

**AMENDMENT TO ARTICULATION/TRANSFER AGREEMENT
BETWEEN
MOTLOW STATE COMMUNITY COLLEGE AND
ATHENS STATE UNIVERSITY
(TBR CONTRACT 108943)**

THIS AMENDMENT TO AGREEMENT is entered into this 28th day of October 2020, by and between Motlow State Community College (hereinafter referred to as “Institution”) and Athens State University (hereinafter referred to as “Contractor”).

WHEREAS, the Institution and the Contractor entered into an Agreement dated September 10, 2020 (“Agreement”); and,

WHEREAS, the Institution and the Contractor desire to amend the said agreement,

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

First Paragraph, Second Sentence should read:

The parties desire to enter into a contract pursuant to which students of Motlow State Community College will be eligible for articulated course credits at Athens State University, according to the terms contained in this Agreement.

Section 1.b. the original Purpose should be replaced in its entirety as follows:

The purpose of this Agreement is to facilitate the transfer of Motlow State Community College students to Athens State University; to provide specific advisement for Motlow State Community College students who intend to transfer to Athens State University; and, to encourage academic and administrative coordination between the institutions in the following program:

Section 1.e. Admission Requirements should be replaced in its entirety as follows:

Students wishing to transfer credits to Athens State University must meet the admissions requirements for Athens State University, and the parties acknowledge and agree that Athens State University reserves the right to reject any such student’s admission to Athens State University, 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 Athens State University policies, procedures and rules.

Section 2.b. Post-Termination should be replaced in its entirety as follows:


Upon termination of this Agreement for any reason, Motlow State Community College students previously accepted by or admitted to Athens State University shall continue to receive the benefits contemplated by this Agreement until such time such students have completed their coursework or have otherwise withdrawn.

In all other respects, and except as specifically modified and amended herein, the Agreement dated September 10, 2020, as may have been previously amended, shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

MOTLOW STATE COMMUNITY COLLEGE

ATHENS STATE UNIVERSITY

DocuSigned by:

Michael Torrence
Dr. Michael Torrence

DocuSigned by:

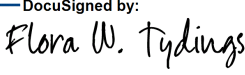
Stephen Spencer
Dr. Stephen G. Spencer

2021-01-09 | 10:16 AM PST

2021-01-08 | 3:21 PM CST

Date Signed

Date Signed

DocuSigned by:

Flora W. Tydings
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Chancellor

2021-01-11 | 12:17 PM CST

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

Between

Motlow State

Community College

and

Athens State University

Contents

Articulation/Transfer Agreement

Attachment A, Program of Study

Articulation/Transfer Agreement
between
Motlow State Community College and
Athens State University

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on September 10, 2020 by and between Motlow State Community College and Athens State University. The parties desire to enter into a contract pursuant to which students of Athens State University 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 Athens State University students to Motlow State Community College; to provide specific advisement for Athens State University 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.

1. 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, Athens State University 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.)

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


Address: 300 North Beatty St, Athens, AL 35611
Attention: Dr. Stephen G. Spencer


- 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. §1232g) and its regulations.

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

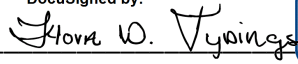
Motlow State Community College

Athens State University

DocuSigned by:

 2020-10-08 | 2:10 AM PDT
 Title: F16EC71E891469... Date

DocuSigned by:

 2020-10-06 | 9:35 AM CDT
 Title: BCA9207E61B547C... Date

Approved: Tennessee Board of Regents

DocuSigned by:

 2020-10-08 | 7:54 AM CDT
 Title: F16EC71E891469... Date
 Flora Tydings, Chancellor
 Tennessee Board of Regents

2/28/2020

Health Science Curriculum Pathway
Motlow State Community College and Athens State University

The following articulation agreement represents a formal partnership between Motlow State Community College and Athens State University. This agreement is designed to facilitate the transfer process for students to Athens State from Motlow State's Associate of Science Degree (A.S.) program, Health Sciences Area of Emphasis. This agreement identifies a specific pathway and plan of study at Athens State for transfer students. Students have the option to declare their intent to enroll at Athens State when completing an admissions application at Motlow State. Students who are accepted in the Dual Admissions program will have their Athens State admissions application fee waived at the time of enrollment at Athens State. The Curriculum Pathway outlines Motlow State courses needed for transfer to Athens State and required courses at Athens State to complete the Bachelor of Science in Health Science.

