

MEMORANDUM OF UNDERSTANDING
Associate of Science in Nursing to Bachelor of Science in Nursing:
A Collaborative Degree Program between College of Southern Maryland
and Towson University

This Memorandum of Understanding (“MOU”) is entered into and effective as of the date of last signature below by and between College of Southern Maryland (hereinafter “CSM”) and Towson University, an institution of the University System of Maryland, itself an agency of the State of Maryland (“TU” or “University”) (each a “Party” and collectively hereinafter referred to as the “Parties”).

I. **PURPOSE.** The Parties wish to offer a collaborative Associate’s to Bachelor’s (ATB) degree program (the “ATB Program”) is to increase the number of baccalaureate prepared nurses in Maryland through students pursuing an Associate of Science (AS) degree in Nursing at CSM, and then continuing on to complete a Bachelor of Science (BS) degree in Nursing at TU in its College of Health Professions. 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. Following successful completion of the NCLEX-RN® exam, students will be enrolled only at TU for completion of the BS degree.

II. **ATB PROGRAM REQUIREMENTS.**

- a. Students must meet application and admission screening requirements established by mutual consent of the two Parties for full admission into both degrees.
- b. Students must be dually enrolled at CSM and TU for the time period during which they are earning their AS degree in Nursing.
- c. Continued enrollment in the ATB Program shall be contingent upon the student meeting all academic requirements, as established by each Party, and maintaining satisfactory academic progress toward completion of the AS and BS degrees. Progression policy requirements and procedures regarding disciplinary action and, as warranted dismissal, will be established by TU and CSM to ensure compliance.
- d. The AS degree will be awarded by CSM upon successful completion of the AS degree in Nursing program requirements.
- e. Students must pass the NCLEX-RN® examination upon completion of their AS degree, in order to complete the ATB Program and earn the BS degree.
- f. The BS degree will be awarded by TU upon successful completion of the BS degree in Nursing program requirements.

III. **ADMINISTRATION OF THE ATB PROGRAM.**

- a. A collaborative committee (composed of CSM and TU faculty and staff) (hereinafter 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 Program.
- b. Appointments to the ATB Committee will be made by the Chairperson of the Nursing Program, College of Southern Maryland and the TU Department of Nursing (DON) Academic Chairperson.
- c. The ATB Committee will be co-chaired by a representative from each Party and will meet no less than once every year.
- d. TU DON Academic Chairperson and CSM will each identify one person from their respective institutions who will be the primary contact person for the ATB Program and who will provide overarching coordination between the two Parties.
- e. The appointment of TU’s ATB contact person will be the sole responsibility of TU, and the appointment of CSM’s ATB contact person will be determined by and the sole responsibility of CSM.

IV. CURRICULUM.

- a. The ATB contact person for each Party will propose curricular and/or programmatic changes, subject to approval by their own respective institution, and in consultation with the other Party's ATB contact person.
- b. Any such curricular and/or programmatic changes that affect AS degree requirements will be submitted to the appropriate CSM curriculum approval body, which has responsibility for final approval.
- c. Similarly, any such curricular and/or programmatic changes that affect the BS degree requirements will be submitted to the appropriate TU curriculum approval body, which has responsibility for final approval.
- d. The Chairperson of the Nursing Program, College of Southern Maryland will be responsible for assuring that the CSM AS program curriculum content meets accreditation requirements for the AS degree, and shall notify the other Party's ATB contact person of any changes in the AS degree or CSM's accreditation status.
- e. The TU DON Academic Chairperson will be responsible for assuring that the TU BS program's curriculum content meets accreditation requirements for the BS degree, and shall notify the other Party's ATB contact person of any changes in the BS degree or TU's accreditation status.
- f. CSM and TU shall each retain sole ownership and final decision-making authority for the curriculum, including all materials and content, for which they have responsibility under this MOU.

