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Winthrop University Richard W. Riley College of Education, Sport, and Human Sciences
Alternative Certification Pathway Memorandum of Agreement

This agreement is made between RICHLAND SCHOOL DISTRICT 2 hereinafter "the District" and WINTHROP UNIVERSITY, hereinafter "University." It outlines the relationship between the University and the District for the purpose of providing a pathway for teachers on an Alternative Certification license to achieve Professional certification.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Responsibilities of the University:

   A. To designate an administrator in the Richard W. Riley College of Education, Sport, and Human Sciences ("College") to facilitate the Alternative Certification program.

   B. To provide information materials to District and potential participants.

   C. To collaborate with the District to ensure participant program eligibility.

   D. To provide College faculty to coach participants and serve as a liaisons between the University and the District.

   E. To provide training/orientation for participants.

   F. To monitor participant progress and encourage completion.

   G. To support program completers in submitting documentation to the South Carolina Department of Education for a Professional Teaching Certification.

2. Responsibilities of the District:

   A. To designate a District Support Leader who will communicate and collaborate with the College administrator.

   B. To verify participant eligibility by submitting required documentation.

   C. To provide supervision and mentoring of program participants aligned with district induction and new teacher support.

   D. To provide the opportunity for participants to complete program requirements, including the lesson segments and video capture needed for demonstration of mastery and competency.

   E. To provide program data to the College including completer SCTS 4.0 data and student

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learning outcome data.

3. TERMS AND CONDITIONS:
   A. TERMS and TERMINATION.
      1. This agreement shall be effective from 09/01/2026 through 08/31/2030.

      2. Either party may terminate this agreement by providing thirty (30) days written notice of termination to the other party.

      3. Either party may terminate this agreement for cause, default, or negligence on the part of the other party, at any time without thirty days advance written notice. Either party may, at its option, allow the other party a reasonable time to cure the default before termination.

      4. In the event this agreement is terminated while a student is currently placed, the student will be allowed to complete his or her internship placement.

   B. AMENDMENTS. The agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the agreement.

   C. RECORDKEEPING, AUDITS, & INSPECTIONS. District shall create and maintain adequate records to document all matters covered by this agreement District shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the agreement and make records available for inspection, copying and audit at any time University deems necessary. If any litigation, claim or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. District shall allow University to inspect facilities and locations where activities under this agreement are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this paragraph may result in immediate termination of this agreement with no further obligation on the part of University.

      District must dispose of records containing University confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by University, or known or believed by District or District's employee or agent to be claimed as confidential or entitled to confidential treatment.

      District must agree that there shall be no unlawful discrimination in the Program based upon race, color, national origin, sex, age, or disability, as specified by Federal laws and regulations: Title VI of the Civil Rights Act of 1964; Title IX, Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Title II of the ADA of l990.

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D. REMOVAL. It is understood that if the District removes the participant from their position, the participant is no longer eligible for the alternative certification program and will be removed. The University, in consultation with the District, may also suspend or remove participants from the alternative certification program.

E. LIABILITY, NO AGENCY RELATIONSHIP. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this agreement. Neither party shall be employee, agent, partner, or joint venture of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this agreement.

F. NON-DISCRIMINATION. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by University.

G. DRUG FREE WORKPLACE. By signing this agreement, the District certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws Section 44-107-10 et. seq., as amended.

H. CHOICE OF LAW. The agreement, any dispute, claim, or controversy relating to the agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

I. DISPUTES. All disputes, claims, or controversies relating to the agreement shall be brought in the South Carolina Court of Common Pleas for York County or in the United States District Court for the District of South Carolina. By signing this agreement, District consents to jurisdiction in South Carolina and to venue pursuant to this agreement. Any act by University or District regarding the agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and is not a consent to jurisdiction of any court of agency of any other state.

J. INSURANCE. Each party will maintain general liability insurance and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its employees.

K. LICENSES. During the term of this agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of

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services herein. The District will immediately notify University if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of District or District's employees or agents providing or performing services under this agreement.

L. FINANCIAL RESPONSIBILITY. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this agreement.

M. COMPLIANCE WITH LAWS. District shall comply with all applicable laws and regulations in the performance of this agreement.

N. SEVERABILITY. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

O. ATTACHMENTS/ADDENDA. Any attachments, addenda or other materials attached to the agreement are specifically incorporated into and made part of this agreement.

P. NOTICE. All notices under this Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

IN WITNESS WHEREOF, the parties have entered into this agreement as indicated by the signatures below:

Winthrop University:

By: Beth Costner

Beth G. Costner
Dean

Date: 8/28/2026

Signed by:
By: Kevin Butler
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Kevin Butler
CFO and Vice President

Date: 2026-08-30 | 2:58 PM EDT

School District:

By: Nancy W. Williams

Name: Nancy W. Williams

Title: Senior Chief Financial Officer

Date: 09/17/26

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REVISED 6.11.2025

ADDENDUM

FOR RICHLAND SCHOOL DISTRICT TWO

To the extent entity: Winthrop University and Richland School District Two (District) desire to enter into a binding agreement (i.e., contract, memorandum of agreement, memorandum of understanding, quotation), it is hereby understood and agreed upon that the District Does Not Agree to any provision, to the extent that exists, that:

1. Requires the District to indemnify, hold harmless, or defend anyone for any reason (South Carolina law does not permit governmental entities to enter indemnification obligations pursuant to SC Code Section 11-35-2050).

2. Requires the District to pay attorneys' fees or litigation costs for any reason.

3. Is inconsistent with any provision of the South Carolina Consolidated Procurement Code.

4. Would have the purpose of effect of increasing or expanding any liability of the District or its employees for any loss, damage act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as a tort, contract, equitable indemnification or any other theory or claim.

5. States the governing law is a law other than South Carolina law.

6. States the venue for any dispute arising out of or related to any binding agreement will be adjudicated in a state other than South Carolina, Richland County, South Carolina, or Columbia, South Carolina, as applicable.

7. Requires payment terms less than 30 days from receipt of an invoice, unless other payments have been agreed upon (e.g., deposit).

ENTITY: WINTHROP UNIVERSITY

By: Signed by: Kevin Butler 2026-06-24 | 9:11 AM EDT
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Title: CFO & VP Finance and Business Affairs

Date: _____

RICHLAND SCHOOL DISTRICT TWO

By: Nancy W. Williams

Nancy W. Williams

Title: Senior Chief Financial Officer

Date: 9/17/26