

**MEMORANDUM OF AGREEMENT
BETWEEN
WASHINGTON ADVENTIST UNIVERSITY and
LAUREL COLLEGE CENTER**

PREAMBLE

Washington Adventist University, an agency and instrumentality of the state of Maryland, located at 7600 Flower Avenue, Takoma Park, Maryland, 20912 hereinafter referred to as "WAV" and the Laurel College Center, which has as its principal mailing address, 312 Marshall Avenue, Suite 205, Laurel, Maryland, 20707, and hereinafter referred to as the "Center" have identified mutually beneficial objectives in cooperating in the delivery of instructional services.

The Center is a Maryland Regional Higher Education Center that provides quality learning experiences for students that lead to associate degrees, workforce development, and/or personal enrichment. WAU is a private university in Maryland that provides quality learning experiences for students that lead to associate, bachelor, and master degrees. WAU and the Center recognize the need and importance of facilitating the transfer to WAU of students earning associate degrees at Prince George's Community College and Howard Community College and/or students enrolled in courses at the Center in order that the students are able to earn bachelor degrees.

The primary purpose of this Memorandum of Agreement (AGREEMENT) between WAU and the Center is to provide opportunities for students who are matriculating at Prince George's Community College and Howard Community College and who are completing associate degrees to earn bachelor degrees in select majors from WAU by enrolling in classes, including but not limited to those leading to a (A) Bachelor of Science degree in General Studies (with a concentration in Health Care Administration or Communication) and (B) Bachelor of Science in Nursing (R.N. to B.S.N.), while continuing to attend classes at the Center.

WHEREAS, the Center's founding partners are Prince George's Community College and Howard Community College and is staffed by persons employed by Prince George's Community College and Howard Community College;

WHEREAS, a majority, but not all, of the students pursuing associate degrees by attending classes at the Center are matriculating at either Prince George's Community College or Howard Community College;

WHEREAS, the Maryland Higher Education Commission (MHEC) has led a statewide effort on removing barriers to a seamless educational experience for Maryland's citizens and to

facilitate a smooth transition from public schools and private career schools to undergraduate collegiate study to graduate schools by establishing the Student Transfer Advisory Committee, developing a Policy for Articulation and Transfer of Credits between Degree-granting Institutions and Maryland Secondary Schools and Non-Degree-granting Institutions, publishing the Student Guide to Transfer Among Maryland Colleges and Universities, and by supporting ARTSYS, an electronic data information system which allows students and advisors to determine the transferability of courses;

WHEREAS, WAU and the Center have a mutual interest in collaborating on initiatives to facilitate baccalaureate degree completion for students who are pursuing courses and/or associate degrees at Prince George's Community College, Howard Community College, or at other colleges but who are attending classes at the Center;

NOW, THEREFORE, in support of the educational programming goals and priorities of this collaboration, WAU and the Center do hereby agree to enter into this AGREEMENT according to the terms and conditions set forth in the following articles.

ARTICLE 1

WAU'S RESPONSIBILITIES

1.1 Select Baccalaureate Degrees Offered by WAU

- A. WAU agrees to collaborate with the Center to permit courses leading to select baccalaureate degrees offered by WAU to be taught at the Center by WAU faculty members.
- B. WAU agrees to offer courses at the Center that will be staffed by WAU's faculty and advisors and that leads to degrees, including but not limited to a Bachelor of Science degree in General Studies and Bachelor of Science degree in Nursing (R.N. to B.S.N.).
- C. Subject to institutional capacity, resources, and student demand, WAU may agree to offer additional credit programming at the Center that leads to baccalaureate degrees in other majors.
- D. For the Bachelor of Science degree in General Studies and Bachelor of Science degree in Nursing (R.N. to B.S.N.), and any other bachelor degrees that WAU and the Center agree will be offered at the Center, WAU agrees to provide the complete plan of study for the courses and/or credits required to earn the bachelor's degree from WAU in that major. This includes both lower (if required lower division courses are not offered at the Center by Howard Community or Prince George's Community College) and upper division courses needed for degree completion at WAU.

