

# MEMORANDUM OF UNDERSTANDING BETWEEN ARKANSAS STATE UNIVERSITY-NEWPORT AND THE THE CRIMINAL JUSTICE INSTITUTE OF THE UNIVERSITY OF ARKANSAS SYSTEM

Arkansas State University-Newport (ASUN) and Criminal Justice Institute (CJI) of the University of Arkansas System agree to the following Memorandum of Understanding concerning the proposal to offer an Associate of Applied Science Degree in Crime Scene Investigation, a Technical Certificate in Crime Scene Investigation, a Certificate of Proficiency in Crime Scene Investigation, Associate of Applied Science Degree in Law Enforcement Administration, a Technical Certificate in Law Enforcement Administration, and a Certificate of Proficiency in Law Enforcement Administration.

ASUN agrees to grant credit and award certificate and associate degrees for Crime Scene Investigation/Law Enforcement Administration programs in partnership with the Criminal Justice Institute according to the following terms and conditions:

- 1. Each student must be admitted to ASUN and eligible for enrollment in classes at the Criminal Justice Institute using the standard admissions procedures of each institution. Coursework offered by the Criminal Justice Institute is available only to sworn law enforcement officers and individuals employed full-time by a law enforcement agency in a crime scene capacity.
- 2. ASUN will conduct registration and book sales for general education courses and financial aid will be administered in accord with federal /state regulations by the institution.
- 3. All students enrolling in the program will comply with state and ASUN guidelines concerning freshman assessment and course placement in English, Mathematics, and Reading.
- 4. The general education component of the program provided by ASUN will consist of up to 27 hours of course work.
- 5. ASUN agrees to transcript the completed courses at the Criminal Justice Institute without a tuition charge to the student. ASUN may charge the normal administrative fees for this service. ASUN will state the fee in all publications concerning this program.

- 6. The Criminal Justice Institute classes included in these programs are provided at no cost to Arkansas law enforcement personnel.
- 7. A student must successfully complete a minimum number of general education credit hours for each certificate and the Associate of Applied Science degree at ASUN before credit for any Criminal Justice Institute courses will be placed on the transcript.
- 8. The hours of instruction provided by the Criminal Justice Institute will be shown on a student transcript as credit hours. (See degree plan outline attached to this document for exact number of hours in each program).
  - It will be the responsibility of the student to request credit for Criminal Justice Institute courses and submit the proper documentation prior to or during the student's enrollment at ASUN.
  - Students will complete an Intent to Enroll Form at the Criminal Justice Institute
    and identify the college or university. CJI will maintain files for each student,
    also containing copies of official CJI transcripts sent to ASUN and other
    pertinent student-specific information or correspondence. These files will be
    maintained for a minimum of ten (10) years.
  - An official CJI transcript will be sent to ASUN only when the student has successfully completed all of the CJI classes needed for a designated college credit course.
  - Transcripts signed by the Director or Assistant Director of the Criminal Justice Institute will be required to indicate that a student has completed the required courses. Student Data Center (SDC) software will be used to manage all student data and prepare all official CJI transcripts. Student information will be maintained for a minimum of ten (10) years.
  - ASUN will inform the Criminal Justice Institute when an officer completes a certificate or associate degree program.
- 9. The process for which college credit is granted is by the mastery of competencies equivalent to a college course. The Criminal Justice Institute experience results in mastery of competencies equivalent to those taught in the designated college course. All coursework from the Criminal Justice Institute will be entered on the ASUN transcript as credit without a grade.
  - For each hour of college credit awarded, a minimum of 15 CJI class contact hours is required.
  - A course description, a list of course objectives and a detailed course outline will be included in the class file for each class that will be eligible college credit. This information will be included in a CJI class file which will be maintained for a minimum of ten (10) years.
  - Only CJI courses taught by lead instructors who have earned at least an Associate's Degree will be included in the certificate and associate degree programs.
  - Instructor performance will be monitored by CJI management staff through student instructor evaluations and/or on-site observation.
  - CJI's Degree Program Committee (Director, Assistant Director and Program Coordinators/Managers) will be responsible for ensuring instructor performance and determining all classes which may be included as elective hours in a certificate or associate degree plan. Approved courses will be reviewed annually by the CJI Advisory Board.