V. ADMISSIONS.

- a. Students will complete an application for admission into CSM's AS degree in Nursing program, and pay all appropriate application and other required fees to CSM.
- b. Students will complete an application for admission into TU's BS degree in Nursing program, and pay all appropriate application and other required fees (e.g., department fees) to TU.
- c. Students shall be selected for admission into the ATB Program using admission criteria established by the ATB Committee.
- d. Information on applicants selected for admission by the ATB Committee will be forwarded to the TU DON Admission and Continuance Committee and CSM's ATB contact person for record-keeping and monitoring purposes.

VI. STUDENT SUPPORT.

- a. Advising
 - i. Academic advising for the ATB program requirements, including general education and prerequisite requirements for entry into the AS degree portion of the ATB Program will be the responsibility of both Parties.
 - ii. Advising may be provided by TU or CSM faculty and/or staff before the student is admitted to CSM. Once admitted, students will be assigned a CSM faculty advisor for the duration of the AS degree portion of the ATB Program, and a TU faculty advisor for the entire duration of the ATB Program. CSM and TU advisors will regularly confer about advisees.
 - iii. Admission information and plans of study will be provided to each Party by the other Party for pre-advising purposes, so that each Party can knowledgeably respond to prospective student questions about the ATB Program.
 - iv. The ATB Committee will establish advisement and mentoring protocols, to be reviewed annually, that address AS and BS degree requirements for use by advisors in each Party. These protocols will address the kinds of supports needed for programmatic success by students enrolled in an intensive academic program.
- b. Student Services
 - i. Web-based technology will be utilized to provide information regarding administrative procedures, including admissions, financial aid, registration (including course offerings and the schedule of classes for courses required for the ATB program) and billing, grade collection and reporting, etc. Complete program information will be developed jointly through the ATB Committee, ATB

contact persons, or other designated persons/offices, and will be hosted on both CSM's and TU's Nursing program websites.

ii. Once enrolled to the ATB Program, students will have access to all information technology and academic and student support services available at CSM, until the completion of the AS degree requirements.

iii. Students will also have access to all information technology and academic and student support services available at TU during their entire enrollment in the ATB program.

c. Student Educational Records

i. Student educational records for the AS degree in Nursing will be maintained by CSM. Student educational records for the BS degree in Nursing will be maintained by TU.

ii. All CSM units/credits associated with the ATB Program will be listed on the student's educational record at TU.

iii. Any TU units/credits that transfer to CSM and count towards partial completion of AS degree in Nursing program requirements will be indicated on the student's educational record at CSM.

iv. In the event that CSM and TU provide each other student educational records, both Parties acknowledge that records relating to or concerning students are educational records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") and these records shall not be disclosed except in strict compliance with the provisions of FERPA. Nothing in this MOU shall be construed to allow either Party to maintain, use, disclose, or share student record information in a manner not allowed under applicable laws or regulations.

d. Financial Aid

i. Until students matriculate into the BS degree portion of the program, CSM will continue to process aid for those students based exclusively on their CSM courses.

ii. After students matriculate into the BS degree portion of the program, TU will serve as the parent institution for all financial aid functions including determining financial aid eligibility and awards, disbursing aid, monitoring Satisfactory Academic Progress, returning aid records, and all federal aid reporting requirements.

iii. After students matriculate into the BS portion of the program, CSM agrees not to award any loans, Federal Title IV aid, or Maryland Higher Education Commission (MHEC) aid to those students.

iv. After students matriculate into the BS portion of the program, if CSM chooses to award any institutional aid or private scholarships or grants to those students, within two weeks of awarding the aid, they must send the following information to TU: student name, ID number, social security number, and the term and annual award amounts.

e. Registration.

i. Students will register for their CSM's AS courses through CSM's course registration system, and for their TU BS courses through TU's course registration system.

ii. After registration begins each term, CSM will submit a registration data report for any students registered for CSM's AS courses to TU's ATB contact person. The registration data report must include the following data fields:

