

BALTIMORE CITY
PUBLIC SCHOOLS

Catherine E. Pugh
Mayor, City of Baltimore

Cheryl Casciani
*Chair, Baltimore City Board of
School Commissioners*

Dr. Sonja Brookins Santelises
Chief Executive Officer

July 13, 2018

Karen C. Mobley
Articulations Coordinator
Baltimore City Community College
2901 Liberty Heights Avenue
Baltimore, MD 21215

Enclosed is the fully executed Memorandum of Understanding (MOU) between Baltimore City Public Schools and your business.

Please contact Ms. Patricia Graff at 410-396-8846 if you have any questions.

Sincerely,



Jeffrey Parker
Director of Materials Management

Enclosure

C: Rachel Pfeifer
Patricia Graff

MEMORANDUM OF UNDERSTANDING

Between

THE BALTIMORE CITY COMMUNITY COLLEGE

and

THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS

1. Introduction

This Memorandum of Understanding (MOU) is entered into between the Baltimore City Community College (hereafter, "BCCC") and the Baltimore City Board of School Commissioners, on behalf of Baltimore City Public Schools (hereinafter "City Schools"), collectively referred to as "parties". The purpose of this MOU is to enable City Schools and the BCCC to work collaboratively in awarding dual enrollment credit for public school students at the BCCC and to allow City Schools students to take BCCC courses as dually enrolled students. The expectation of both City Schools and the BCCC is that dual enrollment will develop learners who are prepared for both BCCC and careers. This MOU is entered into as of June 1, 2018.

For the purposes of this MOU, a "dually enrolled student" means a student who is dually enrolled in a City Schools' school and in the BCCC. The credits earned at the BCCC count as credit on the high school transcript and satisfy high school graduation requirements, if agreed to by City Schools in advance of the student's enrollment. City Schools and the BCCC agree that dual enrollment programs prepare students for success in BCCC by completing rigorous BCCC-level course(s) while in high school.

The cooperative program established by this MOU will be governed the terms of this MOU, the policies and procedures of City Schools and the BCCC, and applicable state and federal laws.

2. Term of the MOU

The term of this MOU shall be for a five-year period, commencing on the date this MOU is entered into and ending on June 30, 2023, unless terminated earlier as provided in this MOU. Thereafter, this MOU shall be automatically renewed for successive terms of one (1) year each.

3. Responsibilities of the Parties

A. Both parties shall:

- 1.) Maintain a common unique identifier for the purpose of tracking students. The common unique identifier will be City Schools' Student ID number.
- 2.) Coordinate parent information about the Programs.
- 3.) Cooperate in providing joint marketing materials and efforts to promote dual enrollment, subject to City Schools' final written approval prior to dissemination.
- 4.) Cooperate to gather, report, and share assessment data each semester, including:
 - i.) The number of dually enrolled students under this MOU from each high school; and
 - ii.) The number and course name of the courses in which each student dually enrolls; and
 - iii.) Grades earned in dually enrolled courses; and
 - iv.) Graduation and completion information at the conclusion of both high school and BCCC.

B. City Schools shall:

- 1.) Make all eligible high school students aware of the opportunity to dually enroll under this MOU.
- 2.) Pay the tuition for the dual enrollment course as outlined in the Tuition and Fee Section of this document and in Attachment II.
- 3.) Record the course on the student's high school transcript.

- 4.) Ensure that parents/guardians of dually enrollment students have signed papers acknowledging the different requirements for obtaining information about their child's progress in dual enrollment courses versus high school courses.
- 5.) Approve qualified applications as detailed in Attachment I.
- 6.) Determine which dually enrolled students are eligible for State-mandated reduced dual enrollment costs.

C. BCCC shall:

- 1.) Enroll qualified City Schools students in courses.
- 2.) Maintain a list of all dually enrolled students.
- 3.) Invoice City Schools at agreed upon intervals.
- 4.) Charge tuition and fees as outlined in this MOU and in Attachment II.
- 5.) Provide City Schools with official grades for all courses taken by dually enrolled students.
- 6.) Offer general enrollment courses based on the availability of qualified faculty members to teach the courses in the time frames requested by City Schools.
- 7.) The college will accept and exempt students from ACCUPLACER that have a SAT score of 500 or better or ACT cut score of 21 or better.
- 8.) Accept scores of students who complete ACCUPLACER exams administered by City Schools to determine course placement upon graduation from City Schools as outlined in Attachment III.
- 9.) Make certain that its employees, agents, volunteers, and contractors and any instructors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

i.) Employees Having Direct Contact with Students:

