

**TENNESSEE BOARD OF REGENTS  
ARTICULATION / TRANSFER AGREEMENT**

**Between**

**Motlow State Community College and TCAT Shelbyville**

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Articulation/Transfer Agreement

Attachment A, Program of Study

**Articulation/Transfer Agreement  
between  
Motlow State Community College and TCAT Shelbyville**

**THIS ARTICULATION AGREEMENT** (the “Agreement”) is entered into on June 23, 2021 by and between Motlow State Community College and TCAT Shelbyville. The parties desire to enter into a contract pursuant to which students of TCAT Shelbyville will be eligible for articulated course credits at Motlow State Community College, according to the terms contained in this Agreement.

**ACCORDINGLY**, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Description of Articulation Program.**

- a. Definitions. Articulation criteria is defined in Attachment A.
  
- b. Purpose. The purpose of this Agreement is to facilitate the transfer of TCAT Shelbyville students to Motlow State Community College; to provide specific advisement for TCAT Shelbyville students who intend to transfer to Motlow State Community College; and, to encourage academic and administrative coordination between the institutions in the following program:  
  
Attachment A, “Program of Study”
  
- c. Annual Review. This Agreement will be subject to annual review by representatives of each institution. Any recommendations for revisions will be made in writing and reviewed by each institution’s respective Chief Academic Officer or their designees. The articulation requirements of this Agreement may only be amended in the form of an amendment signed by authorized representatives of the parties and the Tennessee Board of Regents.
  
- d. Program of study changes by either institution can be incorporated into this Agreement by written amendment, as agreed by both parties.
  
- e. Admission requirements. Students wishing to transfer credits to Motlow State Community College must meet the admissions requirements for Motlow State Community College, and the parties acknowledge and agree that Motlow State Community College reserves the right to reject any such student’s admission to Motlow State Community College, in accordance with its standard policies and procedures. These students must also provide an official transcript of courses completed. If admitted, the students shall become subject to all Motlow State Community College policies, procedures and rules.

- f. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
- g. Promotion. Both parties agree to use commercially reasonable efforts to promote, publicize and advertise to its faculty, staff, alumni, students and potential students the opportunities contemplated by this Agreement.
- h. Liaisons. Each party shall designate a representative to serve as its liaison in all matters arising under this Agreement, and shall furnish in writing the name of each representative to the other party.

**2. Term and Termination.**

- a. Term. This Agreement will be effective from the date of final signature below, (the “Effective Date”), until terminated in writing sixty (60) days prior to the end of the next admissions application and review period by either party. It is agreed that if terminated, both institutions will honor the terms of the Agreement until the end of the next admissions application and review period of sixty (60) days.
- b. Post-Termination. Upon termination of this Agreement for any reason, TCAT Shelbyville students previously accepted by or admitted to Motlow State Community College shall continue to receive the benefits contemplated by this Agreement until such time such students have completed their coursework or have otherwise withdrawn.

**3. Miscellaneous.**

- a. Non-Discrimination. Both parties shall abide by all applicable Federal and State law pertaining to discrimination and hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of both parties on the grounds of classifications protected by Federal or State law.
- b. Binding agreement. This Agreement shall not be binding upon the parties until it is approved by the president or designee and the Tennessee Board of Regents.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law’s provisions.
- d. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice.)

For: Motlow State Community College  
Address: P.O. Box 8500 Lynchburg, TN 37352-8500  
Attention: Dr. Michael Torrence

For: TCAT Shelbyville  
Address: 1405 Madison Street, Shelbyville, TN 37160  
Attention: Dr. Laura Monks

- e. Waivers. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance.
- f. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- g. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile and PDF signatures shall be considered equivalent to original signatures.
- h. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- i. Confidentiality of Records. All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g) and its regulations.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

**Motlow State Community College**

**TCAT Shelbyville**

DS HT	DocuSigned by: <b>Michael Torrence</b>	2021-06-25   3:19 PM	DS Laura Monks	DocuSigned by: <b>Laura Monks</b>	2021-06-25   8:16 AM
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**Approved: Tennessee Board of Regents**

DocuSigned by: <b>Flora W. Tydings</b>	2021-06-28   1:29 PM	CDT
DAC9BC19C440409... Flora Tydings, Chancellor Tennessee Board of Regents	Date	DS Flora W. Tydings

