This Memorandum of Understanding ("Memorandum") is made and entered into as of the 1<sup>st</sup> of April, 2016 ("Effective Date"), by and between the Georgia Piedmont Technical College (hereinafter referred to as "GPTC"), located at 495 North Indian Creek Drive, Clarkston, Georgia 30021, and the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as "GSU").

WHEREAS, the purpose of this Memorandum is to coordinate the process for transfer students, enhance advising, promote the acceptance of the programmatic transfer of courses/credits between GPTC and GSU and encourage completion of the associates' degree.

WHEREAS, this Memorandum is intended to increase the options available to associate degree students from the GPTC to continue their education in a bachelor degree program at GSU; and

WHEREAS, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities;

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

- 1.1. Subject to its admissions policies and procedures, GSU will accept complete, satisfactory applications from students who wish to transfer from GPTC into the Birth to Five baccalaureate degree program at GSU.
- 1.2. Although credits meeting GSU's criteria will be accepted in transfer, additional general education credits may be needed to fulfill the degree program requirements. Such a determination shall be in the sole and absolute discretion of GSU.
- 1.3. GPTC students who graduate with an associate's degree in early care and education are guaranteed consideration for admission to GSU (however, they are not guaranteed admission itself unless they satisfactorily receive admission from GSU).
- 1.4. If a student does not have the prerequisite for a 3000 or 4000 level course at GSU, he or she <u>may</u> be required to take the prerequisite course before taking upper division course.
- 1.5. GSU will evaluate courses/credits earned through Advance Placement (AP), College Level Examination Program (CLEP), or other testing programs. GSU also will evaluate courses/credits earned at other institutions. Students seeking credit for these courses must provide the GSU with official transcripts for evaluation.

# 2. Services Provided to GPTC by GSU.

- 2.1. GPTC students transferring to GSU pursuant to this Memorandum shall be governed by the graduation requirements set forth in the GSU catalog in effect at the time of the student's initial enrollment at the GSU; provided, however, that the student maintains continuous enrollment as defined in the catalog.
- 2.2. GSU will provide onsite and online enrollment representative services.
- 2.3. GSU will provide transfer support material to the GPTC.
- 2.4. GSU will provide onsite training to GPTC advisors regarding the use of the transfer support materials.

### 3. Services Provided to GSU by GPTC.

- 3.1. GPTC will provide the opportunity for GSU representatives to meet with the GPTC's students on an ongoing basis but not less than two (2) times a year.
- 3.2. GPTC will assist GSU in the distribution of updated degree and transfer materials to selected individuals.

#### 4. Fees.

4.1. Unless expressly set forth herein, there are no fees for the services provided by GSU to the GPTC. Both parties shall be responsible for its own costs associated with fulfilling its own services as defined herein.

# 5. Term/Termination.

This Memorandum shall have a term of one (1) year from the date set forth above. The parties may extend this Memorandum for additional one (1) year terms upon the mutual written agreement of authorized representatives of the parties. While it is contemplated that this arrangement shall last for three (3) years, such arrangement may only be binding if the proper extensions are recorded as detailed above. Either party may terminate this Memorandum without cause with thirty (30) days written notice to the other party. Further, a party may terminate this Memorandum immediately if the other party receives notice of a chance in accreditation status or fails to otherwise maintain its accreditation status.

## 6. Assignment.

Neither party shall assign or subcontract the whole or any part of this Memorandum without the other party's prior written consent.

#### 7. Publicity.

Neither party shall use the name or logo(s) of the other party in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other party.

### 8. Waiver.

The waiver by either party of any breach of any provision contained in this Memorandum shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Memorandum. Any such waiver must be in a properly signed writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

## 9. Counterparts.

This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original instrument and such counterparts together shall constitute one and the same instrument.

## 10. Independent Contractors.

This Memorandum creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as my from time to time be provided by written instrument signed by both parties.

## 11. Applicable Law.

This Agreement shall be governed by the laws of the State of Georgia. Further, the parties agree to comply with the applicable policies and procedures of the Technical College System of Georgia and the University System of Georgia, as well as all applicable federal, state, and local laws. Finally, this Memorandum shall comply with the University System of Georgia and Technical College System of Georgia Articulation Agreement for Birth-to-Five Teacher Preparation Program, and any subsequent guidance as to the subject matter of this Memorandum.

### 12. Entire Agreement.

This Memorandum constitutes the entire agreement between the parties with respect to the subject matter. This Memorandum may be amended, but only upon advance mutual written agreement by the parties.