1.2 Transfer Articulation

- A. In accordance with Washington Adventist University's Transfer Policy, WAU agrees to apply all articulated credits from Howard Community College and Prince George's Community College to the major and general education

requirements such that a student who completes the remaining degree requirements with a satisfactory grade and/or appropriate grade point average may complete a bachelor's degree at WAU within two years (four semesters).

- B. WAU will confirm the acceptance of up to 70 associate degree credits from Prince George's Community College and Howard Community College towards the Bachelor of Science degree in General Studies and Bachelor of Science degree in Nursing (R.N. to B.S.N.), and for any other bachelor's degree that WAU and the Center agree will be offered at the Center, including all general education courses as designated in crosswalks between Prince George's Community College and Howard Community College and WAU.
- C. All articulated credits shall be reflected in the course crosswalk developed between Prince George's Community College, Howard Community College, and WAU and are expressly incorporated by reference in this AGREEMENT. D. Students who are eligible to participate in programs covered by this AGREEMENT, prior to enrolling in courses offered by WAU in a four-year General Studies degree with a concentration in Health Care Administration or a concentration in Communication, a Bachelor of Science degree in Nursing (R.N. to B.S.N.), or any other WAU baccalaureate program offered at the Center, must complete an Associate Degree from the community college in which they are currently matriculating.
- E. WAU agrees that any and all baccalaureate degree programs, including but not necessarily limited to a four-year degree in General Studies with a concentration in Health Care Administration or Communication, or a Bachelor of Science degree in Nursing (R.N. to B.S.N.) shall have met all appropriate provisions as outlined in WAU's Board of Trustees' Policies, particularly, WAU's Transfer Policy, and all applicable statutes, regulations, and guidelines as prescribed by M HEC.

1.3 Application Processes, Tuition and Fees

- A. Students who are pursuing associate degrees at Prince George's Community College, Howard Community College, or attending classes at the Center and are interested in earning the Bachelor of Science degree in General Studies and Bachelor of Science degree in Nursing (R.N. to B.S.N.), or any other bachelor's degree that may be offered by WAU at the Center shall apply directly to WAU for admission to WAU and the selected degree program(s).
- B. Once admitted to WAU, students shall register for courses in General Studies with a concentration in Health Care Administration or Communication, the R.N. to B.S. N. program, or other bachelor degree programs that may be offered by WAU at the Center in accordance with the policies, procedures, and schedule of classes established by Office of Records and Registration at

WAI-J. Students may be also required to satisfy certain lower division requirements as defined by the crosswalk.

- C. WAU's onsite Program Coordinator will register students for WAU's courses at the Center in accordance with the policies, procedures, and schedule of classes established by Office of Records and Registration at WAI-J. Students at the Center may also register for WAU courses online.
- D. Once admitted to WAU, students are responsible for paying all tuition and fees directly to WAU subject to the Tuition and Fees Schedule published for the semester that the student is enrolled in classes offered by WAU in accordance with the policies, procedures, and schedule of payments established by the School of Graduate and Professional Studies (SGPS) at WAI-J.
- E. Nothing in this AGREEMENT is meant to be construed as prohibiting students pursuing bachelor's degrees from WAU at the Center from being eligible for scholarships, grants, loans, nor any other form of financial aid to which all other WAU students might qualify; however, students must complete any and all necessary applications, forms, or documents that all other WAU students must complete for any scholarships, grants, loans, or other form of financial aid.
- F. Nothing in this AGREEMENT is meant to be construed as prohibiting the establishment of special scholarships, grants, loans, or other forms of financial aid designed to the goals of this AGREEMENT.

1.4 WAU Student Support Services

- A Once admitted to WAU and upon securing a WAU student identification card, students pursuing WAU baccalaureate degrees by enrolling in courses at the Center will have all of the privileges afforded to all other WAU School of Graduate and Professional students including appropriate use of WAU's facilities, educational and learning resources, social and cultural events, and all available student support services.
- B. WAU will provide access to the SGPS online bookstore for students enrolled in courses offered by WAU at the Center. Students may purchase their textbooks through this online bookstore.
- C. WAU will be responsible for hiring the faculty to teach WAU's courses offered at the Center, and those individuals shall at all times be employees of WAI-J.
- D. WAU will provide appropriate professional staff from WAIJ to conduct on-site registration, academic advising, and business office services according to a published schedule of such services for students who are pursuing baccalaureate degrees at WAU by enrolling in courses at the Center.

