



NOTRE DAME OF MARYLAND UNIVERSITY

**Higher Education Agreement
Between
College of Southern Maryland
and
Notre Dame of Maryland University, Inc.**

I. SCOPE

A. PURPOSE

The purpose of this Agreement is to *update the educational affiliation* between the Notre Dame of Maryland University, Inc (NDMU) and College of Southern Maryland (CSM) to expand the availability of the accelerated Bachelor of Arts with a major in liberal arts /elementary education to *all campuses of CSM*.

This Agreement sets forth the goals, objectives, rights and responsibilities of the parties. If the two institutions develop additional agreements to accomplish specific transactions, those agreements shall be made in writing and executed by the parties and will be incorporated by reference into this document.

B. GOALS/OBJECTIVES

1. To provide expanded educational opportunities for students of College of Southern Maryland by making available at **all campus locations** of CSM the undergraduate coursework needed to complete the accelerated Bachelor of Arts degree in liberal studies / elementary education.
2. To extend access to higher education for working adults through flexible scheduling and an accelerated course delivery.
3. To provide articulation between the associate degree and the bachelor degree program providing upward mobility and opportunity for students.

C. PROGRAM DESCRIPTION

1. NDMU will provide the required courses for CSM graduates of the Associate of Arts in Teacher Education: Elementary Education and Associate of Arts in Teaching, Elementary and General Studies to complete the bachelor's degree in liberal studies / elementary education at NDMU.
2. All students taking courses pursuant to this Agreement will be considered part-time students of NDMU. They will be entitled to the rights and privileges afforded to NDMU students and subject without limitation to all policies, rules, and responsibilities of a NDMU student, including those policies pertaining to registration, class attendance, academic probation, withdrawal from the University, graduation, and the Honor Code.
3. NDMU will provide appropriate faculty support for the program, including involvement by full-time faculty. Faculty will be available at reasonable times to consult with students outside of class

via phone, email or in person by appointment on the Charles Street campus. The faculty shall remain employees of NDMU and shall not be considered employees or agents of CSM.

II. ASSIGNED RESPONSIBILITIES

A. COURSE SELECTION AND REPORTING

1. NDMU retains all rights and responsibilities related to course design, content and course modules. A course module is the form in which accelerated courses are delivered.
2. Course selections will be coordinated by the appropriate NDMU academic administrators prior to each semester based upon recognized student and programmatic needs.
3. NDMU may elect to offer courses through interactive technology.
4. NDMU will begin offering courses no earlier than September 2015 and only after a minimum of 15 students are admitted into the program outlined under this agreement and are registered for the first class.
5. The maximum size of an accelerated bachelor's degree cohort is generally 25 students. A cohort is a group of students remaining together for the entire accelerated degree. The cohort meets at a selected time and day and follows a shared sequence of courses.
6. NDMU courses may be canceled due to low enrollment or, upon mutual agreement, due to other circumstances. Alternatively, students in a cohort which falls below 8 students may be combined with another liberal studies / elementary education cohort in the accelerated degree program at NDMU.
7. Every semester, NDMU will report to CSM the final enrollment for each course within 30 days after the start of the first class period of the course.

B. STUDENT SERVICES

1. Students enrolled in the NDMU program at the CSM campuses are eligible to use NDMU facilities to the same extent provided for part-time students on the NDMU campus. NDMU will set a defined schedule for each semester for the following student services offered:
 - a. Registration, financial aid, bookstore and business office services.
 - b. Academic advising.
 - c. Interlibrary loan support and access to the Loyola-Notre Dame joint library.
2. NDMU will provide the following student services:
 - a. Access to library services.
 - b. Access to the computer laboratory pursuant to an agreed schedule.
 - c. Bookstore services.
 - d. Access to the Writing Center, Career Center, and Counseling Center
 - e. New Student Orientation
 - f. Notre Dame Student ID card and email account.
 - g. Campus parking.
 - h. Access to campus events and lectures

3. CSM will provide the following student services:
 - a. Access to CSM's library services.
 - b. Access to CSM's computer laboratory pursuant to an agreed schedule.
 - c. Parking at the CSM campus.
 - d. Security coverage until 10:15 p.m. on class meeting nights.

C. FACILITIES PROVIDED BY CSM

1. Classrooms to meet instructional needs for the accelerated Bachelor of Arts with a major in liberal studies / elementary education offered by NDMU.
2. Instructional support including access to the internet in the classroom and audiovisual equipment such as internet, television, VCR, DVD, PC & projector and access to duplication equipment.
3. Regular security and housekeeping services for classrooms.
4. Reasonable notice to NMDU for room assignment change and assistance in communicating the room change to the students enrolled in the cohort class.
5. Scheduled furnished office space, when available, that is sufficient to support NMDU's faculty, administrative and student service functions. NDMU personnel will have access to telephone service, voice mail, facsimile machines, computer hardware and software, and internet access.
6. Access to a conference room suitable for meeting with a group of students and/or faculty.

