



Community College Academic Contract Routing Confirmation Review and Approval

TENNESSEE BOARD OF REGENTS
OBF-PURCH-CC-ACADEMIC Revision: 6/2/2016

Date Logged	03/06/19
Institution Contract Number	030619TCATL
TBR Contract Number	107273

Rush? no	Justification
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Institution	Motlow State Community College
Contractor	TCAT Livingston
Purpose	Articulation Agreement

The signatures below indicate the attached contract has been reviewed and is recommended for approval

STEP 1: INSTITUTION APPROVALS

Originator	DocuSigned by: <i>Camilla Stafford</i>	2019-03-06 3:50 PM CST
Department Approval	DocuSigned by: <i>Melody Edmonds</i>	2019-03-06 3:54 PM CST
Institution's Purchasing and/or Contracts Office	DocuSigned by: F5DD5ED95FD444A...	

STEP 2: TBR APPROVAL

Academic Affairs	DocuSigned by: <i>Fancy Schutte</i>	2019-03-19 10:53 AM CDT
Contracts and Reporting	DocuSigned by: <i>Rick Pence</i>	2019-03-19 11:40 AM CDT
General Counsel	DocuSigned by: <i>Wayne Pugh</i>	2019-03-19 12:02 PM CDT

STEP 3: THE AGREEMENT WILL BE FORWARDED TO APPROPRIATE VICE CHANCELLOR FOR REVIEW AND APPROVAL.

Comments:
Validation code: 7b086495

107273

Date Received by TBR: _____

Contract Number: _____
(TBR internal use only)

TENNESSEE BOARD OF REGENTS CONTRACT SUMMARY SHEET

If contract is submitted less than two (2) weeks before the effective date (1 month required for complex contracts), provide an explanation of the delayed submission: _____

1. Institution/System Office: Motlow State Community College Phone: 931-668-7101

Direct Contract Questions to: Melody Edmonds Fax: 931-393-1967 Email: medmonds@mscc.edu

2. Contract with: TCAT Livingston Address: 740 Hi Tech Dr; Livingston, TN 38570

Contact Person: Dr. Myra West Phone: 931-823-5525

3. Purpose of Contract (include type – i.e. Dual Service, Clinical, etc.):
Articulation Agreement

4. This contract is (check all that apply):

- Drafted by TBR (School)/not Standard Form
- TBR Standard Form Agreement
- Renewal of an Existing Contract
- Modification of Existing or Form Contract
- Software License Agreement
- Vendor Generated Contract
- Vendor Contract with Amendment
- Contract includes Confidential Research Agreement

COPY OF AGREEMENT BEING AMENDED, EXTENDED OR PREVIOUS CONTRACT ATTACHED FOR REFERENCE AS WELL AS ANY EXHIBITS.

5. Contract Terms:
Term (i.e. 7/1/16 – 6/30/17, 1 year from execution, etc.): date of signature until terminated

Possible Number of Renewals: 0 Lease: yes no Type: Revenue or Expenditure No Co

Payment Frequency: _____ Amount per Year: _____ Total Amount (w/possible renewals): _____

6. If this contract is a result of an RFQ/RFP, is the contract available for system-wide use: yes no

7. Check one: Competitive Process Non-Competitive Process* Grant: yes no
* If competitive process is not used, attach supporting documentation, including the non-competitive justification form
Select One

8. Non-Debarment Verification (www.sam.gov): yes no Date Verified: _____ 9. Ethnicity Code: _____

10. Contract Monitor (individual responsible for ensuring receipt of goods/services): Melody Edmonds
Frequency of monitoring (monthly, quarterly, semi-annually or annually): annually

Signature of Institution/Central Office official certifying that he/she has read this Contract and recommends its approval.

DocuSigned by:
Melody Edmonds
F5DD5ED95FD444A... **Signature (Department)**

Signature of Institution/Central Office official certifying compliance with TBR Purchasing Procedures:

DocuSigned by:
Rick Pence
18AD8F8D... **Signature (Purchasing/Contracts Officer)**

Form Completed by: Camilla stafford Date: 2019-03-06 | 3:50 PM CST  (TBR 03/17/16)

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

Between

Motlow State

Community College

and

TCAT - Livingston

Contents

Articulation/Transfer Agreement

Attachment A, Program of Study

Articulation/Transfer Agreement between
Motlow State
Community College and
TCAT - Livingston

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on February 28, 2019 by and between Motlow State Community College and TCAT - Livingston. The parties desire to enter into a contract pursuant to which students of TCAT - Livingston 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 - Livingston students to Motlow State Community College; to provide specific advisement for TCAT - Livingston 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 - Livingston 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 laws 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

For TCAT - Livingston

Address: P.O. Box 8500 Lynchburg, TN 37352-8500
Attention: Dr. Michael Torrence

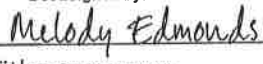
Address: 740 Hi Tech Dr, Livingston, TN 38570
Attention: Dr. Myra West

- 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 - Livingston


DocuSigned by:


 Title: SDD5ED95FD444A... Date: 2019-04-03 | 1:51 PM CDT
 Melody Edmonds, Interim VP
 Academic Affairs

DocuSigned by:


 Title: 2963363B640419... Date: 2019-03-31 | 4:15 PM CDT
 Myra West, President

Approved: Tennessee Board of Regents

DocuSigned by:


 Title: 33FA705092204801 Date: 2019-04-03 | 6:10 PM CDT
 Flora Tydings, Chancellor
 Tennessee Board of Regents

Industry Certification Credits & TCAT Articulation Business Office Concentration

Attachment A

Industry Certification or TCAT Course	Credit Hours	Course Equivalency
Oracle Database Foundations#1Z0-006* OR Microsoft Office Specialist (MOS) Access*	3	CITC 1303 Database Concepts
Microsoft Certification Application Specialist (MCAS) Word* OR MOS Word*	3	CITC 1306 Microsoft Word
MCAS Excel* OR MOS Excel*	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
<i>Maximum Credits</i>	<i>27</i>	<i>Some have multiple means of obtaining credit listed above</i>

Industry Certification Credits Cyber Defense Concentration

Attachment A

Industry Certification	Credit Hours	Course Equivalency
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
CITC 1303 Database Concepts	3	Can Challenge CITC 1303
CITC 1351 Principles of Information Assurance	3	Can Challenge CITC 1351
CITC 2352 Digital Forensic	3	Can Challenge CITC 2352
Maximum Credits	30	<i>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.</i>

Industry Certification Credits & TCAT Articulation Medical Office Concentration

Attachment A

Industry Certification or TCAT Course	Credit Hours	Course Equivalency
MCAS Excel* OR MOS Excel*	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 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 BUSN 1305 Intro to Business CITC 1306 Word Processing
AOT 1030 Keyboarding	3	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
<i>Maximum Credits</i>	<i>30</i>	<i>Some above have multiple means of obtaining credit</i>