

BOARD OF EDUCATION OF HARFORD COUNTY

PRESENTATION ON THE MEMORANDUM OF UNDERSTANDING BETWEEN HARFORD COMMUNITY COLLEGE AND HARFORD COUNTY PUBLIC SCHOOLS REGARDING DUALY ENROLLED HIGH SCHOOLS STUDENTS

JUNE 24, 2013

Background Information:

In the 2013 Legislative session, the Maryland General Assembly passed Senate Bill 740, which, among other things, is intended to encourage the participation of high school students in community college classes to increase the percentage of students who graduate from high school career and college ready. One of legislative means for encouraging high school students to participate in community college classes is to make qualified students aware of these opportunities at the high school level, and to implement a reduced tuition schedule for these students which, under the legislation, would involve the payment of student tuition by the local Board of Education, and the collection of a partial reimbursement from high school students' parents. The legislation contains a provision which allows local school systems and institutions of higher education to have in place before the legislation's July 1, 2013, effective date, an agreement to effectuate its purposes.

Discussion:

Harford Community College and Harford County Public Schools have constructed a Memorandum of Understanding to allow an effective partnership to implement the advantages of the legislation to students with regard to attending the College at a reduced cost; to provide a means for Harford County Public Schools to make the College aware of Free and Reduced Meals students eligible to attend the College without cost under the legislation; and, to facilitate the collection of funds from students. The reduced fees shall be paid to the College, and Harford County Public Schools will be billed by the College for the differential for which HCPS would be responsible, or for the full amount for students who are exempt from payment due to Free and Reduced Meals status. This removes from HCPS the task of collecting funds from dually enrolled students and the accounting thereof, which would present a considerable burden to HCPS school staff.

Recommendation:

The Superintendent recommends that the Board of Education support the Superintendent's execution of the Memorandum of Understanding between Harford Community College and Harford County Public Schools with regard to dually enrolled students.

Memorandum of Understanding
between
Harford Community College
and
Harford County Public Schools

For Approved Dually Enrolled Students

This Memorandum of Understanding is made between Harford Community College, 401 Thomas Run Road, Bel Air, MD 21015, (hereinafter the College) and Harford County Public Schools, 102 South Hickory Avenue, Bel Air, MD 21014 (hereinafter HCPS).

WHEREAS during a given school year, there are students who are enrolled in HCPS, and who have not yet earned a high school diploma, and

WHEREAS, some of these HCPS students are also enrolled in classes at the College (such students hereinafter referred to as dually enrolled students), and

WHEREAS, the Maryland legislature has enacted SB740 (College and Career Readiness and College Completion Act of 2013) during the 2013 session of the Maryland State Legislature, said legislation to take effect on July 1, 2013, and

WHEREAS, SB740:

- allows for a county board of education to pay the cost of tuition under an agreement between the public school and the public institution of higher education which existed prior to July 1, 2013, under certain specified circumstances;
- requires each county board of education to provide funding to institutions of higher education for dually enrolled students;
- authorizes county boards of education to charge a fee to dually enrolled students;
- requires the county board of education to waive this fee for certain students;
- requires the county board of education to make students aware of the opportunity to dually enroll under certain circumstances; and

WHEREAS, it is the intention of this agreement to fulfill the requirements of SB740 in a manner which can be effectively and efficiently managed by the College and HCPS,

WHEREFORE, the College and HCPS do hereby enter into this agreement that establishes their respective responsibilities with regard to enrolling and billing dually enrolled students:

1. HCPS will make all high school students who are eligible aware of the opportunity to dually enroll under this agreement; and
2. HCPS will identify current students who wish to dually enroll in the College; and,
3. HCPS will provide such students with the opportunity to request a waiver for part-time attendance to permit their enrollment in courses at the College under this agreement; and,
4. Upon successful completion and approval of such waiver, HCPS will provide the student with verification to present to the College that the student is approved to be dually enrolled; and,
5. This verification will indicate whether a student is eligible for free and reduced meals; and,

