

Memorandum of Understanding between St. Mary's College of Maryland and The Ministry of Education and Family Policy, Aruba

This AGREEMENT, effective as of last dated-signature herein below (the "Effective Date"), is entered into by and among **St. Mary's College of Maryland (SMCM)**, 47645 College Drive, St. Mary's City, MD 20686; and **the Ministry of Education and Family Policy of Aruba**, LG Smith Boulevard 76, Oranjestad, Aruba, Caribbean Sea

WHEREAS, SMCM desires to have a Memorandum of Understanding with the Ministry of Education for the nation of Aruba for the purpose of recruiting Aruban students, through improved accessibility, and enrolling them in our BA, or BS degree programs.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. TERM AND TERMINATION

1.1 The term of this Agreement ("Term") shall commence on the Effective Date and continue until May 15, 2017, or until either party provides notice of termination of this agreement prior to the stipulated termination date.

1.2 Either SMCM or the Ministry of Education of Aruba, collectively may terminate this Agreement without cause by giving the other party 30 (thirty) days prior written notice.

2. SERVICES

2.1 For the 2016-17 school year, SMCM shall agree to enroll up to (20) acceptable first year, or transfer students. For subsequent school years, SMCM and The Ministry of Education and Family Policy shall work together to determine maximum enrollment numbers.

2.2 Full Disclosure. SMCM shall provide to the Ministry of Education and Family Policy for Aruba with literature, and relevant information concerning SMCM for full disclosure to students and their parents of the programs and services available.

2.3 Educational and Residential Services. SMCM shall provide the recruited students with appropriate educational services, housing, and meal services, according to its written policies and handbooks.

2.4 Students' Responsibilities. Each student (and/or his/her family) will be individually responsible for the cost of the following:

- Tuition, room and board costs and travel expenses between the student's home country and SMCM.
- Medical care, emergency or routine.
- Textbooks, novels, workbooks and other requisite education supplies, and optional supplies such as computers and other electronic hardware and software.
- Optional field trips on an individual basis, and group field trips.
- Health insurance.
- Incidental personal expenses, such as personal grooming supplies, clothing, entertainment, mobile phone plans, and meals.
- All other costs expected to be and traditionally borne by SMCM students.

3. PAYMENTS

3.1 ***Enrollment Deposit.*** When a student falling under the MOU agrees to enroll at SMCM, the college shall collect a deposit of US \$500 (US\$ Five Hundred) from the student's family. This sum will be credited against the final invoice sent to the family and is usually required before an I-20 can be issued to the student.

3.2 ***Insurance Premium.*** Before the arrival of each new student at SMCM, the student should enroll in an International Student Accident and Sickness Benefit insurance plan.

3.3 ***Direct Costs.*** Before attending classes the student must pay, or have made satisfactory arrangements with the SMCM business office to have paid the full amount of outstanding charges prior to the beginning of each semester.

4. PRESENTATION TO PROSPECTIVE STUDENTS

4.1 The literature prepared and distributed by SMCM will present the tuition and fee structure for the 2016-17 school year as follows:

Standard Direct Cost to Prospective Students

International Student Tuition and Fees \$41,782 USD per year
 Room and Board for 2016-17 (Using Double room residence hall,
 silver meal plan)

See Attachment A, Section 6 for St. Mary's Scholarships that reduce the direct cost of attendance for undergraduate students.

5. SCHOOL - STUDENT RELATED MATTERS

5.1 Enrollment and Student Materials. Each prospective student shall receive appropriate enrollment and student materials directly.

5.2 Expulsion of Student. If a student is expelled from SMCM for cause(s) consistent with the guidelines set forth in SMCM Student Handbook or other materials provided to the student, shall nonetheless be obligated to pay to SMCM, the fees described in the college catalog. SMCM shall not be responsible for the cost of transporting an expelled student from SMCM to his/her home or elsewhere.

5.3 Admission Decisions. SMCM reserves the right in its sole discretion to decline any candidate for (a) admission to the school, or (b) re-enrollment in the school.

5.4. Liability

The student will be liable for all cost, tuition, cost of living, insurances, etc. associated with enrollment at SMCM. The Government of Aruba shall in no way, shape or form be responsible for any cost, being tuition, cost of living, insurance or otherwise, directly or indirectly associated with the enrollment of the student at SMCM.

6. FINAL TERMS

Any costs incurred by the Signatories to carry out the cooperation under this Memorandum of Understanding are subject to the decisions of their governing bodies, based on the availability of funds and on the norms, rules and regulations pertaining to budgetary and financial matters.

