



MEMORANDUM OF UNDERSTANDING
Between
BALTIMORE CITY COMMUNITY COLLEGE
AND
CENTER FOR CREATIVE LIFE AND LEARNING, INC.

This Memorandum of Understanding (MOU) is entered into this 1st day of May 2016 by and between the Center for Creative Life and Learning, Inc. (Client) and Baltimore City Community College (BCCC).

WHEREAS, Client desires to obtain the services of BCCC to provide certain BCCC-level credit classes for its students; and

WHEREAS, BCCC agrees to enroll as students the individuals designated by the client in sections of the courses described below, hold certain classes on or off the Client's premises and invoice the Client for the costs for the classes, including tuition, fees and books, under the terms and conditions described in this MOU;

NOW, THEREFORE; the parties, for good and valuable consideration, agree to the following:

I. Length of the MOU

This Memorandum of Understanding commences on May 1, 2016 and is in effect until May 30, 2017 with automatic renewal for 1 year. It shall be reviewed by the parties and may be terminated in writing.

II. Academic Integrity

To assure that Baltimore City Community College (BCCC) is providing comparable experiences, the following guidelines for off-campus credit agreements are followed:

- a. Admission requirements for students;
- b. Qualifications for faculty;
- c. Adequate calendar and contact item;
- d. Adequate success to faculty outside scheduled class meetings;
- e. Content and level of coursework;
- f. Grading systems and standards; and
- g. Adequate access to materials, facilities, and support.

III. Courses

1. The Client and BCCC will identify the courses for offering to the students under this MOU during the fall, spring, and summer semesters no later than one month in advance of the beginning of the semester.
2. The maximum enrollment in each sections is thirty (30) students. However, the client may request that a class is allowed to enroll more than thirty (30) students upon the approval of the dean/associate dean.

IV. Class Schedule

1. The Client and BCCC will meet no later than five weeks prior to the start of an academic semester to discuss available course offerings.
2. BCCC will provide the Client with a comprehensive course schedule including starting and ending dates.

V. Admissions and Placement Testing

1. All individuals enrolled as new students under this Agreement must complete a BCCC Admissions Application and must take the Accuplacer exam at BCCC.
2. All students must meet the prerequisites for each course in which they enroll.

VI. Registration

1. The Client will provide BCCC with the names, social security numbers, and the list of courses for which the students will register.
2. The Client will have their students to complete the Online Registration Steps outlined on the BCCC Web Page www.bccc.edu.
3. The Admissions Office and Registration and Records Office will register students and maintain student records.

VII. Tuition and Fees Costs

1. BCCC will bill the client the standard tuition and fees per credit hour for all courses for which students are registered at the current rate for the semester they register.
2. BCCC will bill the Client for the Admissions Application fee for new students.

3. The Client will be billed tuition and fees for a minimum of ten (10) students, even if the class does not have a minimum of ten students.
4. BCCC will invoice the Client for each course offered under this MOU thirty (30) days after the start of each semester.
5. The Client will provide payment to BCCC within thirty (30) days from the receipt of the invoice. Invoice will be sent to **Ms. Jocelyn Whitfield, 8829 Warm Granite Drive P.O. Box 606 Columbia, Maryland 21045.**

VIII. Students with Billing Obligations

1. Students who have a balance on their account will have a hold placed on their record. If there is a hold on the student's record, he or she will not be permitted to register until the obligation is resolved.
2. A student may not obtain transcripts until the billing obligation is resolved.

IX. Student Withdrawals and Refund Policies

1. The Client will be billed full tuition and fees for any student who withdraws after the 3rd day of class.
2. A student may drop courses any time before the start of classes and the Client will not be charged. The Client will provide the Office of the Dean of Academic Operations and Services with the name and social security number of the student wanting to drop a class.
3. The Dean of Academic Operations and Services cannot withdraw any student from a course. That must be done by the student submitting a completed and signed ADD/DROP/WITHDRAWAL Form and submit it to the Registrar's Office, Main-Room 08, Liberty Campus, 410-462-7777.

X. Unregistered Student Procedure

1. It is the responsibility of the Client to ensure that BCCC's Registration Office officially registers all students for the class.
2. No student will be allowed to attend a class whose name does not appear on the official class roster.
3. A student sitting in a class, whose name does not appear on the official class roster, will be asked to leave the class until the registration matter has been resolved.
4. The Client will immediately report this matter to the Office of the Dean of Academic Operations and Services who will report it to the Records and Registration Office for resolution.
5. A student who is not officially registered in the class will not receive a grade for the class.
6. A faculty member under no circumstances should write in a student's name on a grade roster as this is against BCCC policy and will not be accepted as an official grade for the student, and will not be posted on the student's transcript.

