

ARTICULATION AGREEMENT

between

EXCELSIOR COLLEGE

and

RARITAN VALLEY COMMUNITY COLLEGE

THIS AGREEMENT is made as of the 1st day of July, 2013, by and between Excelsior College, a not-for-profit education corporation organized and operating under the laws of the State of New York, having its principal office located at 7 Columbia Circle, Albany, New York 12203 (hereafter Excelsior); and Raritan Valley Community College, an education corporation formed under the laws of the State of New Jersey, having its principal office located at 118 Lamington Road, Branchburg, New Jersey 08876, (hereafter referred to as "RVCC").

RECITALS

WHEREAS, Excelsior is a not-for-profit institution of higher education chartered by the New York State Board of Regents and accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools; and

WHEREAS, Excelsior is authorized to offer a series of academic programs, which are registered with the New York State Education Department, leading to various associate, baccalaureate and masters degrees, and to confer such degrees; and

WHEREAS, Excelsior offers educational opportunities to adult learners with an emphasis on those historically underrepresented in higher education and Excelsior meets students where they are – academically and geographically, offering quality instruction and the assessment of learning.

WHEREAS, Excelsior will offer students the opportunity to transfer credits allowing them to utilize courses at your institution or other local institutions and then supplement these with Excelsior's online courses and credit-by-exam.

WHEREAS, RVCC is an institution of higher education authorized to offer programs leading to an associate degree, and to confer the appropriate associate degree on students successfully completing such programs; and

WHEREAS, RVCC is Accredited by the Middle States Commission on Higher Education; and

WHEREAS, Excelsior is willing to accept such credits toward an appropriate Excelsior baccalaureate degree, the conditions set forth below are met; and

WHEREAS, RVCC wants to expand, enhance and improve the educational opportunities for its students and employees. Consistent with that goal, the parties have agreed to partner for this purpose.

WHEREAS, Excelsior recognizes the importance of providing seamless coordination between the associate and baccalaureate degree enrollment. RVCC students and employees have the choice to continue taking courses at RVCC beyond the associate degree to fulfill coursework towards a baccalaureate degree at Excelsior.

WHEREAS, Excelsior is prepared to work with RVCC to assist its students and employees in pursuing their educational objectives, through the terms of this Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS

1. Excelsior will recognize toward an appropriate Excelsior baccalaureate degree, all lower level course work to the maximum allowed (approximately 105 credits) including work completed toward a RVCC associate degree and/or recognized by RVCC for work completed by its students and employees at other institutions and accepted by RVCC provided that:
 - (a) Each student or employee seeking recognition by Excelsior of RVCC shall have enrolled in Excelsior, and shall have paid all required Excelsior fees
 - (b) Such RVCC credits are reflected in an official RVCC transcript and submitted in a sealed RVCC envelope
 - (c) Coursework being transferred meets degree requirements
 - (d) A grade C or better has been attained in all transferred coursework
 - (e) Coursework is not classified, as determined by Excelsior, as orientation, remedial/developmental, or non-degree level. All of which are not applicable towards an Excelsior degree. No more than two credits of physical education activity coursework will be accepted toward an Excelsior degree.
2. Each student and employee will meet the academic requirements of his or her chosen degree by:
 - (a) completing a RVCC associate's degree and/or transferring all completed coursework from RVCC; and/or
 - (b) completing coursework not transferable from RVCC with Excelsior or through transfer from an Excelsior recognized source of credit. Excelsior puts no limit on the number of credits a student or employee can transfer as long as that credit meets degree requirements and comes from an approved source
www.excelsior.edu/waystoearncredit


