



**MEMORANDUM OF UNDERSTANDING
TRANSFER ARTICULATION**

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

**Associate of Science in Business
and
Bachelor of Science in Computer and Information Technology**

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 Science in Business at UA-PTC to the Bachelor of Science in Computer and Information Technology. 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 Science in Business at UA-PTC will be admitted to the Bachelor of Science in Computer and Information Technology at ASUJ 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 Science in Computer and Information Technology program.
- B. The student will have earned the Associate of Science in Business 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

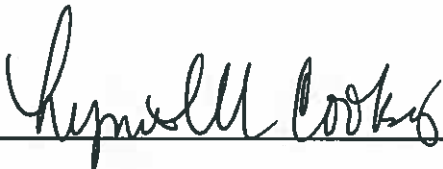
- A. Course requirements for this Agreement are displayed on the following attachments (see Appendix A).
- B. A transfer student who has not completed all of the courses specified within the Associate of Science in Business degree plan at UA-PTC, before entering ASUJ, must work with an academic advisor to ensure timely completion of degree program requirements.
- C. Current and updated copies of catalogs/curricular requirements for the ASUJ Bachelor of Science in Computer and Information Technology program will be available to UA-PTC online.
- D. Remedial course grades will not be computed in the cumulative GPA for purposes of admission to ASUJ.
- E. Calculation of overall GPA for purposes of graduation and awarding of honors is left to the discretion of 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

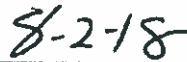


Date

**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



Date



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



Date

Appendix A:

Course equivalencies between UA-Pulaski Technical College and Arkansas State University – Jonesboro

UA-PTC Courses

English Composition

ENGL 1311 English Composition I
ENGL 1312 English Comp II
SPCH 1300 Speech Communications

Mathematics

MATH 1302 College Algebra
MATH 1308 Business Calculus

Life Science

BIOL 1401 Biological Science

Physical Sciences

PHYC 1401 Physical Science

U.S. History/Government

HIST 2311 U.S. History to 1877 OR
HIST 2312 U.S. History since 1877 OR
POLS 1310 American National Government

Social Sciences

Choose 6 hours

SOCI 2300 Introduction to Sociology
HIST 1311 History of Civilization I
HIST 1312 History of Civilization II
HIST 2311 U.S. History to 1877
HIST 2312 U.S. History since 1877
POLS 1310 American National Government

World Literature

ENGL 2337 World Lit from the Beginning to 1650
OR
ENGL 2338 World Lit from 1650 to the Present

Humanities

THEA 2300 Introduction to Theater OR
MUSC 2300 Introduction to Music OR
ARTS 2300 Introduction to Visual Art

Business Core

ACCT 2310 Principles of Accounting I
ACCT 2330 Principles of Accounting II
BUS 1403 Microcomputer Applications I
ECON 2323 Principles of Macroeconomics

ASUJ Courses

ENG 1003 Composition I
ENG 1013 Composition II
COMS 1203 Oral Communication

MATH 1023 College Algebra
MATH 2143 Business Calculus

BIOL 1003/1001 Biological Science/Lab

PHSC 1203/1201 Physical Science/Lab

HIST 2763 The United States to 1876
HIST 2773 The United States Since 1876
POSC 2103 Intro to US Government

SOC 2213 Introduction to Sociology
HIST 1013 World Civilization to 1660
HIST 1023 World Civilization Since 1660
HIST 2763 The United States to 1876
HIST 2773 The United States Since 1876
POSC 2103 Intro to US Government

ENG 2003 World Literature to 1660

ENG 2013 World Literature Since 1660

THEA 2503 Fine Arts Theatre
MUS 2503 Fine Arts Music
ART 2503 Fine Arts Visual

ACCT 2033 Introduction to Financial Accounting
ACCT 2133 Introduction to Managerial Accounting
CIT 1503 Microcomputer Applications
ECON 2313 Principles of Macroeconomics

UA-PTC Courses

ECON 2322 Principles of Microeconomics

BUS 2633 Legal Environment of Business

MATH 2320 Introduction to Statistics and
Probability

BUS 1243 Business Communications

ASUJ Courses

ECON 2323 Principles of Microeconomics

LAW 2023 Legal Environment of Business

ECON 2113 Business Statistics I*

BCOM 2563 Business Communications

*ECON 2113 will be substituted with STAT 3233 Applied Statistics I

ASU- JONESBORO COURSES

The following are courses that UA-PTC students must take to complete ASU's Bachelor of Science in Computer and Information Technology

College of Business Core Requirements: (18 hours)

CIT 3013 Management Information Systems (*Grade of "C" or better*)

CIT 3523 Operations Management

FIN 3713 Business Finance

MGMT 3123 Principles of Management

MGMT 4813 Strategic Management

MKTG 3013 Marketing

Major Requirements (36 hours)*

CIT 2033 Programming Fundamentals

CIT 2523 Telecommunications and Networking Essentials

CIT 3033 Intermediate Programming

CIT 3353 Mobile and Web Development

CIT 3403 Database Management

CIT 3413 Advanced Database Management

CIT 3603 Systems Analysis and Design

CIT 4453 Global E-Commerce

CIT 4523 Advanced Network Telecommunications

CIT 4623 Computer Security

CIT 4653 Data Capture

CIT 4853 IT Project Management

Electives (4 hours)

*Due to rotation all courses may not be available every term

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.

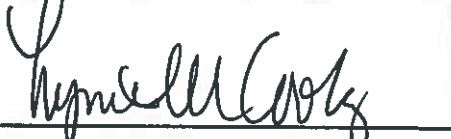
Entered this 1st day of August, 2018.

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