

**MEMORANDUM OF AGREEMENT**  
**Bachelor of Professional Studies Program**  
**Trident Technical College**  
**College of Charleston**

**1.0 INTRODUCTION**

This Memorandum of Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of October 2017 (“Effective Date”) by the College of Charleston (“College”) and Trident Technical College (“TTC”), both of which are state-assisted institutions of higher education established and existing under the laws of South Carolina (“the Institutions”). The joint commitment expressed within this Agreement supports the concept of mutual cooperation between institutions and recognition of the concept that transferring students should not be required to repeat competencies already achieved and demonstrated.

The College of Charleston and Trident Technical College have formed a partnership to benefit TTC students who wish to participate in the College’s Bachelor of Professional Studies Program (“BPS” or “BPS Program”). This 2 + 2 Program (“the Program”) will provide prospective transfer students who meet the GPA requirements referenced below with advising and academic support for a successful transition from Trident Technical College to the College of Charleston’s Bachelor of Professional Studies Program. After meeting all pre-requisite requirements for admission into the Program, the participating students will be accepted to the College of Charleston, if they meet the admission requirements referenced within this Agreement and any other relevant admission requirements set by the College.

Each Institution is accredited by the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC” or “regional accreditor”). The Institutions shall ensure compliance with all appropriate SACSCOC requirements in the management and operation of their Institutions and the Program described below. Each Institution shall cooperate with the other in the completion of any accreditation and assessment activities relevant to this Agreement.

This Agreement is intended to assist students in their transition from TTC to the College’s BPS Program, with the goal of allowing such students to carry with them the credit they have already earned for as much relevant study as possible, provided they meet certain minimum standards for grade point average. Both Institutions understand that final decisions regarding transfer articulations and acceptance of credit hours for the BPS Program, as outlined in any appendices to this Agreement or other relevant documents published by the College, shall be the responsibility of the College.

## **2.0 RELATION TO PREVIOUS AGREEMENTS**

All previous written agreements between the Institutions regarding transfer credit and specific academic degree programs are separate from and independent of the current Agreement.

## **3.0 RELATIONSHIP OF PARTIES**

At all times under this Agreement, the Institutions shall be considered independent parties. Nothing contained herein shall be deemed to create an employer-employee, agent-servant, or representative relationship between the Institutions.

## **4.0 STUDENT ELIGIBILITY**

4.1 The Program shall be open to any TTC student who is enrolled in the Associate in Arts, Associate in Science, or qualifying Associate in Applied Science ("AAS") and Certificate programs at TTC who plan to enroll in the BPS, where qualifying AAS and Certificate programs shall be identified with the mutual agreement of TTC and the College.

4.2 TTC students shall have successfully completed at least 15 hours of coursework and have no more than one (1) required developmental course left to complete. Students shall have at least one more semester to complete before transferring to the College.

4.3 All course work must be completed with a grade of "C" (2.000 on a 4.000 scale) or better to be eligible to be evaluated for transfer credit by the College of Charleston towards the College's degree requirements for the BPS Program.

4.4 TTC student participants in the Program shall have up to three (3) years from initial enrollment in the Program to transfer to the College under the provisions of this MOU.

4.5 Students who have earned an Associate in Arts, Associate in Sciences, or one of the qualifying Associate in Applied Science degrees need to have a 2.000 cumulative GPA for admission. For students who do not complete an Associate in Arts, Associate in Science, or approved AAS or Certificate, a transfer grade point average is calculated for the purposes of College admission, using the methodology approved by the College for this purpose. Such transfer students (including students in the current Program) are required to have a 2.600 cumulative GPA in all previous college-level work. In addition, any applicants must be in good standing and eligible to return to the Institution that she or he last attended.

## **5.0 STUDENT RESPONSIBILITIES**

5.1 To participate in this Program students must meet with the College of Charleston's 2 + 2 program coordinator and submit and have approved a 2+2 application form.

5.2 After being accepted into the Program, the student must meet with a College advisor each fall and spring semester to continue participation in the Program.

5.3 At the time of transfer from TTC to the College of Charleston, students enrolled in the 2+2 Program must:

- Complete an application for admission to the College as a transfer student (the application fee will be waived for students participating in this Program);
- Submit official college transcripts of all courses attempted through the time of application, followed by final transcripts to reflect complete academic work done prior to beginning classes;
- Submit the final and official high school transcript and SAT and/or ACT scores, if the student has attempted fewer than 24 semester hours of transferable college-level courses.

5.4 If a student wishes to pursue a College of Charleston major other than Professional Studies, he or she must notify the designated College of Charleston 2 + 2 program coordinator to ensure that a re-evaluation of the student's transcript is completed and appropriate advisement can take place during the next advisement session. A student who no longer wishes to participate in the Program will be removed from the Program and is no longer eligible for the benefits of the Program. In addition, a Program student who later declares a College of Charleston major other than BPS may be required to take additional courses for the new major and find that some of the courses they have already taken may not be applicable to their new major.

