

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

ASHEVILLE-BUNCOMBE TECHNICAL COMMUNITY COLLEGE

AND

THE UNIVERSITY OF NORTH CAROLINA ASHEVILLE

**I. PARTIES**

This Memorandum of Understanding (“MOU”), is made and entered into by and between the Asheville-Buncombe Technical Community College (“A-B Tech”) and the University of North Carolina Asheville (“UNC Asheville” or the “University”), collectively referred to as the “Parties.”

**II. BACKGROUND**

UNC Asheville is one of seventeen (17) constituent institutions of The University of North Carolina (“UNC System”), a North Carolina constitutionally mandated, legislatively created agency of the State of North Carolina. The University is the designated public liberal arts university in the UNC System and its practice of the liberal arts emphasizes the centrality of learning and discovery through exemplary teaching, innovative scholarship, creative expression, co-curricular activities, undergraduate research, engaged service, and practical experience.

A-B Tech is a comprehensive community college within the legislatively created North Carolina Community College System and serves Buncombe and Madison counties. The mission of A-B Tech is “Dedicated to student success, A-B Tech delivers quality education to enhance academic, workforce, and personal development.”

The Parties have a shared geographic perspective and a shared desire to strengthen the learning community and workforce development of Asheville, Buncombe County, Western North Carolina, the State of North Carolina and beyond.

**III. BULLDOG TRAILBLAZER PROMISE**

UNC Asheville and A-B Tech will create and administer a program on each Party’s campus called the Bulldog Trailblazer Promise: A Direct-Entry Admission Program (the “Program”). The Program name may be changed upon the mutual written consent of both Parties.

Building on the North Carolina Comprehensive Articulation Agreement (CAA) the Program will allow currently enrolled A-B Tech students a direct-entry pathway to UNC Asheville available

upon graduation from A-B Tech. Students who wish to participate in the Program must satisfy the following conditions:

- Be a currently enrolled student at A-B Tech in a degree-seeking capacity
- Complete UNC Asheville application for admission and disciplinary form
- Be in good standing at A-B Tech and other institutions attended
- Submit application fee or waiver and enrollment deposit
- Bulldog Trailblazer Promise applicants should have a minimum cumulative GPA of 2.0 at A-B Tech.

While enrolled at A-B Tech, students will identify their interest in the Program by completing a brief, online form provided by the UNC Asheville Transfer Counselor. There is no Program participation fee. Students who discontinue their participation will be expected to transition to UNC Asheville through regular admission channels.

The Program affords A-B Tech students access to information about academic programs, faculty, and staff at the UNC Asheville campus who will facilitate their transition to UNC Asheville. This Program prioritizes the ability to get admission, financial aid, and registration services communicated early in the transition process, which sets A-B Tech students up for maximum success at both institutions.

The Program requires completion of the Associate's Degree from A-B Tech for guaranteed admission. In cases where Program participants matriculate prior to completing the Associate's Degree, a Reverse Transfer Process provides the opportunity for students to complete their Associate's Degree after transferring to UNC Asheville.

Additional benefits that serve both campuses may be added to the Program structure by mutual written consent of both Parties. Examples may include, but are not limited to, consortium agreements for cross-campus enrollment in individual courses and on-campus living accommodations at UNC Asheville for Program participants.

#### RESPONSIBILITIES OF BOTH PARTIES

- Disseminating information about the Program to Asheville, Buncombe County, Western North Carolina communities and statewide;
- Raising awareness of the Program with relevant members of the A-B Tech and UNC Asheville campus communities;
- The Coordinator, University Transfer Advising Center at A-B Tech will work in concert with the identified Primary Point of Contact at UNC Asheville in the development and maintenance of the program. The A-B Tech Coordinator, University Transfer Advising Center will also serve as the point person for the UNC Asheville representatives while they are on campus;
- Developing and providing an online registration form for A-B Tech students to express interest in the Program;
- Providing faculty and staff to serve on the Program Committee;
- Ensuring that both parties honor the NCCCS/UNC Articulation Agreement;

- Providing real-time resource and information to A-B Tech students, on the A-B Tech campus, for students who express interest in the Program;
- Developing and maintaining a list of students who register to participate in the Program;
- Communicating with students who register to participate in the Program; and
- Providing guest-speaker access to A-B Tech students for services and opportunities that will be available after transitioning to the UNC Asheville campus. Some examples of guests to be made available to A-B Tech students include, but are not limited to, academic program chairs and faculty, Office of Academic Accessibility, Counseling and Health Services, Housing, Athletics.

### **A-B Tech Responsibilities**

A-B Tech will be responsible for:

- Aiding A-B Tech students pursuing the benefits of the Program to fulfill the requirements for admission to UNC Asheville;
- Complying with all applicable federal and state laws and A-B Tech policies, including but not limited to those related to financial aid; and
- Working collaboratively with UNC Asheville staff assigned to serve on the Program Committee.

### **UNC Asheville Responsibilities**

UNC Asheville will be responsible for:

- Advising and assisting A-B Tech students pursuing the benefits of the Program in fulfilling the requirements for admission to UNC Asheville;
- Complying with all applicable federal and state laws and UNC Asheville policies, including but not limited to those related to financial aid;
- Disseminating information about the Program to members of the UNC Asheville campus community;
- Providing faculty and staff assigned to administer the Program; and
- Disseminating information about the Program to candidates for admission who are not offered admission directly to UNC Asheville about the possibility to participate in the Program as a student at A-B Tech.
- Guaranteeing admission for applicants from A-B Tech who suffice all requirements in the above agreement.

## **IV. NOTICE**

The Parties designate the following individual(s) to administer and oversee the Program on behalf of his or her Party.

- A. For A-B Tech:  
Coordinator, University Transfer Advising Center
- B. For UNC Asheville:

Senior Director of Admissions and Financial Aid

**V. TERM AND TERMINATION**

The term of this MOU shall be for a period of four (4) years beginning on the date that it is fully executed by all parties ("Term"). The MOU may be renewed for additional four (4) year terms upon the mutual written consent of the Parties.

Either Party may, for any reason, terminate this MOU with sixty (60) days prior written notice to the other Party. If the MOU is terminated, A-B Tech students who had submitted a transfer application prior to the termination date will still be eligible to participate in the Program.

**VI. MODIFICATION**

This MOU may be amended or modified at any time upon mutual written consent by the Parties.

**VII. GOVERNING LAW**

This MOU is subject to applicable Federal and North Carolina State law. It is also subject to the University of North Carolina Board of Governors' policies and regulations and the policies and regulations of the North Carolina Community College System.

**VIII. RELATIONSHIP OF THE PARTIES**

It is expressly acknowledged by the Parties that they are independent contractors and nothing in this MOU is intended or shall be construed to create an employer/employee relationship, partnership or a joint venture relationship so as to allow one Party to exercise control or direction over the manner or method by which the other Parties perform the services which are the subject matter of this MOU. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other Party. Neither Party, nor any other person performing services on behalf of such Party pursuant to this MOU shall have any right or claim against the other party for Social Security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health insurance benefits, paid time off, or any other employee benefit.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the last written date below.

Dennis King      21 February 19  
Asheville-Buncombe Technical Community College      Date  
Dennis King, President

Nancy J. Cable      3/4/19  
The University of North Carolina Asheville      Date  
Nancy J. Cable, Chancellor

