

MEMORANDUM OF UNDERSTANDING

DUAL ENROLLMENT

between
NOTRE DAME OF MARYLAND UNIVERSITY
and
JEMICY SCHOOL, Inc.

I. Introduction

This document creates a Memorandum of Understanding (MOU) between Notre Dame of Maryland University (NDMU) and Jemicy School, Inc. (Jemicy School). The purpose of this MOU is to enable Jemicy School and NDMU to work collaboratively in awarding dual enrollment credit for participating students. Dual enrollment is defined as a student who is simultaneously enrolled in both a high school and a college or university. Jemicy students taking approved dual credit courses, will receive Jemicy credit and will simultaneously earn college-level credit through NDMU. Jemicy School and NDMU believes that dual enrollment will develop responsible, self-determined college-prepared learners. This Memorandum of Understanding is entered into as of March 23, 2025.

The cooperative program established by this MOU will be governed by the policies and procedures of Jemicy 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 (March 23, 2025) through, (March 23, 2026), unless terminated earlier as provided in this agreement. Thereafter, this agreement shall be renewed for successive periods of one (1) year each.

Responsibilities of the Parties

Jemicy School agrees to the following:

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

NDMU will:

1. Enroll qualified Jemicy School 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 official grades for all courses Jemicy School students take under the terms of this agreement as outlined in Appendix A to NDMU upon completion of the course.

Jemicy School and NDMU jointly will:

1. Maintain a common unique student identifier for tracking purposes.
2. Coordinate parent information about the dual enrollment program.
3. Cooperate in providing joint marketing materials and efforts to promote 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.
 - b. The number and course name of the courses in which each student dually enrolls.
 - c. Grades earned in dually enrolled courses.
 - d. Graduation and completion information at the conclusion of high school.

III. Tuition and Fees

NDMU will charge Jemicy School \$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 the consent of Jemicy School and NDMU officials who have been determined to have legitimate educational interests. Jemicy 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.

Jemicy 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 to and maintained 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 NDMU.

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 Provost of NDMU and the Associate Head of Jemicy 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.

The Provost of NDMU and the Associate Head of Jemicy School shall each designate one individual to be the point of contact for any and all requests and course approvals for dual enrollment offerings. Jointly, these will determine which courses are available for dual enrollment. 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

Jemicy 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 Jemicy 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 Jemicy 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.

VII. 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 (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.

VIII. Nondiscrimination

NDMU and Jemicy 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 Jemicy School. Neither NDMU nor Jemicy 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:**

Martha Walker, Ph.D.
Martha Walker, Ph.D.
Provost
Notre Dame of Maryland University
Date 2/10/25

Tim Hormes
Tim Hormes
Associate Head of School
Jemicy School, Inc.
Date 2/7/25

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Appendix A: Dual Enrollment Procedures

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

Section 1: Eligibility Criteria

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

- Be enrolled in the 11th or 12th grade on the first day of the term in which the course is offered.
- Maintain at least a 3.0 high school cumulative GPA.
- Be deemed by Jemicy School to have demonstrated readiness for college-level course work.
- In the event that a sophomore or freshman student meets eligibility standards for enrollment in an dual credit course, Jemicy School will make a formal request to NDMU to allow those students to enroll and to earn dual credit.

Section 2: Procedure

- A student who meets the GPA and grade level requirements may complete the Jemicy School/NDMU Dual Enrollment Application and submit the request to the dual credit liaison for Jemicy School for signature.
- The school liaison verifies eligibility and college readiness, and may approve dual credit designation.
- Jemicy School will provide the names of approved and participating students in the dual enrollment program to NDMU.

The course syllabus prepared by Jemicy School must specify that the dual enrollment course with NDMU and the grading scale and consequently the final grade in the course follows NDMU grading policies, which may differ from the Jemicy School scale and final grade calculation.

Final course grades should be submitted per the direction of the NDMU registrar and not in any other format.

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 Jemicy School. Upon completion of the dual enrollment course, taught at Jemicy by Jemicy teachers, Jemicy School will provide a list of dual enrolled students and the grades they received in the course to NDMU.

Jemicy School will record the course on the student transcript.

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

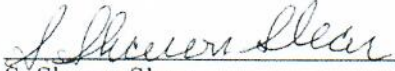
Section 3: Payment

A check to NDMU accompanies course registrations

Section 4: Eligible Courses

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

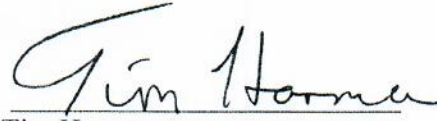
In Witness Whereof the Parties Have Signed and Sealed This MOU as of the Date Written Below:



S. Sharon Slear
Coordinator of Dual Enrollment
NDMU

2/10/25

Date



Tim Hormes
Associate Head
Jemicy School, Inc.

2/7/25

Date

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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 Jemicy School
Associate Head of School Approval	Yes
NDMU Admission Application	Yes
Course Location	Jemicy School
Jemicy School's Teacher in Classroom	Yes
NDMU Instructor in Classroom	NO
Requirements	Dual Enrollment-General/College course@ HS; College Course@
Max NDMU Courses/term	No more than 3 courses a year.
Adhere to NDMU policies	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@
Application Fee	No
Registration/Technology Fee	No
Who Pays Fees?	N/A
Tuition	\$275 per course per student
Who Pays for Tuition?	Jemicy School
Who Pays for Textbooks?	Jemicy School students
Processes/Management	Dual Enrollment-General/College course@ HS; College Course@ NDMU

Contact Jemicy School, Inc.	Tim Hormes.
Contact NDMU	S. Sharon Slear sslear1@ndm.edu (410) 215-3762
Participant Recruitment	Jemicy School

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Appendix Crosswalk of Courses for Dual Enrolment Credit

College Course	Jemicy School

In witness Whereof the Parties Have signed and Sealed this MOU as of the Date Written Below:

Sister Sharon Slear
S.Sharon Slear
NDMU
2/10/25
Date

Tim Hormes
Tim Hormes
Jemicy School, Inc
2/7/25
Date