

Memorandum of Understanding
Associate Degree in Nursing to Bachelor of Science in Nursing Option:
A Collaborative Degree Option of the Anne Arundel Community College
and American Public University System, Inc.

This Memorandum of Understanding (“MOU”) is entered into as of the date last signed below by and between Anne Arundel Community College, with principal offices at 101 College Parkway, Arnold, MD 21012, and American Public University System, Inc., with principal offices at 111. W. Congress Street, Charles Town, WV 25414 (collectively, “parties” or “institutions”).

I. Summary

- a. Anne Arundel Community College (“AACC”) and American Public University System, Inc. (“APUS”) agree to offer a collaborative option in which students will pursue an Associate of Science (“AS”) degree in Nursing at AACC, and then continue to complete a Bachelor of Science (“BSN”) degree in Nursing at APUS.
- b. This document shall be referred to as the Memorandum of Understanding (“MOU”), and the collaborative course of study which is the subject of this MOU is designated the Associates to Bachelors Agreement (“ATB”).

II. Overview

- a. The goal of the ATB is to increase the number of Baccalaureate prepared nurses in the community. This relationship will provide for an ease of transition and foster a relationship that encourages degree completion. Students will be simultaneously enrolled in both institutions during the time period in which they are earning the AS degree.
- b. Following successful completion of the AS degree and NCLEX-RN® exam, students will be enrolled only at APUS for the completion of the BSN degree.

III. General Requirements

- a. Students must meet application requirements for AACC as a degree-seeking student during the time they are enrolled in the AS degree portion of the curriculum.
- b. Students must fill out the application and meet institutional admission requirements for APUS as a degree-seeking student during the entire time they are enrolled in the ATB.
- c. Once accepted into Joint Admissions, students must be dually enrolled at AACC and APUS for the time period during which they are earning their AS degree in Nursing.
- d. Students must meet programmatic screening requirements established by mutual consent of the two institutions for full acceptance into the ATB.
- e. Students must meet programmatic progression policy requirements to meet academic rigor throughout matriculation. Procedures regarding disciplinary action and, as warranted, program dismissal, will be established by APUS and AACC to insure compliance.
- f. The AS degree will be awarded by AACC upon successful completion of the nursing AS degree requirements.

- g. Students must pass the NCLEX-RN® examination prior to enrollment in APUS NURS 421: Community Health I.
- h. The BSN degree will be awarded by APUS upon successful completion of the BSN degree requirements.

IV. The Collaborative ATB Committee

- a. A Collaborative ATB Committee, (“ATB Committee”) composed of AACC and APUS representatives, will be designated to serve as the leadership for the ATB.
- b. The ATB Committee’s purpose will be to establish screening criteria, to draft and recommend policies and procedures for the efficient administration of the ATB, and to annually review this MOU and make recommendations for changes as appropriate. The ATB Committee will be co-chaired by a representative from each institution and will meet no less than once every year.
- c. Appointments to the ATB Committee will be made by the AACC Assistant Dean of Nursing and the APUS Assistant Dean.

V. Curriculum

- a. APUS and AACC will identify one person from each institution who will be the primary contact person for the ATB and who will provide coordination between the institutions. Each party may designate a contact person by written communication to the other institution on an as-needed basis. The person so identified shall be designated the Institutional Representative ("IR").
- b. The IR will propose curricular and/or programmatic changes, subject to approval by the respective institution. Any such changes that effect AS degree requirements will be submitted to the respective AACC curriculum approval body, which has responsibility for final approval.
- c. Similarly, any such programmatic and/or curricular changes that affect the BSN degree requirements will be submitted to an APUS curriculum approval body, which has responsibility for final approval.
- d. The AACC Assistant Dean of Nursing, in consultation with the IRs, will be responsible for assuring that the ATB’s curriculum content meets accreditation requirements for the AS degree. This includes notification to the Maryland Board of Nursing and any accrediting agencies identified by the AACC Nursing Program.
- e. The APUS Assistant Dean, in consultation with the IRs, will be responsible for assuring that the BS curriculum content meets accreditation requirements for the BSN degree. This includes notification to the Maryland Board of Nursing and any accrediting agencies identified by APUS.
- f. AACC and APUS shall each retain control of their respective courses, programs, and credential requirements, for which they have responsibility under this MOU, including but not limited to materials, content and instructional methods. The parties shall give each other reasonable notice of changes in their respective courses, programs, and/or credential requirements that may materially affect a student’s status, acceptance of degrees, or the transfer of credit as contemplated in this MOU. A student who is already enrolled in the ATB at the time of such changes will follow the courses, programs, and credential requirements then in effect.

