

Consortium Agreement between American Public University System and Anne Arundel Community College Regarding Nursing Program

This Consortium Agreement (“Agreement”) is entered into as of the date last signed below by and between Anne Arundel Community College (“Host Institution”), with principal offices at 101 College Parkway, Arnold, MD 21012, and American Public University System, Inc. (“Home Institution”), with principal offices at 111 W. Congress Street, Charles Town, WV 25414 (collectively, “Parties”).

RECITALS

WHEREAS, a consortium agreement is a written contract between two or more eligible institutions enabling students to take coursework at different institutions simultaneously for the purpose of completing a degree. Under such an agreement, students may take courses at the “host institution” and have those courses count toward the degree or certificate at the “home institution”.

WHEREAS, the Parties wish to enter into a consortium agreement so that students may enroll in Host Institution’s Associate of Science in Nursing (“ASN”) program and complete a Bachelor’s of Science in Nursing (“BSN”) at Home Institution and receive financial aid for both programs through the Home Institution.

NOW THEREFORE, in consideration of the agreements and covenants contained herein and of the following promises, covenants, and conditions set forth, the Parties agree as follows:

I. Responsibilities of the Parties

- A. Students may enroll in the Associate’s to Bachelor’s in Nursing program (“ATB Program”) by entering into an ATB agreement in accordance with the 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. Students in the ATB program are considered degree seeking at both institutions (ASN at Anne Arundel Community College and BSN at APUS).
- B. Students enrolled in the ATB Program may obtain federal financial aid for which students are eligible through Home Institution for courses taken at Host Institution.
- C. After the student completes the ASN portion of this program, the student is no longer under the consortium agreement (*i.e.*, the student becomes an APUS only student).
- D. Home Institution’s Responsibilities
 1. Home Institution shall be the student’s home institution. Home Institution will grant the student’s BSN degree.
 2. Home Institution shall be responsible for processing, packaging, and disbursing all federal financial aid during the award period(s) when the student is enrolled at both institutions (*i.e.*, their ATB terms) or enrolled only at the Home Institution.

3. Home Institution shall keep all records of student enrollment, financial aid (packages and disbursements), and satisfactory academic progress (“SAP”) for students enrolled in the ATB Program.
4. Home Institution shall perform the Return of Title IV funds for students who withdraw from any courses associated within the ATB Program.
5. Home Institution shall correspond with students who need to supply additional paperwork to complete the financial aid verification process.
6. Home Institution will package eligible Federal Student Aid to students once all paperwork is submitted.
7. Home Institution shall accept grades from the Host Institution in the same way as if the coursework was taken at Home Institution itself. For example, if a “D” were not acceptable for a particular course taken at Home Institution, then a “D” from Host Institution for the same course would not be accepted as transferable credit(s).
8. Home Institution has determined that the courses at the Host Institution are equivalent to the courses creditable towards degrees at the Home Institution.

E. Host Institution

1. Host Institution will grant the student’s ASN degree.
2. Host Institution shall be responsible for certifying the student’s enrollment status, provide grades and any component of the cost of attendance as needed to the Home Institution.
3. Host Institution shall be responsible for notifying Home Institution’s Financial Aid Office if any students in the ATB Program withdraw from courses.
4. Every semester, Host Institution shall provide Home Institution with the name of classes and corresponding credit hours for a student who is registered/enrolled in the ATB Program at the Host Institution.
5. Host Institution shall provide Home Institution with the cost of tuition and fees for the classes students are pursuing at Host Institution through the ATB Program each semester.
6. Host Institution will provide Home Institution with the grades students obtain at the conclusion of each semester.
7. Host Institution will award and manage any state grants and/or Institutional aid the student is eligible to receive.
8. Host Institution shall give access to the same academic and student support services that all Host Institution students receive, including access to online libraries, academic advising, and academic support services for students’ ATB terms.

- F. To receive loans from the Home Institution, the student's enrollment status (the combination of hours between the BSN and ASN programs) must be at least six credit hours.

