

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

Between

Motlow State Community College and KTECH

Contents

Articulation/Transfer Agreement

Attachment A, Program of Study

Articulation/Transfer Agreement

Between

Motlow State Community College and KTECH

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on 12 July 2021 by and between Motlow State Community College and Kids To Love (herein after referred to as KTECH). The parties desire to enter into a contract pursuant to which students of KTECH 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 KTECH students to Motlow State Community College; to provide specific advisement for KTECH 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 a review every second year from the date of signing 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, KTECH 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 Chancellor 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.)
- e. PLA Limits. The maximum amount of advanced credit allowed from all advanced credit sources, which includes Advanced Placement Examination Program Credit, is 30 credit hours for graduation.
- f. 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.

For: Motlow State Community College

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

For: KTECH

Address: 140 Castle Drive, Madison, AL 35758
Attention: Lee Marshall

- g. 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.
- h. 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.
- i. 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.
- j. 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

KTech

DocuSigned by: <i>Michael Torrence</i>	2021-07-28 1:28 PM PDT	DocuSigned by: <i>Lee Marshall</i>	2021-07-28 1:35 AM CDT
Dr. Michael Torrence President	Date:	Lee Marshall CEO	Date:

Approved: Tennessee Board of Regents

DocuSigned by: <i>Flora W. Tydings</i>	2021-08-02 7:30 AM CDT
Flora Tydings, Chancellor Tennessee Board of Regents	Date:

Attachment A, Program of Study

Motlow Articulation Courses	Course Number	Semester Hour Credits	KTECH Articulation Courses	KTECH Course Number	Course Length	Methodology for Assessment
Electrical Components	MECH 1310	3	Electrical Components	MECH 1100	16 Weeks	Certificate Siemens SMSCP Level 1
Mechanical Components and Electrical Drives	MECH 1320	3	Mechanical Components and Electrical Drives	MECH 1200	16 Weeks	Certificate Siemens SMSCP Level 1
(Electro) Pneumatic and Hydraulic Control Circuits	MECH 1330	3	(Electro) Pneumatic and Hydraulic Control Circuits	MECH 1300	13 Weeks	Certificate Siemens SMSCP Level 1
Digital Fundamentals and Programmable Logic Controllers	MECH 1340	3	Digital Fundamentals and Programmable Logic Controllers	MECH 1500	16 Weeks	Certificate Siemens SMSCP Level 1
Industrial Robotics	MECH 1350	3	Introduction to Robotics and Robotics Operations and Basic Programming	MECH 1350	12 Weeks	Yaskawa Industrial Robotic Certification in Basic Programming (FS100 or higher)
		Total Articulated Hours:	15			