

MEMORANDUM OF AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF EDUCATION
AND
The Technical College System of Georgia
REGARDING
*Articulated Credit for the Marketing and
 Communication Program*

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into by and between the Georgia Department of Education (“GaDOE”) and the Technical College System of Georgia (“TCSG”) (individually a “Party” and collectively as the “Parties”) regarding the Articulation of Credit Agreement for the Marketing and Communication Program (“Initiative”).

WHEREAS, the purpose of the Initiative is to provide students with the opportunity to receive specified college credit as a result of successful completion of specified high school courses taken in a pathway and an external assessment or credential; and

WHEREAS, this Initiative will allow students to receive credentialing in the specified field more quickly and without duplication of coursework between high school and college curriculum; and

WHEREAS, GaDOE and TCSG are the primary providers of these curricula, articulation between the two agencies will facilitate the goals of the Initiative.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the Parties, with acknowledgement that the policies for awarding credit vary from one technical college to another, and is within the sole discretion of the technical college, hereby agree as follows:

1. The Technical College System of Georgia agrees that colleges, upon the evaluation of a student’s coursework and assessment(s), may award credit for the following course(s):
 - A. Principles of Marketing (MKT 1100) *and* Integrating Marketing Communications (MKT 1190) provided that the enrolling student has successfully completed the following:
 - I. Three (3) GaDOE Marketing and Communication courses with a final grade of “C” or better:

GaDOE Marketing and Communication Course Number	GaDOE Marketing and Communication Course Name
08.47400	Marketing Principles
08.45100	Promotion & Digital Marketing
08.45200	Integrated Marketing Communications

AND

II. Successful completion of the following credentialing assessment

Assessment	Agency
Institutionally Developed Assessment	TCSG College

2. The Parties agree that they shall safeguard the confidentiality of student data as required by the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g, 34 C.F.R. § 99.33(a)) and all other applicable laws and regulations.
3. The Parties acknowledge and agree that neither Party shall be responsible for any loss, injury, or other damage to the person or property of anyone participating in the Initiative unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers, or employees.
4. This relationship is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Parties; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, or prospective employer of any participant of the Initiative.
5. Each Party shall designate a single point-of-contact to address and resolve any issues or concerns with anything related to this Agreement. Each Party shall notify the other Party in writing within fourteen (14) calendar days of any change of the point-of-contact. The following individuals are designated by their respective Party as the initial point-of-contact:

GaDOE:

Barbara M. Wall, Ed.D.
Deputy Superintendent, Career, Technical, and Agricultural Education
Suite 2053 Twin Towers East
205 Jesse Hill, Jr. Drive
Atlanta, GA 30334
404-387-1666
bwall@doe.k12.ga.us

TCSG:

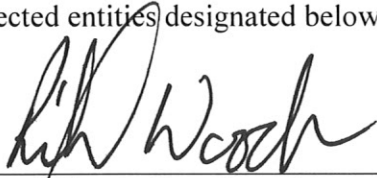
Kathryn R. Hornsby, Ph.D.
Assistant Commissioner, Technical Education
1800 Century Place, Suite 400
Atlanta, GA 30345
404-679-5281
khornsby@tcsge.edu

In the event a Party decides to designate a new point of contact, written notice must be given to the other Party within 15 (fifteen) days after the change happens. The notice shall include the name, title, address, phone number, and email of the new point of contact. Identification of a new point of contact is not considered an amendment to this Agreement.

6. This Agreement shall become effective upon date of the last signature and shall end on November 1, 2024.
7. The Parties may renew this Agreement with a mutually signed written agreement for successive one (1) year terms up to four (4) additional years.
8. The terms and conditions of this Agreement shall be periodically reviewed by the Parties. Each Party agrees to inform the other regarding curriculum or assessment changes that may impact the terms of this Agreement.
9. No modifications or alteration of this Agreement will be valid or effective unless each modification or alteration is made as an amendment to this Agreement and signed by both Parties.
10. This Agreement may be terminated by either Party without reason or cause by providing to the other Party written notice not less than thirty (30) calendar days in advance of the desired termination date.
11. Each Party represents that there is no litigation or proceeding pending, or to its knowledge, threatened against it having a material adverse effect on the right of the Party to execute this Agreement or the ability of the party to comply with any of its obligations under this Agreement.
12. No Party will be deemed to have waived any provisions of this Agreement unless such waiver is made explicit in writing and signed by the Party waiving such provision. No waiver shall be deemed to be a continuing waiver unless so stated in writing.
13. This Agreement shall not be assigned or transferred unless consented to in writing by the Department.
14. If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement. Further, if any provision of the Agreement is determined to be unenforceable by virtue of its scope but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law.
15. This Agreement shall be governed by, construed, and applied in accordance with the laws of the State of Georgia. Any action brought by one Party to this Agreement against the other shall be brought in the Superior Court of Fulton County.

16. This Agreement may be executed in one or more counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

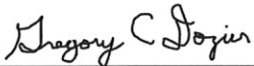
IN WITNESS WHEREOF, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.



Richard Woods, Superintendent
Georgia Department of Education

12-8-22

Date



Gregory C. Dozier, Commissioner
Technical College System of Georgia

10/28/2022

Date