Any and all current and future employees of the BCCC who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

ii.) Employees Do Not Have Direct Contact With Students:

Employees of BCCC who will be placed in a City School but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Monitor before services can commence. Every two years the BCCC shall submit copies of background checks to the Contract Monitor. Should any employee be flagged during the term of this agreement, the BCCC shall contact the Contract Monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.

iii.) Employment of Sex Offenders:

The BCCC shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the BCCC, they are prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

4. Tuition and Fee Structure

1. The BCCC will charge tuition to City Schools in accordance with Attachment II.
2. The BCCC will determine how the following fees will be charged to students:
 - a) Application
 - b) Registration per semester
 - c) Instructional Services

5. Family Education Rights and Privacy Act (FERPA)

The BCCC and City Schools shall adhere to the policies and procedures as defined by the Family Education Rights and Privacy Act (FERPA) as well as requests made under the Public Information Act and those made through official requests by a government agency.

Prior to dissemination or review of records, the BCCC and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws.

6. Data Dissemination

For purposes of publicity, advertising, or news release in any form, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of studies or reports, or other materials, and consent to such dissemination, provided that such consent shall not be unreasonably withheld by either party.

7. Curriculum

- A. Implementation of this MOU will follow the parameters outlined in the Dual Enrollment Matrix (See Attachment II). Deviations from the terms of Attachment II must be approved in writing by both the TITLE OF PERSON for the BCCC and Executive Director of BCCC and Career Readiness for City Schools.
- B. The BCCC shall retain full and complete authority over its curriculum offered for dual enrollment.
- C. The BCCC and City Schools 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 designees will determine which courses are available for dual enrollment and will develop a crosswalk to be maintained by City Schools. 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 BCCC GPA. All dual enrollment courses will be included on both the BCCC and high school transcript. When the two designees agree to include a course on the crosswalk that course may be offered for high school credit without any additional approvals. City Schools and the BCCC will review course submissions yearly.

8. Indemnification

Neither party shall assume any obligation to indemnify, hold harmless, pay attorneys' fees or damages that may arise from or in any way be associated with the performance or operation of this MOU. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Act. Notwithstanding the foregoing, City Schools will not defend or indemnify the BCCC in cases where any losses, expenses, or damages are caused by the BCCC's own gross negligence or willful misconduct. This provision shall not be construed as a waiver of either party's rights under the doctrine of sovereign immunity, if applicable.

9. Licensing

Services provided by BCCC must by law be provided by individuals who are licensed and/or certified. BCCC shall only assign individuals to provide services under this MOU who are licensed and/or certified in accordance with the law. Additionally, BCCC shall only assign individuals who are credentialed to provide the specific professional services required by this agreement. All such individuals assigned by BCCC to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this MOU. BCCC shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the (BCPSS) Director of Materials, 200 E. North Avenue, Baltimore, Maryland 21202.

10. Independent Contractors

Except as otherwise specified herein, nothing in this Agreement shall be construed to create any relationship between the parties other than that of independent entities cooperating solely for the purposes stated in this MOU. It is mutually understood and agreed that each party to this MOU, including their agents and employees, are acting and performing as independent contractors. Neither party has, nor shall have, control or direction of the other or create any obligation or responsibility on behalf of the other party. Accordingly, each party shall assume full responsibility for its own actions, including acts of omission or commission, by their employees, officers, directors and agents.

11. Termination

Either party may terminate this MOU at any time with written notification at least thirty (30) days prior to termination.

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 the BCCC at his or her sole expense after the MOU is terminated.

12. Nondiscrimination

The BCCC and City Schools 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.

13. Governing Law

This MOU shall be governed by, and construed in accordance with the laws of the State of Maryland. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Baltimore City.

14. Compliance with Laws

Both parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this MOU. Any violation of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this MOU and entitles the non-breaching party to terminate this MOU immediately upon delivery of written notice of termination to the breaching party.

15. Documentation and Record Keeping

The BCCC shall maintain documentation as necessary to prove that it is meeting its obligations under this MOU and such other standards as apply. The BCCC shall maintain such documentation for a period of three

(3) years after the termination of this MOU, or in the alternative, shall submit such documentation to City Schools within 30 days of the expiration date of this MOU. At any time during normal business hours, and as deemed necessary by City Schools, the BCCC shall make available to City Schools any such documentation for inspection. Copies of any School Records are the property of City Schools and shall be returned by the BCCC to City Schools upon the termination of this MOU.

