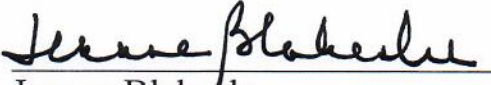
Appendix C: Crosswalk of Courses for Dual Enrollment Credit

College Course	MERCY HIGH SCHOOL Course	Yes = will meet graduation requirement of MERCY 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	
MAT 212 Calculus II	AP calculus BC	
BIO 110 Exploring Concepts in Biology	AP Biology	
PHY101 Intro to Physics	Physics (Honors)	
POL103 Intor to International Affairs	Global Studies	
PSY 101 Intro to Pyschology	AP Psychology	
Fr 103 Intermediate French	French 4/5	
Sp 103 Intermediate Spanish	Spanish 4/5	

*Elective 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 Sleaz
 Provost & Vice President
 Of Academic Affairs
 NDMU


 Jeanne Blakeslee
 Principal
 MERCY HIGH SCHOOL

6/19/18
 Date

05 June 2018
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