

**Memorandum of Understanding  
Between  
Atlanta Technical College  
And  
Georgia State University**

*J.M.*

This Memorandum of Understanding ("Memorandum") is made and entered into as of the 1st of July, 2015 ("Effective Date"), by and between the Atlanta Technical College (hereinafter referred to as "ATC"), located at 1560 Metropolitan Parkway, Atlanta, Georgia 30310, 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 ATC 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 ATC 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. Articulation Process, Features and Benefits.**

- 1.1. Subject to its admissions policies and procedures, GSU will accept complete, satisfactory applications from students who wish to transfer from ATC 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. ATC 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 may 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 ATC by GSU.**

- 2.1. ATC 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 ATC.
- 2.4. GSU will provide onsite training to ATC advisors regarding the use of the transfer support materials.

## **3. Services Provided to GSU by ATC.**

- 3.1. ATC will provide the opportunity for GSU representatives to meet with the ATC's students on an ongoing basis but not less than two (2) times a year.
- 3.2. ATC 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 ATC. 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 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.

## **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 may 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

ATLANTA TECHNICAL COLLEGE

Signature:   
1/14/14

<sup>now</sup>  
<sub>PC</sub>  
Signature:   
SAB

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

Printed Name: Dr. Alvetta P. Thomas

Title: Dean

Title: President