

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made this 4th day of September, 2024 (the "Effective Date") and is made between:

FROSTBURG STATE UNIVERSITY, a constituent institution of the University System of Maryland, and an agency of the State of Maryland, USA.

101 Braddock Road
Frostburg, Maryland (MD) 21532
United States of America (USA)
("FROSTBURG")

and

GARRETT COLLEGE
687 Mosser Road
McHenry, Maryland (MD) 21541

("GARRETT")

RECITALS

- A. Whereas, both FROSTBURG and GARRETT are Maryland institutions of higher education regulated by the Maryland Higher Education Commission, offering undergraduate degrees and certificates, and noncredit workforce development programs;
- B. Whereas, FROSTBURG offers upper-level undergraduate courses for completion of a Bachelor's Degree, and GARRETT offers lower-level undergraduate courses for completion of an Associate's Degree;
- C. FROSTBURG and GARRETT each desire to collaborate in such a manner to more fully serve the prospective student population of Western Maryland, Southwestern Pennsylvania, and West Virginia, and enter into this MOU to set forth their understanding regarding this undertaking.

I. Purpose

FROSTBURG and GARRETT will a) lay the foundation for a collaborative B.S. degree program in Recreation and Parks Management, Adventure Sports Concentration, b) outline the responsibilities of each institution, and c) ensure a seamless academic program that utilizes the resources of both institutions.

II. Definition of Terms

"FROSTBURG" refers to Frostburg State University. "GARRETT" refers to GARRETT. "RPM" refers to the Recreation and Parks Management Program at FROSTBURG. "OLA" refers to the Outdoor Leadership and Adventure Education Program at GARRETT.

III. Location

The B.S. degree in Recreation and Parks Management is delivered at FROSTBURG. The students majoring in Recreation and Parks Management with a concentration in Adventure Sports will take a series of required courses at GARRETT.

IV. Admissions

In terms of admissions and marketing, the FROSTBURG and GARRETT components will operate as a "collaborative" program. FROSTBURG students majoring in Recreation and Parks Management with a concentration in Adventure Sports can enroll in GARRETT courses at any time during their program. However, students are encouraged to enroll in courses at GARRETT early in the program, before or during their sophomore year, to be able to complete the program on time.

FROSTBURG RPM Adventure Sports Concentration students will apply to GARRETT utilizing the GARRETT transfer student application. Students will indicate on their application that they are FROSTBURG RPM Adventure Sports Concentration students. Upon acceptance to GARRETT, the OLA program director will be notified by the GARRETT admissions office and will initiate the advising and course registration process.

Students enrolled in GARRETT's Outdoor Leadership and Adventure Education program can apply to Frostburg's B.S. degree in Recreation and Parks Management as transfer students at any time during their academic career at GARRETT. FROSTBURG will waive application fees for GARRETT students in the Associate in Applied Sciences (AAS) Outdoor Leadership and Adventure Education degree program deciding to transfer into the B.S. degree in Recreation and Parks Management.

V. Advising & Registration

FROSTBURG RPM students completing the Adventure Sports Concentration will receive advising services from their assigned FROSTBURG academic advisor as well as from the OLA program director. Upon enrolling in the Adventure Sports Concentration, FROSTBURG academic advisors will connect the student with the OLA program director to provide registration guidance and advising related to the required OLA courses. The FROSTBURG and GARRETT advisors will communicate each semester to ensure the students' proper progression through the concentration.

VI. Transcripts and Transfer Policy

1. It is desired that both institutions create a seamless transition where academic records that are necessary for advising and graduation are provided to the other institution in a timely manner. To facilitate the exchange of final grades between institutions, at the RMP student's initial GARRETT registration, the OLA Program Director will ask the student to complete the FROSTBURG RMP & GARRETT transcript authorization form. This form authorizes GARRETT to automatically send the final transcript at the end of every enrolled semester without any additional action on the part of the student. Transcripts from GARRETT to FROSTBURG will be sent at no cost to the student, and consent remains in effect as long as the student remains enrolled in the FROSTBURG RPM major or until receipt of written revocation. There will be a cost associated with sending transcripts from FROSTBURG to GARRETT, and the student must request that transcripts be sent to GARRETT.

Except as provided in this MOU, transfer policies of the individual institutions will govern the student's transfer of credit.

A complete list of the Outdoor Leadership and Adventure Education courses (OLA) that fulfill the requirements for the RPM Adventure Sports concentration is included in Appendix A.