- a) CSM College ID.
- b) Last Name, First Name.
- c) CSM College Course Number.
- d) Course Credits.
- e) Course Start Date.
- f) Course End Date.
- g) Current Course Registration Status (enrolled or withdrawn).
- h) Course Enrollment or Withdrawal Status Date.

iii. The registration data report must be submitted to TU on the following schedule:

Term:	Biweekly Reports
Fall	August 1 through CSM's last date to withdraw
Spring	December 15 through CSM's last date to withdraw
Summer	April 15 through CSM's last date to withdraw

iv. At the end of each term, CSM will submit a final grade report to TU's ATB contact person that includes all the information referenced in the aforementioned data registration report, but also includes grades awarded for all AS courses so that the placeholder courses on the TU record can be updated and show earned credit.

VII. DISTRIBUTION OF TUITION/FEES AND COSTS.

a. Tuition Billing and Refunds

i. Students will be billed for CSM courses and fees at CSM rates and for TU courses and fees at TU rates.

ii. 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.

iii. Students pursuing coursework provided by TU will adhere to the protocols and policies related to course registration, drop/add, and course withdrawal and issue of refunds as established by TU.

iv. Students will be dually enrolled in both institutions during their time at CSM. For purposes of tuition remission, students pursuing coursework provided by CSM are CSM students, and students pursuing coursework provided by TU are TU students.

v. CSM will be responsible for issuing any necessary or applicable refunds to students enrolled in CSM courses. TU will be responsible for issuing any necessary or applicable refunds to students enrolled in TU courses.

b. Expenses. Each Party shall be solely responsible for any operating expenses (e.g., phone, copying, library and technology, office supplies, travel, etc.) associated with administration of its portion of the ATB Program. TU and CSM will establish a mechanism for each Party 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, and costs.

VIII. FACULTY.

a. The Chairperson of the Nursing Program, College of Southern Maryland or designee will determine all teaching assignments for the AS degree courses offered at CSM.

b. The TU DON Academic Chairperson or designee will determine all teaching assignments for the BS degree courses offered by TU.

c. CSM faculty who teach TU courses on an adjunct basis will be paid at the TU rate, and will sign an adjunct faculty contract. Alternatively, CSM faculty who teach TU courses may teach them as part of their regular workload, subject to the approval of the Chairperson of the Nursing Program, College of Southern Maryland.

d. TU faculty who teach CSM courses on an adjunct basis will be paid at the CSM rate, and will sign an adjunct faculty contract. Alternatively, TU faculty who teach CSM courses may teach them as part of their regular workload, subject to the approval of the TU DON Academic Chairperson.

e. Each Party shall be separately responsible for its faculty who teach its own courses in the ATB program.

IX. GENERAL TERMS AND CONDITIONS.

a. Notices. Any notice required to be given under this MOU shall be given in writing and delivered (1) in person with documentation of receipt; (2) by facsimile or via email of scanned document with documentation of delivery; or (3) by first class mail, postage prepaid and addressed to each Party's designated contact, identified below, or such other person a Party may subsequently designate in writing. A notice shall be deemed effective when received. Notices shall be delivered to the following liaisons for each Party:

If to TU:

Towson University
Department of Nursing
8000 York Road
Towson, Maryland, 21252
Attn: Elizabeth Crusse, DNP, MA, RN, CNE
Via email: ecrusse@towson.edu
Phone: 410-704-4205

With a copy to: generalcounsel@towson.edu

If to CSM:

College of Southern Maryland
Nursing Program
8730 Mitchell Road, PO Box 910
LaPlata, MD 20646
Attn: Morag Dahlstrom, MSN, RN, ACUE
Via email: mdahlstrom@csmd.edu
Phone: 301-934-7554

b. Term and Termination. This Agreement shall commence upon the Effective Date hereof and shall renew on an annual basis thereafter so long as the ATB Committee has reviewed and confirmed it as acceptable in writing, which review shall happen no later than ninety (90) days prior to the end date. In the event of termination, each Party agrees that students enrolled in the ATB Program at the time that the written notice of termination is given may continue to participate in the ATB program until each such students have the opportunity to complete the required courses and earn both the AS and BS degrees in Nursing. However, in no event shall this obligation survive for more than two years after the effective termination date of this MOU.

