Articulation Agreement
Between
Richard Bland College
And
The University of Richmond School of Professional & Continuing Studies

This Articulation Agreement (this “Agreement”) is made this 9th day of April 2014 (the “Effective Date”), by and between the University of Richmond, a private, non-profit institution of higher education located in Richmond, Virginia, by and on behalf of its School of Professional and Continuing Studies (collectively “SPCS”), and Richard Bland College, a public institution of higher education located in Petersburg, Virginia (“RBC”).

Recitals

A. SPCS desires to make available to qualified students at RBC the opportunity to enroll in a baccalaureate degree program at SPCS, following completion of an associate degree at RBC.

B. RBC desires to establish a relationship with SPCS to facilitate the matriculation of its qualified students to SPCS following completion of an associate degree at RBC.

Now therefore, the parties agree as follows.

Terms

1. Program. The parties agree to establish an articulation program (the “Program”). The Program shall be implemented as follows:

   a. Students must meet the following criteria to be eligible to be considered for participation in the Program:
      i. Be a degree-seeking student who began at RBC in Fall 2013 or thereafter;
      ii. Have signed a FERPA authorization permitting the release of all appropriate academic and demographic information between RBC and SPCS;

   b. Students seeking to participate in the Program will be required to apply to SPCS one semester prior to matriculation at SPCS.
i. Approximately two months prior to the applicable application deadline, RBC will provide SPCS a list of students intending to enroll. SPCS will establish and maintain contact with these students as necessary.

ii. For the fall term, applications must be received by February 1. For the spring term, applications must be received by October 1.

iii. Student participants will be required to provide an official copy of transcripts from all other colleges attended prior to matriculation at SPCS.

c. Admission into a program of study at SPCS is to be determined by the SPCS Admissions office.

i. SPCS agrees to accept qualified candidates who meet the admissions standards of the desired program of study at the time of admission to SPCS.

ii. Admission to the program is contingent upon either full or part-time study at SPCS and a continued record of good citizenship and character.

iii. Enrollment at SPCS is further contingent on available capacity, calculated on a program-by-program basis.

d. Subject to SPCS’s transfer policies, which may change from time to time, RBC may transfer a maximum number of 60 credit hours toward completion of a degree at SPCS.

e. Students who are accepted for admission to SPCS are subject to all academic requirements of SPCS. The University of Richmond specifically reserves the right to change requirements for any major, minor and/or program and to implement such changes during any particular year.

f. RBC students who enroll in the Program and are admitted to SPCS may select their course of continued study from the following list of academic majors at SPCS which may be changed or modified by SPCS from time to time.

i. Bachelor of Arts in Liberal Arts

ii. Bachelor of Science in Professional Studies
   
      1. Human Resource Management
      2. IT Management
      3. Paralegal Studies

2. **RBC’s Obligations.**

a. *Student Academic Advising.* RBC will provide information for those students who enroll in the dual admission degree program. Audit sheets will be used as the mechanism for communicating degree requirements to students. Course equivalencies and advance placement policies will be reviewed periodically
and appropriate revisions made as each institution adds, deletes, or changes course offerings.

b. **Announcement of Availability of Program.** RBC agrees to promote the Program to its students in appropriate literature and through the RBC website. Any written communications regarding the Program shall be approved, in advance, by both RBC and SPCS.

c. **Information Sharing.** Subject to FERPA, RBC will provide SPCS with periodic reports at the end of each term so that officials at each party can monitor the progress of students participating in the Program. RBC shall provide demographic data on each student to the admissions staff at SPCS so that literature and other relevant program information can be sent to students while they are attending RBC.

RBC will provide the relevant application data needed for the establishment of student records at SPCS, including a copy of each student's official RBC transcript.

d. **Faculty Collaboration.** RBC will encourage its faculty to collaborate with the faculty of SPCS regarding the Program and the academic support and advising provided to participating students.

