

**AGREEMENT FOR ACCELERATED DUAL DEGREE ARRANGEMENT
BETWEEN**

University of Virginia at Wise

And

Appalachian School of Law

This Agreement for Accelerated Dual Degree Arrangement (“Agreement”), dated this 25th day of October, 2020 (the “Effective Date”), is made by and between University of Virginia at Wise (“Institution”), an educational institution and agency of the Commonwealth of Virginia located at 1 College Avenue, Wise, Virginia, 24293, and Appalachian School of Law (“ASL”), an educational institution located at 1169 Edgewater Drive, Grundy, Virginia, 24614, (together, the “Parties”).

In order for the Parties to achieve their mutual goal of academic development, the Parties hereby agree to pursue the initiation of a dual degree program.

WHEREAS, the purpose of this Agreement is to implement an accelerated dual degree arrangement (“DDA”) allowing students to earn a baccalaureate degree through Institution (the “Institution Program”), and the Juris Doctor from Appalachian School of Law (the “ASL Program”) (collectively, the “Programs”) in six years rather than the usual seven; and

WHEREAS, the Parties wish to set forth the terms and conditions of the collaborative initiation of the DDA;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

1. Academic Activities and Educational Plan.

1.1 Academic Oversight.

The DDA shall be overseen by a committee including the Chancellor at Institution (or designee), and the Dean of ASL (or designee), and such other persons as may be designated by each Party. Institution shall be solely responsible for the curriculum of the Institution Program, and ASL shall be solely responsible for the curriculum of the ASL Program.

1.2. Accreditation and Other Regulatory Oversight.

1.2.1. Approval.

This Agreement is contingent upon approval by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the State Council of Higher Education for Virginia (SCHEV), as appropriate and if required.

1.3. Admissions.

1.3.1. Application.

Applications for all students to the ASL Program must be received by January 1 of the calendar year in which the student desires to enroll in the law school.

1.3.2. Admissions Requirements.

Admission to ASL is guaranteed, so long as the applicant meets the requirements contained herein and the requirements for character and fitness to practice law.

For Institution students who do not qualify for the DDA program but wish to apply to ASL for admission upon completion of their baccalaureate degree at Institution, ASL shall make a holistic review of their applications. Assuming minimum eligibility requirements are met, ASL shall schedule an interview with the applicant to assess abilities and maturity for professional study, and ASL shall reach an expedited one-week decision on admission.

1.3.3. Eligibility.

To be eligible to participate in the DDA, Institution students must:

- Have completed three-fourths of the credits required for a bachelor's degree from Institution at the time of the student's enrollment at ASL.
- Obtain permission of the undergraduate advisor(s) to pursue accelerated study.
- Maintain a minimum cumulative undergraduate grade point average of 3.00 as calculated by the Law School Admission Council. This GPA must be achieved at the time of application to the DDA program and maintained throughout enrollment at Institution.

- Obtain an LSAT score equal to or exceeding 153. (If LSAC changes the scoring scale for the LSAT, this minimum LSAT score will be revised accordingly.)

1.3.4. Admissions Process.

Applicants must:

- Complete and submit a DDA Participation Form in the freshman or sophomore years of undergraduate study (or equivalent) to the Office of Admission, Appalachian School of Law, 1169 Edgewater Drive, Grundy, Virginia 24614.
- Take the LSAT no later than December of the “junior” undergraduate year.
- Submit the completed ASL JD application through the Law School Admission Council by January 1 of the “junior” academic year. This application includes a personal statement, a résumé, recommendations, transcripts, and other materials.
- Complete an interview with the admissions staff of ASL.

1.3.5. Acceptance.

Students shall be notified by phone and in writing of admission to ASL. The Institution shall also be notified in writing of the student's admission to the law school.

1.3.6. International Student Responsibilities.

Students shall be solely responsible for complying with host country immigration and visa laws and requirements. U.S. law requires institutions to review each foreign student's financial records to ensure that the student can meet his or her expenses. While not tied to eligibility for admission, the financial review and approval shall be conducted prior to issuance of visa documents.