- (c) Credits earned from Excelsior College and other accredited colleges and universities as well as training, certifications and examination programs evaluated and recommended for college credit by Excelsior College, The American Council on Education College Credit Recommendation Service (ACE CREDIT), or National College Credit Recommendation Service (National CCRS), formerly known as National PONSI. Some credit transfer time limitations apply.
3. The standards of admission to Excelsior and policies governing the recognition of transfer credits most recently published at the time a given student seeks enrollment will apply.
 4. Enrolled and matriculated Excelsior students are eligible to apply for Title IV federal financial aid and appropriate Excelsior scholarships programs and payment plans.
 5. RVCC will promote Excelsior's programs to its students and employees through the following communication venues:
 - (a) Provide a link on the RVCC web site to an articulation agreement page on Excelsior's web site created specifically for RVCC.
(ccpartnerships.excelsior.edu)
 - (b) Send out a press release describing the partnership to RVCC's list of media contacts and post such information on RVCC's web site. Excelsior will provide and approve the final press release
 - (c) Publicize partnership through other appropriate venues
 - (d) Place Excelsior brochure/poster in advising offices or other areas deemed appropriate and distribute at events
 - (e) Collaborate with and send out on behalf of Excelsior, joint promotions, which may include information sessions, and emails/direct mails to students, employees, alumni, and RVCC faculty
 6. Excelsior will promote this Agreement through the following communication venues:
 - (a) Provide a press release describing the partnership to RVCC to send to RVCC's list of media contacts and post such information on RVCC's web site
 - (b) Provide a link back to RVCC on Excelsior's web site
 - (c) List RVCC on the Articulation Agreement page of Excelsior's web site
 - (d) Add information regarding the partnership to appropriate marketing material
 - (e) Produce brochure/poster describing the program for distribution by RVCC and Excelsior

- (f) Produce advertisements for college newspaper/community paper if Excelsior deems appropriate
 - (g) Promote the partnership at events/conferences attended by Excelsior if deemed appropriate by Excelsior College
7. Excelsior will support this partnership through the following activities:
- (a) Develop transfer guides indicating how particular RVCC degrees fit into one of Excelsior's bachelor degrees and /or general transfer guides based on RVCC's general education curriculum. Guides developed under this agreement are listed in Appendix A but additions, deletions and corrections, may be made at any time, and will become effective when agreed upon by both parties.
 - (b) Post all guides developed under this agreement on Excelsior web site.
 - (c) Provide preferential pricing, consistent with the pricing schedule in Appendix B and B1. Tuition and fees listed are subject to change annually at the sole discretion of Excelsior.
 - (d) Provide RVCC staff primary contacts from each of Excelsior schools.
 - (e) Provide reports on enrolled RVCC transfer students and employees, their majors and academic performance to the extent permitted by law.
8. The academic affairs staff of both institutions will review this Agreement on an as needed basis to ensure that it is up-to-date.
9. Neither party shall use or display any trademark or service mark of the other party without the prior written approval of the other party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.
10. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the parties may exchange or otherwise access or come into possession of the other party's confidential business and student information. The parties understand and agree that all confidential information exchanged between them or otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each party hereto further agrees to make no other use of the other party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both parties understand and agree to abide by the requirements of the Family Educational Rights and Privacy Act, 20 USC 1232g (FERPA) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

11. The term of this Agreement is three (3) year(s) from the date first written above unless terminated early by either party upon not less than ninety (90) days written notice to the other party.
12. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorneys fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
13. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New York without regard to any conflicts of law principles.
14. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
15. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
16. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Excelsior, and Excelsior shall be free to reinstate such term and condition without notice.
17. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

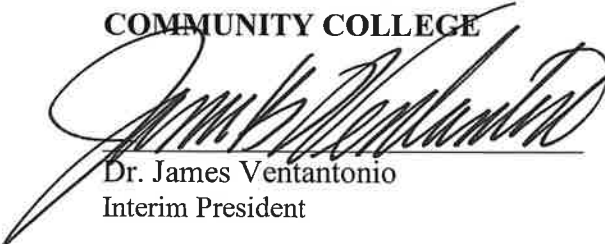
IN WITNESS WHEREOF, the parties hereto executed this Agreement effective on the date indicated above.

EXCELSIOR COLLEGE


 Mary Beth Hanner, Ph.D., RN, ANEF, FAAN
 Provost and Chief Academic Officer

7/18/13
 Date

**RARITAN VALLEY
 COMMUNITY COLLEGE**


 Dr. James Ventantonio
 Interim President

 Date