



Community College Academic Contract Routing Confirmation Review and Approval

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

Date Logged	6/11/19
Institution Contract Number	C5849
TBR Contract Number	107597

Rush? no	Justification
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Institution	Volunteer State Community College
Contractor	Middle Tennessee State University
Purpose	3+1 Articulation Agreement for Diagnostic Medical Sonography

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

STEP 1: INSTITUTION APPROVALS		
Originator	DocuSigned by: <i>Molly Rowden</i>	2019-06-11 11:47 AM CDT
Department Approval	DocuSigned by: <i>Jennifer Bragina</i>	2019-06-12 9:47 AM PDT
Institution's Purchasing and/or Contracts Office	DocuSigned by: <i>Molly Rowden</i>	2019-06-12 1:14 PM CDT
STEP 2: TBR APPROVAL		
Academic Affairs	DocuSigned by: <i>Faray Schuster</i>	2019-06-14 10:14 AM CDT
Contracts and Reporting	DocuSigned by: <i>Rick Pence</i>	2019-06-16 2:02 PM CDT
General Counsel	DocuSigned by: <i>Wayne Pugh</i>	2019-06-17 8:35 AM CDT
STEP 3: THE AGREEMENT WILL BE FORWARDED TO APPROPRIATE VICE CHANCELLOR FOR REVIEW AND APPROVAL.		

Comments:

C19-1548

Date Received by TBR: 6/12/19

Contract Number: 107597
(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: Volunteer State Community College Phone: 615-230-3352
Direct Contract Questions to: Molly Rowden Fax: 615-230-3522 Email: molly.rowden@volstate.edu
2. Contract with: Middle Tennessee State University Address: 1301 E Main Street, MTSU Box 66, Murfreesboro, TN 37132
Contact Person: Eric Miller Phone: 615-494-8894
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 ☐ Software License Agreement
☐ TBR Standard Form Agreement ☐ Vendor Generated Contract
☐ Renewal of an Existing Contract ☐ Vendor Contract with Amendment
☐ Modification of Existing or Form Contract ☐ 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.): Until Terminated
Possible Number of Renewals: 0 Lease: ☐ yes ☐ no Type: ☐ Revenue or ☐ Expenditure ☒ No Cost
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): Elvis Brand
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:

Jennifer Brezina

60D65E753BED4C7

Signature (Department)**Signature of Institution/Central Office official certifying compliance with TBR Purchasing Procedures:**

DocuSigned by:

Rick Pence

18AD8F8DA7B08

Signature (Purchasing/Contracts Officer)Form Completed by: Molly RowdenDate: 2019-06-11 | 11:47 AM

(TBR 03/17/16)

3 + 1 ARTICULATION / TRANSFER AGREEMENT

MIDDLE TENNESSEE STATE UNIVERSITY

AND

VOLUNTEER STATE COMMUNITY COLLEGE

Contents

3+1 Articulation/Transfer Agreement

Attachment A, Program of Study

**Articulation/Transfer Agreement
Middle Tennessee State University
And
Volunteer State Community College**

THIS ARTICULATION AGREEMENT (the "Agreement") was entered into on March 15, 2015, and updated on March 22, 2019 by and between Middle Tennessee State University ("MTSU") and Volunteer State Community College ("VSCC"). The parties desire to enter into a contract pursuant to which students of MTSU will be eligible for consideration for admission to the VSCC Diagnostic Medical Sonography degree program, and articulated course credits from VSCC to MTSU, to complete the Bachelor of Science degree, 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 consideration for admission of MTSU students to the VSCC Diagnostic Medical Sonography degree program; to provide specific advisement for MTSU students who intend to apply to VSCC; to advise MTSU students of the opportunity to transfer identified courses following the successful completion of the program at VSCC back to MTSU to complete requirements of the Bachelor of Science degree; and, to encourage academic and administrative coordination between the institutions in the following program:
 - Bachelor of Science in Allied Health Technology leading to a
 - Certificate of Completion

Attachment A, "Program of Study" outlines courses that must be taken at MTSU to be considered for admission to the VSCC Diagnostic Medical Sonography program. A listing of VSCC courses that students shall be required to complete and transfer back to MTSU in order to earn a Bachelor of Science in Allied Health Technology through MTSU is provided, as well.

In compliance with TBR Guideline A-031, Attachment A also outlines:

- Competencies that indicate that the learning outcomes specified in courses offered by MTSU satisfy learning outcomes in similar courses offered by VSCC. Syllabi and competency lists of the courses from the institutions involved must be maintained in the appropriate offices of both institutions;
 - Descriptions of required proficiency levels and criteria for measurement; and
 - The evaluation plan and process.
- c. Semester meetings. MTSU commits to providing specialized advising to the student to ensure the student is taking the correct courses to be considered for admission to

VSCC. Following the student's successful admission to VSCC, MTSU commits to maintaining contact with the student to ensure smooth transfer of course credit back to MTSU to complete the Bachelor of Science in Science degree.

- d. 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.
- e. Admission requirements. MTSU students wishing to gain admission to VSCC must meet the admissions requirements for VSCC. Application to VSCC must be made in the beginning of the student's third year at MTSU. Selection for admission to VSCC is competitive and is made by the admissions committee of the program according to its selection process. If admitted, the students shall become subject to all VSCC policies, procedures and rules.
- f. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any 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 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 MTSU.
- b. Post-Termination. Upon termination of this Agreement for any reason, MTSU students previously accepted by or admitted to VSCC shall continue to receive the benefits contemplated by this Agreement.

3. Miscellaneous.

- a. Non-discrimination. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

- 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. Point of contact information.