- Student attendance in CJI classes will be monitored through class sign-in sheets and enrollment verification forms. This documentation will be maintained in the CJI class file for a minimum of ten (10) years.
- Student performance will be evaluated through written and/or practical examinations. A score of 75% or higher must be achieved on performance evaluations for the class hours to be applied toward college credit. Performance documentation of Pass or Fail will be maintained in the CJI class file for a minimum of ten (10) years.
- 10. Courses offered by the Criminal Justice Institute will apply only toward an Associate of Applied Science degree/technical certificate/certificate of proficiency. Students who complete the AAS degree can apply degree credit toward the Bachelor of Applied Science degree program.
- 11. ASUN will not make any additions or substitutions of courses in the certificate or degree programs without approval by amendment to this agreement.
- 12. All publications of both ASUN and Criminal Justice Institute when referring to this degree/certificate program will clearly indicate that both ASUN and the Criminal Justice Institute of the University of Arkansas System offer the certificates and degrees in partnership.
- 13. ASUN will include the Certificates of Proficiency, Technical Certificate and Associate of Applied Science degrees in Law Enforcement Administration and Crime Scene Investigation in their course catalogue (noting programs are available only to sworn law enforcement officers and individuals employed full-time by a law enforcement agency in a crime scene capacity).
- 14. The Criminal Justice Institute will assist ASUN in advertising and recruitment activities by:
  - Posting all degree plans and a list of hosting institutions on CJI's website (www.cji.edu)
  - Including degree plans annually in CJI's Schedule of Courses.
  - Developing and distributing an informational brochure to officers attending CJI classes.
  - Providing presentations at key law enforcement professional meetings.
  - Providing presentations to officers graduating from certified law enforcement training academies in the state.
- 15. ASUN will provide degree advising.
  - A contact person at ASUN will be identified. The Criminal Justice Institute will be notified of contact person changes.
- 16. The Criminal Justice Institute will provide degree advising only in reference to the CJI portion of the degree plans.
  - A contact person(s) at the Criminal Justice Institute will be identified. The College or University will be notified of contact person changes.
  - The CJI Degree Program Committee will conduct appeals reviews, as necessary, for only courses provided by the CJI.
- 17. Either ASUN or the Criminal Justice Institute may withdraw from this program by submitting a written notice to the Criminal Justice Institute Director or the Chancellor of ASUN. Once such notice is given, no new students would be admitted to the program but every effort would be made to offer completion of the program to students currently enrolled at the time of cancellation

of this agreement. After such notice, either institution may elect not to offer the courses listed in the curriculum.

ASUN and the Criminal Justice Institute of the University of Arkansas System jointly agree to this Memorandum of Understanding. This agreement shall become effective upon execution and following notification to the Arkansas Department of Higher Education Coordinating Board, and will remain in effect until a new agreement is exercised or until terminated in writing by either party. Nothing in this MOU shall be construed to alter the authority of either ASUN or Criminal Justice Institute as provided under law.

The parties hereto execute this Memorandum of Understanding as follows:

Arkansas State University-Newport

Criminal Justice Institute of the University of Arkansas System

Dr. Larry N. Williams

Chancellor

James T. Clark

Director

Partner Contact: Dr. Katlyn Steimel

ARNEC Director of Nursing

7648 Victory Blvd Newport, AR 72112 (870) 512-7800 ARNEC
Arkansas Rural Nursing Education Consortium

Chamberlain Contact: David T. Watson

**Workforce Solutions Consultant** 

3009 Highland Parkway Downers Grove, IL, 60515

210-501-7060

#### **Educational Partnership Agreement**

This Educational Partnership Agreement ("Agreement") is entered into by and between Chamberlain University ("Chamberlain"), with its national headquarters at 500 West Monroe Street, Suite 28, Chicago, Illinois 60661, and the Board of Trustees of the University of Arkansas acting for and on behalf of ARNEC, which is comprised of the institutions set forth in Exhibit C, with its a place of business at 183 College Drive, De Queen, Arkansas ] ("Partner"). This Agreement shall become effective as of the date of the later signature in the signature block below ("Effective Date").