5.5 All participants in the 2 + 2 Program must previously have applied, been accepted to, and matriculated at TTC.

## **6.0 TTC RESPONSIBILITIES**

6.1 TTC agrees to offer the relevant courses, which will be taught by faculty with a master's degree in the teaching field or a master's degree and 18 graduate credit hours in the teaching field.

6.2 TTC faculty and staff will promote this Program to appropriate student groups.

6.3 TTC will designate suitable transfer advisors in support of this 2 + 2 Program.

## **7.0 COLLEGE OF CHARLESTON RESPONSIBILITIES**

7.1 The College will provide students in the Program with academic advising, access to a College admissions counselor, designated open house events and scheduled 2+2 Program meetings with students.

7.2 If the degree requirements of the Bachelor of Professional Studies Program at the College of Charleston change while a student is enrolled in the 2 + 2 Program, she or he will be given the opportunity to graduate under the old Program and its requirements as long as she or he is

continuously enrolled at TTC in the 2 + 2 Program or transfers directly to the College of Charleston Bachelor of Professional Studies Program without missing one or more major semesters. As noted above, students shall have up to three (3) years from initial enrollment in the Program to transfer into the College's BPS Program under the terms of this Agreement.

7.3 The College will waive the application fee for students in the Program, who must successfully complete the Program and meet the College's admission requirements.

## **8.0 SHARED INSTITUTIONAL RESPONSIBILITIES**

8.1 Both Institutions shall collaborate to create activities for Program participants and prospective participants.

8.2 All promotional materials referring to the Program and the relevant institutional website references to the Program must be approved by both Institutions.

8.3 The College and TTC shall separately provide academic advising for students who are participating in the Program.

8.4 The College and TTC shall share demographic and academic information about students participating in the Program. Additionally, such information shall be shared, where appropriate and consistent with this Agreement, when student applications to the Program are made, with the written permission of the student and subject to and in accordance with all applicable state and federal laws and consistent with the relevant policies of both Institutions.

8.5 Both Institutions shall provide appropriate Program information on their websites, consistent with the provisions made in other sections of the Agreement.

## **9.0 PUBLIC RELATIONS, ADVERTISING, AND PUBLICATIONS**

All public relations, advertising, or publicity activities and announcements about the initiation or operation of the 2 + 2 program, including representations made on websites maintained by the Institutions, shall acknowledge the cooperative nature of the program and make reference by name to both Institutions. Each Institution agrees not to engage in any such activity or make any such announcement without consulting in advance with the other Institution, except that institutional catalogs and websites published in a manner consistent with the principles of this Section and other Sections of this Agreement shall not require prior consultation. To facilitate the timely production of print and electronic communications, each Institution shall make every effort to respond quickly to requests for consultation. Content provided to the public about the program shall be consistent across all platforms and media.

The relevant Institutional personnel may prepare, publish, and distribute such informational and advising materials as are necessary to facilitate the success of the 2+2 program. Such materials shall be prepared in cooperation with and shared with the appropriate personnel from both

Institutions, with the intent of avoiding errors in the advising of 2+2 students, their families, and community members.

## **10.0 IMPLEMENTATION OF THE AGREEMENT**

Separate from the provisions of this Agreement, the Institutions or certain offices of the Institutions (e.g., Registrar, Treasurer) may develop written procedures related to the implementation of this Agreement. Whenever possible, such procedures should be acknowledged by the signatures of the Provost (for the College) and the Vice President for Academic Affairs (for TTC) of each Institution and attached as addenda to the current Agreement. Such procedures, once approved and published as addenda, should be reviewed by the two Institutions no less than once every two (2) years. Certain procedures may ultimately be incorporated in successor versions of the current Agreement, with the approval of the Provost (for the College) and the Vice President for Academic Affairs (for TTC).

Disputes over the implementation of this Agreement shall be resolved by the mutual agreement of the Vice President for Academic Affairs (for TTC) and by the Provost (for the College), or their designees, subject to the review and determination of the Presidents of the Institutions.

## **11.0 TERMINATION OF AGREEMENT**

This Agreement shall be deemed terminated in its entirety upon the occurrence of any one or more of the following events: (a) upon lawful direction from the South Carolina General Assembly; (b) upon the mutual agreement of the Institutions as evidenced by a fully executed rescission agreement; (c) upon deactivation or elimination of the Bachelor of Professional Studies program by the College; (d) following any merger of one Institution with any other institution of higher education; (e) following the loss by one Institution of its regional accreditation.

Further, an Institution may withdraw from this Agreement at any time and for any reason or no reason, provided that such Institution supplies the other Institution written notice at least six (6) months prior to such withdrawal and complies with all applicable federal and state laws and regulations and with the requirements of all applicable accreditors.