7. BCCC is required by Federal Regulations to monitor the attendance of students receiving Federal Financial Aid.
8. In order to comply with Federal Regulations, BCCC must adhere to the roster submission deadlines.
9. The federal regulations that govern the Title IV Financial Aid programs require that institutions participating in these programs develop and implement procedures to verify that students are attending classes throughout the semester. Failure to do so violates the terms of BCCC's Program Participation Agreement with the U.S. Department of Education. The accurate and timely reporting of attendance is crucial to BCCC maintaining its eligibility to participate in the Title IV financial aid programs.

XI. Off-Site Faculty

1. All faculty employed to teach at an off-site location will be hired according to BCCC policies and procedures.
2. The evaluation of faculty who teach courses at off-site locations shall be done according to BCCC policies and procedures.
3. Courses taught at off-site locations are required to utilize course evaluation surveys. The same instrument utilized on campus.
4. Part-time faculty teaching at an off-site location will be provided with an orientation on the BCCC policies and procedures that govern their faculty responsibilities
5. Faculty are not guaranteed future contracts to teach under this agreement
6. Faculty who fail to comply with BCCC policies and procedures are subject to disciplinary action up to including termination. Another qualified faculty will replace faculty terminated during the semester so that instruction can continue.
7. The rate of pay for faculty teaching in an off-site course shall be determined by BCCC's faculty salary rate.

XII. Textbook Costs

1. The College will send to the Client the estimated book costs for the courses offered under the MOU. Students are responsible for the cost for all textbooks.

XIII. Student Grievances and Conduct

1. The Client will ensure that all student complaints and grievances are handled through the student grievance procedures of BCCC.
2. BCCC policy requires that **GRADE CORRECTIONS** to student records be brought to the attention of the Records and Registration Office within one year from the date the class was complete.
3. Students are subject to the policies and procedures outlined in the BCCC Student Code of Conduct Handbook.

XIV. Off-Site Classroom Space

1. The Client hereby grants BCCC a non-exclusive revocable license to use the facilities it designates for the purpose of conducting courses on its premises under this MOU.
2. Location assignment will be at the discretion of the Client with the concurrence of BCCC, and BCCC understands that the classroom space can be relocated at any time during the course of this MOU, provided that the area designated as a classroom space meets all specifications require for the course.
3. Nothing contained in this Agreement is intended BY Client or BCCC to create the relationship of landlord and tenant between the parties.

XV. Program Management Contact

1. BCCC's Office of Academic Operations and Services will serve as the program manager to facilitate all administrative responsibilities and communicate with the Client to ensure that BCCC meets all provisions of the agreement.

XVI. Indemnification

1. The Client agrees to indemnify and hold harmless Baltimore City Community College, the Board of Trustees of Baltimore City Community College, and the State of Maryland for all judgments, settlements, or costs including reasonable attorney's fees, for any claim or action brought against Baltimore City Community College, arising from this agreement.
2. The parties shall comply with the nondiscrimination provisions of federal and Maryland law.
3. This agreement may be terminated by either party upon giving thirty (30) written days' notice.
4. The law of Maryland shall govern the interpretation and enforcement of this Contract.
5. This Agreement may be amended only with the written consent of both pa

XVII. Notices

Notices of any action taken by either party and required to be reported to the other party under this Memorandum shall be mailed, certified delivery, and return receipt requested to the other party's liaison addressed as follows:

If to Baltimore City Community College:

Tonja Ringgold, Ed.D
VP, Academic Affairs and Interim
VP, Student Affairs
Academic Affairs
2901 Liberty Heights Avenue
Baltimore, Maryland 21215

Daphne Snowden, Ed.D
Dean, Academic Operations and Services
Academic Affairs
2901 Liberty Heights Avenue
Baltimore, Maryland 21215
410-462-7697
dsnowden@bccc.edu

If to Center for Creative Life and Learning Inc.:

Ms. Jocelyn Whitfield, M.S.
CEO
8829 Warm Granite Drive
P.O. Box 606
Columbia, Maryland 21045
Phone Number: 410-312-0738
Email: jocelyn7266@verizon.net



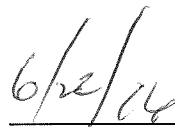
Gordon F. May, PhD, President/CEO
Baltimore City Community College



Date




Jocelyn Whitfield M.S, CEO
Center for Creative Life and Learning, Inc.



Date

APPROVED AS TO FORM
AND LEGAL SUFFICENCY
THIS ^{9th} DAY OF May, 2016.

Approved for Form & Legal Sufficiency



Signature