#### 1. Purpose of Agreement

Chamberlain is an institution of higher education with campus locations across the United States and online programs. It offers programs through its College of Nursing and College of Health Professions. Partner is a consortium of Community Colleges in rural Arkansas. This Agreement establishes an educational partnership between Chamberlain and Partner pursuant to which employees, employee family members, faculty, students, members and/or graduates of Partner ("Partner Students") may enroll in certain of the courses and programs offered by Chamberlain ("Chamberlain Programs") at reduced fee and tuition rates, consistent with the terms and conditions of this Agreement. In addition, pursuant to this Agreement, Chamberlain may offer customized group start options that are designed to encourage Partner Students to advance their education.

#### 2. Partner's Responsibilities

Consistent with the terms and conditions of this Agreement, during the Term (as defined in Section 7, below), Partner will promote and make available to Partner's Students the opportunity to take advantage of the Chamberlain Programs upon the terms and conditions of this Agreement, such promotion may include:

- **2.1** Establishing on one or more of Partner's website(s) a link to a designated Chamberlain website for purposes of allowing Partner's Students access to information concerning the Chamberlain Programs and the terms and conditions pursuant to which Partner's Students may enroll in the Chamberlain Programs.
- **2.2** Hosting onsite or virtual information events exclusive to Chamberlain.
- **2.3** Identifying a contact at Partner for providing Chamberlain with Partner's logo and specific brand style guide, should Partner want Chamberlain to use its logo in the promotional and/or marketing materials.

#### 3. Chamberlain's Responsibilities

Consistent with the terms and conditions of this Agreement, during the Term (as defined in Section 7, below), Chamberlain will provide to all Partner Students the fee and tuition reductions for the Chamberlain Programs as listed on Exhibit A hereto, which may be updated from time to time without prior written consent of the parties or amending the Agreement. Chamberlain agrees to observe and maintain confidentiality of student records in compliance with the Family Educational Rights and Privacy Act of 1974 ("FERPA").

#### 4. Program Integrity

Partner acknowledges and agrees that Chamberlain is solely responsible for and maintains all discretion with respect to the nature of the Chamberlain Programs, including the offering, substitution, or cancellation of any program. Partner further acknowledges: (a) that Chamberlain will consider admission of Partner Students to Chamberlain Programs on the same terms and conditions as any other applicant to the Chamberlain Programs, as may be amended from time to time; (b) that all Partner Students who are admitted to and enrolled in a Chamberlain Program must comply with all academic and administrative requirements of Chamberlain, including admission requirements, academic policies, and program requirements; (c) that Chamberlain may change academic and administrative requirements at any time in its sole discretion; (d) that Chamberlain retains sole discretion on the award of proficiency credits and the transfer of courses and (e) that Chamberlain is solely responsible for maintaining any website, social media, or other platform owned or operated by Chamberlain.

This Agreement is made explicitly subject to the terms of Chamberlain's admission requirements, academic policies, and program requirements, including but not limited to the Chamberlain academic catalog and student handbook (all of the foregoing collectively referred to herein as the "Chamberlain Policies"). See <a href="Exhibit A">Exhibit A</a> for hyperlinks to Chamberlain's current admission requirements and student handbooks.