## **12.0 EXTENT OF AGREEMENT AND MODIFICATIONS**

This Agreement represents the entire and integrated Agreement between the Institutions and supersedes all prior negotiations, representations or agreements, either written or oral. No representations were made or relied upon by any Party other than those expressly set forth herein. No agent, employee, or representative of an Institution is empowered to alter or modify any of the terms in this Agreement unless such alteration or modification is done in writing and signed by the signatories below, or their successors, except as provided for in this Agreement.

## 13.0 NOTICES

13.1 Representatives. All notices, designations and other communications contemplated under this Agreement shall be in writing and shall be either personally delivered or transmitted by certified mail, facsimile transmission, or other device reasonably calculated to effect delivery of documents within three (3) calendar days. Unless otherwise agreed to in writing by the Institutions, such notices, designations, and communications shall be sent to the Institutions at the addresses noted below:

### If to the College of Charleston:

Name: Brian R. McGee  
Provost and Executive Vice President for Academic Affairs

Address: College of Charleston  
66 George Street  
Charleston, South Carolina 29424

### If to Trident Technical College:

Name: Catharine D. Almquist  
Vice President for Academic Affairs

Address: P.O. Box 118067  
Charleston, SC 29423

Any communications mailed to the College of Charleston should also be copied to General Counsel, Office of Legal Affairs, 66 George Street, Charleston 29424.

13.2 Authority. Each Provost or Vice President for Academic Affairs shall administer and interpret this Agreement on behalf of her or his respective Institution. The current signatories, or their successors, shall be the only individuals authorized to modify this Agreement by amendment or otherwise.

## 14.0 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Sections hereof.

## 15.0 WAIVERS

Any waiver by an Institution to any term or condition of this Agreement by another Institution shall not affect or impair the waiving Institution's right with respect to any subsequent act or omission of the same type, nor shall it be deemed to waive any other right under this Agreement;



nor shall any delay or omission of an Institution to exercise any right arising under this Agreement affect or impair such Institution's rights as to the same or any future delay or omission; nor shall the failure of an Institution under this Agreement to require or exact full and complete compliance with any one or more of the provisions of this Agreement be construed as in any manner changing such provision or provisions.

#### **16.0 SEVERABILITY**

If any provision of this Agreement, or any covenant, obligation or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant obligations or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

#### **17.0 CHANGES IN ADMINISTRATIVE TITLE AND ORGANIZATION**

Changes at an Institution in administrative titles, organization, and policies following the Effective Date of this Agreement shall not invalidate the Agreement. Amendments to the Agreement to correct and update obsolete administrative titles and obsolete organizational and policy references shall be proposed and adopted at the pleasure and convenience of the Institutions.

#### **18.0 NO THIRD PARTY BENEFICIARIES**

Nothing contained herein is intended by the Institutions to convey or vest any legal right or entitlement in a third party to enforce a term or condition of this Agreement or to seek any remedy for a violation of any such term or condition.

#### **19.0 TERM**

Performance under this Agreement shall begin on the Effective Date and, unless earlier terminated in accordance with Section 23.0, end at the close of business on June 30, 2022, except that the Presidents or their designees may amend this Agreement by signature to extend the Agreement for up to an additional three (3) years and/or to bring the Agreement into compliance with a new requirement or new requirements of the regional accreditor for the Institutions, with notice provided in the case of any such amendment or amendments to the Presidents of the Institutions. No renewal, revision, or extension of this Agreement for any term beyond June 30, 2025, or for any other reason shall be permitted without the agreement by signature of the chief academic officers of the Institutions.

## 20.0 LIABILITY

Subject to the provisions of the South Carolina Tort Claims Act, each party agrees that it shall be responsible for the wrongful acts of its employees and agents committed in the scope of their employment, as such may be related to this Agreement.

In the event of litigation for any dispute or disagreement that arises between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance by either party hereunder, or with respect to any dispute, claim, or controversy arising under or in connection with this Agreement or out of the breach thereof, liability shall be governed by the South Carolina Tort Claims Act set forth in Section 15-78-10 *et seq.* of the South Carolina Code of Laws, and jurisdiction shall be in the State of South Carolina with venue in Charleston County, South Carolina.

## 21.0 GOVERNING LAW

This Agreement shall be interpreted, controlled, and enforced in accordance with the substantive laws of South Carolina.



IN WITNESS WHEREOF, the Institutions have executed this Memorandum of Agreement on the date indicated below their respective signatures.

COLLEGE OF CHARLESTON

By: 

Printed Name: BRIAN R. MCGEE

Title: Provost/Exec. VP for Academic Affairs

Date: Oct. 16, 2017

TRIDENT TECHNICAL COLLEGE

By: 

Printed Name: CATHARINE D. ALMQUIST

Title: Vice President for Academic Affairs

Date: Oct. 19, 2017