D. MARKETING AND STUDENT RECRUITMENT

1. All marketing for the program will be based upon a marketing and student recruitment plan developed by NDMU and CSM. The marketing plan will include specific responsibilities for CSM and NDMU in terms of action and financial responsibility.
2. CSM will publish information about NDMU program/course offerings at the CSM campuses of in their schedule of classes and on the CSM website.
3. CSM will provide mutually acceptable designated display space appropriate for advertising the program and communicating with students at all College of Southern Maryland campuses.
4. CSM agrees to participate in public relations activities such as interviews with local reporters regarding their agreement with NDMU.
5. CSM will provide NDMU communications access via email and/or U.S. mail to their employees and graduates.
6. CSM agrees to provide guidance to NDMU in the distribution of promotional materials to organizations and school systems within a forty-five minute drive from the CSM campuses.
7. CSM will include NDMU in appropriate marketing communications material promoting all the campuses of CSM in print and radio ads, direct mailings and press releases.

E. TRANSFER ARTICULATION AND ADMISSIONS

1. NDMU and CSM will develop an articulation agreement for the education program outlined.
2. Students desiring to enter the bachelor's degree program in liberal studies / elementary education must apply to NDMU and meet the requirements for admission.
3. Admission may be either as a degree-seeking student or as a non-degree-seeking student.
4. NDMU will be responsible for handling admission of students, and the decision of the NDMU admissions staff will be final.

F. COMPENSATION

1. NDMU will charge its regular tuition for NDMU courses and a registration fee.
2. NDMU will pay for use of the CSM facilities according to the agreed upon facility fee negotiated between NDMU and CSM. These fees are shown in Attachment A. CSM shall invoice NDMU for use of its facilities.
3. Funding for additional software required by NDMU will be provided by NDMU, and NDMU will retain the ownership of such software.
4. If a course or program requires the use of special facilities, the fee for such services will be agreed to by NDMU and CSM.
5. Charges for copying services will be at the College of Southern Maryland's standard rate for its own departments.
6. NDMU will absorb faculty and staff travel costs.
7. Financial arrangements will be reviewed annually and, if warranted, will be adjusted by mutual agreement no later than December 31 of each year.

III. TERMS AND CONDITIONS

A. LIABILITY AND INSURANCE

College of Southern Maryland and the Notre Dame of Maryland University will indemnify and hold harmless the other parties from judgments, damages or losses, including attorneys' fees, suffered by that party to the extent of the negligence or omission of the indemnifying party to the extent permitted by Maryland law.

B. TERM AND RENEWAL

This Agreement shall have an initial term of three (3) years beginning on August 1, 2015. Unless terminated pursuant to the terms outlined below, this Agreement is self-renewing and the program will continue for consecutive one-year periods.

C. Termination Clause

1. Either NDMU or CSM may terminate this Agreement at the end of the initial term or at the end of a renewed term by giving the other party at least ninety (90) days prior written notice.
2. This Agreement may be terminated by either NDMU or CSM at any time due to a material default of its terms by the other as long as the default has not been cured within a ninety (90) day period from written notice of the default.
3. Notwithstanding the above, this Agreement may be terminated by either NDMU or CSM due to financial exigency. Both parties shall exercise reasonable care to serve the needs of students impacted by a termination of this agreement.

D. ANNUAL EVALUATION

Each June, NDMU and CSM personnel will evaluate the affiliation and determine plans for the following academic year. Unless terminated pursuant to the terms outlined above, this Agreement is self-renewing annually.

E. MISCELLANEOUS

1. Students enrolled in NDMU's accelerated Bachelor of Arts with a major in liberal studies / elementary education program will be governed by NDMU's academic policies, rules, or regulations. However, decisions related to safety concerns at the CSM campuses i.e., weather closings, evacuations, etc., will be equally applicable to NMDU students.
2. All NDMU courses will be designed, conducted, and graded under the exclusive control of NDMU.
3. This Agreement is not assignable but shall bind the corporate successors of NDMU and of CSM.
4. This Agreement will not create an employment or partnership relationship between the employees of CSM and NDMU on the one hand and CSM on the other.
5. No amendment to this agreement shall be valid and binding unless in writing signed by both parties.

Notice of any action taken by either party and required to be reported to the other party under this Agreement shall be mailed, certified delivery, to the other party at the address stated below:

College of Southern Maryland
Attention: Dr. Eileen Abel
Vice President for Academic Affairs
P.O. Box 910
La Plata, MD 20646

Notre Dame of Maryland University, Inc.
Attention:
4701 N. Charles St.
Baltimore, MD 21210

College of Southern Maryland

By: Bradley Stoughton

Date: 7-28-15

Notre Dame of Maryland University, Inc.

By: James H. Fletcher

Date: 7/13/15



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