#### 5. Licenses and Intellectual Property

- Each party hereby grants the other party (a) a limited and non-exclusive, royalty free license to use the granting party's names, logos, service marks or trademarks (collectively, the "Marks"), and (b) a license to use the granting party's name as a reference in the other party's marketing and other promotional materials, in each case solely for purposes of performing the other party's obligations and exercising the other party's rights under this Agreement; provided, however, that the other party may not use any Mark(s) or otherwise reference the granting party in any marketing, promotional or other materials, including on websites or in any social media owned or operated by the other party, until such uses and materials in whatever form have been previously submitted to and approved in writing by the granting party, which approval may be withheld by the granting party for any reason in its sole discretion.
- 5.2 Except for what is set forth in this Section 5.1, no rights or licenses with respect to any intellectual property are granted under this Agreement. Each party will own and retain all right, title, and interest in and to its names, logos and service marks, proprietary features and proprietary technology, trade secrets, patents, copyrights, trademarks, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including, without limitation, rights in and to all applications and registrations relating to any of the foregoing and including, without limitation, any such rights in and to any information or content contributed by such party to the other party.
- 5.3 Upon the granting party's request, the other party will promptly remove, alter, or modify any and all use of the granting party's Marks or other references to the granting party in any marketing, promotional or other materials, including on websites or social media platforms.
- 5.4 Upon termination of this Agreement for any reason, each party will discontinue any and all use of the other party's Marks or other references to the other party in any marketing, promotional or other materials, including on websites and in social media, within a reasonable amount of time following the termination of this Agreement, not to exceed thirty (30) days. This section shall survive termination of this Agreement for any reason.

#### 6. Education Records

Partner acknowledges that if, in connection with the performance of the Partner Services, it is provided access to the Education Records (as defined below) of current, or future students who participate or have participated in Chamberlain Programs, it will maintain such Education Records in material compliance with the requirements of the Family Educational Rights and Privacy Act, as amended, the Gramm-Leach Bliley Act, as amended, and any other applicable laws or regulations applicable to the privacy or confidentiality of such Education Records. As used herein, "Education Records" means all such records described by 34 C.F.R. § 99.3 maintained by, for or on behalf of Chamberlain.

#### 7. Term and Termination

- 7.1 This Agreement will commence on the Effective Date and continue for an initial term of three (3) years ("Initial Term"). Thereafter, this Agreement will automatically renew for two (2) additional periods of one (1) year each (each a "Renewal Term") unless either party provides written notice of termination pursuant to this section. The Initial Term together with any Renewal Term(s) will be referred to herein as the "Term."
- **7.2** Either party may terminate this Agreement without cause at any time upon at least sixty (60) days prior written notice to the other party. In the event either party materially breaches one or more terms of this Agreement, subject to a five-day cure period, the other party may terminate this Agreement immediately.
- 7.3 In the case that this Agreement is terminated for any reason by either party or expires upon its own terms, no additional Partner Students will be eligible to enroll in the Chamberlain Programs at the reduced fee and tuition rates set forth in this Agreement. However, any Partner Student currently enrolled in Chamberlain Programs identified in <a href="Exhibit A">Exhibit A</a> at the time of termination or expiration may continue to receive the Partner Tuition Reduction designated by Chamberlain until the Partner Student completes, withdraws or is dismissed/withdrawn from the Program.

#### 8. Representations and Warranties

Each party represents and warrants that (a) it has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement; (b) it is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized, or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (c) it will materially comply with all applicable federal, state, and local laws and regulations applicable to the performance of its obligations hereunder; (d) it will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (e) the execution of this Agreement by such party does not violate any agreements,

rights, or obligations existing between such party and any third party. Partner further acknowledges that it has reviewed and understood the program disclosures concerning accreditation status and other matters in <a href="Exhibit B">Exhibit B</a>, which shall be expunged from the Agreement upon accreditation. NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.

#### 9. Limitation of Liability

EXCEPT FOR AMOUNTS OWED BY A PARTY PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