- E. WAU shall provide a master schedule of classes that is accessible by all WAU students, faculty, and staff for the upcoming academic semesters for the purposes of scheduling and marketing the courses offered at the Center.
- F. WAU, at its sole discretion and as financially feasible, will provide public relations outreach, marketing resources, and recruitment efforts necessary to promote the purpose and goals of this AGREEMENT.
- G. WAU shall retain at all times the ultimate authority over all admission and subsequent academic decisions respective to its institution.

ARTICLE 2 CENTER'S RESPONSIBILITIES

- 2.1 Howard Community College and Prince George's Community College will be the sole providers of lower division courses at the Center.
- 2.2 The Center agrees to collaborate with WAU to permit courses leading to select baccalaureate degrees offered by WAU to be taught at the Center by WAU faculty members.
- 2.3 The Center will not enter into an agreement with another post-secondary institution to offer a Bachelor's of Science in General Studies with a concentration in Health Care Administration or in Communication, a Bachelor's of Science in Nursing (R.N. to B.S.N.) or other bachelor degree programs that duplicate those offered by WAU at the Center without providing an opportunity for WAU to discuss and resolve any programming and/ or scheduling issues with appropriate administrative personnel at the Center.
- 2.4 The Center will provide access to students enrolled in courses offered by WAU at the Center to the colleges' library and library services, including internet access through the open computer laboratories.
- 2.5 The Center will provide advising services for its respective students through Prince George's Community College's and Howard Community College's Student Services Division about: the availability of degree programs at the Center; how students can gain maximum transferability of credits for the General Studies degree with a concentration in Health Care Administration, the General Studies degree with a concentration in Communication, the R.N. to B.S.N. degree, and other bachelor degree programs that may be offered by WAU at the Center; and how to contact WAU for admissions and/or course registration.
- 2.6 The Center will promote WAU's Bachelor of Science degree in General Studies and Bachelor of Science degree in Nursing (R.N. to B.S.N.), and any other bachelor degree programs that may be offered by WAU to students through the Center

with regular marketing conducted by the Center, Prince George's Community College, and Howard Community College as is financially feasible.

- 2.7 The Center shall have sole responsibility for the safety and security of the students enrolled in WAU's courses at the Center; and the Center shall have sole responsibility for housekeeping for classrooms, laboratories, and other instructional and/or office space located at 312 Marshall Avenue, Suite 205 Laurel, Maryland, 20707.

ARTICLE 3 WAU and the CENTER'S MUTUAL COOPERATION

- 3.1 The Center agrees to waive the classroom rental fees for WAU for the first year (twelve consecutive months). Starting with the second year, WAU shall pay rent to the Center each session/semester of the academic year that WAU is offering courses at the Center for the use of classrooms and computer laboratory spaces that are required by WAU faculty for instructional purposes. The rent is subject to annual adjustments. The current fiscal year 2020 rental rates are:

- Daytime lecture classroom = \$200/credit hour/course
- Evening lecture classroom = \$400/credit hour/course
- Daytime computer lab: \$250/credit hour/course
- Evening computer lab = \$500/credit hour/course

- 3.2 Subject to the availability of office space, the Center shall provide free of charge appropriate space for WAU's faculty and/or staff at the Center to conduct admissions, advising, registration, instruction or tutoring.
- 3.3 WAU and the Center agree to provide appropriate training for their respective professional staff to facilitate the accurate and timely admission, advising, and enrollment of students pursuing courses at the Center leading to a bachelor's degree from WAU.
- 3.4 The Center and WAU shall each designate a liaison to facilitate the purpose and goals of this AGREEMENT and to facilitate communication to appropriate personnel in their respective institutions to ensure that they are aware of this AGREEMENT. These include, but are not limited to the admission and advising staff, transfer coordinators, and appropriate faculty and deans.
- 3.5 WAU's and the Center's liaisons shall meet as necessary but no less than a minimum of twice in the fall and twice in the spring semesters in order to: ● review and evaluate the progress of the collaboration; ● review data and develop reports on the progress of the collaboration as may be required by Center's Policy and Coordinating Council or other state and institutional assemblies; ● address student needs and challenges; and, ● address disputes that may arise between and/ or among students and faculty or that may arise between or among the institutions regarding aspects of this AGREEMENT.

