

MEMORANDUM OF UNDERSTANDING
Between
BALTIMORE CITY COMMUNITY COLLEGE
And
UNIVERSITY OF BALTIMORE

I. Purpose

This Memorandum of Understanding (MOU) is entered into between Baltimore City Community College (hereafter, "BCCC") and the University of Baltimore (hereafter "UB"), collectively referred to as "parties." The purpose of this MOU is to enable BCCC and UB to work in partnership under the B-Power Initiative to offer dual enrollment opportunities to Baltimore City high school students.

B-Power, an abbreviation for Baltimore Power, is an initiative of collaborative efforts between Baltimore City organizations to increase educational and career opportunities for city students. Dual enrollment, defined as students simultaneously enrolled in both high school and college courses, is a strategy used by the B-Power Initiative to help increase students' college and career preparedness and completion.

Through collaboration within the terms set out in this MOU, UB and BCCC will provide joint dual enrollment options to Baltimore City high school students, create a pipeline of dual enrollment from one institution to the other, promote dual enrollment in a collaborative manner, and jointly assess the quality of dual enrollment offerings and dual enrollment student success.

II. Term of the MOU

The term of this MOU shall be for a period of three years effective on the date this MOU is entered into, which shall be the date of the last signature, unless terminated earlier as outlined in this MOU.

Thereafter, this MOU shall renew automatically for successive one-year terms unless terminated earlier as outlined in this MOU, and may be revised periodically with the approval and signature of both parties.

III. Responsibilities of the Parties

A. BCCC Shall:

1. Make dual enrollment courses available for students who have completed UB dual enrollment in math and/or writing.
2. Accept a grade of C- or higher from UB math or writing dual enrollment courses as a placement waiver for BCCC dual enrollment courses that require math or writing placement testing. Any course with a grade of C or better will be accepted. Exception: BCCC will accept credits in which a grade of D is earned for general education courses from a student with a minimum cumulative grade point average of 2.0 on a 4.0 point scale from a regionally accredited Maryland public institution.
3. Provide students and parents with the steps required to apply for dual enrollment courses and guidance throughout the application process.

B. UB Shall:

1. Lead coordination of B-Power dual enrollment activities.

2. Identify eligible students who completed UB dual enrollment courses to recommend for dual enrollment courses with BCCC.
3. Assist students who completed UB dual enrollment with submitting transcripts to BCCC, if required.

C. Both Parties shall:

1. Collaborate on the marketing efforts instituted to advertise and promote dual enrollment opportunities. Each party agrees not to use the other party's trademarks without the prior express written permission of the other party.
2. Maintain a list of all students who participate in dual enrollment courses.
3. Make all eligible students aware of the opportunity to participate in dual enrollment.
4. Develop a communication plan, compliant with all laws, rules, and regulations, for sharing the progress of students to parents, high school administrators, faculty, and the parties.
5. Determine agreed-upon assessment measurements, including but not limited to course grades, student surveys, instructor evaluations, and pass rates.
4. Contribute to joint reports for distribution to institutional leadership and external stakeholders upon request.
6. Establish and maintain a pool of faculty available to teach dual enrollment courses.
7. Ensure that any employees, agents, volunteers, contractors, and instructors who are participating in the joint dual enrollment program and who have or may have contact with minor children in the program have a Criminal Justice Information System ("CJIS") Record History check. The definition of a CJIS Record History Check is set forth in USM BOR Policy VII – 1.15.

IV. Family Education Rights and Privacy Act (FERPA)

BCCC and UB shall adhere to all rules and regulations set forth by the Family Educational Rights and Privacy Act ("FERPA"), and the related federal regulations set forth at 34 C.F.R. §99.1, *et seq.*

V. Data sharing and Dissemination

The parties shall confer with one another regarding the time, manner, and content of appropriate data for sharing and dissemination. This includes, but is not limited to student information, results of studies or reports, publicity materials, or news releases in any form. Both parties must provide consent to any sharing and dissemination and any such sharing and dissemination must be consistent with all applicable laws, rules and regulations.

VI. Termination

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

Students enrolled in a course as part of the joint dual enrollment program at the time of termination shall be permitted to complete the course under the terms and conditions set forth in this MOU.

VII. 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 UB and BCCC shall be governed by the terms and provisions of the Maryland Tort Claims Act, where applicable.

VIII. 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.

IX. Nondiscrimination

UB and BCCC 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, gender identification, status as a qualified individual with a disability or handicap or as a disabled veteran, or any other lawfully protected status.

X. Governing Law

This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland.

XI. 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. Students enrolled in a course as part of the joint dual enrollment program at the time of such immediate termination shall be permitted to complete the course under the terms and conditions set forth in this MOU.

XII. 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. All headings of the paragraphs in this MOU are 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.

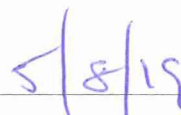
XIII. Entire Agreement

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.

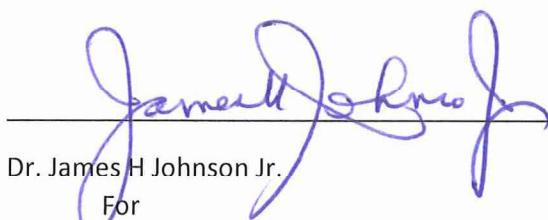
IN WITNESS WHEREOF, all parties have signed and sealed this MOU as of the day first written above.



Darlene Brannigan Smith, Ph.D.
Executive Vice President and Provost
University of Baltimore



Date



Dr. James H Johnson Jr.
For
Baltimore City Community College



Date

Approved for Form & Legal Sufficiency



Signature