16. Interpretation

The MOU shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions. Any heading of the paragraphs in this MOU is inserted for convenience and reference only and shall be disregarded in construing or interpreting this MOU. When interpreting the MOU, the terms of this MOU shall be controlling unless, specifically changed by an Amendment signed by the parties, all other documents shall be subordinate to the general terms of this MOU.

17. Entire Agreement

This MOU and its attachments constitute the entire agreement between the parties and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

This MOU, when fully executed, shall supersede any and all prior or contemporaneous MOUs, either oral or in writing, with respect to the subject matter thereof. Attachments I through III may be modified as a result of the annual review of the MOU by the Dual Enrollment Advisory Committee. When signed by both the TITLE OF PERSON for the BCCC and the CEO for City Schools, the modified attachments supersede any prior provisions in Attachments I through III.

18. Assignment

This MOU shall be binding upon the parties hereto and their successors and assigns, except that neither shall assign their rights, duties or responsibilities set forth in this MOU without the express written consent of the other party.

19. Modifications and Amendments

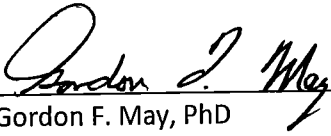
Any and all modifications to the terms of this MOU must be by a written Amendment, signed and approved by all parties.

20. Severability

Each provision of this MOU shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the MOU, which shall remain in full force and effect.

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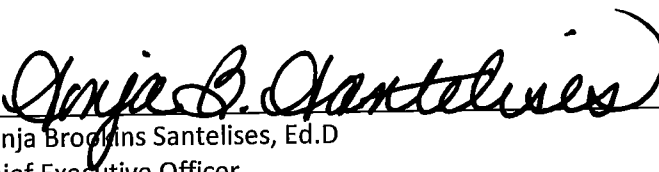
IN WITNESS WHEREOF, all parties have signed and sealed this MOU as of the day first written above.



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

6/13/18
Date

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Sonja Brooks Santelises, Ed.D
Chief Executive Officer
Baltimore City Board of School Commissioners


6/27/18
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY THIS 9th
DAY OF July, 20 18.


APPROVAL OF THE DIRECTOR OF
MATERIALS MANAGEMENT



OFFICE OF LEGAL COUNSEL



Approved for Form & Legal Sufficiency



Signature

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Attachment I - Dual Enrollment Procedures

This document details the joint processes for students to be dually enrolled in City Schools and the BCCC.

Section 1: Eligibility Criteria

The college will propose eligibility criteria for each course via a form maintained by City Schools.

Section 2: Description

In the event that a City Schools student wishes to be enrolled in a course at the BCCC, 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 semester. The application will be maintained by City Schools.
2. The student must secure the approval of the school counselor or principal to allow the course to be considered for dual credit.
3. The school counselor or registrar must verify enrollment of students. Information such as qualifying placement score, student ID number, titles and course numbers for dual credit course(s) will be uploaded into a school system database. City Schools will send a file of applicants to BCCC that will designate them in the BCCC registration database.
4. The student must register for a course by signing the joint enrollment form produced by both the College and City Schools.
5. Tuition at the rates designated in the MOU will be paid by City Schools for both students who are eligible for State-mandated discounts based on family, and those who are not students.
6. Identify any other fees that need to be paid besides tuition and who is responsible for payment.

Section 3: Process Flow

1. For interested students whose prior academic background does not meet course eligibility criteria, the student takes the placement test.
2. A student who meets the GPA, course, and/or placement test completes the request for dual enrollment and submits the request to the principal and/or counselor for signature.
3. The school counselor verifies the enrollment in high school, the placement test score, and records the request in the dual enrollment database by the completion of the joint form.
5. City Schools transmits the data to the BCCC.
6. City Schools provides a list of students and their courses within the first three weeks of school.
7. Upon completion of the course, BCCC will provide a list of course completers with final grade.
8. City Schools uploads the list and pays the tuition invoice as detailed in Section 4 below.
9. City Schools will pay the invoice within 30 days of receipt.
10. City Schools will record the course on the student transcript. If the course is part of the approved graduation credit agreement, the course will count toward graduation credit and be included in the student's GPA as a weighted grade. If the student fails to attend the course, the college transcript will indicate so.
11. City Schools will include the grade on the transcript, including a withdrawal, an incomplete or a failure.

12. City Schools reserves the right to not approve future dual enrollment courses in the event a student withdraws, fails the course, or receives a FX grade for non-attendance.
13. Until official grades are received by City Schools, students may use unofficial grades as evidence of successful completion of a course.