For MTSU:

Eric B. Miller, Advising Manager
Pre-Professional Health Science Advising Center
College of Basic and Applied Sciences
MTSU Box 66
(615) 494-8894

For VSCC:

Elvis Brandon, Dean
Division of Allied Health
Volunteer State Community College
(615) 230-3375

- d. 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.

- 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 VSCC

Dr. George Pimentel, Vice President
Academic Affairs
1480 Nashville Pike
Gallatin, TN 37066

For MTSU:

Mr. Alan Thomas
Vice President for Business and Finance
1301 East Main Street
Murfreesboro, TN 37132

- 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.
- h. 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.
- i. 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 signatures shall be considered equivalent to original signatures.
- j. 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.
- k. 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.

I. Data Privacy and Security:

Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this Agreement that:

1. Identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or
2. Can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder. Some Personal Information provided by Institution to Contractor is subject to FERPA

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

Middle Tennessee State University

DocuSigned by:
By: Alan Thomas
089CF0CC9A25447
Title: VP for Business and Finance
Date: 2019-06-20 | 8:11 AM CDT

Volunteer State Community College

DocuSigned by:
By: Jerry Faulkner
2C7E7DA7FA1348A
Title: President
Date: 2019-06-20 | 8:31 AM CDT

Approved: Tennessee Board of Regents

DocuSigned by: DS
RS
By: Flora W. Tydings
C1FAF08271497
Title: Chairman
Date: 2019-06-20 | 10:11 AM CDT

Attachment A

THE PROGRAM OF STUDY
Middle Tennessee State University
And
Volunteer State Community College

MTSU to VSCC - Articulation Requirements

Students from MTSU seeking consideration for admission to the Diagnostic Medical Sonography program at VSCC must successfully complete the following courses at MTSU:

Pre-Diagnostic Medical Sonography Program Requirements		
Freshman Year	Sophomore Year	Junior Year
CHEM 1110/1111 4 hrs.	PHYS 2010/2011 and 2020/2021 8 hrs.	BIOL 3150 3 hrs.
BIOL 2010/2011 and 2020/2021 8 hrs.	BIOL 2230/2231 4 hrs.	BIOL 3340 3 hrs.
MATH 1730 4 hrs.	ENGL 2030 or 2020 or HUM 2610 3 hrs.	BIOL 3350 3 hrs.
ENGL 1010, 1020 6 hrs.	HLTH 3300 3 hrs.	MATH 1530 3 hrs.
COMM 2200 3 hrs.	HLTH 3020 3hrs.	HLTH 4270 3 hrs.
Humanities/Fine Arts 3 hrs.	Humanities/Fine Arts 3 hrs.	HLTH 4280 2 hrs.
PSY 1410 3 hrs.	Social/Behavioral Science Elective 3 hrs.	PSCI 4080 4 hrs.
	HIST 2010, 2020 or 2030 3 hrs.	HIST 2010, 2020 or 2030 3 hrs.
		NFS 1240 3 hrs.
Total MTSU Hours 91		COMM 2300 3 hrs.

AMENDMENT TO AGREEMENT
BETWEEN
VOLUNTEER STATE COMMUNITY COLLEGE
AND
MIDDLE TENNESSEE STATE UNIVERSITY

This amendment of agreement, made this 13th day of July, 2021, by and between Volunteer State Community College ("VSCC") and Middle Tennessee State University ("MTSU"), for the purpose of amending the Agreement between the parties providing 3+1 Articulation/Transfer Agreement.

W I T N E S S E T H

Attachment A is modified to read as follows:

Fall 1 Semester	Spring Semester	Summer Semester	Fall 2 Semester
SONO 2000 Intro to Sonography & Patient Care, 2 hrs.	SONO 2011 Physics and Instrumentation 2, 2 hrs.	SONO 2021 Physics and Instrumentation 3, 2 hrs.	SONO 2010 Professional Research and Inquiry, 2 hrs.
SONO 2001 Physics and Instrumentation 1, 2 hrs.	SONO 2012 Obstetrics and Gynecology 2, 4 hrs.	SONO 2033 Breast Sonography, 2 hrs.	SONO 2020 Registry Review, 2 hrs.
SONO 2002 Obstetrics and Gynecology 1, 3 hrs.	SONO 2013 Abdomen and Small Parts 2, 4 hrs.	SONO 2004 Vascular 1, 4 hrs.	SONO 2014 Vascular 2, 4 hrs.
SONO 2003 Abdomen and Small Parts 1, 3 hrs.	SONO 2016C Clinical Education 2, 4 hrs.	SONO 2026C Clinical Education 3, 4 hrs.	SONO 2036C Clinical Education 4, 4 hrs.
SONO 2006C Clinical Education 1, 4 hrs.			
Total VSCC Hours 52			

All other terms and conditions of the original agreement are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures.

VOLUNTEER STATE COMMUNITY COLLEGE

DocuSigned by:

Jerry Faulkner

2C7E7DA7FA1348A...

2021-08-09 | 3:45 PM CDT

Date

Printed Name: Jerry Faulkner

Title: President

MIDDLE TENNESSEE STATE UNIVERSITY

DocuSigned by:
Alan R. Thomas 2021-08-09 | 1:36 PM PDT
089CF0CC9A25447... Signature Date

Printed Name: Alan Thomas

Title: Vice President of Business and Finance

TENNESSEE BOARD OF REGENTS

DocuSigned by:
Flora W. Tydings 2021-08-10 | 1:35 PM CDT
DAC9BC19C440409... Signature Date

Printed Name: Flora W. Tydings

Title: Chancellor