#### 10. Miscellaneous

- 10.1 Entire Agreement. This Agreement, together with the exhibits attached hereto, constitute the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, arrangements or understandings with respect to such subject matter. The terms and conditions of this Agreement will take precedence and will govern in the event of any inconsistent or conflicting terms in a purchase order, acknowledgement, confirmation or other document or instrument issued by either party (even if signed).
- 10.2 <u>Severability</u>. If any provision of this Agreement is determined by a court to be invalid or unenforceable, in whole or part, such determination will not affect any of the other provisions or the valid portion of a partially stricken provision, each of which will be construed and enforced as if such invalid or unenforceable provision or portion thereof was not contained herein.
- 10.3 <u>Independent Contractors</u>. The parties acknowledge and agree that they are dealing with each other as independent contractors and this Agreement does not create an agency, partnership, joint venture, or employment relationship. Neither party will act or have the power to act for or bind the other in any respect whatsoever or to make or expand any representations, warranties or guaranties of the other party.
- 10.4
- 10.5 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION AS BETWEEN THE PARTIES DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR DISPUTES RELATING HERETO. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- **10.6** Amendment; Waivers. Except as provided in Section 3, no term or condition of this Agreement may be amended, modified or waived without the prior written consent of the party against whom such amendment, modification or waiver will be enforced. Any waiver granted hereunder will be deemed a specific waiver relating only to the specific waiver relating only to the specific event giving rise to such waiver and not as a general waiver of any term or condition hereof.
- 10.7 <u>Benefits Only to Parties</u>. Nothing expressed by or mentioned in this Agreement is intended or will be construed to give any person, other than the parties and their successors or permitted assigns, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties and their respective successors and permitted assigns, and for the benefit of no other person.
- **10.8** <u>Statements.</u> Except as may be permitted per Section 5.1 above, Partner will not make any statements or representation regarding Chamberlain or its programs, policies, or services, nor develop for distribution any marketing materials on Chamberlain's behalf, except as otherwise permitted under the terms and conditions of this Agreement.
- Survival. The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein or therein which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. Without limitation of the foregoing, Sections 5, 6, 7, 8, 9 and 10 will survive termination or expiration of this Agreement.

- **10.10** Non-Exclusivity; Assignment. Nothing in this Agreement will be construed as preventing either party from entering into an agreement with other third parties for similar purpose(s) or services as set forth herein. Neither party may assign this Agreement without the prior written consent of the other party, which will not be unreasonably withheld.
- **10.11** Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

AGREED BY:

Chamberlain University	ARNEC
By: Ravil Herath	By: Kathy Sternel
FB7B63EF146D45B	6A1233B34AE94FE
Printed Name: Ranil Herath	Printed Name: Dr. Katlyn Steimel
THE V.D. Destroyalise & D. viver Destroyal	ADNICO Director of Nursing
Title: V.P. Partnerships & Business Development	Title: ARNEC Director of Nursing
2/5/2021 Date:	2/5/2021 Date:

#### **Exhibit A: Fee and Tuition Schedule**

#### 1. Fee and Tuition.

- a. Beginning the first academic session start following the Effective Date of this Agreement, Partner Students who enroll in and are admitted to one of the Chamberlain Programs identified below will receive:
  - i. a waiver of the application fee normally required by Chamberlain; and
  - ii. a reduction in the normal tuition charges for the program in the amount of the percentage shown in the table below ("Partner Tuition Reduction"). This reduction is subject to change at Chamberlain's sole discretion.
- b. Any Partner Student who was admitted and enrolled in any Chamberlain Program <u>prior</u> to the Effective Date may opt to receive the Partner Tuition Reduction at the start of such Partner Student's next full academic session beginning <u>after</u> the Effective Date; <u>provided</u>, <u>however</u>, that any such Partner Student will not receive the Partner Tuition Reduction or any related credits, repayments, refunds or pro rations for any money previously paid or due for any academic session that ended prior to, or was in progress at the time of, the Effective Date.
- c. The Partner Tuition Reduction applies only to tuition, and not to any other charges, fees, or assessments, including costs of supplies, books, and materials.
- d. Chamberlain may change its tuition rates at any time in its sole discretion and the Partner Tuition Reduction will be calculated on the relevant tuition rate in effect at that time. For current tuition and fees, please refer to <a href="http://www.chamberlain.edu/tuition">http://www.chamberlain.edu/tuition</a>. The offering, substitution, or cancellation of any program will be at Chamberlain's sole discretion.
- e. Note that certain tuition reduction opportunities cannot be combined with other tuition reduction options. To determine if they are eligible for additional tuition reduction opportunities, Partner Students should contact Chamberlain Student Services Advising.