[Signatures on Following Page]

IN WITNESS WHEREOF the parties have executed this Memorandum as of the Effective Date.

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY

Signature:

Printed Name: Paul A. Alberto, Ph.D.

Title:

Dean

GEORGIA PIEDMONT TECHNICAL COLLEGE

Signature: \$2/2016

Printed Name:

Dr. Jabari Simama

Title:

President

116

This Memorandum of Understanding ("Memorandum") is made and entered into as of the 1st day of July, 2012 ("Effective Date"), by and between the Georgia Piedmont Technical College (hereinafter referred to as "GPTC"), located at 495 North Indian Creek Drive, Clarkston, Georgia 30021 and the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as "GSU").

WHEREAS, the purpose of this Memorandum is to coordinate the process for transfer students, enhance advising, promote the acceptance of the programmatic transfer of courses/credits between GPTC and GSU and encourage completion of the associates' degree; and

WHEREAS, this Memorandum is intended to increase the options available to associate degree students from the GPTC to continue their education in a bachelor degree program at GSU; and

**WHEREAS**, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities;

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

- 1.1. Subject to its admissions policies and procedures, GSU will accept complete, satisfactory applications from students who wish to transfer from GPTC into the Birth to Five baccalaureate degree program at GSU. Those students who are accepted pursuant to this Memorandum shall further apply to receive a STAR scholarship. Those students seeking the STAR scholarship must meet the same admissions criteria as other students applying for transfer to GSU (see Section 1.3 below for further information).
- 1.2. Although credits meeting GSU's criteria will be accepted in transfer, additional general education credits may be needed to fulfill the degree program requirements. Such a determination shall be in the sole and absolute discretion of GSU.
- 1.3. GPTC students who (a) graduate with an associate's degree in early care and education, (b) are applying for a STAR scholarship at the Birth-to-Five program, and (c) have an GPTC cumulative G.P.A. of at least 3.2 are guaranteed consideration for admission to GSU (however, students are not guaranteed admission into the program until admission into GSU is received). To receive the STAR scholarship, such students must meet the criteria for STAR scholarships, complete the interview process and be selected by the committee. Once selected and admitted, students are subject to all other policies and procedures, including residency requirements of GSU, as outlined in the GSU catalog in place at the time of matriculation. Students failing to complete the Birth-to-Five Program may be required to repay any STAR scholarship funds provided to them and

such students shall enter into agreements with GSU for the repayment of such amounts, as applicable.

- 1.4. If a student does not have the prerequisite for a 3000 or 4000 level course at GSU, he or she may be required to take the prerequisite course before taking upper division course.
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### 4. **Fees.**

- 4.1. Unless expressly set forth herein, there are no fees for the services provided by GSU to GPTC. Both parties shall be responsible for their own respective costs associated with fulfilling services as defined herein.
- 4.2. Students may receive funds pursuant to the STAR scholarships described above. However, if a Student does not hold a STAR scholarship, or such funds do not cover the full cost of attending GSU, then such students shall be responsible for full payment of all GSU'S standard costs and fees in place at the time of attendance, including, but not limited to, tuition and fees.

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This Memorandum shall have a term of one (1) year from the date set forth above. The parties may extend this Memorandum for additional one (1) year terms upon the mutual written agreement of authorized representatives of the parties. While it is contemplated that this arrangement shall last for three (3) years, such arrangement may only be binding if the proper extensions are recorded as detailed above. Either party may terminate this Memorandum without cause with thirty (30) days written notice to the other party. Further, a party may terminate this Memorandum immediately if the other party receives notice of a change in accreditation status or fails to otherwise maintain its accreditation status.

## 6. Assignment.

Neither party shall assign or subcontract the whole or any part of this Memorandum without the other party's prior written consent. Notwithstanding the above, GSU may assign the performance of certain services under this Memorandum to the Georgia State University Foundation, Inc.

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AGREED TO BY:

BOARD OF REGENTS OF THE UNIVERSITY

SYSTEM OF GEORGIA BY AND ON

BEHALF OF GEORGIA STATE UNIVERSITY

GEORGIA PIEDMONT TECHNICAL COLLEGE

Signature: \_\_\_\_\_\_\_\_\_Signature.

Printed Name: MARK BECKER Printed Name: J. LARRY

1EEms

Title: PRESIDENT

Title: ACTING PRESIDENT

Date: 5 July 2012

Date: 🧲 18,2012

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Title:

Dean

GEORGIA PIEDMONT TECHNICAL COLLEGE

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Printed Name:

Dr. Jabari Simama

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President

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Title: PRESIDENT

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