Higher Education Agreement
Between
Prince George’s Community College,
Howard Community College
and
College of Notre Dame of Maryland, Inc.

I. SCOPE

A. PURPOSE
The purpose of this Agreement is the formation of an educational affiliation between the College of Notre Dame of Maryland, Inc. (CND), Prince George’s Community College (PGCC), and Howard Community College (HCC) to expand the availability of the accelerated Bachelor of Arts with a major in business in Prince George’s County and Howard County.

This Agreement sets forth the goals, objectives, rights and responsibilities of the parties. If the three 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 at Prince George’s Community College and Howard Community College by making available at the Laurel College Center undergraduate coursework needed to complete the accelerated Bachelor of Arts degree in business.

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. CND will provide the required courses the typical Business Administration, Business Management (AAS), and General Studies community college graduate needs to complete the bachelor’s degree in business at CND.

2. All students taking courses pursuant to this Agreement will be considered part-time students of CND. They will be entitled to the rights and privileges afforded to a CND student and subject without limitation to all policies, rules, and responsibilities of a CND student, including those policies pertaining to registration, class attendance, academic probation, withdrawal from the College, graduation, and the Honor Code.

3. CND will provide appropriate faculty support for the program, including significant 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 CND and shall not be considered employees or agents of PGCC or HCC.
II. ASSIGNED RESPONSIBILITIES

A. COURSE SELECTION AND REPORTING

1. CND 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 CND academic administrators prior to each semester based upon recognized student and programmatic needs.

3. CND may elect to offer courses through interactive technology.

4. CND will begin offering courses no earlier than April 2006 and only after a minimum of 18 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. CND courses may be canceled due to low enrollment or, upon mutual agreement, due to other circumstances. Alternatively, students in a cohort which falls below 14 students may be combined with another business cohort in the accelerated business degree program at CND.

7. Every semester, CND and PGCC and HCC will report to the other 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 CND program at the Laurel College Center are eligible to use CND facilities to the same extent provided for part-time students on the CND campus. CND 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. CND 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. PGCC and HCC will provide the following student services:
   a. Access to the Laurel College Center’s library services.
   b. Access to the Laurel College Center’s computer laboratory pursuant to an agreed schedule.
   c. Access to the Laurel College Center’s academic support services.
   d. Parking at the Laurel College Center.
e. Security coverage until 10:30 p.m. on class meeting nights.

C. FACILITIES PROVIDED BY PGCC AND HCC

1. Classrooms to meet instructional needs for the accelerated Bachelor of Arts with a major in business program offered by CND.

2. Instructional support including access to the internet in the classroom and audiovisual equipment such as an overhead projector, television, VCR, DVD, PC & projector and access to duplication equipment.

3. Regular security and housekeeping services for classrooms.

4. Reasonable notice to CND for room assignment change and assistance in communicating the room change to the students enrolled in the cohort class.

5. Furnished office space and storage sufficient to support CND’s faculty, administrative and student service functions. CND 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 CND, PGCC, and HCC. The marketing plan will include specific responsibilities for PGCC, HCC, and CND in terms of action and financial responsibility.

2. PGCC and HCC will publish information about CND program/course offerings at the Laurel College Center in their schedule of classes and on the Laurel College Center website.

3. PGCC and HCC will provide mutually acceptable designated display space appropriate for advertising the program and communicating with students at the Laurel College Center, and PGCC and HCC.

4. PGCC and HCC agree to participate in public relations activities such as interviews with local reporters regarding their agreement with CND.

5. PGCC and HCC will provide CND communications access via email and/or U.S. mail to their employees and graduates.

6. PGCC and HCC agree to provide guidance to CND in the distribution of promotional materials to businesses in the Laurel area.

7. PGCC and HCC will include CND in appropriate marketing communications material promoting the Laurel College Center such as print and radio ads, direct mailing and press releases.

E. TRANSFER ARTICULATION AND ADMISSIONS

1. CND, PGCC, and HCC will develop an articulation agreement that is hereby incorporated by reference that allows any student who has completed an A.A. degree or A.A.S. in an articulated
transfer program at PGCC or HCC to transfer up to sixty four (64) credits toward the CND baccalaureate degree.

2. Students desiring to enter the bachelor's degree program in business must apply to CND and meet the requirements for admission.

3. Admission may be either as a degree-seeking student or as a non-degree-seeking student.

4. CND will be responsible for handling admission of students, and the decision of the CND admissions staff will be final.

F. COMPENSATION

1. CND will charge its regular tuition for CND courses. Students will not be required to pay a registration fee or any fee other fee based on the number of credits enrolled.

2. CND will pay for use of the Laurel College Center facilities according to the agreed upon facility fee negotiated between CND, PGCC, and HCC. These fees are shown in Attachment A. The Laurel College Center shall invoice CND for use of its facilities.

3. Funding for additional software required by CND will be provided by CND, and CND 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 CND, PGCC, and HCC.

5. Charges for copying services will be at the Laurel College Center's standard rate for its own departments.

6. CND 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

Prince George’s Community College, Howard Community College, and the College of Notre Dame 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 two (2) years beginning on February 15, 2006. 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 CND or PGCC and HCC 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 CND or PGCC and HCC 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 CND or PGCC and HCC due to financial exigency. All three parties shall exercise reasonable care to serve the needs of students impacted by a termination of this agreement.

D. Annual Evaluation

Each June, CND’s chief academic officers and/or Program Director and the Policy and Coordination Council of the Laurel College Center will meet to evaluate the affiliation and to make 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 CND’s accelerated Bachelor of Arts with a major in business program will be governed by CND’s academic policies, rules, or regulations. However, decisions related to safety concerns at the Laurel College Center, i.e., weather closings, evacuations, etc., will be equally applicable to CND students.

2. All CND courses will be designed, conducted, and graded under the exclusive control of CND.

3. This Agreement is not assignable but shall bind the corporate successors of CND and of PGCC and HCC.

4. This Agreement will not create an employment or partnership relationship between the employees of CND and CND on the one hand and PGCC or HCC on the other.

5. No amendment to this agreement shall be valid and binding unless in writing signed by all three 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:

Prince George’s Community College  
301 Largo Road  
Largo, Maryland 20774-2199  
Attention: Dr. Peter Battaglia  
Vice President for Instruction

Howard Community College  
10901 Little Patuxent Parkway  
Columbia, Maryland 21044  
Attention: Ronald X. Roberson  
Vice President of Academic Affairs

College of Notre Dame of Maryland, Inc.  
4701 N. Charles St.  
Baltimore, MD 21210  
Attention: Dr. Suzanne Shipley  
Vice President for Academic Affairs

Prince George’s Community College  

By:  
Date: 2/22/06

Howard Community College  

By:  
Date: 2/22/06

College of Notre Dame of Maryland, Inc.

By:  
Date: 3/1/06
Attachment A: Classroom rental fees

CND agrees to pay the Laurel College Center $50/student/course beginning with the second year CND courses are offered at the Center. For the first year CND courses are offered at the Center no room rental fees will be charged.