

MEMORANDUM OF AGREEMENT

Between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES AND

ARKANSAS RURAL NURSING EDUCATION CON

I. STATEMENT OF PURPOSE

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences, College of Nursing (hereinafter the "UNIVERSITY"), and Arkansas Rural Nursing Educa (hereinafter "ARNEC"), which have agreed to cooperate for the purpose of assisting licensed graduates and current students from ARNEC 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 [ARNEC] students will be considered qualified applicants if they meet the following criteria:
 - a. Have successfully completed the [ARNEC] 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 [ARNEC] program.
 - c. Have completed a general education Speech requirement or are registered 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 [ARNEC] and who successfully complete the National Council Licensure Exam (NCLEX) RN exam.

5. [ARNEC] graduates will be considered qualified applicants if they meet the following criteria:
 - a. Have a 2.50 cumulative GPA.
 - b. Have successfully completed the [ARNEC] 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 [ARNEC] 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 [ARNEC] program and the UNIVERSITY are committed to student-friendly articulation practices. The [ARNEC] program and UNIVERSITY commit that the following general education courses which are taken as part of the [ARNEC] Associate Registered Nursing program will fulfill the corresponding general education requirements needed to enter the Program.

ARNEC	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

8. Upon entering the Program, students are required to complete the remaining general education courses prior to graduation from the UNIVERSITY: Chemistry, Social Sciences (9 hours), US History/American National Government, Fine Arts/Humanities (6 hours), College Algebra/Quantitative literacy, Nutrition, Intro to Statistics, Speech (oral communications/technical writing), Electives, and a Health Assessment class/continuing education course.
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.

ARNEC 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 ARNEC, 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. The UNIVERSITY College of Nursing is accredited by the Commission on Collegiate Nursing Education.

The ARNEC is approved through the Arkansas State Board of Nursing and

Enter the name of additional accrediting agencies.

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 1, 2019 and end on December 31, 2019 unless terminated by either party. Subject to the provisions of this Agreement, at the conclusion of the initial Term, this Agreement may renew for additional terms of one (1) year by mutual written consent of the parties prior to each January 1st. In order to protect the interests of the UNIVERSITY/ARNEC 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 January 1st upon occurrence of any of the following events:

- By written mutual agreement of the parties hereto;
- Destruction or damage to the UNIVERSITY/ARNEC buildings or their contents by fire, explosion, terrorism or natural disaster;
- 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.
- 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. FORCE MAJEURE

University shall not be liable for any delay in performance or any failure in performance of services under this Agreement caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of University, such as war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, or acts of any national, state or local government

(or any agency, subdivision or instrumentality thereof), judicial action, accident, fire, explosion, flood, storm or other act of God, and national shortage of fuel or raw materials, or interruption of telecommunications services.

X. RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

In accordance with Ark. Code Ann. §25-1-503, ARNEC hereby certifies to University that ARNEC (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this Agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that ARNEC breaches this certification, University may immediately terminate this Agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

XI. 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.

XII. 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:

Arkansas Rural Nursing Education Consortium C/ 1558 US Hwy 371 Nashville, AR 71852

UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES COLLEGE OF NURSING 4301 West Markham, Little Rock, AR 72205

UAMS General Counsel 4301 W. Markham, #860 Little Rock, AR72205 UAMS Contracts Administration 4301 W. Markham, #743 Little Rock, AR 72205

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Signature page to follow

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 Educaiton Consortium

Ruby D Johnson Date: May 21, 2019

Ruby Johnson Director

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES, COLLEGE OF NURSING

DocuSigned by:
Amanda George Date: 2/19/2019
Amanda George, CPA, MHSA
Vice Chancellor for Finance and Chief Financial Officer