



**MEMORANDUM OF UNDERSTANDING  
TRANSFER ARTICULATION**

**UA-PULASKI TECHNICAL COLLEGE  
AND  
ARKANSAS STATE UNIVERSITY-JONESBORO**

**Associate of Applied Science  
and  
Bachelor of Applied Science in Organizational Supervision**

This Memorandum of Understanding ("Agreement"), entered into on \_\_\_ of August, 2018, ("Effective Date") by and between Arkansas State University-Jonesboro (hereinafter, "ASUJ"), located at 2105 Aggie Road, Jonesboro, Arkansas 72401, and the Board of Trustees of the University of Arkansas, acting for and on behalf of, UA-Pulaski Technical College (hereinafter "UA-PTC"), located at 3000 West Scenic Drive, North Little Rock, Arkansas 72104.

**PURPOSE**

The purpose of this Agreement is to facilitate the transfer and degree completion of students earning the Associate of Applied Science at UA-PTC to the Bachelor of Applied Science in Organizational Supervision. Through collaborative efforts, ASUJ and UA-PTC will provide clarity regarding the degree requirements herein, and afford 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 Applied Science at UA-PTC will be admitted to the Bachelor of Applied Science in Organizational Supervision at ASUJ in either the on-campus or A-State Online program with full junior classification, subject to the provisions listed below.

## **ADMISSION REQUIREMENTS**

- A. The student must complete the requirements necessary for general admission to ASUJ as well as specific admission to the ASUJ Bachelor of Applied Science in Organizational Supervision program.
- B. The student will have earned the Associate of Applied Science at UA-PTC.
- C. Degree program admission requirements for students who transfer pursuant to this Agreement will be determined in the same manner as if their initial enrollment had been at ASUJ.

## **TRANSFER OF CREDITS**

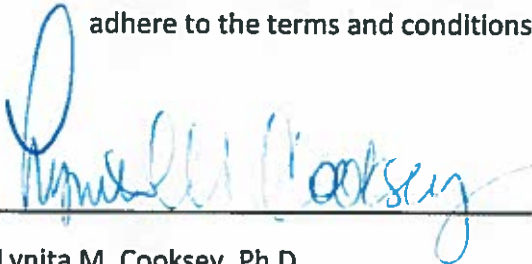
- A. Course requirements for this Agreement are displayed on the following attachments (see Appendix A). Students who have earned an Associate of Applied Science degree will be awarded 45 AAS Technical Professional Course hours.
- B. A transfer student who has not completed all of the courses specified within the Associate of Applied Science degree plan at UA-PTC, before entering ASUJ, must work with an academic advisor to ensure timely completion of degree program requirements.
- C. Current and updated copies of catalogs/curricular requirements for the ASUJ Bachelor of Applied Science in Organizational Supervision program will be available to UA-PTC online. Catalogs/Curricular requirements are available for both the on-campus and A-State Online programs.
- D. Remedial course grades will not be computed in the cumulative GPA for purposes of admission to ASUJ.

## **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 system policy, procedure and guidelines.
- B. This Agreement will be reviewed on an annual basis. Both ASUJ and UA-PTC agree to notify one another in a timely manner of any curriculum changes that would significantly impact the nature of this Agreement.
- C. ASUJ and UA-PTC 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 UA-PTC. A student may opt for a subsequent revision of this Agreement, but must meet all of the requirements specified therein.
- E. ASUJ and UA-PTC will make every effort to inform students of this Agreement. This may include, but is not limited to, inclusion within each institution's website, published 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 titles change.
- B. This Agreement may be terminated by either party with at least 90 calendar days written notice.
- C. In the event that the Agreement is terminated, no new students will be admitted to the program; however, all students who have already been admitted to ASUJ, in accordance with the terms of this Agreement, will be allowed to complete their approved course of study under the terms contained therein.
- D. This agreement shall become effective at the time that the Arkansas Department of Higher Education has been notified and approval has been granted.
- E. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student educational records. Each Party agrees to comply with FERPA.
- F. Both parties agree that the attached Exhibit A is a permanent part of this Agreement and will adhere to the terms and conditions as stated.



Lynita M. Cooksey, Ph.D.  
Provost and Vice Chancellor for Academic  
Affairs and Research  
Arkansas State University-Jonesboro

8/17/18  
Date

**Board of Trustees of the University of Arkansas,  
acting for and on behalf of, UA-Pulaski Technical College**



Margaret Ellibee, Ph.D.  
Chancellor  
UA-Pulaski Technical College

8-2-18  
Date



Marla Strecker, Ed.D  
Provost and Executive Vice Chancellor  
UA-Pulaski Technical College

8-3-18  
Date

Appendix A:

## AAS TO BAS IN ORGANIZATIONAL SUPERVISION

The following are courses that UA-PTC students must take to complete ASUJ's Bachelor of Applied Science in Organizational Supervision

