

**TRANSFER AGREEMENT
BETWEEN
JOHNSON & WALES UNIVERSITY
AND
CAZENOVIA COLLEGE**

This agreement, including any exhibits, incorporated by reference herein (“Agreement”), is hereby made and entered into between Johnson & Wales University, a Rhode Island non-profit organization, with a principal place of business at 8 Abbott Park Place, Providence, RI 02903 (“JWU” or “University”), and Cazenovia College, a New York non-profit educational corporation, with a principal place of business at 22 Sullivan Street, Cazenovia, NY 13035 (“CC” or “Partner”), each a “Party” and, collectively, the “Parties.” This Agreement is effective on the last date signed by both Parties (“Effective Date”).

WHEREAS, CC is developing specific plans for providing appropriate and reasonable ways for its students to pursue their education in the event that it determines voluntarily to close or its degree-granting authority and/or ability to receive disbursement of financial aid is circumscribed or curtailed by the actions of the Middle States Commission on Higher Education, New York State Board of Regents, or the United States Department of Education.

WHEREAS, one option for a school which has determined to close or has ceased to have degree-granting authority is for it to enter into an agreement with another accredited institution that will provide reasonable avenues for affected students to pursue their education.

NOW, THEREFORE, the Parties agree as follows:

Consistent with regulatory and accreditation requirements for a teach-out,

qualifications. JWU agrees to waive the application fee for students applying through this Agreement.

- b. CC students in the Teach-Out Programs will be considered as transfer students. To the extent not inconsistent with this Agreement, CC students in the Teach-Out Programs shall be treated in accordance with JWU policies and procedures related to transfer students.
- c. CC students in the Teach-Out Programs will be treated in an equitable manner and afforded the same care and consideration provided to all other JWU students, and academic, administrative, and student support services and assistance will be made available to ease their transition from CC to JWU and during their academic experience at JWU.
- d. JWU's obligations under this Agreement do not extend to any matters not explicitly covered by this Agreement. JWU assumes no responsibility for any issues or matters associated with CC's operations, closure, disposition of assets, financial aid responsibilities, debt of any kind or other currently existing or potential financial obligations, legal requirements related to closure or any other matters in any form whatsoever associated with CC's operations and/or closure.
- e. JWU will undertake its obligations described herein at no cost to CC other than the costs associated with transferring student data and information, which shall be borne solely by CC.
- f. For the 2023-24 academic year, JWU agrees to charge CC students admitted to JWU in accordance with this Agreement the same tuition rate that those students would have paid to CC in that same academic year.
- g. CC students applying through this Agreement may be eligible, upon application, to receive scholarships and financial aid, including need-based grants, available through JWU in an amount equivalent to the net financial aid they received from CC in the 2022-23 academic year, provided the students continue to meet eligibility requirements for such aid. To apply for aid available through JWU, incoming CC students must file the Free Application for Federal Student Aid (FAFSA) and add the JWU school code (003404). After submitting the FAFSA and a review by the JWU Financial Services Office, students will receive notification of their respective financial aid awards. Students will also be eligible to apply for undergraduate level federal and state aid (e.g., Pell, TAP).
- h. JWU will waive its residency requirement for CC students transferring under this Agreement.
- i. JWU will award transfer credit for coursework completed at CC only where the CC student achieved a minimum overall grade point average of 2.0 and a passing grade for all CC courses. Transfer credits are not calculated into the student's grade point average at JWU. CC students shall still be responsible for meeting program requirements and prerequisites deemed essential by JWU, and the mere fact that a student has satisfied a general education requirement at CC shall not necessarily mean that such student has satisfied a program requirement, prerequisite, or general education requirement at JWU.
- j. CC students who enroll under this Agreement and complete their degree in accordance with all applicable JWU requirements will receive a JWU degree and diploma.

Equine Management	BPS	Equine Studies B.S.*	35
Fashion Design	BFA		18
Fashion Merchandising Mgt	BPS	Fashion Merchandising & Retailing B.S.	6
Finance	BS	Finance B.S.	7
Human Services, Children Youth	BS		11
Human Services, Generalist	BS		7
Human Services, Mental Health	BS		17
Inclusive Early Childhood Education	BS		10
Inclusive Elementary Education	BS		17
Interior Design	BFA		55
Photography	BFA		14
Psychology	BS	Psychology B.S.	28
Sport Management	BPS	Sport, Entertain, Event Management B.S.	34
Studio Art	BFA		14
Visual Comm, Advertising Design	BFA		2
Visual Comm, Animation	BFA		5
Visual Comm, Graphic Design	BFA		25

EFFECTIVE DATE AND TERMINATION: This Agreement will become effective only upon a decision by CC to close or a loss of CC's ability to award degrees or eligibility to distribute federal financial aid. This Agreement must also be approved by the Middle States Commission for Higher Education and the New York State Education Department to become effective. The obligations under to this Agreement shall terminate when all CC students accepted by JWU pursuant to this Agreement have graduated from JWU, have failed to be continuously enrolled at JWU, or four years from the date of this Agreement, whichever comes first.

