

MEMORANDUM OF AGREEMENT
Between
UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES
AND
UNIVERSITY OF ARKANSAS COMMUNITY COLLEGE BATESVILLE

I. STATEMENT OF PURPOSE

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between the University of Arkansas for Medical Sciences – College of Nursing (hereinafter the "UNIVERSITY"), and University of Arkansas Community College Batesville (hereinafter "UACCB"), which have agreed to cooperate for the purpose of assisting licensed graduates and current students from UACCB Associate Degree Registered Nurse (RN) program to complete a Bachelor of Science in Nursing (BSN) degree. It is the intent of the parties by entering into this Agreement to offer students a seamless, online degree completion option to increase the number of BSN credentialed registered nurses in the state of Arkansas.

II. POINTS OF AGREEMENT

OWNERSHIP:

1. The UNIVERSITY shall have total ownership of the RN to BSN Completion Program (hereinafter "Program"). Administration, management, and operation of the Program shall be the responsibility of the UNIVERSITY.
2. All nursing courses included in the Program curriculum will be taught by faculty of the UNIVERSITY. The UNIVERSITY shall have the exclusive right to determine and make all financial, technical, and professional policies related to the nursing courses. The UNIVERSITY shall have full and complete ownership of all nursing courses and exclusive control over the administration, management, and operation of those courses.

APPLICATION AND ADMISSION:

3. Students will apply to the Program through the UNIVERSITY, which has exclusive responsibility for admission to the Program.

The UNIVERSITY reserves the right to not select an applicant to the Program based upon a deficiency in one or more admission requirements. Although the UNIVERSITY is committed to accepting qualified applicants and will strive to adjust appropriately if the number of qualified applicants increases due to this Agreement, each party understands and agrees that academic qualification does not guarantee a student's admission to the Program. In addition to meeting the required academic qualifications, a student's admission to the Program will be contingent on whether space is available in the program for students. Space availability will be solely determined by the Dean of the UNIVERSITY Program. The criteria for making the determination of adequate space availability will be sufficient faculty to teach the courses required for Program completion.

4. Current UACCB students will be considered qualified applicants if they meet the following criteria:
 - a. Have successfully completed the UACCB Associate Registered Nursing general education courses with a minimum of a “C” grade.
 - b. Have a 2.50 cumulative grade point average (GPA) in the UACCB program.
 - c. Have completed a general education Speech course or agree to register to take a Speech course while enrolled in the first UNIVERSITY nursing course.
 - d. Full admission status will be granted by the UNIVERSITY to students who graduate from UACCB and who successfully complete the National Council Licensure Exam (NCLEX) RN exam.

5. UACCB graduates will be considered qualified applicants if they meet the following criteria:
 - a. Have a 2.50 cumulative GPA.
 - b. Have successfully completed the UACCB Associate Registered Nursing general education courses with a minimum of a “C” grade.
 - c. Have completed a general education Speech course or are enrolled in a Speech course.
 - d. Hold an unencumbered RN license.

GENERAL EDUCATION:

6. Program applicants have the option of taking the required general education courses at any accredited college or university. The UNIVERSITY is committed to honoring the articulation agreement which outlines the general education courses that will be accepted through the UACCB program. The UNIVERSITY shall have the exclusive right to determine the transferability of courses from colleges and universities. The Arkansas Course Transfer System (ACTS) allows successful course transfer between educational programs. ACTS will be used to determine course transferability.

7. The UACCB program and the UNIVERSITY are committed to student-friendly articulation practices. The UACCB program and UNIVERSITY commit that the following general education courses which are taken as part of the UACCB Associate Registered Nursing program will fulfill the corresponding general education requirements needed to enter the Program.

UACCB Requirements	Credit Hours	University Requirements
Anatomy & Physiology with lab I	4	Anatomy & Physiology I
Anatomy & Physiology with lab II	4	Anatomy & Physiology II
Microbiology with lab	4	Microbiology with lab
English Composition I	3	English Composition I
English Composition II	3	English Composition II
Nutrition	3	Nutrition
Human Growth and Development	3	Life Span Development/

		Developmental Psychology
Psychology	3	Psychology

8. Upon entering the Program, students are required to complete the remaining general education courses prior to graduation from the UNIVERSITY: Chemistry, US History/American National Government, three (3) additional hours of Social Sciences, six (6) hours of Fine Arts, College Algebra, Intro to Statistics, Speech and two (2) Electives.
9. The UNIVERSITY is committed to working with recent and future graduates that have general education requirements through other academic institutions.