Chamberlain Program	Partner Tuition Reduction
College of Nursing	
RN to BSN Option	10 %
Master of Science in Nursing (MSN)	10 %
Doctor of Nursing Practice (DNP)	10 %
College of Health Professions	
Master of Public Health (MPH)	10 %
Master of Social Work (MSW)	10 %

2. **Hyperlinks**. Please refer to <a href="https://www.chamberlain.edu/media/3371/catalog.pdf">https://www.chamberlain.edu/media/3371/catalog.pdf</a> for current admission requirements for all programs and <a href="https://www.chamberlain.edu/resources/academics/student-handbooks">https://www.chamberlain.edu/resources/academics/student-handbooks</a> for current student handbooks.

#### **Exhibit B: Program Disclosures**

#### **Program Disclosures for Master of Public Health (MPH)**

Accreditation of the MPH Program. Partner acknowledges that it has been informed about the accreditation status of the Program as follows:

- Chamberlain University is accredited by the Higher Learning Commission (<u>www.hlcommission.org</u>), a regional accreditation agency recognized by the U.S. Department of Education.
- Chamberlain University is an applicant for accreditation by the Council on Education for Public Health. The accreditation review will address the generalist Master of Public Health (MPH) degree program. Other degrees and areas of study offered by this institution will not be included in the unit of accreditation review. Council on Education for Public Health is located at 1010 Wayne Avenue, Suite 220, Silver Spring, MD 20910, www.ceph.org.
- Chamberlain's application for CEPH accreditation of the MPH program was accepted on October 7, 2017. While Future
  Accreditation is not guaranteed, if accreditation is granted, the date of initial accreditation will be the date on which the most
  recent extension of the applicant status was granted (currently October 7, 2019). The council assigns the date of initial
  accreditation during the council meeting at which the accreditation decision is made. Entry into the process and acceptance
  of an application are not a guarantee of initial accreditation.

#### **Program Disclosures for Master of Social Work (MSW)**

Accreditation of the MSW Program. Partner acknowledges that it has been informed about the accreditation status of the Program as follows:

- Chamberlain University is accredited by the Higher Learning Commission (<u>www.hlcommission.org</u>), a regional accreditation agency recognized by the U.S. Department of Education.
- Chamberlain University's Master of Social Work Program (MSW) has achieved Candidacy for Accreditation by the Council on Social Work Education's Commission on Accreditation (CSWE).
- Candidacy for a master's social work program by the Council on Social Work Education's Commission on Accreditation indicates that it has made progress toward meeting criteria for the assessment of program quality evaluated through a peer review process. A program that has attained Candidacy has demonstrated a commitment to meeting the compliance standards set by the Educational Policy and Accreditation Standards, but has not yet demonstrated full compliance.
- Students who enter programs that attain Candidacy in or before the academic year in which they begin their program of study will be retroactively recognized as having graduated from a CSWE-accredited program once the program attains Initial Accreditation. Candidacy is typically a three-year process and attaining Candidacy does not guarantee that a program will eventually attain Initial Accreditation. Candidacy applies to all program sites and program delivery methods of an accredited program. Accreditation provides reasonable assurance about the quality of the program and the competence of students graduating from the program.

Any updates to the accreditation status of the above programs will be posted on Chamberlain's website at <a href="https://www.chamberlain.edu/about/accreditation">https://www.chamberlain.edu/about/accreditation</a>.

These disclosures will be automatically expunged from the Agreement upon the program receiving accreditation.

#### **EXHIBIT C**

Cossatot Community College of the University of Arkansas
University of Arkansas Community College at Hope-Texarkana
University of Arkansas Community College at Morrilton
Arkansas State University-Newport
Ozarka College
Black River Technical Colege

South Arkansas Community College
University of Arkansas Rich Mountain

#### Memorandum of Understanding – Youth Services By and Between Employment & Training Services, Inc. (ETS, Inc.) And

#### Arkansas State University Newport Adult Education (Partner Agency)

Introduction: This Memorandum of Understanding (MOU) – Youth Services is entered into in accordance with the Workforce Innovation and Opportunity Act (WIOA). This agreement among the signature agencies and organizations describes how their resources will be utilized to better serve mutual customers in the Northeast Arkansas Workforce Development Area. It is understood that all parties of the MOU will work together to accomplish a shared goal of improving the quality of life for individuals through employment, training, and education.

