

**MEMORANDUM OF UNDERSTANDING**  
**BALTIMORE CITY COMMUNITY COLLEGE**  
**AND**  
**St. FRANCES ACADEMY**

THIS Memorandum of Understanding (MOU) is entered into this 16<sup>th</sup> day of January 2017 by and between St. Frances Academy (Client) and Baltimore City Community College (BCCC). This MOU is effective from January 2017 until August 2020.

WHEREAS, Client desires to obtain the services of BCCC to provide a College-level credit class for its students; and

WHEREAS, the College 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 of 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 January 2017 and is in effect until August 2020. It shall be reviewed by the parties and may be terminated.

**II. Academic Integrity**

To assure that Baltimore City Community College 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 time;
- d. Adequate access 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**

The Client and the College have identified courses that will be offered under this MOU as courses that will meet Baltimore City Community College General Education Requirements

### **IV. Class Schedule.**

1. The Client and the College will meet no later than five weeks prior to the start of an academic semester to discuss available course offerings. A comprehensive schedule including starting and ending dates and specific meeting times will be provided by the College to the Client in advance of the meeting. All classes will adhere to BCCC's semester schedule and some may be held on the Client's premises for the convenience of the Client.
2. The College will send to the Client no later than two weeks prior to the start of the course, stating the specific course to be offered under this Agreement, along with the tuition and fees rates per student for the academic semester, as well as estimated book costs for the courses offered under this MOU.

### **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.
2. All students must meet the prerequisites for each course in which they enroll.

### **VI. Registration**

1. The Client will provide the College with the names and required registration information for each of the students eligible to participate under this MOU no later than one week prior to the start of each semester.
2. The Admissions Office and Registration and Records Office will maintain student records.
3. In order for the College to schedule courses on the Client's premises, there must be a minimum of ten students enrolled.
4. The maximum enrollment in each section is twenty five (25).

## **VII. Tuition**

1. Tuition and fees will be based on courses for which students register.
2. The College will bill the Client only the standard tuition per credit hour for all courses for which students are registered at the current rate for the semester they register.
3. The Client will be billed tuition for a minimum of ten (10) students, even if the class does not have a minimum of ten students.
4. The College will invoice the Client for each course offered to each student under this MOU thirty (30) days after the start of each semester.
5. The Client will provide payment to the College within thirty (30) days from the receipt of the invoice.
6. Client will not be billed for tuition fees or books, if students meet the criteria for the Baltimore City Community College Early Enrollment Scholarship (based on availability of funds).
7. In the cases where the Early Enrollment Scholarship funding is not available, the Client must comply with the tuition payment process outlined in numbers 1-5 and in sections VIII Fees, IX Fees Student with Billing Obligations as indicated below.

## **VIII. Fees – Update fees**

1. The College will bill the Client \$29 for student fees (Consolidated and Capital fees) and a \$26 registration fee per student registered.
2. The College will bill the Client \$150 for each additional student if there are more than 20 students enrolled in the course.
3. The Client will provide payment to the College within forty five days from the receipt of the invoice.
4. The College will send to the Client the estimated book costs for the courses offered under this MOU. Students are responsible for the cost of all textbooks.

## **IX. Students with Billing Obligations**

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 participate in ANY registration activities (add or drops) or obtain transcripts until the balance is paid in full.

## **X. Student Withdrawals**

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1. The Client will be billed full tuition and fees for any student who withdraws after the first day of class.
2. A student may drop course(s) 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 Services with the name and social security number of the student wanting to drop a class.
3. The Client's students dropping or withdrawing from a course must complete and sign an ADD/DROP/WITHDRAWAL Form and submit to the Registrar's Office, Main Room 08, Liberty Campus, 410-462-7777.

