

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

BLACK RIVER TECHNICAL COLEGE

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 Black River Technical College (hereinafter the "College"), which have agreed to cooperate for the purpose of assisting licensed graduates and current students from the Black River Technical College Associate Degree Registered Nurse (RN) program to complete Bachelor of Science in Nursing (BSN) and Master of Nursing Science (MNSc) degree. A Bachelor of Science in Nursing (BSN) will be awarded congruently with the MNSc. It is the intent of the parties by entering into this Agreement to offer students an online degree option to increase the number of MNSc credentialed registered nurses in the state of Arkansas.

II. POINTS OF AGREEMENT

OWNERSHIP:

1. The UNIVERSITY shall have total ownership of the RN to MNSc 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 Black River Technical College students will be considered qualified applicants if they meet the following criteria:
 - a. Have successfully complete the general education courses with a grade minimum grade of "C" required by the Black River Technical College Associate Degree Registered Nurse program and are enrolled in or have completed the remaining general education courses required by the UNIVERSITY.
 - b. Have a 3.0 cumulative grade point average (GPA) in the Black River Technical College nursing program.
 - c. Full admission status will be granted by the UNIVERSITY to students who graduate from Black River Technical College and who successfully complete the National Council Licensure Exam (NCLEX) RN.

5. Graduates of Black River Technical College graduates will be considered qualified applicants if they meet the following criteria:
 - a. Have a 3.0 cumulative GPA.
 - b. Have successfully completed all required general education courses with a minimum grade of "C."
 - c. Hold an unencumbered RN license.

GENERAL EDUCATION:

6. Program applicants have the option of taking the remaining 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 Black River Technical College. 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.

6. The NAME OF INSTITUTION and the UNIVERSITY are committed to student-friendly articulation practices. The Black River Technical College and the UNIVERSITY and commit that the following general education college courses which are taken as part of the Black River Technical College Associate Degree Registered Nursing program will fulfill the corresponding general education requirements needed to enter the Program.

Credit Hours	University General Education Requirements
4	Chemistry & Lab
8	Anatomy & Physiology & Labs
4	Microbiology & lab

3	Nutrition
3	History (U.S. History or American Government)
9	Social Science (examples: psychology, anthropology, economics, geography, sociology, or history)
6	Fine Arts/ Humanities (examples: logical reasoning, art, foreign language, philosophy, or music)
6	English Composition I & II
3	Speech Communication (examples: oral communications or technical writing)
3	College Algebra
3	Introductory Statistics
6	Electives

8. The UNIVERSITY is committed to working with past, recent, and future School graduates that have general education requirements through accredited institutions of higher education, including those earned through advanced placement or high school-college pathway programs.

THE PROGRAM:

9. The UNIVERSITY is committed to offering the Program in an online format. The UNIVERSITY expects students to spend minimum time 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. Black River Technical College 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 Black River Technical College, upon reasonable request, will have the right to visit the UNIVERSITY or Black River Technical College at any time to review the curriculum and resources.

V. ACCREDITATION

The UNIVERSITY is accredited by The Higher Learning Commission. The nursing programs at the UNIVERSITY College of Nursing are accredited by the Commission on Collegiate Nursing Education (CCNE).

The Associate Degree Registered Nursing program at the Black River Technical College is 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 1, 2024**, and remain in full force and effect of an initial term of two (2) years (the "Term"). Subject to the provisions of this Agreement, at the conclusion of the initial Term, this Agreement may renew for additional terms of two (2) years by mutual written consent of the parties. In order to protect the interests of the UNIVERSITY/ Black River Technical College 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 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/ Black River Technical College 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. 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:

BLACK RIVER TECHNICAL COLLEGE
1410 Hwy 304 East
Pocahontas, AR 72455
ATTN: Dean Jason Linam

UAMS COLLEGE OF NURSING
4301 West Markham, Slot #529
Little Rock, AR 72205
ATTN: Dean Patricia Cowan

UAMS – Office of General Counsel
4301 West Markham, Slot #860
Little Rock, AR 72205

UAMS – Contracts Administration
4301 West Markham, Slot #743
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.

BLACK RIVER TECHNICAL COLEGE

Signature:  Date: 12-7-23
Jason Linam, MS, RRT, Dean of Nursing and Allied Health

UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES, COLLEGE OF NURSING

Signature:  DocuSigned by: Patricia Cowan Date: 12/6/2023 | 14:01:05 PST
Patricia A. Cowan, PhD, RN, FAAN; Dean, College of Nursing

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

Signature:  DocuSigned by: Tamara M. Thomas Date: 12/7/2023 | 09:48:20 EST
Tamara Thomas
Director, Contracts Administration