

MEMORANDUM OF UNDERSTANDING
DUAL ENROLLMENT
between
NOTRE DAME OF MARYLAND UNIVERSITY
MCDONOGH HIGH

I. Introduction

This document creates a Memorandum of Understanding (MOU) between Notre Dame of Maryland University (NDMU) and McDonogh School (McDonogh School). The purpose of this MOU is to enable McDonogh 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. McDonogh students, taking approved dual credit courses, will receive McDonogh credit and will simultaneously earn college-level credit through NDMU. McDonogh 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, 2025.

The cooperative program established by this MOU will be governed by the policies and procedures of McDonogh 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, 2025) through, March, 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

McDonogh School agrees to the following:

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

NDMU will:

1. Enroll qualified McDonogh 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 McDonogh School students take under the terms of this agreement as outlined in Appendix A to NDMU upon completion of the course.

McDonogh 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 McDonogh 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 McDonogh School and NDMU officials who have been determined to have legitimate educational interests. McDonogh 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.

McDonogh 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 Head of McDonogh 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 Head of McDonogh 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. Grades for mutually-approved courses will be factored into the GPA on the McDonogh School transcript and NDMU's transcript as determined by each institution's grading scale and policies. 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:

McDonogh 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 McDonogh 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 McDonogh 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:

- 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 (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.

VIII. Nondiscrimination

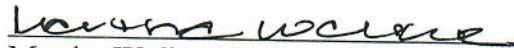
NDMU and McDonogh School agree to make no distinction among the participant, students or employees who are covered by the MOU on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or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

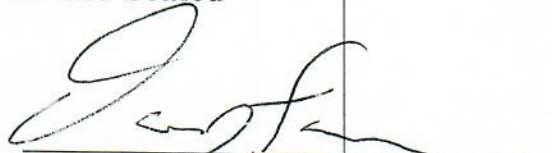
General Terms and Conditions

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 McDonogh School. Neither NDMU nor McDonogh 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 2/6/25


Dave Farace
Head of School
McDonogh School
Date 1/31/2025

MEMORANDUM OF UNDERSTANDING
DUAL ENROLLMENT
Between
NOTRE DAME OF MARYLAND UNIVERSITY
And
MCDONOGH SCHOOL, INCORPORATED
Appendix A: Dual Enrollment Procedures

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

Section 1: Eligibility Criteria

MCDONOGH 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 at least a 3.0 high school cumulative GPA.
3. Be deemed by McDonogh School to have demonstrated readiness for college-level course work.
4. In the event that a sophomore or freshman student meets eligibility standards for enrollment in an approved dual credit course, McDonogh 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 McDonogh School/NDMU Dual Enrollment Application and submit the request to the dual credit liaison for McDonogh School for signature.
- The school liaison verifies eligibility and college readiness, and may approve dual credit designation.
- McDonogh School will provide the names of approved and participating students in the dual enrollment program to NDMU through a mutually-agree upon method of transmission (e.g., email, a database, etc.)

McDonogh School's dual-enrollment course syllabi will indicate that the course is 1) eligible to be taken for dual credit with NDMU; 2) will receive a letter grade by the McDonogh teacher that will appear on McDonogh School's transcript; and 3) may be adjusted for the NDMU transcript to reflect NDMU's grading scale and policies.

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

McDonogh School will record the course on the student transcript.

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

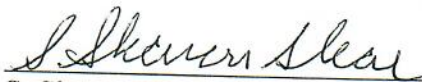
Section 3: Payment

A check to NDMU accompanies course registrations.

Section 4: Eligible Courses

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

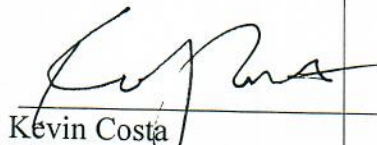
In Witness Whereof the Parties Have Signed and Sealed This MOU as of the Date Written Below:



S. Sharon Slear
Coordinator of Dual Enrollment

NDMU

2/10/25
Date



Kevin Costa
Director of LifeReady & Coordinator of Dual
Enrollment Programming
McDonogh School

1/30/2025
Date

MEMORANDUM OF UNDERSTANDING
DUAL ENROLLMENT
 Between
NOTRE DAME OF MARYLAND UNIVERSITY
 And
MCDONOGH SCHOOL
Appendix B: Dual Enrollment Matrix

Issue/Criteria	Dual Enrollment-General/College course @ HS; College Course@ NDMU	
Minimal Grade Level	Rising 11th grade (and 9 th and 10 th grade "Special circumstances" students)	
Cumulative High School	3.0	
College Readiness	As Determined by McDonogh School	
Head of School Approval	Yes	
NDMU Admission Application	Yes	
Course Location	McDonogh School	
McDonogh School's Teacher in Classroom	Yes	
NDMU Instructor in Classroom	NO	
Requirements	Dual Enrollment-General/College course @ HS	
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	
Application Fee	No	
Registration/Technology Fee	No	
Who Pays Fees?	N/A	
Tuition	\$275 per course per student	
Who Pays for Tuition?	McDonogh School	
Who Pays for Textbooks?	McDonogh School students	

Processes/Management	Dual Enrollment-General/College course@ HS	
Contact McDonogh School	Kevin Costa, Coordinator of Dual Enrollment Programming kcosta@mcdonogh.org 443-544-7011	
Contact NDMU	S. Sharon Slear sslear1@ndm.edu (410) 215-3762	
Participant Recruitment	McDonogh School	