Purpose of MOU - Youth Services: The purpose of this MOU is to ensure that Youth participating in the WIOA Youth Program in the Northeast Arkansas Workforce Development Area have access to the program element(s) listed below.

#### **Program Element**

Tutoring, study skills training, instruction, dropout prevention services
Alternative secondary school services or dropout recovery services
Leadership Development Opportunities – Citizenship Training, Life Skills Workshop, & Civic Engagement Activities
Financial Literacy Education
Postsecondary Preparation & Transition Activities

Through this MOU, the Partner Agency agrees to provide Youth program participants that are eligible for services through the program elements listed above upon ETS, Inc.'s service provider's referral.

**Duration:** This MOU shall remain in effect for five years from the date of signature or until cancelled by written agreement by the parties listed above, unless terminated by repeal of the WIOA, or otherwise by action of law, or in accordance with this section.

Either party may withdraw from this MOU by giving written notice of intent to withdraw at least 60 calendar days in advance of the effective withdrawal date. This MOU will be reviewed and adjusted as appropriate to reflect any changes. Any modification to this MOU must be made in writing.

Confidentiality: All parties to this agreement agree to the following:

- 1. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving, or sharing information.
- All parties must recognize the client-counselor communications must be protected and the need for privacy accommodated.
- 3. All other federal, state, and local confidentiality requirements will be adhered to,

Nondiscrimination and Equal Opportunity Provisions: All parties to this agreement assure that applicants, claimants, and participants shall not be discriminated against on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief as required under WIOA. All parties to this agreement will abide by all federal, state, and local requirements/provisions.

Cost Allocation Plan: All parties to this agreement do not share any office space/equipment and there are no shared costs. Any shared costs will be agreed to in writing.

Systematic Referral Process: All parties agree to the following:

- Refer customers as needed.
- Referral of customers does not guarantee services. WIOA services are dependent upon eligibility and availability of funds.
- The party making the referral will be responsible for follow-up.
- This document does not allow for charging costs to either party.

Standard of Quality Service: It is agreed that all parties will strive to achieve the following standard of quality service. All parties can expect:

- To be listed as a source for applicable referrals for services rendered to customers;
- To work in a safe and professional environment.

All customers (individuals and employers) can expect:

- Prompt and courteous service from the staff;
- Services designed to assist customers in achieving their educational and/or job placement goals, or unemployment insurance assistance;
- Access to job listings including job description, salary, location, and required experience/education, as appropriate;
- Unbiased and non-discriminatory pre-screening practices;
- Courteous service from staff and representatives.

Each party agrees to abide by the federal and state laws and regulations applicable to their individual programs.

**Signatures** 

Signature below indicates review and agreement with this Memorandum of Understanding for the Northeast Arkansas Workforce Development Area.

James Morgan, Program Manager of ETS, Inc.

Date

6/25/2020

John Kelly Ada

Director of Arkansas State University Newport Adult Education

CFO /ASU-Newport





#### MEMORANDUM OF UNDERSTANDING FOR ARTICULATION OF STUDENTS

#### **Central Methodist University**

#### AND

#### **Arkansas Rural Nursing Education Consortium**

#### **Associate of Science in Registered Nursing**

to

#### **Bachelor of Science in Nursing**

This Memorandum of Understanding ("Agreement") is entered into by and between the Central Methodist University (hereinafter, CMU), located at 411 Central Methodist Square, Fayette, MO 65248 and the Board of Trustees of the University of Arkansas for and on behalf of Arkansas Rural Nursing Education Consortium (hereinafter, ARNEC), located at 1558 US 371, Nashville, AR 71852.

