

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

***I. Summary***

- a. College of Southern Maryland (“CSM”) 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 CSM and then continue to complete a Bachelor of Science (“BS”) 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 NCLEX-RN® exam, students will be enrolled only at APUS for the completion of the BS degree.

***iii. General Requirements***

- a. Students must meet application requirements for CSM 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. Students must be dually enrolled at CSM 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 CSM to ensure compliance.
- f. The AS degree will be awarded by CSM upon successful completion of the nursing AS degree requirements.
- g. Students must pass the NCLEX-RN examination prior to enrollment in APUS Community Health and the APUS Senior Seminar in Nursing Studies courses
- h. The BS degree will be awarded by APUS upon successful completion of the BS degree requirements.

***iv. The Collaborative ATB Committee***

- a. A Collaborative ATB Committee, (“The ATB Committee”) composed of CSM 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 Memorandum of Understanding (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 Collaborative ATB Committee will be made by the CSM Nursing Program Administrator and the APUS Assistant Dean.

v. **Curriculum**

- a. APUS and CSM 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 CSM curriculum approval body, which has responsibility for final approval.
- c. Similarly, any such programmatic and/or curricular changes that affect the BS degree requirements will be submitted to an APUS curriculum approval body, which has responsibility for final approval.
- d. The CSM Nursing Program Administrator, 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 CSM 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 BS degree. This includes notification to the Maryland Board of Nursing and any accrediting agencies identified by APUS.
- f. CSM 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 CSM, and pay all appropriate application fees to CSM. Student 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 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 admission criteria.

**vii. Administration**

- a. The Collaborative 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 Collaborative 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 CSM personnel before the student is admitted to CSM. Once admitted, students will be assigned a CSM 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. CSM 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 Collaborative 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 CSM, including but not limited to the library, recreation facilities, athletic events, etc. until the completion of the AS degree requirements. 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 CSM.
- ii. Student records for the BS Degree will be maintained by APUS.
- iii. Upon completion of an academic term, each of CSM and APUS will timely notify one another of the students' grades received. CSM 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 CSM 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. Any APUS credits which will be transferred to CSM in partial completion of AS Degree requirements will be posted on the students' records at CSM.
- vi. Each party shall maintain the confidentiality of all student records which comes into its possession, in accordance with FERPA, all other applicable confidentiality and privacy laws, and its respective institutional policies.
- vii. Each party acknowledges and agrees that an ATB student must provide authorization to each party to share the student's education records with the other party.

d. *Financial Aid*

- i. APUS will serve as the parent institution for awarding and disbursing of financial aid during student matriculation in the ATB option. APUS will serve as the parent institution for awarding and dispersing of financial aid after the Associate degree has been awarded.
- ii. CSM 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 CSM Nursing website and the APUS website, developed jointly through the ATB coordinating committee or designee.
- ii. Students will register for their CSM nursing courses through CSM, and for their APUS courses through APUS.
- iii. CSM and APUS timely will share with one another information about the students' registration and enrollment status. CSM and APUS promptly will notify one another of any changes to the students' registration or enrollment status.

- iv. Each of CSM 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 CSM courses and fees at CSM rates and APUS courses and fees at APUS rates.
- iv. Students pursuing coursework provided by CSM will adhere to the protocols and policies related to course registration, drop/add, and course withdrawal and issue of refunds as established by CSM.
- v. Students pursuing coursework provided by APUS will adhere to the protocols and policies related to course registration, drop/add, and course withdrawal and issue of refunds as established by APUS.
- vi. 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.
- vii. APUS will be responsible for issuing refunds to students for APUS courses.
- viii. CSM will be responsible for issuing refunds to students for CSM 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. CSM's operating expenses (e.g., phone, copying, library and technology, office supplies, and travel) will be paid by CSM.
- iii. APUS and CSM 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 CSM.
- 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 collaborative ATB program, and each party shall indemnify and hold the other party harmless from the acts and omissions of each party's respective faculty, administrators, employees and agents.

**xi. Promotion and Publicity**

- a. During the term of this MOU, CSM 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. 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 of this Memorandum of Understanding**

- a. This Memorandum of Understanding (MOU) will be reviewed biannually by the Collaborative 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 and Provosts/Vice President for Academic Affairs from both institutions.
- d. This MOU shall be governed by and interpreted under the laws of the State of West Virginia.
- 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. Nothing in this Agreement is intended to create rights in or benefit any person or entity other than the parties.
- g. 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 Collaborative ATB Committee representing both institutions. In order for a notice to APUS to be valid, the notice must also be sent to Attention: Legal Affairs, 111 West Congress Street, Charles Town, WV 25414.

**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 BS 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.

College of Southern Maryland by

*Maura Murphy*

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American Public University System, Inc. by

*Wade Dyke*

Wade Dyke (Mar 19, 2021 15:50 EDT)

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President

President

Mar 16, 2021

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[Signature Continuation Page: College of Southern Maryland – American Public University System, Inc.]

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# American Public University System Associate to Bachelor's Nursing MOU for Signature - signed (003)

Final Audit Report

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