VII. Tuition and Fees

In terms of tuition and fees, the B.S. degree in Recreation and Parks Management, Adventure Sports Concentration, will be operated as a collaborative program between the two institutions. Students will be taking courses at FROSTBURG and GARRETT.

Courses taken at GARRETT will be billed at the GARRETT rate. GARRETT will directly bill FROSTBURG for the tuition related to OLA courses required for the FROSTBURG RPM Adventure Sports Concentration and not available at FROSTBURG. For full-time FROSTBURG students, FROSTBURG will pay tuition billed by GARRETT based on the formula of (Credits Paid = 18 - # of FROSTBURG Credits Enrolled). Therefore, the number of GARRETT credits for which FROSTBURG will pay can range between a maximum of 6 and a minimum of 1 in any given semester. Students enrolling in GARRETT credits for which tuition will not be paid for by FROSTBURG (i.e., GARRETT credits outside the collaborative program) will be billed directly by GARRETT. For example, if a student takes 13 credits at FROSTBURG and 6 credits at GARRETT in one semester, FROSTBURG will be billed for 5 credits (18-13 FROSTBURG credits=5), and GARRETT will bill the student directly for one credit.

FROSTBURG will not pay the COURSE fees associated with the required GARRETT courses. GARRETT COURSE fees will be billed directly to the student.

GARRETT agrees to waive the per credit hour combined fee associated with required OLA courses.

Academic Common Market students are considered Maryland residents for tuition purposes.

VIII. Financial Aid

All financial aid for FROSTBURG students will be awarded through FROSTBURG. The Blanket Consortium Agreement between FROSTBURG and GARRETT for the Adventure Sports Concentration will be used to address financial aid procedures.

IX. Course Offerings/Curriculum

Each institution will sequence its course offerings within the program to enable students to complete the requirements for the degree in four years.

X. Course Ownership

Ownership of courses, course content, and instructor selection belong to the institution providing the course. The institution owning the course will notify the other institution of any substantive changes in course content and delivery.

XI. Course Articulation

FROSTBURG will give equivalent credit for courses taken at GARRETT. Students will receive equivalent credit from FROSTBURG for courses taken at other institutions for which students have received credit at GARRETT.

XII. Student Services

The FROSTBURG students matriculated in the AAS degree program at GARRETT can use the facilities at GARRETT in accordance with the normal policies and procedures afforded to students at the GARRETT campus. FROSTBURG agrees to afford GARRETT students enrolled in the Outdoor Leadership and Adventure Education program access to the climbing wall on campus.

All equipment utilized by the Associate and Bachelor degree programs will remain the property of the respective institutions. Any replacement equipment or repairs will be at the discretion of each institution.

XIII. Disciplinary Action

Students enrolled in the B.S. degree in Recreation and Parks Management, Adventure Sports concentration, are expected to abide by the Student Code of Conduct at both institutions. Students charged with disciplinary action on one campus are subject to disciplinary action on the other campus. When appropriate, the institutions may share information with the other institution. When addressing violations of the Student Code of Conduct, each institution will follow its established policies and procedures. If a student is separated from either institution, the program directors may recommend to their respective institutions that the student be removed from both institutions.

XIV. Faculty

It is desired that the faculty in the B.S. degree in Recreation and Parks Management and AAS in Outdoor Leadership and Adventure Education operate as a collaborative or integrated faculty unit. Faculty appointments are made at the discretion of each institution. Both parties will recruit, employ, and compensate instructors for the delivery of their respective courses in the Associate (in the case of GARRETT) and Bachelor's Degree Programs (in the case of FROSTBURG). Both parties are responsible for managing instructors and curriculum to their respective standards of performance and expectation.

For purposes of catalog, accreditation, and other University functions, each institution may refer to members of the collaborative faculty.

XV. Implementation Team

A team consisting of the following members, or their representatives is charged with implementing the MOU. For FROSTBURG the initial team will consist of the Dean and the Chair of the Department of Recreation and Parks Management. For GARRETT, the team members will consist of the Dean of Academic Affairs and the Program Director of the Outdoor Leadership and Adventure Education program. Additional members may be added to this team or deleted by either institution as needed.

XVI. Modification

Minor modifications or modifications made implementing the intent of the sections above can be made by those on the implementation team (see the previous Section). Major modification of this Memorandum of Understanding (MOU) (change of more than 50% of its content) is made by the presidents of the respective institutions.