THE PROGRAM:

10. The UNIVERSITY is committed to offering the Program in an on-line format.

III. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors, and neither parties' employees shall have the authority to exercise any control over the professional judgment or methods used by the other party in the performance of the duties set forth in this Agreement. UACCB and the UNIVERSITY are not to hold themselves out as employees or agents of the other party.

IV. QUALITY ASSURANCE

The two parties shall work together harmoniously and cooperatively to assure that standards are upheld and students receive the best educational experiences possible. Officials and faculty of the UNIVERSITY or UACCB, upon reasonable request, will have the right to visit the UNIVERSITY or UACCB at any time to review the curriculum and resources.

V. ACCREDITATION

The UNIVERSITY is accredited by The Higher Learning Commission. The UNIVERSITY College of Nursing is accredited by the Commission on Collegiate Nursing Education.

The UACCB is approved through the Arkansas State Board of Nursing and Accreditation Commission for Education in Nursing (ACEN).

VI. ASSIGNMENT AND ENTIRE AGREEMENT

This Agreement may not be assigned by any party hereto without the expressed written consent of all parties.

This Agreement contains the entire agreement of all parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This Agreement may not be amended or otherwise modified, unless agreed to by all parties, in writing. This Agreement supersedes all

other agreements, contracts, understandings, representations, whether written or otherwise, between the parties relating to the subject matter hereof.

VII. TERM AND TERMINATION

The initial term of this Agreement shall begin July 1, 2020 and continue therefore unless terminated by either party. Thereafter, this Agreement will be automatically renewed for successive periods of one year each, for a total of five (5) one year terms, unless written notice is provided to all parties prior to each June 1st. In order to protect the interests of the UNIVERSITY/UACCB students, this Agreement may not be terminated prior to the end of a school year by either party. In the event of termination of the Program at the end of a school year, any particular class of students enrolled in the Program at the time of termination will be guaranteed the option to complete the Program and provisions will be made for the completion of the Program in the event that the Agreement is terminated during that particular class's program of study.

This Agreement may be terminated by June 1st, 2021 upon occurrence of any of the following events:

- (1) By written mutual agreement of the parties hereto;
- (2) Destruction or damage to the UNIVERSITY/UACCB buildings or their contents by fire, explosion, terrorism or natural disaster;
- (3) The occurrence of any other contingency or the happening of any other event or series of events or contingencies resulting in the UNIVERSITY being deprived of sufficient funds to enable it to operate successfully.
- (4) Loss of institutional or nursing program accreditation.

VIII. CHOICE OF LAW

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

IX. CIVIL RIGHTS LANGUAGE

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, or disability in either the selection of students for participation under this Agreement.

X. NOTICES

All notices, correspondence, and all other communications required to be sent hereunder shall be deemed sufficient if in writing, personally delivered, or mailed by United States Mail, postage prepaid to:

University of Arkansas Community College
Batesville

UNIVERSITY OF ARKANSAS FOR
MEDICAL SCIENCES COLLEGE OF

2005 White Dr.
Batesville, AR 72501

NURSING
Office of General Counsel
University of Arkansas for Medical Sciences
4301 West Markham Slot #860
Little Rock, AR 72205

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

UNIVERSITY OF ARKANSAS COMMUNITY COLLEGE BATESVILLE

Signature: Deborah J. Feazier Date: August 07, 2020
Name: Deborah J Feazier Title: Chancellor

UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES

DocuSigned by:
Signature: Amanda George Date: 8/7/2020
Amanda George, CPA, MHSA
Vice Chancellor for Finance and CFO

Approved for College of Nursing

DocuSigned by:
Signature: Patricia Cowan Date: 7/31/2020
Patricia Cowan
Dean, College of Nursing