1.4. Curriculum and Degrees Awarded.

1.4.1. Curriculum.

The curriculum for the DDA shall consist of a baccalaureate degree program from Institution and the complete Juris Doctor curriculum from ASL. A sample program for the J.D. is attached as Appendix A.

1.4.2. Degrees Awarded and Timing of Awards.

Students shall receive the baccalaureate degree from Institution immediately upon successful completion of the first year courses of ASL for the DDA program in accordance with Institution's normal graduation procedures. Students will be responsible for providing an official transcript of the credit hours earned to Institution and applying for graduation. Students shall receive the Juris Doctor (JD) from ASL immediately upon completion of ASL's JD requirements, in accordance with normal law school graduation procedures.

1.5. Student Regulations and Responsibilities.

1.5.1. Academic and Disciplinary Regulations.

Students shall be subject to the policies, codes of conduct, and disciplinary regulations of the institution at which they are currently in residence: at Institution for the first three years of baccalaureate study, and at ASL upon enrollment in the JD program.

1.5.2. Enrollment and Participation in the DDA.

1.5.2.1. Full-time Enrollment.

Students participating in the DDA must enroll on a full-time basis at ASL.

1.5.2.2. Declined Admission.

If a student declines admission to ASL for the year offered through the DDA, the student shall no longer be a DDA participant, and would have to apply for readmission.

1.5.2.3. Cessation of Study.

A DDA student leaving ASL for any reason ceases to be part of the DDA.

1.5.2.4. Withdrawal from DDA.

If a DDA student fails to successfully complete the first year of law school or chooses to withdraw, Institution agrees to permit the student to return to Institution for completion of the undergraduate degree.

1.5.2.5. Dismissal.

A student dismissed from ASL may seek readmission to ASL in accordance with the Academic Regulations of ASL or to

Institution if permitted by Institution's academic and disciplinary regulations.

1.5.3. Transcripts.

Students are responsible for requesting their own transcripts from each Party and providing them to the other. ASL cannot request student transcripts directly from another institution, nor can it provide them without a student request.

1.6. Tuition, Fees, and Expenses.

Students shall pay tuition and fees to Institution until enrollment at ASL. At that time, students shall pay tuition and fees to ASL.

1.6.1. Scholarships.

Students in the DDA are eligible for all scholarship opportunities available to JD students.

ASL publishes its Merit Scholarship standards annually on its website. DDA students who qualify for admission to ASL will necessarily be qualified for certain scholarship opportunities. DDA students should refer to ASL.edu for current information regarding scholarship standards and awards. DDA students are encouraged to apply as early as possible, as Merit Scholarships are awarded on a "first come, first served" basis subject to availability of funds.

1.7. Assessment.

1.7.1. Review.

ASL and Institution agree to review this Agreement every three years. Each institution shall designate an individual to serve as liaison for the purpose of monitoring this Agreement.

1.7.2. Data.

ASL shall provide anonymous tracking data on performance of Institution DDA students at ASL, including ASL courses attempted and completed, cumulative grade point average, and graduation date from ASL.

2. General Terms and Conditions.

2.1. Term and Termination.

This Agreement shall be for a period of three years from the Effective Date.

This Agreement may be terminated by a Party without cause upon ninety (90) days' notice to the other Party, provided that the notice of termination does not disrupt the operations of the then-current semester, and that currently enrolled students are given the opportunity to complete their degree programs.

2.2. Notice.

Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally or internationally recognized overnight delivery service, or personally served upon the appropriate party.

To: Attention: Dean
Appalachian School of Law
1169 Edgewater Drive
Grundy, VA 24614

To: Attention: Chancellor
University of Virginia at Wise
1 College Avenue
Wise, VA 24293

2.3. Applicable Law and Venue.

This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. In the event of a dispute between the Parties, the Parties agree to submit any such dispute to mediation prior to litigation. The mediation shall be conducted by a mediator from The McCammon Group, who shall be agreed upon by both Parties. In the event the Parties can not agree on a mediator, the Parties shall ask The McCammon Group to appoint a mediator. The cost of any such mediation shall be equally divided between the Parties. If mediation fails to resolve the dispute between the Parties, any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. Institution and ASL each agrees that it shall at all times comply with all applicable federal and state laws and regulations.