MISCELLANEOUS:

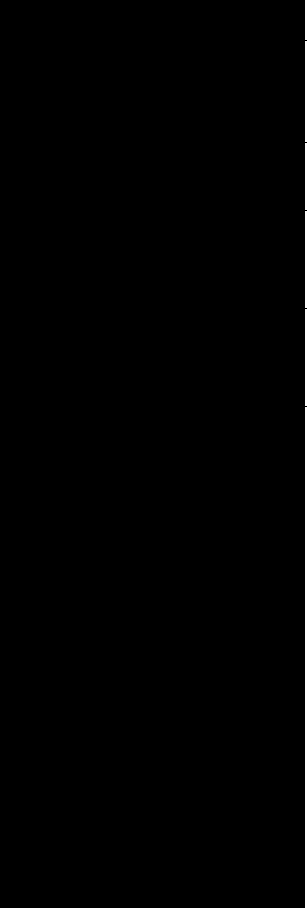
- a. The provisions of this Agreement, which supersedes all prior drafts, agreements, and understandings, oral and written, and shall be governed in all respects, including as to validity, interpretation, and effect, by the laws of the State of Rhode Island. This Agreement may be executed in one or more counterparts (including by means of facsimile or portable document format (pdf)), each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. No Party hereto may waive, modify, or assign its rights or obligations hereunder, without the prior written consent of the other Party hereto. This Agreement shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
- b. **Confidentiality and Data Protection.** Both Parties agree that personal information shall be maintained in a confidential manner and shall not be released to any third party without the prior consent from the other Party or as otherwise permitted by

applicable law, including but not limited to the Family Education Rights and Privacy Act of 1974 (FERPA). In the course of dealings between the Parties, each Party represents warrants and covenants that it is capable of maintaining, and that it shall at all times maintain: appropriate safeguards for non-public personal financial information, student education records, and other protected information (“Protected Information”) relating to students. Upon student request and authorization, academic information will be provided to JWU and/or CC. Protected Information shall be held in confidence and may only be used and accessed in furtherance of the purposes set out in this Agreement. Each Party will protect such Protected Information in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information of a similar nature. Both Parties agree to comply with all applicable data protection laws in processing and transferring Protected Information pursuant to this Agreement. CC shall be responsible for all necessary notices and consents to collect, process, and transfer Protected Information to JWU. The Parties agree to amend this Agreement as necessary to comply with applicable data protection laws.

- c. **Non-Discrimination.** Both Parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, national origin, sex, sexual orientation,

Biology:

Cazenovia College 0.TJ72refm804			





Communications:

Cazenovia College Communication Studies BA	Sem. Crs.	Johnson & Wales University Communication B.A.	Sem. Crs.
General Education Requirements			
Competency #9: Critical Thinking , Problem Solving, and Information Literacy: HU 375 Methods of Inquiry OR SB375 Methods of Inquiry	3		
Competency #10 First Year Seminar: Choose from First Year Seminars Senior Capstone: HU499 Capstone Seminar in the Humanities	3 3		
Competency #1: Written Communication EN101 Academic Writing I AND EN201 Academic Writing II	3 3	ASCI1999 Arts & Science Elective (fulfills ENG1020 Rhetoric & Composition) ENG1021 Rhetoric & Composition II	3 3
Competency #2: Spoken and Interpersonal Communication CM121 Effective Speaking AND CM301 Speech and Rhetoric OR CM313 Debate OR CM410 Advocacy and Public Communication OR			

Criminal Justice:

Cazenovia College Criminal Justice and Homeland Security Studies B.S.	Sem. Crs.	Johnson & Wales University Criminal Justice BS	Sem. Crs.
General Education Requirements			
Competency #9: Critical Thinking , Problem Solving, and Information Literacy: SB375 Methods of Inquiry	3		
Competency #10 First Year Seminar: Choose from First Year Seminars Senior Capstone: CJ499 Senior Capstone	3 3	FYS1020 First Year Seminar	1
Competency #1: Written Communication EN101 Academic Writing I AND EN201 Academic Writing II	3 3	ASCI1999 Arts & Science Elective (fulfills ENG1020 Rhetoric & Composition) ENG1021 Rhetoric & Composition II	3 3
Competency #2: Spoken and Interpersonal Communication CM121 Effective Speaking AND CM301 Speech and Rhetoric OR CM313 Debate OR CM410 Advocacy and Public Communication OR			

CAR0010 Career Management	1
PSYC2002 Abnormal Psychology	3
RSCH2050 Workshop in Acquiring Social Research Skills	3
SOC3060 Deviant Behavior	3
Arts & Sciences Core Experience	
ILS4000 Integrative Learning 4000-Level	3
SC11015 Introduction to Life Science or SC12020 Exercise Physiology or SC12031 Anatomy and Physiology	3
Total Remaining Credits	43
Total Program Semester Credits	122