UA-PTC	ASUJ
<b>General Education – 15 Hours (Approx)</b>	<b>General Education – 20 Hours (Approx)</b>
<b>Technical Block – 45 Hours</b>	<b>Core Requirements – 21 Hours</b>
	COMS 4243 Interpersonal Communication
	IDS 3013 Critical Thinking in the Profession
	IDS 4013 Seminar in Professional Development
	IDS 4023 Leadership in the Profession
	MGMT 3123 Principles of Management
	MGMT 3143 Human Resources Management
	MGMT 3153 Organizational Behavior
	<b>Professional Requirements – 24 Hours (Choose 8 Courses)</b>
	<b>Health Supervision</b>
	HP 4443 Healthcare Management
	HP 4543 Healthcare Service Delivery
	<b>General Supervision</b>
	COMS 4253 Intercultural Communication
	COMS 4263 Organizational Communication
	COMS 4373 Conflict Resolution
	MGMT 3163 Labor Relations and Collective Bargaining
	MGMT 3193 Social Impact Management
	MGMT 3613 Leadership
	MGMT 4143 Organizational Change and Development
	MGMT 4173 Compensation Management
	<b>Industrial Manufacturing</b>
	RET 3113 Fundamental Applications of Renewable Energy
	TECH 3773 Statistics
	TECH 3843 Manufacturing Materials and Processes
	TECH 3863 Industrial Safety
	TECH 4813 Operations Systems Research
	TECH 4823 Quality Assurance
	TECH 4883 Work Center Management

## Exhibit A

**RE: ADDENDUM TO AGREEMENT BETWEEN ASUJ ("THE PARTNER") AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND ON BEHALF OF, UA-Pulaski Technical College ("THE UNIVERSITY") DATED \_\_\_\_\_ ("THE AGREEMENT").**

1. **Liability**-Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

2. **Governing Law and Venue**-The laws of the State of Arkansas govern this Agreement. The place of execution and venue governing the Agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the Agreement shall be determined in Pulaski County, Arkansas.

3. **Sovereign Immunity**-The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to this Agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands or actions, the University agrees that: (a) it will cooperate with the Partner in the defense of any claim, demand or action brought against the Partner seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the Partner should the Partner present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the Agreement. Nothing in the Agreement between the Partner and the University shall be construed as a waiver of the University's sovereign immunity or the University's right to assert in good faith all claims and defenses available to it in any proceeding.

4. **Attorney's Fees**-Neither party shall be liable to the other for any payment of attorneys' fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the Agreement.

5. **Collection of Fees**-Pursuant to Arkansas Code Annotated § 19-11-224, no account or amount due under the Agreement shall be deemed past due and no right of collection, late fees, charges or interest shall accrue until after sixty (60) days past the date such account or amount is due and payable under the terms of the Agreement.

6. **Notice**-Notice to the University required or permitted by the Agreement shall be effective upon receipt. In addition to any notice provisions specified in the Agreement, all notices, requests and other communications required or permitted to be sent under the Agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System  
Attn: Office of General Counsel  
2404 North University Avenue  
Little Rock, Arkansas 72207-3608  
Fax: 501-686-2517

7. **Confidential or Proprietary Information**-To the extent any provision in the Agreement restricts dissemination of confidential or proprietary information by the University, it shall not be construed to prohibit disclosure of such information to comply with a request by valid subpoena, court order or other applicable law.

8. **Binding Arbitration**-Any agreement to submit to binding arbitration is canceled, superseded and revoked by this Addendum.

9. **Amendment to the Agreement**-To the extent any prior agreements, negotiations, representations or any provision of the Agreement, including, without limitation, the software license agreement and Accuplacer Program Manual, contradict or otherwise conflict with the terms or conditions of this Addendum, such provisions are canceled, superseded and revoked. The Agreement shall not be otherwise altered or amended other than an agreement in writing signed by the parties hereto.


10. **Technology Access**-The Partner acknowledges that when procuring a technology product or when soliciting the development of such a product, the Institution is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Partner expressly acknowledges that, if applicable, all products or services provided to the Institution pursuant to the Agreement and this Addendum meet the statutory requirements found in 36 C.F.R. § 1194.21 (software applications and operating systems) and 36 C.F.R. § 1194.22 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. If it is determined by the institution that the products provided by the Partner do not comply with applicable federal, state and local laws, statutory requirements and policies referenced in this Addendum, the institution has the right to immediately terminate the Agreement.

11. **Israel Boycott Prohibition**-In accordance with Ark. Code Ann. § 25-1-503,

Partner hereby certifies to University that Partner (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this [Agreement/PO/contract] 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 Partner breaches this certification, University may immediately terminate this [Agreement/PO/contract] without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.


Entered this 1st day of August, 2018.

**THE UNIVERSITY: University of Arkansas – Pulaski Technical College**

BY:   
Margaret Ellibee, Ph.D.  
Chancellor

DATE: 8-10-18

**THE PARTNER: Arkansas State University-Jonesboro**

BY:   
Lynita Cooksey, Ph.D.  
Provost and Vice Chancellor for Academic Affairs

DATE: 8/17/18