**Program Area: Business Office****ATTACHMENT A**

Awarding of College Credit to Administrative Office Technology  
graduates from Tennessee College of Applied Technology  
Shelbyville to an A.A.S. in Business, Business Office  
Concentration

<b>Industry Certification or TCAT Course</b>	<b>Credit Hours</b>	<b>Course Title</b>
Oracle Database Foundations#1Z0-006* OR Microsoft Office Specialist (MOS) Access*	3	CITC 1303 - Database Concepts
Microsoft Certification Application Specialist	3	CITC 1306 - Microsoft Word
MCAS Excel*d* OR MOS Excel*d*	3	CITC 1307 - Intro to Spreadsheets
MCAS Word* AND MCAS Excel* AND MCAS PowerPoint* OR MOS in each of these	3	INFS 1010 - Computer Applications
Certified Administrative Professional	12	ADMN 1308 - Office Procedures BUSN 1310 - Business Communications BUSN 1305 - Intro to Business CITC 1306 - Word Processing
AOT 1030 - Keyboarding	3	Can Challenge ADMN 1302
AOT 1040 - Office Procedures	3	Can Challenge ADMN 1308
AOT 3010 - Business Communications	3	Can Challenge BUSN 1310
AOT 3050 - Accounting	3	Can Challenge ACCT 1010
<b>Maximum Credits</b>	<b>27</b>	<b><i>Some have multiple means of obtaining credit listed above</i></b>

**Program Area: Cyber Defense****ATTACHMENT A**

Awarding of College Credit to Information Technology and  
Infrastructure Management graduates from Tennessee College  
of Applied Technology Shelbyville to an A.A.S. in Computer  
Information Technology, Cyber Defense Concentration

<b>Industry Certification</b>	<b>Credit Hours</b>	<b>Course Title</b>
Introduction to Computing: Dantes Exam*	3	CITC 1301 - Introduction to Programming and Logic
CompTIA Network+	3	CITC 1302 - Intro to Networking
Oracle Database Foundations#1Z0-006* OR Microsoft Office Specialist (MOS) Access*	3	CITC 1303 - Database Concepts
CompTIA A+*	6	CITC 1321 - A+ Hardware AND CITC 1322 - A+ Software
CompTIA Linux+*	3	CITC 1332 - UNIX/Linux Operating System
Security+*	3	CITC 2326 - Network Security
MCAS Word* AND MCAS Excel* AND MCAS PowerPoint* OR MOS in each of these	3	INFS 1010 - Computer Applications
Challenge Exam	3	Can Challenge CITC 1303 – Database Concepts
Challenge Exam	3	Can Challenge CITC 1351 – Principles of Information Assurance
Challenge Exam	3	Can Challenge CITC 2352 – Digital Forensic
<b>Maximum Credits</b>	<b>30</b>	<b>While the total of all PLA credit options listed is 36, state legislation limits the total by all means of PLA to 30 credit hours.</b>

**Program Area: Medical Office****ATTACHMENT A**

Awarding of College Credit to Administrative Office Technology  
graduates from Tennessee College of Applied Technology  
Shelbyville to an A.A.S. in Business, Medical Office  
Concentration

<b>Industry Certification or TCAT Course</b>	<b>Credit Hours</b>	<b>Course Title</b>
MCAS Excel* OR MOS Excel*	3	CITC 1307 - Intro to Spreadsheets
MCAS Word* AND MCAS Excel* AND MCAS P * OR MOS l b f h	3	INFS 1010 - Computer Applications
Certified Electronic Health Records Specialist (CEHRS)	3	ADMN 2304 – Intro to Electronic Health Records
Certified Administrative Professional – <i>Note CITC 1306 is not in the Medical Office Program</i>	12	ADMN 1308 - Office Procedures BUSN 1310 - Business Communications
AOT 1030 Keyboarding	3	BUSN 1305 I B I Can Challenge ADMN 1302
AOT 3080 Medical Terminology	3	Can Challenge ADMN 1306
AOT 1040 Office Procedures	3	Can Challenge ADMN 1308
AOT 3100 Intro to Medical Insurance	3	Can Challenge ADMN 2313
AOT 3110 Electronic Health Records	3	Can Challenge ADMN 2304
AOT 3010 Business Communications	3	Can Challenge BUSN 1310
<b><i>Maximum Credits</i></b>	<b><i>30</i></b>	<b><i>Some above have multiple means of obtaining credit</i></b>