XVII. Term

This MOU will be in effect for a term of three (3) years commencing on the Effective Date, unless earlier terminated as permitted herein.

This MOU may be renewed upon mutual written consent of both parties for an incremental period as agreed by the parties. Renewal must be confirmed in writing a minimum of SIX (6) months in advance of this MOU's natural expiry date.

XVIII. Termination

Either party may terminate this MOU immediately in the event of a breach and at their option, with or without cause, by providing 60 days written notice to the other party.

A. Ongoing Obligations Upon Termination

1. Termination at any time will not affect the obligations of either party with respect to any matters that occur prior to the end of the effective date of termination.
2. Notwithstanding anything to the contrary in this MOU, the obligations of the parties with respect to fees, non-solicitation, indemnity, confidentiality, and intellectual property as set forth in this MOU shall survive the expiration or earlier termination of this MOU.
3. Upon termination or expiration of this MOU, the parties shall develop a process that will reasonably allow students admitted to and enrolled in joint programming to continue their studies. Neither party will terminate the MOU at a time that would deter a "cohort-in-progress" from completing graduation within the originally designated timeframe.

XIX. Confidentiality and Non-Disclosure

The parties shall agree to keep confidential all personally identifiable student information from education records provided by FROSTBURG or GARRETT as set forth in the Family Educational Rights and Privacy Act 34 CFR § 99.33 (a)(2) ("FERPA").

A party may disclose Confidential Information:

1. To a third party only where the other party has consented in writing to such disclosure.
2. To the extent required by law or by the request or requirement of any judicial, legislative, administrative, or other governmental body.
3. To the extent required by the party to carry out the delivery of courses or services to students.

If a party loses or makes unauthorized disclosure of any of the Confidential Information, the party will immediately notify the other party and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

XX. Marketing and Promotion

The parties shall inform students in their respective programs of the complementary program opportunities available at each other's respective institutions, support each other's marketing

efforts toward the same, and encourage such students to apply to programs consistent with an individual student's interests.

FROSTBURG will provide GARRETT with traditional promotional and marketing materials such as view books, brochures, fee charts, PowerPoint presentations and links to YouTube and other media to assist in the delivery of the Services under this MOU.

The parties shall publicize any joint offerings in their respective catalogs, website, and other materials as appropriate. Notwithstanding the foregoing, neither party may use the names or marks of the other party without the prior approval of the other party.

All marketing costs incurred by GARRETT associated with this MOU shall be the sole responsibility of GARRETT. All marketing costs incurred by FROSTBURG associated with this MOU shall be the sole responsibility of FROSTBURG.

XXI. Ethical Recruitment Practices

Both parties shall act and shall instruct and enforce to the best of their ability to cause all agents and representatives to act in a professional and ethical manner so as not to misrepresent or exaggerate any aspect of FROSTBURG and GARRETT, as it relates to admissions policy, applications procedures, or fee structures. Neither parties agents shall make any representations, warranties, or assurances on behalf of the other party to prospective recruits or their families, including without limitation any guarantees as to admission, degree completion, or subsequent employment prospects, except as expressly authorized in writing by both parties.

The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 regarding sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972, and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

XXII. Non-Exclusive

The parties agree that FROSTBURG shall be free to enter into similar MOUs with other entities and that GARRETT shall be free to enter into similar MOUs with other educational institutions.

XXIII. Notice

- A. Any notice or other communication required or permitted to be given under this MOU will be in writing unless otherwise specified and will be considered to have been given if delivered by hand, sent by prepaid international courier, transmitted by email, or mailed by prepaid registered mail, to the address of the party set out below:

TO GARRETT: _____
 Vice-President, Academic Programs 687 Mosser Road
 GARRETT McHenry, Maryland (MD) 21541

or to such other addresses as GARRETT may specify by notice given as set out above.

To FROSTBURG: Provost and Vice President for
Academic Affairs

Frostburg State University
101 Braddock Road
Frostburg, MD 21532 USA

Tel: 1.301.687.4000 / Email to
Brad Nixon:
bnixon@frostburg.edu

Or to such other addresses as FROSTBURG may specify by notice given as set out above.

The representatives shall meet biannually, at mutually agreeable time and location, to discuss various collaborations and other topics of interest to either party.

XXIV. Force Majeure

The parties will be released from their obligations under this MOU to the extent that any cause including, though not limited to, a national emergency, war, prohibitive government regulations, pandemic, strike or any other cause beyond the reasonable control of the parties hereto, renders performance this MOU impossible.

