

**MEMORANDUM OF AGREEMENT BETWEEN
CONCORD UNIVERSITY AND
MONROE COUNTY SCHOOLS
TO OFFER ONLINE COURSES**

This Memorandum of Agreement dated this 5th day of November, 2020 ("Effective Date"), by and between Concord University (Concord), a West Virginia Institution of Higher Education, and Monroe County Board of Education on behalf of Monroe County Schools – James Monroe High School (Monroe County), a West Virginia system of public education. Wherein the parties agree to collaborate to offer qualified high school students the opportunity to participate in the online program. This agreement outlines the obligations of those participating in this agreement.

RESPONSIBILITIES OF THE PARTIES

Monroe County

1. Monroe County will adhere to the following:
 - a. Use the same textbooks, reading materials, syllabi and grading procedures as established by Concord, and
 - b. allow Concord faculty to observe the course.
2. Monroe County will identify high school students who are qualified to participate in online courses,
 - a. Will encourage the students to participate in the program,
 - b. will assist the students with the steps necessary to be admitted as a Superior and Talented student at Concord,
 - c. will facilitate the student's enrollment in the offered online courses, and
 - d. will provide the students the textbook or other materials required for the online course.
3. Monroe County may choose to designate any online courses as dual credit courses. Concord's online program has no role in the designation of courses as dual credit courses.
4. Monroe County Board of Education agrees to remit payment to Concord within thirty (30) days of receipt of the invoice from Concord for the current semester tuition expenses incurred by the online enrollments.

Concord

1. Concord will accept Monroe County students who meet the admission requirements for the online program as outlined in the current Undergraduate Catalog.
2. Concord will charge \$25 for each scheduled credit hour in which the students are enrolled and invoice the Monroe County Board of Education for said charges.

3. Monroe County Board of Education hereby agrees to be billed for the semester's tuition charges on behalf of Monroe County – James Monroe High School. Provided that, Monroe County will be responsible for payment of any unpaid or delinquent tuition charges.
4. Concord's online courses are taught completely by Concord faculty who will post all final grades with Concord's Registrar's Office.
5. Concord will provide official and unofficial transcripts to Monroe County students as specified in the current Ungraduated Catalog. The student's transcript will be identical to transcripts generated for all students admitted to the institution.

General Provisions

1. The Parties may modify or amend this MOA only by mutual agreement, in writing. A party wishing to make a proposal for modification or amendments of the terms of this MOA shall do so in writing to the other Party no less than fifteen (15) days prior to the effective date proposed for such modification or amendment. No modifications or amendments shall take effect unless duly agreed and signed by duly authorized agents of the Parties.
2. In the event either Party hereto being rendered unable, wholly or in part, by force majeure to carry out its respective obligations under this MOA, then on such Party giving written notice and full particulars of such force majeure in writing to the other Party as soon as possible but no later than seven (7) days after the occurrence of the cause being relied on, then the obligations of the Party giving such notice so far as they are affected by such force majeure shall be suspended for the period during which the Party is rendered unable as aforesaid but for no longer period and such cause shall, as far as possible, be remedied or obviated with all reasonable dispatch.

The term "force majeure" as employed herein shall mean riots, strikes, lockouts, revolutions, wars, act of public enemy, insurrections, fires, unprecedented floods, storms, or other Acts of God or similar catastrophes, or any other cause beyond the reasonable control of either Party. If the force majeure extends for more than one (1) month, then the Parties shall have the option to terminate this MOA after discussions and agreement.

Collaborative Review of Program and Academic Programming

1. Concord and Monroe County agree to monitor and support the provisions of this MOA to ensure the quality of academic programming for the benefit of the students of both institutions.
2. Concord and Monroe County agree to renegotiate this MOA as necessary. This process will be the responsibility of Concord's Associate Vice President of Outreach and Monroe County's Superintendent of Schools.
3. Concord and Monroe County may terminate this MOA with thirty (30) days written notice to the other parties. Provided that, students currently enrolled in an online course will be allowed to complete the online course under the terms established in this MOA.

4. Monroe County acknowledges and agrees that the students' education records and any personally identifiable information from such education records (collectively "Student Information") created by Monroe County and/or provided by the Concord to Monroe County is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, 20 USC § 1232g, ("FERPA") and its implementing regulations (34 C.F.R. Part 99). Accordingly, Monroe County agrees not to disclose or re-disclose any Student Information to any other party without the prior written consent of Concord and the student(s) to whom the Student Information pertains unless the disclosure or re-disclosure falls under a FERPA exception allowing disclosure without the student(s)' consent. Monroe County also agrees to only use Student Information for the purpose(s) for which the Student Information was disclosed. For the purposes of this Agreement, pursuant to FERPA, Concord hereby designates Monroe County as a Concord official with a legitimate educational interest in the educational records of the Student(s) who participate in the Program to the extent that access to the records is required by Monroe County to carry out the Program.

If Monroe County receives a court order, subpoena, or similar request for Student Information, Monroe County shall, to the extent permitted by law, notify Concord within two (2) business days of its receipt thereof, and reasonably cooperate with Concord in meeting Concord's and/or Monroe County's FERPA obligations in complying with or responding to such request, subpoena, and/or court order.

5. This MOA shall be governed by the laws of the State of West Virginia.
6. This MOA shall be effective as of the date indicated above.

Witness the following signatures:

Concord University



By: *Dr. Edward W. Huffstetler*

Its: *Provost and Vice President for Academic Affairs*

Monroe County Board of Education



By: *Everett Fraley*

Its: *Vice President, Board of Education*