

**NATIONAL PARK COMMUNITY COLLEGE**

**AND**

**ARKANSAS TECH UNIVERSITY**

**MEMORANDUM OF AGREEMENT**

**I. STATEMENT OF PURPOSE**

This Memorandum of Agreement (hereinafter "Agreement") is made and entered into by and between National Park Community College (hereinafter "NPCC"), and Arkansas Tech University (hereinafter the "University" or "ATU"), which have agreed to cooperate for the purpose of assisting NPCC graduates to complete a Bachelor of Science Mechanical Engineering (BSME) degree to improve the economic employment opportunities to citizens with a bachelor's degree in the State of Arkansas.

**II. POINTS OF AGREEMENT**

**OWNERSHIP:**

1. The University shall have total ownership of the Bachelor of Science Mechanical Engineering degree (hereinafter "Program"). Administration, management, and operation of the Program shall be the responsibility of the University.

**APPLICATION AND ADMISSION:**

1. Students will apply to the program through the University, which has exclusive responsibility for admission to the Program, and must meet all criteria required of undergraduate applicants.
2. The University reserves the right to refuse admission to any student as permitted or required by law.

**TRANSFER**

1. Satisfactory completion of an Associate of Science in Engineering degree designed for transfer (the degree includes the minimum of the 35-hour state general education core) will be accepted as satisfying the University general education or core requirements. A student who holds an Associate of Science in Engineering and has completed courses required for the specific area of concentration (as described in addendum 1) with at least a 2.00 cumulative GPA

will be accepted for transfer into that area of concentration with junior classification, subject to the following conditions:

- a) Remedial grades will not be computed in the cumulative grade point average for purposes of admission to ATU.
  - b) All courses taken to satisfy the AS degree in Engineering at NPCC must have a grade of "C" or higher in order for the credits to transfer to ATU for articulation to transfer into the Program.
  - c) National Park Community College will make every effort to inform students of the transferability of the AS in Engineering degree to ATU. Statement about this partnership agreement will also appear in the NPCC catalog and on the NPCC website.
2. Both institutions will notify the corresponding institution in a timely manner any substantial change in their curriculum which might affect this agreement.
  3. Arkansas Tech University will provide NPCC with current copies of catalogs/curriculum requirements as they are made available.
  4. National Park Community College will provide ATU with current copies of catalogs/curriculum requirements as they are made available.
  5. Information regarding transfer scholarships will be made available to students while attending NPCC.
  6. As new courses are offered or existing courses revised at either NPCC or ATU which pertain to this agreement, notification should be made and articulation efforts will be explored and implemented where feasible.

### **III. INDEPENDENT CONTRACTOR**

The Parties to this agreement are independent contractors, and neither party's 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.

### **IV. QUALITY ASSURANCE**

The two parties shall work together harmoniously to assure that standards are upheld and students receive the best education possible. Officials and faculty of NPCC or ATU, upon reasonable request, will have the right to visit ATU or NPCC at any time to review the curriculum and resources.

## **V. ACCREDITATION**

The University is accredited by the Higher Learning Commission and is a member of the North Central Association of Colleges and Schools.

National Park Community College is accredited by the Higher Learning Commission and is a member of the North Central Association of Colleges and Schools.

## **VI. ASSIGNMENT AND ENTIRE AGREEMENT**

This agreement contains the entire agreement of all parties hereto, and no oral or written agreement shall be on the parties hereto. This agreement may not be amended or otherwise modified, unless agreed by all parties, in writing. This agreement supersedes all other agreements, contracts, understandings, representatives, whether written or otherwise, between the parties relating to the subject matter hereof.

## **VII. TERM AND TERMINATION**

The initial terms of this Agreement shall begin July 1, 2015, and end June 30, 2016. Thereafter, this Agreement will be automatically renewed for successive periods of one year each unless written notice is provided to all parties prior to each April 1. In order to protect the interest of ATU/NPCC students, this Agreement may not be terminated prior to the end of a school year by any party. In event of the termination of the Program, at the end of the 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 the following events:

- (1) By written mutual agreement of the parties hereto.
- (2) Destruction or damage to University or NPCC buildings or their content by fire, explosion, terrorism, or natural disaster.

- (3) The occurrence of any contingency or happenings of any other event or series of events or contingencies resulting in the University or NPCC being deprived of sufficient funds to enable it to operate successfully.
- (4) This Agreement is effective only under the condition that both institutions maintain current accreditation by a regional accrediting institution as recognized by the U.S. Department of Education. In the event that an institution loses its accreditation, this Agreement will terminate immediately.
- (5) Change in applicable law.

**VIII. CHOICE OF LAW**

All notices required to be sent hereunder shall be deemed sufficient if in writing and if personally delivered or if mailed by the United States Mail, postage prepaid to:

Arkansas Tech University  
Office of the President  
1509 N. Boulder Ave.  
Russellville, AR 72801-2222

National Park Community College  
Office of the President  
101 College Drive  
Hot Springs, AR 71913

NATIONAL PARK COMMUNITY COLLEGE

  
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03/19/2015

Date: \_\_\_\_\_

Dr. John Hogan, President  
National Park Community College

ARKANSAS TECH UNIVERSITY

  
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Date: 3.19.15

Dr. Robin Bowen, President  
Arkansas Tech University