VI. Admissions

- a. Students will complete an ATB agreement with AACC, and pay all appropriate application fees to AACC. Students ATB agreement signature will grant permission to forward applications and/or related documents to APUS.
- b. During the second semester of the nursing program and with the approval of the ATB coordinators, selected students will then complete the appropriate enrollment process for matriculation into APUS. APUS does not guarantee admission to any student; all students wishing to matriculate to APUS shall be subject to all of APUS's university and departmental admissions criteria.

VII. Administration

- a. The ATB Committee shall oversee administrative issues related to admission processes, registration, billing, financial aid, student codes of conduct, academic standards, departmental standards, and other related student services for the ATB.
- b. The ATB shall be administered in accordance with the policies and procedure of each institution. When in conflict the ATB Committee shall make a good faith effort to resolve conflicts and disputes between the institutions. Neither institution shall be required to contravene any internal policy or law in the completion of its duties under this MOU.

VIII. Student Services

- a. *Advising*
 - i. Academic advising for the ATB requirements, including General Education and prerequisite requirements for entry into the AS Degree portion of the ATB will be the responsibility of both institutions.
 - ii. Advising may be provided by APUS or AACC personnel before the student is admitted to AACC. Once admitted, students will be assigned an AACC advisor for the duration of the AS degree portion of the ATB option, and an APUS advisor for the entire duration of the ATB option. AACC and APUS advisors will regularly confer about advisees.
 - iii. ATB information will be provided to each institution by the other institution for pre-advising purposes, so that each institution can knowledgeably respond to student questions about the option. Notwithstanding the foregoing, each institution is responsible for advising on its respective program and the ATB. In order to field general questions, each institution will provide the other institution with basic information regarding its program that may be used by the receiving institution for advising purposes. Any question received by an institution regarding the other institution's program not covered by the materials provided should be re-directed to that institution.
 - iv. The ATB Committee will establish advisement and mentoring protocols, to be reviewed biannually, that address AS and BSN degree requirements for use by advisors in each institution. The protocols will address the kinds of support needed for programmatic success by students enrolled in an intensive academic option.

b. Campus Access

- i. To the extent possible, web-based technology will be utilized for providing assistance with administrative procedures, including admissions, financial aid, registration and billing, grade collection and reporting, etc.
- ii. Once admitted to the ATB option, students will have access to all student services at AACC, including but not limited to the library, recreation facilities, athletic events, etc. until the completion of the AS degree requirements on the same basis as other AACC students. Students will have access to all student and library services at APUS during the entire enrollment in the ATB option.
- iii. Each party represents and warrants that it is an equal opportunity employer and does not discriminate with regard to race, color, gender, sexual orientation, age, religion, national origin, disability, or other lawfully prohibited reasons. Neither party shall discriminate with respect to acceptance of qualified applicants into the option.

