

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 State University Newport

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 State University Newport (hereinafter "ASU Newport"), which have agreed to cooperate for the purpose of assisting licensed graduates and current students from ASU Newport Associate of Applied Science 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 ASU Newport students will be considered qualified applicants if they meet the following criteria:
- Have successfully completed the ASU Newport Associate Registered Nursing general education courses with a minimum of a "C" grade.
 - Have a 2.50 cumulative grade point average (GPA) in the ASU Newport program.
 - Have completed a general education Speech course or agree to register to take a Speech course while enrolled in the first UNIVERSITY nursing course.
 - Full admission status will be granted by the UNIVERSITY to students who graduate from ASU Newport and who successfully complete the National Council Licensure Exam (NCLEX) RN exam.
5. ASU Newport graduates will be considered qualified applicants if they meet the following criteria:
- Have a 2.50 cumulative GPA.
 - Have successfully completed the ASU Newport Associate Registered Nursing general education courses with a minimum of a "C" grade.
 - Have completed a general education Speech course or are enrolled in a Speech course.
 - 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 ASU Newport 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 ASU Newport program and the UNIVERSITY are committed to student-friendly articulation practices. The following general education courses are require for the UNIVERSITY:

UAMS College of Nursing BSN required prerequisites:	
4 hours	Chemistry & Lab
4 hours	Microbiology & Lab
8 hours	Anatomy & Physiology & Labs
3 hours	History (U.S. History or American Government)
6 hours	English Composition I & II

6 hours	Fine Arts/ Humanities (ex: logical reasoning, art, foreign language, philosophy or music)
9 hours	Social Science (ex: psychology, anthropology, economics, geography, sociology or history)
3 hours	Speech Communication (ex: oral communications or technical writing)
3 hours	College Algebra
3 hours	Introductory Statistics
3 hours	Nutrition
6 hours	Electives

8. Many of the general education courses have been completed by the student as required by the ASU Newport program. Upon entering the program, students are required to complete any remaining general education courses before graduation from the UNIVERSITY.
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.

ASU Newport 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 ASU Newport, upon reasonable request, will have the right to visit the UNIVERSITY or ASU Newport 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 ASU Newport is approved through 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 1, 2021 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 January 1st. In order to protect the interests of the

UNIVERSITY/ ASU Newport 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 December 31st, 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/ ASU Newport 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:

Arkansas State University Newport

7648 Victory Blvd, Newport, AR 72112

UNIVERSITY OF ARKANSAS FOR
MEDICAL SCIENCES COLLEGE OF
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.

Arkansas State University Newport

Signature: 

Date: 2/25/21

Holly Smith

Vice Chancellor for Academic Affairs

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

Signature: 

Date: 3/30/2021 | 10:08:39 EDT

Dr. Cam Patterson, MD., MBA
Chancellor

DocuSigned by:

Signature: 

Date: 3/25/2021 | 16:24:44 EDT

Patricia Cowan, PhD, RN, FAAN
Dean and Professor
College of Nursing