

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

ASHEVILLE-BUNCOMBE TECHNICAL COMMUNITY COLLEGE

AND

WESTERN CAROLINA UNIVERSITY, CULLOWHEE, NORTH CAROLINA

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 Western Carolina University, Cullowhee, North Carolina (“WCU” or the “University”), collectively referred to as the “Parties.”

II. BACKGROUND

Western Carolina University creates learning opportunities that incorporate teaching, research, service, and engagement through on-campus, off-campus, on-line and international experiences. The university focuses its undergraduate, master's and doctoral programs, educational outreach, research, creative, and cultural activities to sustain and improve individual lives and enhance economic and community development in Western North Carolina and beyond.

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. CATAMOUNT TRAILBLAZER PROGRAM

WCU and A-B Tech will create and administer a program on each Party’s campus called the Catamount Trailblazer Program: A Direct-Entry Admission Program (the “Program”). The Program name may be changed upon the mutual written consent of both Parties. (NOTE: The Direct-Entry Admission Program discussed within this MOU pertains to admission to the University and not to a specific degree program. Some WCU programs of study have their own programmatic admission criteria, standards, policies, processes and deadlines.)

Building on the North Carolina Comprehensive Articulation Agreement (CAA), the Program will allow currently enrolled A-B Tech students a direct-entry pathway to WCU available upon graduation from A-B Tech. Students in the Program who satisfy the following conditions are guaranteed admission to Western Carolina University as outlined in the agreement (i.e., assures admission to the university but not to a specific program of study; some programs have their own programmatic application processes and/or admission criteria):

- Be a currently enrolled student at A-B Tech in a degree-seeking capacity;
- Submit WCU application for admission and records by WCU deadlines;
- Submit application fee or waiver and fulfill all commitment actions steps;
- Be in good standing at A-B Tech and other institutions attended;
- Demonstrate good citizenship and conduct;
- Earn and maintain a minimum cumulative GPA of 2.50 at A-B Tech and a minimum GPA of 2.20 in their most recent term; and
- Earn an Associate's Degree from A-B Tech in a college transfer program or in an applied program for which an articulation agreement exists.
- Enroll at WCU within one academic year (within the next two regular terms (fall/spring semesters) of completion of the Associate's Degree).

While enrolled at A-B Tech, students will identify their interest in the Program by completing a brief, online form provided by the WCU Transfer Counselor. There is no Program participation fee (Program participants must complete an application for admission and submit the nonrefundable application fee. Go to applicationfeewaiver.wcu.edu for details about application fee waiver policies and procedures). Students who discontinue their participation will be expected to transition to WCU through regular admission channels. Students who enroll at another college or university after their A-B Tech enrollment also will be expected to transition to WCU through regular admission channels.

The Program affords A-B Tech students access to information about academic programs, faculty, and staff at the WCU campus who will facilitate their transition to WCU. This Program prioritizes the ability to receive admission, financial aid, and orientation communications early in the transition process, which sets A-B Tech students up for maximum success at both institutions. Full access to WCU activities, services, and facilities occurs at the point of acceptance, commitment, and enrollment at WCU.

The Program requires completion of the Associate's Degree from A-B Tech in a college transfer program or an articulated applied program. 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 WCU.

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 invitations to selective events or programs.

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 WCU campus communities;
- The Coordinator, University Transfer Advising Center at A-B Tech, will work in concert with the identified Primary Point of Contact at WCU in the development and maintenance of the program. The A-B Tech Coordinator, University Transfer Advising Center, serves as the point person for WCU 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 representatives 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 WCU campus. Some examples of guests that could be made available to A-B Tech students include, but are not limited to, academic program chairs and faculty, academic advisors, admissions and financial aid counselors, student life staff, and student success representatives. This provision does not imply that instructional time will be provided for guest-speaker access.

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 university-level admission to WCU;
- Educating participants as to program-level admission opportunities and requirements;
- 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 WCU staff assigned to serve on the Program Committee.

WCU Responsibilities

WCU will be responsible for:

- Advising and assisting A-B Tech students pursuing the benefits of the Program in fulfilling the requirements for university-level admission to WCU;
- Educating participants as to program-level admission opportunities and requirements;
- Complying with all applicable federal and state laws, UNC System regulations and WCU policies, including but not limited to those related to financial aid;

- Disseminating information about the Program to members of the WCU campus community;
- Providing representatives assigned to administer the Program; and
- Disseminating information about the Program to candidates for admission who are not offered admission directly to WCU about the possibility to participate in the Program as a student at A-B Tech.

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:
Director, University Transfer Advising Center
- B. For WCU:
Director, Undergraduate Admissions

V. TERM AND TERMINATION

The term of this MOU shall be for a period of two (2) years beginning on the date that it is fully executed by all parties ("Term"). The MOU may be renewed for additional two (2) 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, the University of North Carolina System Office 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 *8 July*
Asheville-Buncombe Technical Community College Date
Dennis King, President

Kelli R Brown *7-8-19*
Western Carolina University, Cullowhee, North Carolina Date
Kelli R. Brown, Chancellor