

MEMORANDUM OF UNDERSTANDING

DUAL ENROLLMENT

between

NOTRE DAME OF MARYLAND UNIVERSITY

MARYVALE PREPARATORY SCHOOL

I. Introduction

This document creates a Memorandum of Understanding (MOU) between Notre Dame of Maryland University (NDMU) and Maryvale Preparatory School (MPS). The purpose of this MOU is to enable MPS and NDMU to work collaboratively in awarding dual enrollment credit for MPS students at NDMU and to allow MPS students to take college courses as dually enrolled students. The expectation of both MPS and NDMU is that dual enrollment will develop responsible, self-determined college-prepared learners. This Memorandum of Understanding is entered into as of 9-21-23.

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 satisfy high school graduation requirements. MPS and NDMU agree that dual enrollment prepares students for success in college.

The cooperative program established by this MOU will be governed by the policies and procedures of MPS 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 September 2024 through, June 2025, unless terminated earlier as provided in this agreement. Thereafter, this agreement shall be automatically renewed for successive periods of one (1) year each.

Responsibilities of the Parties

MPS agrees to the following:

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

NDMU will:

1. Enroll qualified MPS 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 MPS with official grades for all courses MPS 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 MPS faculty members to teach the courses in the time frames requested by MPS, subject to approval of NDMU.
6. Retain the right to suspend or expel dually enrolled students.

MPS 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 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 both high school and college work.

III. Tuition and Fees

NDMU will charge MPS \$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 MPS and NDMU officials who have been determined to have legitimate educational interests. MPS 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.

MPS 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.

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 Provost of NDMU and the Head of the Upper School of MPS.

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 Head of Upper School of MPS 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. 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:

MPS 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 MPS, its agents, students, faculty, or employees in performing its obligations under this MOU or any extension thereof.

NDMU shall save, defend, indemnify, and hold MPS, 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.

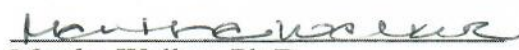
VIII. Nondiscrimination

NDMU and MPS 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 MPS. Neither NDMU nor MPS 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.
Provost
Notre Dame of Maryland University
Date 10/13/23


Jennifer Nicholas
Head of Upper School
Maryvale Preparatory School
Date 9-25-23

MEMORANDUM OF UNDERSTANDING

DUAL ENROLLMENT

Between

NOTRE DAME OF MARYLAND UNIVERSITY

And

MARYVALE PREPARATORY SCHOOL

Appendix A: Dual Enrollment Procedures

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

Section 1: Eligibility Criteria

MPS 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 BPI to have demonstrated readiness for college-level course work.

MPS and

Section 2: Description

In the event that MPS 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. MPS 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. NDMU will verify enrollment of approved students.

Tuition at the rates designated in the MOU and in Appendix B will be paid by MPS.

Section 3: Procedure

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

MPS uploads the information into a database.

MPS 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.

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

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

Section 4: Payment

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A check to NDMU accompanies course registrations

Section 5: Eligible Courses

MPS 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

S. Sharon Slear
NDMU

10/12/23
Date

Blair Dionisio

Coordinator of Dual Enrollment
Maryvale Preparatory School

9/21/23
Date