

**TEACH-OUT AGREEMENT  
BETWEEN  
ALFRED UNIVERSITY  
AND  
CAZENOVIA COLLEGE**

This Teach-Out Agreement (“Agreement”), dated December 21, 2022, is by and between Alfred University, a New York State not-for-profit educational corporation, and Cazenovia College, a New York State not-for-profit educational corporation, each a “Party” and collectively referred to as “the Parties”.

WHEREAS, Cazenovia College is developing specific plans for providing appropriate and reasonable ways for its students to pursue their education in the event that Cazenovia College 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 a teach-out 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, the Parties agree that Alfred University is a teach-out partner for those Cazenovia College programs which have been determined by both Parties to align with current Alfred University offerings (which programs are identified in the Appendix to this Agreement) and programs for which Alfred University is able to obtain appropriate regulatory approval to extend pursuant to the teach-out (collectively, the “Teach-Out Programs”). It is expressly understood that Alfred University’s status as a teach-out partner for the Teach-Out Programs has been determined to be in the best interests of Cazenovia College's students by Cazenovia College. Alfred University has the necessary experience, resources, and support services to provide an educational program that is of acceptable quality for those Teach-Out Programs for which it is registered with, or which Alfred University will seek and obtain approval (provisional or otherwise) from, the New York State Board of Regents, and such programs are reasonably similar in content, structure, and scheduling to that provided by Cazenovia College. In particular, with respect to the Teach-Out Programs, Alfred University:

1. Is geographically sufficiently proximate to Cazenovia College such that many of Cazenovia College students in pursuing their academic studies at Alfred University will not be required to relocate a significant further distance to access programs and services than they already had to attend Cazenovia College.
2. Is accredited by the Middle States Commission on Higher Education and both Parties are regulated by the New York State Education Department ("NYSED").

As much as is practically feasible, the Parties shall work together to coordinate the efficient and effective transfer of Cazenovia College students who choose to apply for admission to Alfred University in the Teach-Out Programs.

**Alfred University agrees:**

- a. Cazenovia College students in the Teach-Out Programs will be considered as transfer students.
- b. Cazenovia College transfer students in the Teach-Out Programs will be treated in an equitable manner and will be provided with academic, administrative, and student support services and assistance to ease their transition from Cazenovia College to Alfred University and during their academic experience at Alfred University.
- c. Upon matriculation to Alfred University, students in Teach-Out Programs who transfer to Alfred University will be afforded the same care and consideration provided to all other Alfred University students.
- d. To the extent not inconsistent with this Agreement, all students who transfer from Cazenovia College to Alfred University in the Teach-Out Programs shall be treated in accordance with New York State law and Alfred University policy related to the process and procedures observed related to transfer students. Alfred University will waive the admission application fee for students applying through this teach-out agreement.
- e. All students admitted to the Teach-Out Programs and in good academic standing at Cazenovia College will be eligible for admission to a similar program at Alfred University. Alfred University is available, upon request, to provide transfer students with assistance to assure they have information regarding the requisite qualifications.
- f. Alfred University's obligations under this Agreement do not extend to any matters not explicitly covered by this Agreement. Alfred University assumes no responsibility for any issues or matters associated with Cazenovia College'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 Cazenovia College's operations and/or closure.
- g. Alfred University will undertake its obligations described herein at no cost to Cazenovia College.
- h. For the first academic year students are being taught out under this Agreement (the "Initial Year"), Alfred University agrees to offer Cazenovia College transfer students admitted to Alfred University in accordance with this Agreement tuition up to the tuition that they would have paid to Cazenovia College for that academic year.
- i. Students applying through this teach-out agreement will be eligible, upon application, to receive scholarships and financial aid, including need-based grants, available through Alfred University that relatively matches the net financial aid received from Cazenovia College for the 2022-23 academic year. To apply for all aid available through Alfred University, incoming students must file the Free Application for Federal Student Aid (FAFSA). After submitting the FAFSA and a review by the Financial Aid 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).

- j. Alfred University will suspend its residency requirement for Cazenovia College students transferring under this Agreement.
- k. Alfred University will accept all earned credit (inclusive of those credits earned at Cazenovia College and those credits awarded by Cazenovia College based on Cazenovia College's completed evaluation of applicable credit).

