

**ARKANSAS RURAL NURSING EDUCATION CONSORTIUM
AND ARKANSAS TECH UNIVERISTY**

MEMORANDUM OF AGREEMENT

I. STATEMENT OF PURPOSE

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between ARKANSAS RURAL NURSING EDUCATION CONSORTIUM, (Arkansas State University-Newport, Black River Technical College, Cossatot Community College of the University of Arkansas, Ozarka College, Rich Mountain Community College, South Arkansas Community College, University of Arkansas Community College at Hope, and University of Arkansas Community College at Morrilton). Hereinafter the ARNEC, and Arkansas Tech University (hereinafter the "University" or ATU), which have agreed to cooperate for the purpose of assisting licensed registered nurse graduates from the ARNEC 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 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 Program (hereinafter "Program"). Administration, management, and operation of the Program shall be the responsibility of the University.
2. All NURN 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 NURN courses. The University shall have full and complete ownership of all NURN courses and excusive 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 department head of the Arkansas Tech University Nursing Program. The criteria for making the determination of adequate space availability will be sufficient faculty to teach the course required for Program completion.

4. ARNEC graduates will be considered qualified applicants if they meet the following criteria:
 - a) Applicant must be a licensed registered nurse.
 - b) Applicant must have completed a minimum of 52 hours of general education/nursing pre-requisites with a 2.75 minimum grade point average in those 52 hours.
 - c) Applicant must present a letter from employer documenting work experience if over 12 months since graduation.
 - d) Applicant must submit all application documentation as required by the University.

GENERAL EDUCATION:

5. Program applicants have the option of taking the required general education/nursing pre-requisite 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 ARNEC (Addendum). The University shall have the exclusive right to determine the transferability of courses from colleges and universities other than ARNEC.
6. The School and the University are committed to student-friendly articulation practices.
7. The University is committed to working with recent and future ARNEC graduates that have completed general education requirements.

THE PROGRAM:

8. The University is committed to offering the Program in a web-based format with clinical experiences in the student's home community. The University expects minimum time from students on the University campus.

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.

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 ARNEC or the University, upon reasonable request, will have the right to visit the University or ARNEC at any time to review the curriculum and resources.

V. ACCREDITATION

The University is accredited by The Higher Learning Commission and is a member of the North Central Association of Colleges and Schools. The University Department of Nursing is Accredited by the National League for Nursing Accrediting Commission.

Each of the eight ARNEC consortium member colleges are accredited by The Higher Learning Commission and approved by the Arkansas State Board of Nursing.

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 **January 23, 2013 and end January 23, 2015**. Thereafter, this Agreement will be automatically renewed for successive periods of one year each unless written notice is provided to all parties prior to each annual review. In order to protect the interests of the University/and ARNEC students, this Agreement may not be terminated prior to the end of a school year by any 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 at the end of a school year upon occurrence of any of the following events:

- (1) By written mutual agreement of the parties hereto:
- (2) Destruction or damage to the University 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.

VIII. CHOICE OF LAW

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

Arkansas Tech University
Department of Nursing
402 West O Street
Russellville, AR 72801

Arkansas Rural Nursing Education Consortium
183 College Drive
De Queen, Arkansas 71832

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.

ARKANSAS RURAL NURSING EDUCATION CONSORTIUM

Signature:  Date: 4/19/13

Diana Arn
ARNEC Governing Board Chair

ARKANSAS TECH UNIVERSITY

Signature:  Date: 22 May 13

Robert C. Brown
President