Section 4: Billing

The BCCC will invoice City Schools for the tuition. The BCCC will invoice City Schools only for students who complete the course and receive a grade. The attachment identifies how fees will be billed in addition to tuition or any other information regarding billing arrangements.

Section 5: Eligible Courses

City Schools and the BCCC will maintain a current list of approved dual enrollment courses. This will include courses that are aligned to Advanced Placement courses.

Section 6: Reporting

BCCC will gather, report, and share assessment data with City Schools each semester.

1. Number of dual enrollment students enrolled from each high school.
2. Course title and course index number for courses that have dual enrolled students.
3. Track and report to BCPSS attendance of students participating in the Dual Enrollment Program.
4. Report to BCPSS Midterm and Final Grades for student participating in the Dual Enrollment Program.
5. Track and report to BCPSS college credits earned by BCPSS students participating in the Dual Enrollment Program.

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Attachment II: Example of a Dual Enrollment Matrix

Issue/Criteria	Dual Enrollment-General/College course @ HS; College Course @ College
Minimal Grade level	10
Cumulative High School Credit GPA	School will submit through approval process for each course
Principal Approval	yes; counselor may also approve
College Admission Application	Yes
College-level placement scores or appropriate SAT/ACT scores	School will submit through approval process for each course
ACCUPLACER Reading/Writing Cut Scores	School will submit through approval process for each course
ACCUPLACER Math Cut Scores	School will submit through approval process for each course
How to administer the ACCUPLACER	For students who have met other State criteria for college and career readiness (CCR), through the COLLEGE if needed (e.g., if student's prior academic record does not meet course entrance criteria). For students who have not met State CCR criteria, through CITY SCHOOLS.
Maximum college courses/semester	4
Adhere to college and board policies	Yes
Parental permission, including grade release and sharing of records	Yes
Unique institutional identifier (for both schools)	Yes, City Schools ID

Fees and Other Costs	Dual Enrollment-General/College course @ HS; College Course @ COLLEGE
Application	100% of fee in Current Catalog
Registration	100% of fee in Current Catalog
Instructional Services	100% of fee in Current Catalog
Cost per Credit	
Who Pays Fees?	City Schools, at the FARMs rate.
Proportion of tuition due?	75% of tuition published in current College Catalog for first 12 credits per student, 90% thereafter.

Who pays for tuition?	City Schools
Who pays for books?	Student
Course location	City Schools or College determined by a course by course basis
Contact hours met	Varies
Student transportation	Student responsible for transportation if course offered is at college. City Schools will promote exceptions
Processes/Management	
The College's Central contact	Dean Academic and Operations
City Schools's Contact Central contact	Manager of College and Career Readiness
Communication with parents	City Schools will handle communication
Participant recruitment	City Schools and the College
Participant selection mechanism	Typically the Principal or School Counselor, with reference to Test Scores and other criteria
Course selection	Central Contacts from the College and City Schools
Course approval	Based on articulations

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Attachment III: Course Placement Upon First Full-time Attendance

The following cut-scores apply to placement in courses at <COLLEGE HERE>:

	Developmental Courses	College Level Courses
English Language Arts	Reading Comprehension Score 0-78	Reading Comprehension Score 79+
Mathematics	College Level Mathematics Score 0-44	College Level Mathematics Score 45+

The following cut-scores apply to placement in developmental courses at BCCC:

	Developmental Course	ACCUPLACER Scores
English Language Arts	Integrated Reading and English	Reading Comprehension Score less than or equal to 49
	Integrated Reading and English I	Reading Comprehension Score between 50 and 65
	Integrated Reading and English II	Reading Comprehension Score between 66 and 78
Mathematics	Arithmetic: Concepts and Applications	Elementary Algebra Score less than 35 <u>and</u> Arithmetic Score less than 55
	Elementary Algebra	Elementary Algebra Score less than 35 <u>and</u> Arithmetic Score greater than or equal to 55
	Intermediate Algebra	Elementary Algebra Score greater than or equal to 63 <u>and</u> College Level Math Score less than or equal to 44

*Note: Students will be assessed with the following subtests, or units, of the ACCUPLACER, based on their enrollment in the College Readiness courses for math and/or ELA. These assignments are:

	ACCUPLACER Subtests
College Readiness – Math	Arithmetic Elementary Algebra College Level Mathematics
College Readiness - ELA	Reading Comprehension Sentence Processing