



Richard Bland College
of WILLIAM & MARY

MEMORANDUM OF UNDERSTANDING

VIRGINIA STATE UNIVERSITY and RICHARD BLAND COLLEGE

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") between **VIRGINIA STATE UNIVERSITY ("VSU" or the "University")**, a public baccalaureate educational institution and instrumentality of the Commonwealth of Virginia, located at 1 Hayden Drive, Virginia State University, Virginia 23806, and **RICHARD BLAND COLLEGE ("RBC" or "College")** a public two-year college and instrumentality of the Commonwealth of Virginia located at 11301 Johnson Road, Prince George, Virginia 23805, hereby enter into an agreement to implement a Reverse Transfer Degree program effective in Spring 2020.

The purpose of this Agreement is to share directory and academic record data among the party institutions in a manner consistent with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and any applicable law or policy governing any of the entities party to this Memorandum of Understanding.

The transcript information will be used to identify RBC or VSU students who may be eligible for a college credential through reverse transfer of credit from VSU to RBC. The goal of this Reverse Transfer Degree Program is to increase the number of individuals with a postsecondary credential in the Richmond- Metropolitan Area.

The terms and conditions of this Agreement are as follows:

I. PARTIES. The above mentioned institutions are all state entities that are eligible to share information with outside organizations and institutions for the purpose of achieving their missions. These institutions desire to share information regarding potential college graduates. The parties wish to share transcript information of students, which include:

- Student name
- Academic program
- Student (last) mailing address
- Student school email address
- Student personal email address
- Student phone number(s)
- Courses, credits, and grades earned

II. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, the party institutions agree to:

- A. In all respects comply with the provisions of FERPA. For purposes of this agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow any party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
- B. Seek signed and dated written consent from eligible students to share transcript information, in compliance with § 99.30 of Title 34 of the Code of Federal Regulations (C.F.R.).
- C. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement.
- D. Not to provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity.

III. RESPONSIBILITIES OF VSU. In order to implement the Reverse Transfer Degree Program, VSU will be responsible for the following:

- A. Identify students who have transferred from RBC to VSU who are eligible for participation in the Reverse Transfer Degree Program.
 - 1. To be eligible, students must meet all of the following eligibility criteria:
 - a. Transferred to VSU before earning an associate degree;
 - b. Transferred at least 45 credits to VSU;
 - c. Completed at least one semester of enrollment at VSU;
 - d. Have not graduated from VSU; and
 - e. Do not have a transcript hold at VSU.
- B. Contact each eligible student to request their signed and dated written consent in electronic form to share transcript information with their former college. In compliance with § 99.30(d) of Title 34 of the Code of Federal Regulations, the electronic consent form will not only identify and authenticate the student as the source of the electronic consent but also indicate the student's approval of the information contained in the electronic consent. VSU will start requesting student consent from participating college students as part of the application process for transfer students in Spring 2020.
- C. Send transcripts of eligible and consenting students free of charge to their former college's registrar (or representative).

- D. Market the benefits of participating in the Reverse Transfer Degree Program in all communications sent to eligible students.

IV. RESPONSIBILITIES OF RBC. In order to implement the Reverse Transfer Degree Program, the College will be responsible for the following:

- A. Conduct degree audits of students' College and VSU transcripts received as part of the Reverse Transfer Degree Program to determine degree eligibility. This will include an evaluation of students' residency status at College.
- B. Approve the use of upper-level course substitutions, as appropriate, to apply to associate degree requirements.
- C. Contact students to inform them of their degree eligibility.
- D. Market the benefits of participating in the Reverse Transfer Degree Program to students who plan to transfer to VSU before completing the associate degree.

V. TERM & TERMINATION: This Memorandum of Understanding shall be effective upon execution by all parties and shall remain in effect for an initial period of three (3) years. It may be renewed for set terms of one to three years thereafter upon written agreement of the parties. Any party may terminate this agreement upon 60 days written notice to the other parties.

VI. ACCOUNTABILITY: By May 2023, representatives from both institutions will meet and write a joint status report, including recommendations for the future of the Reverse Transfer Degree Program.

VII. NOTICES: Wherever in this Agreement it shall be required or permitted that notice be given or served by either party to or on the other, the notice shall be in writing and shall be delivered personally to the party to whom it is given or sent by prepaid, registered mail, addressed as follows:

Mary Gurnick
Acting Director of Academics
Richard Bland College
11301 Johnson Road
Prince George, VA 23805
804-862-6253
mgurnick@rbc.edu |

Kawachi Clemons, Ph.D.
Assistant Vice President Academic and Student Affairs
Virginia State University
1 Hayden Drive
Virginia State University, VA 23806
804-524-3063
kclemons@vsu.edu

Each such notice shall be deemed proper given three (3) business days after mailing in the case of mail and two hours after the time of transmission in the case of facsimile or email transmission. This address and/or facsimile numbers or email addresses may be changed from time to time by either party by notice as above provided.

VIII. INTERPRETATION: This Agreement constitutes all of the agreements between the parties pertaining to the subject matter of it and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the parties to it and there are no warranties, representations or other agreements between the parties to it in connection with the subject matter of it except as specifically set forth or referred to in this Agreement. No waiver of any other provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless expressly provided.

Headings are not to be considered part of this Agreement, and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents of any section. In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; and words importing persons include individuals, and proprietors, corporations, partnerships, trusts and unincorporated associations.

IX. ENFORCEABILITY: The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severed.

X. MODIFICATION OF AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

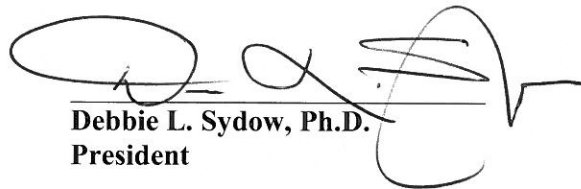
IN WITNESS WHEREOF, the parties have each caused this Memorandum of Understanding to be executed in their respective names and certify that each has the authority to execute this Agreement.

VIRGINIA STATE UNIVERSITY



Makola M. Abdullah, Ph.D.
President

RICHARD BLAND COLLEGE



Debbie L. Sydow, Ph.D.
President