

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

Between

Motlow State Community College

and

The University of Alabama in Huntsville

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Articulation/Transfer Agreement

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Articulation/Transfer Agreement
between
Motlow State Community College and
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THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on May 6, 2022 by and between Motlow State Community College and The Board of Trustees of The University of Alabama, a public educational and constitutional instrumentality of the state of Alabama, incorporated by statute, for and on behalf of The University of Alabama in Huntsville (“UAH”). 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 UAH, 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 Motlow State Community College students to UAH; to provide specific advisement for Motlow State Community College students who intend to transfer to UAH; 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. 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 UAH must meet the admissions requirements for UAH, and the parties acknowledge and agree that UAH reserves the right to reject any such student’s admission to UAH, 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 UAH 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. Notwithstanding anything to the contrary, subject to Section 2.b., the term of this Agreement shall not exceed five (5) years from the Effective Date. At the end of the five-year term, the parties may renew this Agreement by mutual agreement of the parties in writing.
- b. Post-Termination. Upon termination of this Agreement for any reason, Motlow State Community College students previously accepted by or admitted to UAH 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. Notwithstanding anything to the contrary, this Agreement shall not create any rights in any third parties, specifically any students participating in this program. The only parties to this Agreement are UAH and Motlow State Community College. This Agreement does not create any legal relationship or financial obligations between the parties but is designed to facilitate and develop a genuine and beneficial process for collaboration.
- c. Amendments. Amendments to this Agreement must be in writing and approved by the designated representative of each party.
- d. Governing Law. Intentionally deleted.
- e. 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 UAH
Address: 301 Sparkman Drive, Huntsville, AL 35899
Attention: Dr. Karen Frith, Dean, College of Nursing

- 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.
- 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. §1232g) and its regulations.

In Witness Whereof, the parties have by their duly authorized representatives set their signatures.

Motlow State Community College

The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama in Huntsville

DocuSigned by:
Michael Torrence Jul-12-2022
CF10E671E891469...
Dr. Michael Torrence Date
President

DocuSigned by:
Robert Lindquist Jul-13-2022
CA46BD15BE6747A...
Dr. Robert Lindquist Date
Interim Provost and Executive Vice President for Academic Affairs

REVIEWED BY OFFICE OF COUNSEL: *NH '22*

Approved: Tennessee Board of Regents

The University of Alabama in Huntsville College of Nursing representative

DocuSigned by:
Glenn W. Tynings
Dr. Glenn Tynings Date
Chancellor 2022-08-09 | 4:30 PM CDT

DocuSigned by:
Karen Frith Jul-12-2022
39B2272C5AA0452...
Dr. Karen Frith Date
Dean, College of Nursing

ATTACHMENT A, “PROGRAM OF STUDY”

ADN/BSN Dual Nursing Programs Motlow State Community College and UAH College of Nursing

First Semester- Community College		
Course Number	Title	Credit Hours
ENGL 1010	English Composition I	3
CHEM 1100	General Chemistry I	4
NRSRG 1370	Medical Terminology for Healthcare Professionals	3
PSYC 1030	Intro to Psychology	3
Total Credit hours		13
Second Semester-Community College		
Course Number	Title	Credit Hours
BIOL 2010	Anatomy &Physiology I w/ lab	4
MATH 1710	Pre-Calculus Algebra	3
COMM 2025	Fundamentals of Communication	3
ENGL 1020	English Composition II	3
HIST Elective	History Elective (Sequence 1)	3
Total Credit hours		16
Third Semester- Community College		
Course Number	Title	Credit Hours
BIOL 2020	Anatomy &Physiology II w/ lab	4
Literature	Literature Elective	3
Fine Art	Fine Art(Art/Music/Theatre)	3
HIST Elective	History Elective (Sequence 2)	3
Total Credit hours		13
Forth Semester-Community College		
Course Number	Title	Credit Hours
BIOL 2230	Microbiology	4
2nd Fine Art/Humanities	(Art/Music/Theatre OR PHIL)	3
MATH 1530	Introductory Statistics	3
PSYC 2130	Lifespan Development Psychology	3
Total Credit hours		13
Total Prereq Credit Hours		55

**Academic Courses can be completed at MSCC and transferred to UAH*

FALL START				
FALL- Fifth Semester				
Course Number	School	Term	Title	Credit Hours
NRSG 1710	MSCC	Full	Fundamentals In Nursing	7
NUR 339	UAH	Term 1	Information Management in Healthcare	3
NUR 410	UAH	Term 2	Transition into Professional Roles	3
Total Credit Hours				13
SPRING- Sixth Semester				
Course Number	School	Term	Title	Credit Hours
NRSG 1340	MSCC	Full	Mental Health Nursing	3
NRSG 1720	MSCC	Full	Medical-Surgical Nursing	7
NUR 413	UAH	Term 2	Leadership in Professional Practice (4:1)	5
Total Credit Hours				15
SUMMER- Seventh Semester				
Course Number	School	Term	Title	Credit Hours
NUR 423	UAH	Term 1	Evidence-Based Practice for the Professional Nurse	3
NUR 417	UAH	Term 2	Nursing Care of Vulnerable Populations	4
Total Credit Hours				7
FALL - Eighth Semester				
Course Number	School	Term	Title	Credit Hours
NRSG 1330	MSCC	Full	Pediatric Nursing	3
NRSG 2730	MSCC	Full	Medical-Surgical Nursing II	7
NUR 422	UAH	Term 2	Community Health for Professional Nurse	5
Total Credit Hours				15
SPRING- Ninth Semester				
Course Number	School	Term	Title	Credit Hours
NRSG 1320	MSCC	Full	Women's Health and Childbearing Family	3
NRSG 2240	MSCC	Full	Professional Practice in Nursing	2
NRSG 2740	MSCC	Full	Medical-Surgical Nursing III	7
NUR 421	UAH	Term 2	Acute Care for the Professional Nurse (2:1)	3
NUR 000	UAH	Full	Validation Credits (up to 45)	0
Total Credit Hours				15
Total UAH Nursing credits				26
Total MSCC Validation Credits				45
Total Prereq Credit Hours				55
Total Degree Credits				126