c. Governing Law. This MOU, and all claims arising out of or relating to this MOU, whether sounding in contract, tort, or otherwise, shall be governed in all respects by the laws of the State of Maryland, without reference to its conflicts of laws rules.

d. Relationship of the Parties. Nothing contained in this MOU shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture. Neither Party shall, by virtue of this MOU, have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party, nor shall this MOU be construed to create rights or obligations, express or implied, on behalf of or for the use of any parties other than the Parties hereto; and the Parties shall not be obligated, separately or jointly, to any third parties by virtue of this MOU.

e. Publicity. Any and all marketing, promotional or publication materials developed pursuant to this MOU prepared or developed by one Party must be reviewed and approved in writing by the other Party prior to use of any such materials.

f. Intellectual Property. Each Party reserves all rights to their respective trade names, trademarks, service marks, logos, or other commercial symbols (collectively, "Marks"), copyrights, patents and other intellectual property rights and no rights to the Marks or copyrights, patent or other intellectual property rights are transferred or licensed pursuant to this MOU.

g. Non-Discrimination. Each Party agrees to subscribe to the principle of equal opportunity and shall not discriminate on the basis of race, color, religion, creed, age, sex, gender identity, sexual orientation, genetic information, marital status, national origin, ancestry, physical or mental handicap, or any other protected class in the selection of Program participants and in any other actions taken pursuant to this MOU.

h. Assignment. Neither Party may assign this MOU nor assign any of its rights under this MOU, except with the prior written consent of the other Party. Any purported assignment of rights in violation of this provision shall be void.

i. Waiver. Failure on the part of either Party, in any or more than one instance, to insist upon the performance of any of the terms, covenants, or conditions of this MOU or to exercise any right or privilege contained within this MOU, or the waiver by any Party of any breach of any of the terms, covenants, or conditions of this MOU shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, as if no such forbearance of waiver had occurred.

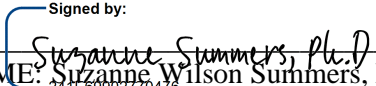
j. Severability. Each provision of this MOU shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity of any provisions shall not cause the invalidity of the remaining provisions hereof.

k. Entire Agreement. This MOU, including any exhibits, attachments and documents referenced herein, constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. In entering into this MOU, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU other than those expressly stated in this MOU. No amendment, modification or addition to this MOU will be binding upon the Parties hereto unless reduced to writing and signed by the respective authorized officers of each Party.


l. Counterparts. This MOU may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. This MOU is effective upon delivery of one executed counterpart from each Party to the other Parties, including by facsimile or PDF delivery. The signatures of all of the Parties need not appear on the same counterpart.

IN WITNESS WHEREOF, the respective Parties hereto have executed this MOU by their duly authorized representatives as of the Effective Date.


COLLEGE OF SOUTHERN MARYLAND

Signed by:

 NAME: Suzanne Wilson Summers, Ph.D.
 TITLE: Vice President of
 Division of Learning
 DATE:


Acknowledged and Agreed:

Signed by:

 NAME: Caroline Combs, DNP, MSN
 TITLE: Dean School of Professional
 and Technical Studies
 Interim Dean, School of Science and Health
 DATE: 10/30/24

TOWSON UNIVERSITY

Signed by:

 NAME: Melanie Perreault, Ph.D.
 TITLE: Provost and Executive Vice President
 for Academic and Student Affairs
 DATE:

Acknowledged and Agreed:

Signed by:

 NAME: Lisa Ann Plowfield, Ph.D., RN
 TITLE: Dean, College of Health Professions
 DATE: 11/12/24