3. **SPCS's Obligations.**

a. **Announcement of Availability of Program.** SPCS will make available to RBC students appropriate information regarding the Program and the baccalaureate degree programs offered by SPCS.

b. **Information Sharing.** Subject to FERPA, SPCS will provide information to RBC at the end of each term regarding the academic progress of RBC graduates who matriculated at SPCS as part of the Program.

c. **Academic Programs.** SPCS shall provide RBC with current information regarding its academic programs.

d. **Faculty Collaboration.** SPCS will encourage its faculty to collaborate with the faculty of RBC regarding the Program and the academic support and advising provided to participating students.

4. **Term.** The term of this Agreement shall be five (5) years, commencing upon the Effective Date, unless sooner terminated as provided herein. The parties will review the Agreement on an annual basis.

5. **Termination.**

a. This Agreement may be terminated at any time upon written agreement of the parties.

b. Either party may terminate this Agreement upon sixty (60) days prior written notice if the other party commits a material breach of any material term of this Agreement and fails to cure such breach to the reasonable satisfaction of the non-breaching party within such sixty-day notice period.
c. Either party may terminate this Agreement without cause upon 180 days prior written notice to the other party of the intention to terminate.

d. The parties agree that any student who has been selected for the Program prior to the termination or expiration of this Agreement shall continue to be eligible to participate in the Program accordance with the terms and conditions of this Agreement, notwithstanding such termination or expiration. The parties further agree that the terms of this Section 5(d) shall survive termination or expiration of the Agreement.

6. **Trademarks, Service Marks, and Logos.** Unless there is written consent of the relevant party, neither party shall use the name or any substantive part of the name, the logo, symbol, trademark or service mark of the other party in any advertising, publicity, or publication, or otherwise make, use or sell material reflecting such rights, except to the extent it may be necessary to comply with any applicable laws or regulations.

7. **Notice.** Notice for purposes of this Agreement shall be deemed duly given when, in writing, personally delivered and receipt signed or when delivered by the United States mail, certified, postage prepaid, addressed to the party to whom the notice is being given and receipt signed. Notice for the purpose of this Agreement shall be sent to the following persons:

**If to SPCS:**

Shelli C. Lord  
Compliance Manager  
University of Richmond  
SPCS  
28 Westhampton Way  
University of Richmond, VA 23173  
804.662.3104  
Shelli.lord@richmond.edu

**If to RBC:**

J. Tyler Hart  
Director of Institutional Effectiveness & Strategic Initiatives  
Richard Bland College of W&M  
11301 Johnson Road  
Petersburg, VA 23805  
804.863.2107  
jhart@rbc.edu

8. **Entire Agreement.** This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties.

9. **Severability.** Should any provision(s) of this Agreement be invalid, unlawful, or unenforceable, this shall not affect the validity of any other provision(s) of this Agreement to the Agreement as a whole.

10. **Governing Law.** This Agreement shall be construed and enforced under the laws of the Commonwealth of Virginia, excluding her choice of law provisions, and it shall be construed in a manner so as to conform to all federal, state, and local laws and regulations. The parties further agree that any action to enforce or construe any
provision of this Agreement may be brought only in the Commonwealth of Virginia, notwithstanding the appropriateness of the jurisdiction the courts of any other state.

11. **Compliance with Applicable Laws.**
   a. The parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities that regulate, license, govern and/or accredit the parties, including, but not limited to, federal, state and local governmental entities.
   b. In the event there are changes to or clarifications of federal, state, or local statutes, regulations or rules that may materially affect the operations of Richmond including but not limited to the tax-exempt status of Richmond, the parties agree to examine this Agreement and to renegotiate any applicable provisions to accommodate the changes in the law.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. **Headings.** Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

14. **Waiver.** No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first written above.

**UNIVERSITY OF RICHMOND**  
**SCHOOL OF PROFESSIONAL & CONTINUING STUDIES**

By:  
Name: Dr. Edward L. Ayers  
Title: President  
Date: 4-9-14

**RICHARD BLAND COLLEGE**

By:  
Name: Dr. Debbie L. Sydow  
Title: President  
Date: 4-9-2014