c. Student Records

- i. Student records for the AS Degree will be maintained by AACC.
- ii. Student records for the BSN Degree will be maintained by APUS.
- iii. Upon completion of an academic term, each of AACC and APUS will timely notify one another of the students' grades received. AACC and APUS also will timely notify one another during the course of an academic term of any information relevant to a student's registration and enrollment status, including without limitation any course or program withdrawals.
- iv. All AACC credits for non-nursing courses associated with the ATB may be transferred to APUS in accordance with APUS's then-effective transfer credit policies. APUS will award credits upon passage of NCLEX-RN® consistent with APUS's then-effective transfer credit policies.
- v. Each Party agrees to comply with any applicable privacy regulations outlined in the Family Educational Rights and Privacy Act 20 U.S.C § 1232g *et seq.* and 34 CFR Part 99 *et seq.* ("FERPA") for the handling of student information.
- vi. No Party shall disclose or use any student information except to the extent necessary to carry out their obligations under this Agreement and as permitted by FERPA.
- vii. Each Party will protect student information in a professional manner with due care and skill in accordance with its privacy policy, and all applicable laws, academic and industry standards.
- ix. Any FERPA protected information released from one Party to another will be in connection with the recipient's capacity as a "School Official" with a legitimate educational interest in receiving such information.
- x. Disclosure of student information for the purposes stated in this Agreement is conditioned on each Party's agreement not to re-disclose the information to any other party without student consent unless the information is re-disclosed on behalf of the Party as otherwise permitted by FERPA and the other Party is informed of the re-disclosure for record-keeping purposes.

- d. *Financial Aid*
 - i. APUS will serve as the parent (home) institution for awarding and disbursing of federal financial aid during student matriculation in the ATB option. APUS will continue to award and disburse financial aid after the Associate degree has been awarded.
 - ii. AACC will join in a formal consortium agreement with APUS for administration of financial aid for the students in the ATB option.
- e. *Registration*
 - i. All information related to registration, including course offerings and schedule of classes for courses required for the ATB will be available through AACC Nursing website and the APUS website, developed jointly through the ATB Committee or designee.
 - ii. Students will register for their AACC nursing courses through AACC, and for their APUS courses through APUS.
 - iii. AACC and APUS timely will share with one another information about the students' registration and enrollment status. AACC and APUS promptly will notify one another of any changes to the students' registration or enrollment status.
 - iii. Each of AACC and APUS separately will report students' enrollment status at their respective institutions to the National Student Loan Data System. (Typically, a student will be reported as enrolled full-time at no more than one institution.)

IX. Distribution of Tuition and Fees

- a. *Tuition and Fees*
 - i. Students will be billed separately by each institution and will pay for tuition and fees separately to each institution.
 - ii. Students will be billed for AACC courses and fees at AACC rates and APUS courses and fees at APUS rates.
 - iii. Students pursuing coursework provided by AACC will adhere to the protocols and policies related to course registration, drop/add, and course withdrawal and issue of refunds as established by AACC.
 - iv. Students pursuing coursework provided by APUS will adhere to the protocols and policies related to course registration, drop/add, and course withdrawal and issue refunds as established by APUS.
 - v. Students will be considered dually enrolled in both institutions once they have been accepted into the ATB and as long as they continue to meet the qualifications for the option.
 - vi. APUS will be responsible for issuing refunds to students for APUS courses.
 - vii. AACC will be responsible for issuing refunds to students for AACC courses.

- b. *Expenses*
 - i. APUS's operating expenses (e.g., phone, copying, library and technology, office supplies, and travel) will be paid by APUS.
 - ii. AACC's operating expenses (e.g., phone, copying, library and technology, office supplies, and travel) will be paid by AACC.
 - iii. APUS and AACC will establish a mechanism for each institution to contribute funds jointly to cover (a) marketing and promotional costs, e.g. open houses, printing, blast emails, promotional supplies, and (b) administrative expenses e.g., joint meetings, travel costs related to advisory board.

X. Faculty

- a. The Nursing Program Administrator will determine all teaching assignments for the AS degree courses offered at AACC.
- b. The APUS Assistant Dean will determine all teaching assignments for the ATB courses offered through APUS.
- c. Each party shall be separately responsible for its faculty who teach its own courses in the option.
- d. Each party shall be responsible for the actions and omissions of their faculty, administrators, employees, and agents who participate in the ATB program.