## **XI. Unregistered Student Procedure**

1. It is the responsibility of the Client to ensure that all their students are officially registered for the class by the College.
2. No student should 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, should be asked to leave the class until the registration matter has been resolved.
4. The Client should immediately report this matter to the Office of the Dean of Academic Support and Learning Resources 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 college policy and will not be accepted as an official roster.
7. The grade assigned will not be accepted as official for the unregistered student and will not be posted on the student's transcript.
8. The College is required by Federal Regulations to monitor the attendance of students receiving Federal Financial Aid and a faculty member's review of the Official/NA/Performance Alert Roster is an important first step in this process.
9. In order to comply with Federal Regulations, we must adhere to the roster submission deadlines.
10. 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 the College's Program Participation Agreement with the U.S. Department

of Education. The accurate and timely reporting of attendance is crucial to the College maintaining its eligibility to participate in the Title IV financial aid programs.

## **XII. BCCC Faculty**

1. Faculty are employees of BCCC and are not the employees of the Client and must comply with all College policies and procedures.
2. Faculty are hired on a semester basis and are not guaranteed future contracts to teach under this agreement.
3. Faculty who fail to comply with BCCC policies and procedures are subject to disciplinary action up to including termination.
4. Faculty terminated during the semester will be replaced by another qualified faculty so that instruction can continue.
5. The rate of pay for faculty teaching in an off-campus credit program shall be determined by the College's faculty salary rate.
6. In instances where off-campus credit courses have fewer than the required number of ten (10) students to meet salary costs for an adjunct or the assigned full-time faculty member's Teaching Assignment Units (TAU) requirements, the Dean of Academic Services will defer to the appropriate academic dean and department associate dean to negotiate with the instructor for a prorated salary rate or reduced TAU load appropriate for a low enrolled class.
7. These particular faculty should be subject to a background check because they are working with minors.

## **XIII. Administrative Fee Costs**

1. The College will bill the Client a 5% administrative fee based on the total amount charged for tuition and fees.
2. This fee is used to offset operating budget expenses related to the management of the administrative components of this MOU.
3. The Administrative Fee will be charged each semester for which students are registered.

## **XIV. Textbook Costs**

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

**XV. Student Grievances and Conduct**

1. The Client will ensure that all student complaints and grievances will be handled through the grievance procedures of BCCC.
2. All enrolled students are subject to the policies and procedures outlined in the Student Code of Conduct Handbook.

**XVI. Classroom Space**

1. The Client hereby grants the College 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 the College, and the College understands that the classroom space can be relocated at any time during the course of this MOU, provided that the area designated as a class room space meets all specifications required for the course.
3. Nothing contained in this Agreement is intended by Client or the College to create the relationship of landlord and tenant between the parties.

**XVII. Program Management Contact**

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

**XVIII. 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 any and 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) 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 parties.

**XIX. Notices**

Notice 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 St. Frances Academy**

Name: Sr. John Francis Schilling

Title: OSP, President

Address: 501 E. Chase Street Baltimore, Maryland 21202

Phone Number: 410-539-5794

FAX: \_\_\_\_\_

Email: *jfs@sfacademy.org*

**If to BCCC**

Name: Daphne Snowden, Ed.D

Title: Dean, Academic Operations & Services

Address: 2901 Liberty Heights Avenue, Baltimore, Maryland 21215

Phone Number: 410-462-7697

FAX: 410-462-7611

Email: dsnowden@bcc.edu

**SIGNATURE PAGE**

WITNESS the signature of the officials of the parties herein as of the day and date written above. This agreement may be amended with the written consent of both parties.

Sr. John Francis Schilling 2/9/17  
Sr. John Francis Schilling      Date  
OSP, President  
St. Frances Academy

Gordon F. May 1/30/17  
Gordon F. May, Ph.D.      Date  
President/CEO  
Baltimore City Community College

THIS AGREEMENT APPROVED  
AS TO FORM AND LEGAL  
SUFFICIENCY THIS  
26<sup>th</sup> DAY OF January, 2017

Approved for Form & Legal Sufficiency

CBM  
Signature