2.4. Entire Agreement.

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.

2.5. Severability.

Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.

2.6. Waiver.

The failure of a party to enforce any provision in this Agreement shall not be deemed a waiver of such right.

2.7. Assignment.

Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

2.8. Independent Contractors.

The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Neither Party shall sponsor, endorse, or make any express or implied warranties for the other.

2.9. Publicity.

Except as specifically provided for herein, the Parties shall not use, in external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date.

2.10. Use of Trademarks.

Neither Party shall use the name or any trademark of the other without prior written permission. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date.

2.11. Image.

Neither Party shall take any action or inaction intended to be detrimental to the image or reputation of the other.

2.12. Nondiscrimination.

Both Parties to this Agreement agree to not discriminate on any basis prohibited by state or federal law.

2.13. Force Majeure.

Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.

2.14. Authorized Signatures.

The signatory for each Party certifies that he or she is an authorized agent to sign on behalf of such Party.

2.15. Conflicts of Interest.

No employee of ASL may receive compensation from Institution unless authorized by ASL in writing.

2.16. Third-Party Beneficiaries.

No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

2.17. FERPA.

All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99).

2.18. Sovereign Immunity.

Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

WITNESS the following signatures of the Parties:

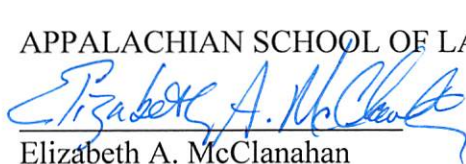
UNIVERSITY OF VIRGINIA AT WISE:



Donna Henry, Ph.D.
Chancellor

10/29/2020
Date

APPALACHIAN SCHOOL OF LAW:



Elizabeth A. McClanahan
Dean

10/29/20
Date

University of Virginia at Wise-ASL 3+3 Accelerated Law School Proposal

Year 4 (1L)			
Fall	Credits	Spring	Credits
Intro to ASL Legal Studies I	2	Intro to ASL Legal Studies II	2
Contracts I	3	Contracts II	3
Civil Procedure I	2	Civil Procedure II	2
Legal Process I	3	Legal Process II	3
Property I	3	Property II	3
Torts	4	Criminal Law	3
		Intro to Externship	1
TOTAL	17	TOTAL	17
Summer			
Externship	2		
TOTAL	2		
Year 5 (2L)			
Fall	Credits	Spring	Credits
Criminal Procedure	3	Business Associations	4
	3	Wills & Estates	3
Evidence	4	Professional Responsibility	3
Constitutional Law I	3	Constitutional Law II	3
Writing*	1-3	Writing*	1-3
Electives	2-5	Electives	2-5
TOTAL	15-18	TOTAL	15-18
Year 6 (3L)			
Fall	Credits	Spring	Credits
Family Law	3	Bar Preparation Studies	3
Secured Transactions/UCC	4		
MBE Fundamentals	2		
Electives	6-9	Electives	12-15
TOTAL	15-18	TOTAL	15-18

*The 2L Writing requirement may be met by completing one semester of Appellate Advocacy (3 credits) or two semesters of Legal Writing with a Purpose (2 credits total).

** In order to graduate from ASL, students must complete all required courses (listed above); 8 hours of Practicum Courses, one of which must satisfy the Upper Level Writing Requirement; one seminar course or completion of requirements for Appalachian Journal of Law or ASL Moot Court Team, which satisfies the Seminar Writing Requirement; required Community Service standards; and all other requirements established by ASL. A minimum of 93 credits is required for conferral of the Juris Doctor degree. The requirements set forth herein are valid for the entering class of 2021, and are subject to change.