TRANSFER OF CREDIT

All coursework and credits needed to complete the A.S., Health Sciences Area of Emphasis at Motlow State will be accepted for transfer to Athens State in Areas I–V and major requirements up to a maximum of 64 credit hours. A minimum of 36 earned transferable hours is required for enrollment at Athens State. Students are encouraged to reference the Athens State course catalog and work with an advisor to determine which general education courses best fit their academic plan of study. The transfer of credits is compliant with the Alabama Statewide Transfer and Articulation Reporting System (STARS).

REVERSE TRANSFER OF CREDIT

Students who have not yet completed an Associate of Science degree have the option to transfer credits earned at Athens State back to Motlow State to fulfill general education requirements. Reverse transfer of credits provides students with an opportunity to complete their Associate of Science degree while attending Athens State if continued enrollment at Motlow State is not a viable option. Courses that meet general education requirements include a statement in their catalog description that reads, "This course will satisfy General Education Area XX."

Credit Hour Overview (124 credits needed to graduate)

*Motlow State Community College = 60 credits

*Athens State University = 60 credits

*Additional credits from either institution = 4 credits

General Education (STARS I-IV)

Courses	Motlow State CC	Athens State	Credits
Written Composition			
English Composition I	ENGL 1010		3 hrs
English Composition II	ENGL 1020		3 hrs
Humanities & Fine Arts			
At least one fine arts course	ARTA 1030, 2010, or 2020		3 hrs
At least one literature course	ENGL 2030, 2130, 2230, 2310, 2320, or 2330		3 hrs
Fundamentals of Speech	SPCH 1010		3 hrs
Additional course in humanities or fine arts	See list of course options from Motlow State Catalog		3 hrs
Math & Natural Sciences			
Finite math or higher mathematics course	*MATH 1530 or MATH 1710		3 hrs
Natural sciences (lab-based)	BIOL 2010 and BIOL 2020		8 hrs
History/Behavioral and Social Sciences			
At least one history course (two course sequence)	HIST 1110 and HIST 1120 or HIST 2010 and HIST 2020		6 hrs
Two additional courses in history or behavioral/social sciences	PSYC 1030 + PSYC 2130		6 hrs
Total General Education Credits			41 hrs

*MA 311 Advanced Math for Teachers at Athens State satisfies the Finite Math or higher requirement

Major Prerequisite (STATS 1) and Required Courses not listed in the Health Science Major

Courses	Motlow State CC	Athens State	Credits
Medical Terminology	NRSG 1370		3 hrs
Microbiology	BIOL 2230		4 hrs
General Chemistry I	CHEM 1110		4 hrs
**Social Science Course	See list of course options from Motlow State Catalog		3 hrs
***General Electives	See list of course options from Motlow State Catalog		5 hrs
Biology, Chemistry, Physics and/or designated science-based allied health courses		See list of course options from Athens State Catalog	4 hrs
Courses	Motlow State CC	Athens State	Credits
Problem Solving with Computers		ITE 301	3 hrs
*Finite Math or higher		*MA 311	3 hrs
Pathways to Success		UNV 300	3 hrs
Career Seminar		UNV 400	1 hr
General Electives		See list of course options from Athens State	11 hrs
Final Elective Credits from either institution	See list of course options from Motlow State Catalog	See list of course options from Athens State Catalog	4 hrs
Total Credits in this Area			48 hrs

****Recommend either ECON 2010 or ECON 2020**

*****Recommend a science course w/lab**

Major Requirements for the Health Science Major

Courses	Motlow State CC	Athens State	Credits
Human Nutrition		BI 320/BI 320L	4 hrs
Introduction to Health Care Systems		HCM 340	3 hrs
Management of Health Care Organizations		HCM 345	3 hrs
Survey of Issues in Health Care Management		HCM 355	3 hrs
Health Policy in the U.S. or American Public Policy		HS 355 or PO 351	3 hrs
Measurement and Evaluation		HWM 401	3 hrs
Introduction to Epidemiology		HWM 450	3 hrs
Biomedical Ethics		HS 320	3 hrs
Public Safety and Health Education		HS 400	3 hrs
Public Health Concepts and Systems		HS 447	3 hrs
Senior Research Project		HS 465	4 hrs
Total Major Credits			35 hrs

Total hours required for completion of the Bachelor of Science Degree: Health Science

124 hrs