II. Guidelines for Students

The Parties agree that the following guidelines will apply to students who are participating in the ATB Program:

- A. Students must be degree seeking at Home Institution.
- B. Each course taken at the Host Institution must be creditable towards the ATB program.
- C. Students will be advised to make financial arrangements with Host Institution by the appropriate deadline for bill payment.
- D. Students will adhere to all Host Institution policies while taking courses at the Host Institution including but not limited to: academic integrity and student conduct. With respect to courses taken at Host Institution, students may pursue any grievances through established Host Institution channels. With respect to degree requirements, transfer credits, financial aid, enrollment status, and Home Institution policies related to this agreement, students may pursue grievances via established Home Institution channels.
- E. Consortium agreements are not applications for "extra" financial aid. Consortium agreements merely allow a student to get the same amount of financial aid the student would normally receive for registering for all of the student's classes at Home Institution. Furthermore, Home Institution does not automatically send funds to Host Institution on behalf of the student. Financial aid is only applied to a student's bill at Home Institution. If a credit balance is created by financial aid funds, then a credit balance payment is processed and released to the student. It is the responsibility of the student to use any credit balance payment to pay the student's bill at the Host Institution.

III. FERPA

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.

IV. Trademarks

- A. 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.
- B. Neither Party shall use i) the name, logos or trademarks of the other, ii) the name or likeness of any employee or officer of the other in connection with any product, service, promotion, news, release or other publicity without the prior written permission of the other Party and, if necessary, of the individual whose name or likeness may be under consideration.
- C. All uses of a Party's trademarks shall comply with such Party's guidelines for the use of its trademarks.

V. General Provisions

A. Term and Termination

- 1. This Agreement shall be effective on the date that it is signed by the appropriate and authorized representatives of each Party and shall continue in effect for a term of one (1) year.
 - 2. This Agreement shall automatically renew for one (1) year terms, unless terminated by one of the Parties prior to expiration of the first or successive terms.
 - 3. Either Party may, at its sole discretion, terminate this Agreement upon delivering 60 days written notice to the other Party. In the event of termination, each Party agrees that students enrolled in the ATB Program at the time of the written notice of termination is given may continue to participate in the ATB Program until such student has the opportunity to complete the required courses and earn a BSN degree, insofar as such continuation is permitted under applicable law. However, in no event shall this obligation survive for more than two years after the effective termination date of this MOU.
 - 4. The Parties agree to meet once every year to review the terms of this Agreement.
- B. This Agreement constitutes the entire understanding and agreement of the Parties with respect to their rights and obligations in carrying out the terms of the Agreement, and supersedes any prior or contemporaneous agreements or understandings.
 - C. This Agreement may be modified only by written amendment executed by an authorized representative from both Parties.

- D. 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.
- E. Neither party may assign this Agreement, its interest herein, or its rights or obligations hereunder without the prior written consent of the other.
- F. Nothing in this Agreement is intended to constitute a partnership or joint venture between the parties.
- G. Nothing in this Agreement is intended to create rights in or benefit any person or entity other than the parties.
- H. Counterparts
1. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
 2. This Agreement may be executed by way of electronic signature and signature pages may be exchanged electronically, and such signatures will be deemed original signatures.
- I. Notices
1. 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.
 2. 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.
 3. Notices shall be provided to the following individuals:
 - a. For Home Institution:
 - i. Jacob Witt
American Public University System
111 W. Congress
Charles Town, WV 25414
Email: jwitt@apus.edu
 - With a copy to: Legal@apus.edu
 - b. For Host Institution:
 - i. Marcus Wright
Anne Arundel Community College
101 College Parkway
Arnold, MD 21012
Email: mwright22@aacc.edu

With copy to:
General Counsel
Anne Arundel Community College
101 College Parkway
Arnold, MD 21012
Email: coparker1@aacc.edu

4. Either Party may change the notice address set forth in this Agreement by providing notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AMERICAN PUBLIC UNIVERSITY SYSTEM

BY: 
RE Gay (Apr 9, 2021 16:41 EDT)

Name: Robert Gay

Title: Senior Vice President & Chief Operations
Officer

Date: Apr 9, 2021

ANNE ARUNDEL COMMUNITY
COLLEGE

BY: 
Michael Gavin (Apr 14, 2021 12:48 EDT)

Name: Dr. Michael H. Gavin

Title: Vice President for Learning

Date: Apr 14, 2021