

## MASTER PROGRAM ARTICULATION AGREEMENT

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this Master Program Articulation Agreement is entered into this 13 day of September, 2022 (“Effective Date”) by and between Tidewater Community College and the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, by and on behalf of Southern Illinois University Carbondale (SIUC). Tidewater Community College and Southern Illinois University Carbondale may hereafter be referred to individually as a “Party” and collectively as the “Parties.”

### I. TERM AND TERMINATION

- A. **Term.** This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- B. **Termination.** This Agreement or an individual Degree Plan (as defined in Section II herein) may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted pursuant to this Agreement or into the relevant Degree Plan (as applicable) after a Party’s receipt of any written notice of termination. No qualified student then enrolled in a degree program pursuant to this Agreement shall be deprived the opportunity to complete the program requirements solely due to termination of this Agreement or the relevant Degree Plan, as applicable.

### II. ADMISSION AND MATRICULATION

- A. This Agreement does not guarantee admission to SIUC or to any specific academic program at SIUC. All Tidewater Community College students wishing to transfer to SIUC pursuant to this Agreement shall be subject to all SIUC admission requirements and those of the academic program.

- B. Subject to SIUC admission requirements and the relevant SIUC academic department's enrollment criteria and space availability, all graduates of Tidewater Community College will be considered for admission to SIUC pursuant to and in accordance with a degree plan agreed to by the Parties pursuant to this Agreement ("Degree Plan"). Each such Degree Plan shall be considered part of this Agreement as fully set forth herein; provided however, that to the extent of any conflict between a Degree Plan and this Agreement, this Agreement shall govern.
- C. Subject to SIUC policies, including without limitation the Undergraduate Catalog, upon successful completion of all degree requirements, Tidewater Community College students will be eligible to receive the SIUC Bachelor degree as set forth in the relevant Degree Plan.

### III. COLLEGE OBLIGATIONS

- A. Designate in writing a person or persons as point of contact between Tidewater Community College and SIUC on all matters related to this Agreement.
- B. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.

### IV. UNIVERSITY OBLIGATIONS

- A. Designate in writing a person or persons as point of contact between SIUC and Tidewater Community College on all matters related to this Agreement.
- B. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.

## V. MUTUAL OBLIGATIONS

- A. Pursuant to each Degree Plan entered into pursuant hereto, each Party will appoint a representative from the relevant degree program to communicate for general advisement and degree planning purposes.
- B. Program Promotion – Each Party shall promote the relationship created by this Agreement so that it is disseminated to prospective and existing students by reasonable means, which may include but is not limited to the Internet, student catalogs, view books, program brochures, and other advertising. Advertising copy created pursuant to this Section shall be reviewed and approved in writing by each Party prior to publication. Each Party shall have a limited, non-exclusive right to use the name, trademarks, and logos of the other Party in the promotion for the relationship created by this Agreement.
- C. Should changes occur in the content or requirements of a course or program that is part of a Degree Plan entered into pursuant hereto, the Party making the change will notify the other Party in writing no less than 60 days prior to the beginning of the academic semester in which the change will first be implemented. Within 15 days of the receipt of such notice the Parties will commence a discussion to reevaluate the subject Degree Plan and make any changes deemed necessary to the subject Degree Plan. If the Parties are unable to reach agreement pursuant to those negotiations within 15 days of their commencement, either Party may terminate that Degree Plan by providing further written notice to the other Party.
- D. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.

- E. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor, and SIUC Carbondale's faculty members; however, SIUC reserves the right to remove any student from enrollment at SIUC in accordance with its policies, including without limitation the Student Conduct Code and its policies governing academic performance.

## VI. GENERAL TERMS AND CONDITIONS

- A. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
- B. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIUC: Dr. Meera Komarraju, Provost  
Vice Chancellor for Academic Affairs  
Southern Illinois University Carbondale  
Mailcode 4305  
1265 Lincoln Dr  
Carbondale, IL 62901  
P: 618-453-5744  
E: [provost@siu.edu](mailto:provost@siu.edu)

For Tidewater Community College: Dr. Kellie Sorey  
Associate Vice President for Academic Affairs  
Tidewater Community College  
121 College Place, Suite 623  
Norfolk, VA 23510  
Phone: 757-822-1065  
Email: [ksorey@tcc.edu](mailto:ksorey@tcc.edu)

- C. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- D. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

- E. All the provisions of this Agreement are severable. If any provision of this Agreement is deemed to be invalid or unenforceable for any reason, then the remainder of the Agreement shall remain in full force and effect to the extent permitted by law.
- F. Each Party to this Agreement shall have exclusive control of its respective organization unless and except as otherwise expressly provided herein. The relationship created by this Agreement is exclusively that of independent contractors.
- G. This instrument sets forth the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements, oral or written, regarding same. No alteration or modification to this Agreement will be valid unless made in writing and signed by the authorized representative of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY

TIDEWATER COMMUNITY COLLEGE

Meera Komarraju

Meera Komarraju (Sep 13, 2022 14:23 CDT)

Meera Komarraju, Provost and Vice  
Chancellor for Academic Affairs  
for Austin A. Lane, Chancellor  
Southern Illinois University Carbondale

Michelle Woodhouse

Signature

Michelle Woodhouse

Printed Name

Vice President for Academic Affairs &  
Chief Academic Officer

Title

8/29/22  
Date

SIU Approved as to Legal Form

Douglas J Mc Carty  
Digitally signed by  
Douglas J Mc Carty  
Date: 2022.09.13  
13:45:40 -05'00'








# SIGN Tidewater Community College\_SIUC (Master Program Articulation Agreement 2022\_2027)

Final Audit Report

2022-09-13

Created:	2022-09-13
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## "SIGN Tidewater Community College\_SIUC (Master Program Articulation Agreement 2022\_2027)" History

-  Document digitally presigned by 70159050  
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-  Signer provost@siu.edu entered name at signing as Meera Komarraju  
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