XI. Promotion and Publicity

- a. During the term of this MOU, AACC and APUS shall develop and agree upon a mutually acceptable marketing and student recruitment plan to promote the ATB and inform students of the opportunities available at both institutions under this MOU.
- b. Each party grants to the other a royalty-free, non-exclusive, non-transferable revocable license to use its name, logos, and other trademarks for limited purpose of this Agreement, including marketing and advertising campaigns, only with the prior express written permission of the other Party. All uses of a Party's trademarks shall comply with such Party's guidelines for the use of its trademarks.
- c. Any and all marketing, promotional, or other materials developed by one party to publicize this MOU must be reviewed and approved in writing by the other party prior to use of any such materials. Neither party shall use the name or marks of the other party in connection with any product, service, promotion, news release or other publicity, without the prior written consent of the party whose name or marks is under consideration.

XII. Review/Modification

- a. This MOU will be reviewed annually by the ATB Committee.
- b. This MOU may be modified only by written agreement signed by the authorized representatives of both parties.
- c. Notification of substantial changes to the ATB or curtailment or discontinuance of the ATB will be submitted to the Maryland Higher Education Commission through a transmittal letter signed by the Presidents from both institutions and APUS's Provost and AACC's Vice President for Learning.

- d. Neither party may assign this Agreement, its interest herein, or its rights or obligations hereunder without the prior written consent of the other.
- e. Nothing in this Agreement is intended to constitute a partnership or joint venture between the parties. Nothing in this Agreement is intended to create rights in or benefit any person or entity other than the parties.
- f. Any notice or communication permitted or required between the Parties under this Agreement shall be in writing and given by hand delivery, delivery by United States mail, email, or delivery by commercial overnight carrier. Notice shall be effective upon receipt to the person to whom it was addressed or three (3) days after notice was sent, whichever is earlier. Notices shall be provided to the following individuals:
 - i. For APUS:
American Public University System, Inc.
Legal Affairs
111 West Congress Street
Charles Town, WV 25414
Email: smalinowski@apus.edu
With a copy to: Legal@apus.edu
 - ii. For Host Institution:
Anne Arundel Community College
Vice President of Learning
101 College Parkway
Arnold, MD 21012
Email: mhgavin@aacc.edu
With copy to:
General Counsel
Anne Arundel Community College
101 College Parkway
Arnold, MD 21012
Email: eoparker1@aacc.edu
- g. Either Party may change the notice address set forth in this Agreement by providing notice to the other Party.
- h. In addition, notice of any action taken by either party and required to be reported to the other party under this MOU shall be mailed, certified delivery to the members of the ATB Committee representing both institutions.
- i. If any portion of this Agreement is at any time held by a court of competent jurisdiction to be void or invalid or incompatible with any applicable law, statute, ordinance or regulation, then that portion shall be deemed to be omitted from this Agreement without affecting the force, effect or validity of the remainder of this Agreement.


XIII. Effective Date and Term

- a. This MOU becomes effective upon signature by all parties and shall continue in effect unless terminated by either party. Either party may terminate this MOU upon 60 days' prior written notice to the non-terminating party.
- b. In the event of termination, each party agrees that students enrolled in the ATB at the time of the written notice of termination is given may continue to participate in the ATB until such student has the opportunity to complete the required courses and earn a BSN degree. However, in no event shall this obligation survive for more than two years after the effective termination date of this MOU.
- c. This MOU constitutes the entire agreement between the parties with respect to the ATB described in the "Summary and Overview" sections and supersedes all previous agreements between the parties related to the option, whether written or oral. Nothing in this MOU creates an "academic program" or "division: or school of study, rather, this MOU represents only the collaborative effort between the parties to purposefully coordinate courses at each institution.


We, the undersigned, approve this agreement on behalf of our respective institutions.

ANNE ARUNDEL COMMUNITY COLLEGE

AMERICAN PUBLIC UNIVERSITY SYSTEM, INC.

By: 

Dr. Dawn Lindsay
President

By: 

Wade T. Dyke (Apr 10, 2021 06:54 MDT)
Dr. Wade Dyke
President

Date: **Apr 14, 2021**

Date: **Apr 10, 2021**


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