

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

Between

Motlow State Community College

and

TCAT Covington

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Articulation/Transfer Agreement

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Articulation/Transfer Agreement
between
Motlow State Community College and
TCAT Covington

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on May 20, 2021 by and between Motlow State Community College and TCAT Covington. The parties desire to enter into a contract pursuant to which students of TCAT Covington 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 Covington students to Motlow State Community College; to provide specific advisement for TCAT Covington 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 Covington 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 Covington
Address: 1600 Hwy 51 South, Covington, TN 38019
Attention: Dr. Youlanda Jones

- 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 Covington

DocuSigned by:
Michael Torrence
Title: SF16EC71E891469...
Date: 2021-07-29 | 9:37 AM EDT

DocuSigned by:
Youlanda Jones
Title: A5CCA75024F4D4...
Date: 2021-07-29 | 12:32 PM

Approved: Tennessee Board of Regents

DocuSigned by:
Flora W. Tydings
Title: DA198C190744010A
Date: 2021-08-02 | 7:27 AM CDT

Dr. Flora Tydings, Chancellor
Tennessee Board of Regents

(A.A.S) Entrepreneurship with Digital Agronomy Concentration

TCAT COURSE	HOURS	COURSE EQUIVALENCY
Plant Science and Crop Production	3	Can challenge AGRI 1030 Introduction to Plant Science
Principles of Farm Management	3	Can challenge AGRI 1010 Intro to Agriculture Business
Soil Science	3	Can challenge AGRI (DAGR) 1070 Soil Science
FAA Drone Pilot License	3	AGRI (DAGR) 1320 GIS Mapping
Pest and Weed Identification	3	Can challenge AGRI (DAGR) 2030 Pest and Weed Identification
Regenerative Ag	3	Can challenge AGRI (DAGR) 2040 Regenerative Ag
Intro to Precision Ag	3	Can challenge AGRI (DAGR) 3020 Intro to Precision Ag
Crop Quality and Storage	3	Can challenge AGRI (DAGR) 3030 Crop Quality and Storage
Irrigation and Water Management	3	Can challenge AGRI (DAGR) 3040 Irrigation and Water Management