



MEMORANDUM OF UNDERSTANDING
BALTIMORE CITY COMMUNITY COLLEGE
AND
BAIS YAAKOV EVA WINER HIGH SCHOOL

This Memorandum of Understanding (MOU) is entered into this 1st day of August 2019 by and between the Bais Yaakov Eva Winer High School (Client) and Baltimore City Community College an agency of the state of Maryland (hereafter referred to as BCCC).

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

WHEREAS, THE College agrees to enroll as students the individuals designated by the Client in sections identified, hold certain classes on or off the Client's premises and invoices 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 August 1, 2019 and is in effect until June 30, 2022 with an automatic renewal for 1 year. 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. Admissions 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 will identify the courses to be offered 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.

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.
2. The College will send to the Client no later than two weeks prior to the start of each semester, stating the specific courses 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) students. However, the Client may request that a class be allowed to enroll more than twenty-five (25) students upon the approval of the Program Coordinator or Dean.
5. All students' educational records will be handled in accordance with the Family and Education Rights Privacy Act (FERPA).

VII. Tuition and Fees Costs

1. The College 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. The current tuition rate is \$110/credit hour and client shall be notified of any change/increase. Additionally, a schedule of Tuition and Fees will be included.**
2. The College 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. 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.

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 & 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 Records and Registrations office, Main Room 08, Liberty Campus, 410-462.7777.

X. Unregistered Student Procedure

1. It is the responsibility of the Client to ensure that the College'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 & 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 the 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 U.S. Department of Education. The accurate and timely reporting of attendance is crucial to the College maintain its eligibility to participate in the Title IV financial aid programs.

XI. 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. Part-time faculty teaching an off-site course must be provided with an orientation on the BCCC policies and procedures that govern their faculty responsibilities.
5. Faculty terminated during the semester will be replaced by another qualified faculty so that instruction can continue.
6. The rate of pay for faculty teaching in an off-campus credit program shall be determined by the College's faculty salary rate.
7. Faculty who are absent from the school (Bais Yaakov) must notify the school and the appropriate administrator at the college with advanced notice. If possible a substitute will be assigned. An assignment will be given to the school administration prior to an absence.
8. Dates of instruction will be according to the schedule provided by Bais Yaakov to include days the school is closed for holidays or religious celebration.

XII. Administrative Fee Costs

1. The College will bill the Client a 5% administrative fee based each semester on the total amount charged for tuition and fees beginning fall 2019.
2. This fee is used to offset operating budget expenses related to the management of the administrative components of this MOU.

XIII. 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.

XIV. 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. College policy requires that GRADE CORRECTIONS-Corrections to student records must be brought to the attention of the Records and Registration Office within one year from the date the class was completed.
3. All enrolled students are subject to the policies and procedures outlined in the Student Code of conduct Handbook.

XV. 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 classroom 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.

XVI. Program Management Contact

The College's Office of the Dean of Academic Operations and 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.

XVII. 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 non-discrimination provisions of federal and Maryland law.
3. This Agreement may be terminated by either party upon giving thirty (30) days written 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.

XVIII. 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 Bais Yaakov Eva Winer High School

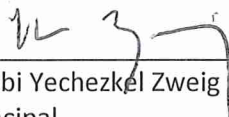
Name: Adina Rishe
Title: 12th Grade Counselor
Address: 6302 Smith Avenue, Baltimore, Maryland 21209
Phone #: 443-548-7700 Extension 115
FAX: 443-548-6340
Email: arishe@baisyaakov.net

If to BCCC


Name: Daphne Snowden, Ed.D
Title: Dean, Academic Operations & Services
Address: 2901 Liberty Heights Avenue, Baltimore Maryland 21215
Phone# 410-462-7697
FAX: 410-462-7611
Email: dsnowden@bccc.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.



Rabbi Yechezkel Zweig
Principal
Bais Yaakov Eva Winer High School



Debra L. McCurdy, PhD
President
Baltimore City Community College

Legal Counsel

THIS AGREEMENT APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS

13th DAY OF August, 2019