3.6 The liaisons responsible for obligations pursuant to SS 3.2, 3.3, and 3.4 of this AGREEMENT are:

For WAU:

Brenda Chase

Dean of School of Graduate and Professional Studies
Washington Adventist University
Wilkinson Hall, Room 345
7600 Flower Avenue, Takoma Park, MD
20912 Ph: (301) 891-4092
bchase@wau.edu

For the CENTER:

Nancy Grinberg

Director

The Laurel College Center
312 Marshall Avenue, Suite 205
Laurel, MD 20707
Ph: (443) 518-4500
grinbenl@pgcc.edu

- 3.7 As WAU students, students enrolled in WAU's courses at the Center are subject to WAU's student conduct, academic policies and procedures published in WAU's current undergraduate catalog and for matters specifically related to its degree programs as published by its respective departments.
- 3.8 WAU, Howard Community College and Prince George's Community College each retain at all times the ultimate authority over all admission and subsequent academic decisions respective to its institution.

ARTICLE 4 PRINCE GEORGE'S COMMUNITY COLLEGE'S RESPONSIBILITIES

Prince George's Community College, along with Howard Community College, will be the sole providers of lower division courses at the Center.

- 4.1 Prince George's Community College will provide access to students enrolled in courses offered by WAU at the Center to the colleges' library

and library services, including internet access through the open computer laboratories.

- 4.2 Prince George's Community College will provide advising services for its respective students through Prince George's Community College's Student Services Division about: the availability of degree programs at the Center; how students can gain maximum transferability of credits for a degree in General Studies with a concentration in Health Care Administration or in Communication, a four-year Nursing degree (R.N. to B.S.N.), or other bachelor degree programs that may be offered by WAU at the Center; and how to contact WAU for admissions and/or course registration.
- 4.3 Prince George's Community College will promote WAU's Bachelor of Science degree in General Studies and Bachelor of Science degree in Nursing (R.N. to B.S.N.), and any other bachelor degree programs that may be offered by WAU to students through the Center with regular marketing conducted by the Center, Prince George's Community College, and Howard Community College as is financially feasible.

ARTICLE 5 HOWARD COMMUNITY COLLEGE'S RESPONSIBILITIES

- 5.1 Howard Community College, along with Prince George's Community College, will be the sole providers of lower division courses at the Center.
- 5.2 Howard Community College will provide access to students enrolled in courses offered by WAU at the Center to the colleges' library and library services, including internet access through the open computer laboratories.
- 5.3 Howard Community College will provide advising services for its respective students through Howard Community College's Student Services Division about: the availability of degree programs at the Center; how students can gain maximum transferability of credits for a degree in General Studies with a concentration in Health Care Administration or a concentration in Communication, Nursing degree (R.N. to B.S.N.), or other bachelor degree programs that may be offered by WAU at the Center; and how to contact WAU for admissions and/or course registration.

5.4 Howard Community College will promote WAU's Bachelor of Science degree in General Studies, Bachelor of Science degree in Nursing (R.N. to B.S.N.), and any other bachelor degree programs that may be offered by WAU to students through the Center with regular marketing conducted by the Center, Prince George's Community College, and Howard Community College as is financially feasible.