6. HCPS authorizes the College to serve as its agent to collect payment for the authorized charges for dually enrolled students; and
7. Except for students eligible for free and reduced meals, the College will collect the authorized charges which are less than 75 percent of the cost of tuition as specified by SB740, for the first four (4) dually enrolled courses. Specifically:
 - a) 75 percent of \$92.00 is \$69.00 (total amount College can charge HCPS per credit hour); and
 - b) 90 percent of \$69.00 is \$62.10 (total amount HCPS can charge student per credit hour); then
 - c) As the agent for HCPS, the College will charge these approved dually enrolled students \$62.00 per credit hour; and
 - d) The College will charge HCPS \$7.00 per credit hour for these approved dually enrolled students; and
 - e) The College will charge these approved dually enrolled students all other applicable HCC fees; and
8. Except for students eligible for free and reduced meals, for any course in excess of four (4) courses in which a dually enrolled student is enrolled, the College will collect authorized charges that are less than 90 percent of the cost of tuition as specified by SB740. Specifically:
 - a) 90 percent of \$92.00 is \$82.80 (total amount College can charge HCPS per credit hour); and
 - b) 100 percent of \$82.80 is \$82.80 (total amount HCPS can charge student per credit hour); then
 - c) As the agent for HCPS, the College will charge these approved dually enrolled students \$82.70 per credit hour; and
 - d) The College will charge HCPS 10 cents per credit hour for these approved dually enrolled students; and
 - e) The College will charge these approved dually enrolled students all other applicable HCC fees; and
9. For students eligible for free and reduced meals, HCPS will pay the full amount of 75 percent of the cost of tuition for each course up to a maximum of four (4) courses, and the amount of 90 percent of the cost of tuition for any courses in excess of four (4) courses in which each such student is enrolled, in accordance with SB740. Specifically:
 - a) The College will only charge these approved dually enrolled students all other applicable HCC fees; and
 - b) The College will charge HCPS \$69.00 per credit hour for the first four (4) courses in which these approved dually enrolled students enroll and \$82.80 per credit hour for courses in excess of four (4).
10. The College will invoice HCPS for above mentioned charges each semester, within two weeks following the College's official census date, which is 3 weeks after the start of each 15-week semester. HCPS will pay the invoice within 30 days of receipt.
11. The parties agree that with respect to the performance of this contract, each shall comply with all applicable provisions of the Federal Education Rights and Privacy Act (FERPA) 20 United States Code (USC) 1232g, *et seq.* and to implementing regulations at 34 Code of Federal Regulations (CFR) 99.1, *et seq.* and the Code of Maryland Regulations (COMAR) Title 13A.08.02.
12. Both parties will cooperate to gather, report, and share assessment data each semester, including:
 - a) The number of students who are dually enrolled under this agreement from each high school; and
 - b) The number and course name of the courses in which each student dually enrolls; and
 - c) Grades earned in dually enrolled courses.

AND IT IS FURTHER AGREED THAT, this Memorandum of Understanding is not intended to apply to courses taught in any high school in HCPS governed by the previously executed Memorandum of Understanding between the parties as pertains to transitional (college preparatory) mathematics courses [Math 001 Fundamentals of Mathematics, Math 002 Introductory Algebra, Math 017 Intermediate Algebra, and Math 018 Combined Algebra] as prerequisites to credit mathematics courses.

AND IT IS FURTHER AGREED THAT, in the event a court of competent jurisdiction holds that the provisions of this MOU relating to: 1) payment of tuition by HCPS to the College for dually enrolled students or 2) payment of fees or tuition by dually enrolled students to the College, violate section 18-14A-04 of the Education Article of the Maryland Code, as amended by the College and Career Readiness and College Completion Act of 2013, ~~Act~~ this MOU shall be of no force and effect and Sections subsections (B)(1); (B)(2) and (C)(1) of the aforementioned section shall control regarding: 1) the payment of tuition by HCPS to the College for dually enrolled students or 2) the payment of fees or tuition by dually enrolled students to the College.

This agreement becomes effective upon the signature of all parties and shall continue in effect unless voided by either party upon sixty (60) days prior written notice. The agreement will be amended as necessary to reflect changes in HCC tuition and fee rates as well as future revisions to legislation or other requirements that either HCPS or the College must fulfill. The College and HCPS will consider, in good faith, any other proposed amendments. The Agreement may only be amended by written amendments signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate this _____ day of _____, 2013.

Robert M. Tomback, Ph.D.
Superintendent
Harford County Public Schools

Dennis Golladay, Ph.D.
President
Harford Community College