**Cazenovia College agrees:**

- a. Cazenovia College will provide a list of potential transfer students as soon as practicable.
- b. Cazenovia College shall promptly transmit to Alfred University all student educational records and all other related information necessary for Alfred University to comply with its obligations under this Agreement, except for those students who have elected to enroll in an institution other than Alfred University.
- c. To schedule opportunities for Cazenovia College students to become familiar with transfer opportunities and requirements at Alfred University.
- d. To provide Cazenovia College students with guidance respecting their financial aid standing so they may evaluate their opportunities to transfer to Alfred University.
- e. To make arrangements with appropriate third parties to transfer grants if financial aid is involved. If such arrangements cannot be completed, students should be fully informed.
- f. Subject to any restrictions identified in New York or federal law or guidelines, promptly provide Alfred University with an official copy of the student's transcript and a complete copy of the student's admissions, academic, conduct, and financial records for all current students electing to transfer to Alfred University.
- g. To direct all inquiries about the opportunity to transfer to Alfred University to such office or web address as Alfred University will designate, additionally, Cazenovia College shall provide Alfred University with any list related to Cazenovia College's students which Alfred University shall reasonably request, including, but not limited to, lists of students who have (1) applied to Cazenovia College, (2) been admitted to Cazenovia College, or (3) have deposited funds with Cazenovia College or signed up for classes for the upcoming academic period.
- h. To make arrangements with another institution and/or with the New York State Department of Higher Education or other appropriate agency for keeping student records of those current students who do not elect to transfer to Alfred University.
- i. All records to be provided by Cazenovia College to Alfred University shall be in digitized form which is readily searchable and cataloged by specific academic year or term.

**PROGRAMS OF STUDY:** The baccalaureate programs of studies included under this Agreement and current estimated enrollments at Cazenovia College as of the time of this

Agreement are delineated in the following table. Alfred University will develop advising guides to clearly communicate degree requirements and course equivalencies to students.

<b>Cazenovia College Program Title</b>	<b>Program Award</b>	<b>Alfred University Equivalent Program</b>	<b><i>Student Enrollment (At Time of Agreement)</i></b>
Accounting Management	BPS	Accounting, BS	6
Arts Management	BFA	Art, BFA Arts Management minor	2
Biology	BA	Biology, BA	13
Business	BS	Business Administration, BS	9
Business Management	BPS	Business Administration, BS	21
Communication Studies	BA	Communication Studies, BA	12
Criminal Justice & Homeland Security	BS	Criminal Justice Studies, BA	20
Criminal Justice Psychology Dual	BS	Criminal Justice Studies, BA / Psychology, BA	24
English	BA	English, BA	5
English Communication Studies Dual	BA	English, BA / Communication Studies, BA	1
Environmental Biology	BS	Environmental Studies, BA	10
Equine Management	BPS	Business Admin, BS Equine Business Management minor	18
Finance	BS	Finance, BS	5
Finance	BPS	Finance, BS	1
History	BA	History, BA	6
History Social Science Dual	BA	History, BA / Sociology, BA	4
Inclusive Early Childhood Education	BS	Early Childhood Education, BS	8
Inclusive Elementary Education	BS	Childhood Education, BA	11
Photography	BFA	Art - Drawing, Painting & Photography (BFA)	8
Psychology	BS	Psychology, BA	24
Social Science	BA	Sociology, BA	2
Sport Management	BPS	Business Admin, BS Sport Management minor	25
Studio Art	BFA	Art, BFA	10

**EFFECTIVE DATE AND TERMINATION:** This Agreement will become effective after the *Middle States Commission for Higher Education* and the *New York State Education Department* have expressed their respective approvals of its terms, when Cazenovia College decides to dissolve, or when Cazenovia College loses its ability to be eligible for financial aid or award degrees. The obligations pursuant to this Agreement for a teach-out shall terminate when all Cazenovia College students accepted by Alfred University pursuant to this Agreement have graduated from Alfred University, have failed to be continuously enrolled at Alfred University, 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 New York. 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. The Parties agree to exclusively submit any dispute under this Agreement to binding arbitration before the American Arbitration Association in New York before a panel of three arbitrators, with the costs of such arbitration shared equally between the Parties but each Party bearing its own attorneys' fees.
- c. 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. 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 Alfred University and/or Cazenovia College. 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. Cazenovia College shall be responsible for all necessary notices and consents to collect, process, and transfer Protected Information to Alfred University. The Parties agree to amend this Agreement as necessary to comply with applicable data protection laws.

- d. **FERPA.** In course of dealings between the Parties, and in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission’s implementing regulations) and the Family Education Rights and Privacy Act of 1974, each Party represents, warrants and covenants that it is capable of maintaining appropriate safeguards for non-public personal financial information, student education records, and other protected information (“Protected Information”) relating to students to which all Parties involved in this Agreement will be provided access. Protected Information shall be held in confidence and may not only be used/accessed for 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.
  
- e. **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, disability, religion, personal appearance, marital status, family status, family responsibilities, political affiliation, or any other basis, especially as protected by all applicable Federal, State and Local laws in the United States.
  
- f. **Force Majeure.** Neither Party shall be liable for failure to perform any duty or obligation under this Agreement if such failure is occasioned by reason of Force Majeure; *provided*, however, that the non-performing Party shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause. Force Majeure shall mean fire, earthquake, hurricane, flood or other natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the Parties.

**APPROVAL:** The Parties identified below agree to the provisions and terms of this Agreement.

**ALFRED UNIVERSITY**

**CAZENOVIA COLLEGE**

\_\_\_\_\_  
Mark Zupan, President

\_\_\_\_\_  
David Bergh, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_