ARTICLE 6

CONTEXT AND GENERAL TENETS

- 6.1 WAU represents and warrants that it is an agency and instrumentality of the State of Maryland, acting in its higher education capacity, and has the legal capacity to enter into this AGREEMENT. Nothing in the terms of this AGREEMENT shall abrogate the responsibilities assigned to WAU under applicable state and federal laws and regulations, or the policies of WAU's Board of Trustees for the development of curricula, the assessment of student learning, or the award of academic degrees.
- 6.2 The Center represents and warrants that it is established by the State of Maryland through the Annotated Code of Maryland, Education Article, Sections 10-212 and 16-202, and has the legal capacity to enter into this AGREEMENT.
- 6.3 Howard Community College represents and warrants that it is an agency and instrumentality of the State of Maryland, acting in its higher education capacity, and has the legal capacity to enter into this AGREEMENT.
- 6.4 Prince George's Community College represents and warrants that it is an agency and instrumentality of the State of Maryland, acting in its higher education capacity, and has the legal capacity to enter into this AGREEMENT.
- 6.5 Notwithstanding any other provision of this AGREEMENT, all information relating to student educational records shall be treated in accordance with Maryland law and the Federal Educational Rights and Privacy Act (FERPA).
- 6.6 Nothing in the terms of this AGREEMENT shall abrogate the responsibilities assigned to the Center by its founding partners, Prince George's Community College and Howard Community College, nor abrogate the Center's responsibilities as a Maryland Regional Higher Education Center.
- 6.7 Nothing in this AGREEMENT shall be deemed or implied to create a joint venture or partnership of any kind among WAU, Prince George's Community College, Howard Community College, or the Center. Neither WAU, Prince George's Community College, Howard Community College, nor the Center shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.
- 6.8 This AGREEMENT shall be effective upon its mutual signing and remain in effect for a period of five (5) years, and may be amended or extended upon written agreement

by the parties after WAU has obtained permission to create a satellite campus by its accreditation bodies (Maryland Higher Education Commission and Middle States Commission of Higher Education).

- 6.9 Either WAU or the Center may initiate the termination of this AGREEMENT by providing sixty (60) days written notice to the other party. If this AGREEMENT is terminated, all students identified on or before the effective date of termination will be able to complete their studies in accordance with the terms of this AGREEMENT that are relevant to their specific circumstances.
- 6.10 The AGREEMENT will be governed by the laws of the State of Maryland.
- 6.11 Neither WAU, the Center, Prince George's Community College, nor Howard Community College shall use any identifying marks of the other without the express written permission of the other party.
- 6.12 WAU, the Center, Prince George's Community College, and Howard Community College subscribe to a policy of equal opportunity and shall not discriminate on the basis of age, race, gender, religion, national origin, marital status, sexual orientation, veteran status, or physical disability.
- 6.13 If any section or provision of this AGREEMENT is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this AGREEMENT shall not be affected thereby.
- 6.14 This AGREEMENT contains the entire agreement between the parties and shall not be modified, amended, or supplemented, or any rights herein waived, unless such amendment or modification to this AGREEMENT (i) is in writing; (ii) refers to this AGREEMENT; and (iii) is executed by an authorized representative of each party. This AGREEMENT supersedes any and all previous agreements, whether written or oral between the parties.
- 6.15 In the event that the parties collaborate in the development of intellectual property, including but not limited to, licenses, patents, and inventions, the ownership rights to the intellectual property shall be defined in writing by a separate agreement to be executed by the appropriate administrative officials at WAU, the Center, Prince George's Community College, and Howard Community College.
- 6.16 All notices under this Agreement must be in writing and sent by mail and electronic mail as follows:

Washington Adventist University
Provost
7600 Flower Avenue
Takoma Park, MD 20912

Prince George's Community College
Vice President for Academic Affairs
Room 125 Kent Hall
301 Largo Road

Largo MD 20774
Howard Community College
Vice President for Academic Affairs
10901 Little Patuxent Parkway
Columbia, MD 21044

Laurel College Center
Program Director
312 Marshall Avenue, Suite 205
Laurel, MD 20707

NOW, THEREFORE this AGREEMENT is approved and shall be effective upon the date of the signatures of the Washington Adventist University, Laurel College Center, Prince George's Community College, and Howard Community College.

Weymouth Spence

Weymouth Spence
President
Washington Adventist University
1-15-2020

Nancy L. Grinberg

Nancy L. Grinberg
Program Director
Laurel College Center

1/15/20

Date

Date

Kathleen Hetherington

Kathleen Hetherington
President
Howard Community College

3/11/2020

Date

Charlene M. Dukes

Charlene M. Dukes

Charlene M. Dukes

President
Prince George's Community College

1/21/2020

Date

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WAU Laurel

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