XXV. Status of Parties

GARRETT shall be and remain independent of FROSTBURG with respect to the entire subject matter of this MOU. Nothing in this MOU shall be construed to create or imply the creation of a partnership, agency, joint venture, employment, or other association. GARRETT shall not have, or hold itself out as having, the power or authority to bind or create liability for FROSTBURG.

FROSTBURG shall be and remain independent of GARRETT with respect to the entire subject matter of this MOU. Nothing in this MOU shall be construed to create or imply the creation of a partnership, agency, joint venture, employment, or other association. FROSTBURG shall not have, or hold itself out as having, the power or authority to bind or create liability for GARRETT.

Notwithstanding anything in this MOU to the contrary, both parties retain full authority over their respective courses, programs, and requirements. Both parties reserve the right to make changes to their respective courses, programs, and requirements. However, each party shall give to the other reasonable notice and details of changes to the articulation MOU and other changes in its courses, programs, and requirements that may effect this MOU.

This MOU is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.

XXVI. Waiver/Amendment

No waiver, amendment, or modification of any provision of this MOU shall be effective unless consented to by all parties in writing. No failure or delay by any party in exercising any rights, power, or remedy under this MOU shall operate as a waiver of any such right, power, or remedy.

XXVII. Assignment

This MOU may not be assigned by either party without the prior written consent of the other party.

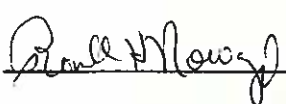
XXVIII. Counterparts

This MOU and all documents contemplated by or in connection with this MOU may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be one original and will constitute one and the same MOU. This MOU may be electronically signed by the parties and shall be binding as if signed in person.

BY SIGNING BELOW THE PARTIES AGREE TO BE BOUND BY THIS MOU AS OF THE EFFECTIVE DATE.

Frostburg State University


Signed and delivered by its authorized signatory:

 Date 11/15/2024

Per: Dr. Ronald Nowaczyk, President

Garrett College

Signed and delivered by its authorized signatory:

 Date 9/6/24

Per: Dr. Richard Midcap, President

 11/20/24

Sharman Siebenthal Adams, Ph.D.

Acting Provost/ Associate Provost for Student Success and Graduate Services,
Frostburg State University



Sudhir Singh, Ph.D.

Dean, College of Business, Engineering, Computational & Mathematical Sciences
Frostburg State University



Christa Bowser, M.S.

Interim Dean of Academic Affairs
Garrett College



Andrew Hershey, M.S.

Program Director of Outdoor Leadership and Adventure Education
Garrett College

Appendix A

FSU Adventure Sports Concentration Requirements (2024-2025 catalog) (17 GC Credits Required)	Garrett College (OLA) Courses
OLA Skills Course (3 credits)	Introductory Skills Courses (3 credits) OLA 120 Introduction to Rock Climbing OLA 125 Introduction to Alpine Climbing OLA 130 Introduction to Whitewater Paddlesports OLA 135 Introduction to Flatwater Paddlesports OLA 140 Introduction to Mountain Biking OLA 150 Introduction to Snow Sports
OLA Skills Course (3 credits)	Intermediate Skills Courses (3 credits) OLA 220 Intermediate Rock Climbing OLA 225 Intermediate Alpine Climbing OLA 230 Intermediate Whitewater Paddlesports OLA 235 Intermediate Flatwater Paddlesports OLA 240 Intermediate Mountain Biking OLA 250 Intermediate Snow Sports
OLA Instructor Level Course (1 credit)	Instructor Level Skills Courses (1 credit) OLA 270 Rock Climbing Instructor Development OLA 271 Alpine Climbing Instructor Development OLA 273 Mountain Biking Instructor Development OLA 276 Whitewater Paddlesports Instructor Dev. OLA 277 Flatwater Paddlesports Instructor Dev. OLA 278 Snow Sports Instructor Development
OLA Rescue Skills Course (1 credit)	Technical Training Courses (1 credit) OLA 145 Mountain Bike Mechanics OLA 160 Swiftwater Rescue OLA 162 Fundamentals of Search & Rescue OLA 260 Vertical Rock Rescue
OLA 110 Backcountry Living Skills (6 credits)	OLA 110 Foundations of Adventure Sports (6 credits)
OLA 164 Wilderness First Responder (3 credits)	OLA 164 Wilderness First Responder (3 credits)