7. SEVERABILITY

If any portion of this Agreement is found to be invalid or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

8. NOTICES

All notices which either party is required to give to another party under this Agreement shall be in writing and be given by certified mail (return receipt requested) or by Federal Express (or comparable overnight courier) to such other party, or by facsimile or electronic mail (email) to specified facsimile or email addresses. All notices shall be sent to the addresses specified below:

St. Mary's College of Maryland

47645 College Drive
St. Mary's City, MD 20686
Tel: 240.895.5000
Fax: 240.895.5001
Email: glsherman@smcm.edu

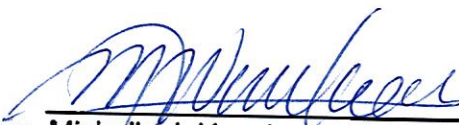
The Ministry of Education and Family Policy, Aruba

LG Smith Boulevard 76
Oranjestad, Aruba, Caribbean Sea

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below:

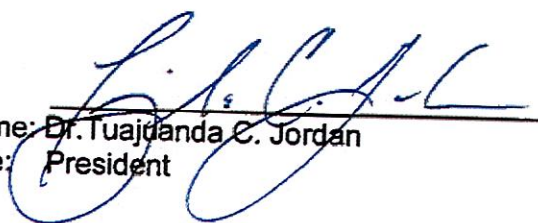
ACCEPTED AND AGREED TO BY:

The Ministry of Education and Family Policy, Aruba:

By: 
Name: Michelle J. Hooyboer-Winkler
Title: Minister of Education and Family Policy

Date: June 14/2016

St. Mary's College of Maryland:

By: 
Name: Dr. Tuajanda C. Jordan
Title: President

Date: June 14, 2016

Attachment A

MOU OBLIGATIONS

In assisting students the parties shall abide by the most recent NAFSA guidelines: Association of International Educator's criteria for ethical and responsible recruitment of foreign students (NAFSA'S *Statement of Ethical Principles*, approved by their Board of Directors and updated or amended from time to time).

SMCM will apprise the students of:

- a. its services, facilities, equipment and learning resources;
- b. SMCM programs, including course content and duration, qualifications offered, modes of study;
- c. the minimum level of English language ability and educational qualifications required for acceptance into SMCM programs;
- d. visa requirements which must be satisfied by the prospective student;
- e. the SMCM fees and refund policy; and
- f. costs and living conditions in the Southern Maryland region.

The Ministry shall advise prospective students that:

- g. Those who come to SMCM on a student visa must have a primary purpose of studying and are expected to complete the coursework within the expected duration as determined by the student visa.
- h. Only SMCM can make any representations to prospective students, their parents or other interested parties regarding admissions decisions.

Admissions Criteria

First Year Students should have: achieved the equivalent of a 3.0 (Numeric Grade 7, Amply Sufficient) GPA or higher on a 4.0 scale and completed a challenging academic program of study.

Scored 1100 or higher on the SAT Examination (M&CR), or have taken the Test of English as a Foreign Language (TOEFL) or the International English Language Testing System (IELTS) if English is not your native language. We recommend minimum TOEFL scores of 550 for

the traditional test, a score of 250 for the computer-based test, and a score of 90 for the Internet version. We recommend a minimum IELTS score of 7.0 or higher.

Transfer Students should: have achieved an equivalent US GPA of 3.0 on a 4 point scale GPA in college transferable courses. Language test score recommendations are the same as for First Year. SAT scores may be substituted for language exams if available.

- SMCM will provide immediate action on applications for the 2016-17 year.
- There is space available for the fall 2016 and the spring 2017 semesters.

Aruba Student Scholarship Eligibility

Students who are citizens of Aruba shall be eligible for a \$3000 per year (two semesters) International student scholarship for four years. This scholarship shall help defray additional costs associated with enrolling from abroad and is applied to the student's St. Mary's College account.

Students who are citizens of Aruba shall be eligible for a merit scholarship of \$12,000 per year (two semesters) while living on campus for four years. Merit is awarded to incoming First Year or Transfer students who have a US GPA which equals 3.25 or higher. Merit scholarship is applied to the student's St. Mary's College account. The International Student Scholarship and Merit Scholarship combined reduces the direct cost per year for each student.

Enrollment Space Availability

Enrollment spaces has been allocated and reserved for students from Aruba under this MOU for the upcoming fall 2016 and spring 2017 academic terms, and on-campus housing is guaranteed. If more than 20 qualified students seek enrollment in the fall 2016 term, consideration will be made on a space available basis.