Arkansas Rural Nursing Education Consortium Members are as follow:

- Arkansas State University Newport
- Black River Technical College
- Ozarka College
- South Arkansas Community College El Dorado
- University of Arkansas Community College Cossatot
- University of Arkansas Community College Hope/Texarkana
- University of Arkansas Community College Morrilton
- University of Arkansas Community College Rich Mountain

#### **PURPOSE**

The purpose of this Agreement is to facilitate the transfer and degree completion of students earning the Associate of Science in Registered Nursing at ARNEC to the Bachelor of degree Science in Nursing at CMU. Through collaborative efforts, CMU and ARNEC desire to provide clarity regarding the degree requirements herein, thereby affording students the opportunity to earn a high-quality degree from both institutions in the most efficient manner possible.





#### **AGREEMENT**

It is agreed that any student who has earned the Associate of Science in Registered Nursing at ARNEC will be admitted to the Bachelor of Science in Nursing at CMU with full junior classification, subject to the provisions listed below.

#### **ADMISSION AND GRADUATION REQUIREMENTS**

- A. The student will have earned the Associate of Science in Registered Nursing at ARNEC, with at least a 2.0 cumulative grade point average, on or after the Effective Date of this Agreement.
- B. The student must complete the requirements necessary for general admission to CMU.
- C. Degree Program admission requirement for students who transfer pursuant to this Agreement will be determined in the same manner as if their initial enrollment had been at CMU.

#### TRANSFER OF CREDITS

- A. Course requirements for this Agreement are displayed on the following attachment:
  - 2+2 Degree Plan Checklist: ARNEC Associate of Science in Registered Nursing to CMU Bachelor of Science in Nursing.
- B. A transfer student who has not completed all courses specified within the Associate of Science in Registered Nursing plan at ARNEC, as stipulated on the above-referenced degree checklist, before entering CMU, must work with an academic advisor to ensure timely completing of degree program requirements.
- C. Remedial course grades will not be computed in the cumulative GPA for purposes of admission to CMU.
- D. CMU will accept courses that are equivalent in rigor and content to its current curriculum in which a D or higher is earned unless a higher grade is required by the Nursing Program.
- E. CMU will accept up to 80 credit hours in transfer, with a maximum of 40 hours for nursing coursework
- F. Calculation of overall GPA for purposes of graduation and awarding of honors is left to the discretion of CMU.

#### **IMPLEMENTATION AND REVIEW**

A. The Chief Academic Officers at each institution will implement the terms of this Agreement, including incorporation of any mutually agreed upon changes into subsequent revisions of this Agreement, assuring compliance with UA System policy, procedure, and guidelines.

### Central Methodist

## ARNEC Arkenses Rural Nursing Education Consortium

#### UNIVERSITY

- B. This Agreement will be reviewed on an annual basis, and CMU and ARNEC will notify one another in a timely manner of any curriculum changes that would significantly impact the nature of this Agreement.
- C. CMU and ARNEC will work together cooperatively, in the best interest of affected students, to resolve any issues related to the transfer of courses should changes to either degree program occur while the Agreement is in effect.
- D. Students will be subject to the terms and conditions of this Agreement in accordance with their academic year of entry at Community College Short Title. A student may opt for a subsequent revision of this Agreement, but must meet all of the requirements specified therein.
- E. University Short Title and Community College Short Title will make every effort to inform students of this Agreement. This may include, but is not limited to, inclusion within each institution's website, university catalog, recruitment publications, media announcements, social media engagement, and in-person information sessions.

#### **MISCELLANEOUS**

- A. This Agreement is effective upon execution and shall remain in effect even if persons, positions, and/or title changes.
- B. The Agreement may be terminated by either party with at least 365 calendar days written notice.
- C. If the Agreement is terminated, all students who have already been admitted to CMU, in accordance with the terms of this Agreement, will be allowed to complete their approved course of study under the terms contained therein.

D.

In witness whereof, the parties hereto cause this Agreement to be executed:

**Central Methodist University** 

Arkansas Rural Nursing Education Consortium

Dr. Rita Gulstad

Date

Dr. Katlyn Steimel

Date

**Provost** 

**ARNEC Director**