



TEACH-OUT AGREEMENT

BETWEEN LONG ISLAND BUSINESS INSTITUTE

and EMPIRE STATE UNIVERSITY

Institute, a New York Business Corporation having offices at 136-18 39th Avenue, 5th Floor, Flushing, NY, United States, 11354 (hereinafter referred to as LIBI) and The State University of New York, through and on behalf of Empire State University, having its principal place of business at 2 Union Avenue, Saratoga Springs, NY 12866 (hereinafter referred to as "EMPIRE STATE UNIVERSITY"), both collectively known as "the Parties."

WHEREAS, EMPIRE STATE UNIVERSITY is a component of the State University of New York (SUNY) and is an accredited institution of higher learning, and

WHEREAS the Long Island Business Institute will cease operating its educational program effective **January 27, 2024**, and has reached an Agreement whereby Empire State University will offer enrollment to current students of Long Island Business Institute, to ensure the equitable treatment of LIBI students and provide a reasonable opportunity for LIBI students to complete their program of study, and

WHEREAS the parties have agreed that Empire State University will provide continuation of education for LIBI students pursuant to the terms of this Agreement,

IT IS HEREBY AGREED:

EMPIRE STATE UNIVERSITY AGREES:

1. Contingent upon New York State Education Department approval, EMPIRE STATE UNIVERSITY will offer a teach-out pathway for current LIBI students enrolled in the following programs at LIBI:
Accounting – A.O.S.
Business Management – A.O.S.
Hospitality Management – A.O.S.
Office Technology (Medical Track) – A.O.S.
Office Technology – A.O.S.
2. The designated teach out period will commence as of November 1, 2023 and will end on June 1st 2025.
3. LIBI students in the Teach-Out Programs will be considered as transfer students.
4. LIBI 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 LIBI to EMPIRE STATE UNIVERSITY and during their academic experience at EMPIRE STATE UNIVERSITY.
5. Upon matriculation to EMPIRE STATE UNIVERSITY, students in Teach-Out Programs who transfer to EMPIRE STATE UNIVERSITY will be afforded the same care and consideration provided to all other EMPIRE STATE UNIVERSITY students.
6. To the extent not inconsistent with this Agreement, all students who transfer from LIBI to EMPIRE STATE UNIVERSITY in the Teach-Out Programs shall be treated in accordance with New York State law and EMPIRE STATE UNIVERSITY policy related to the process and procedures observed related to transfer students. EMPIRE STATE UNIVERSITY will waive admission application fee for students applying through this teach-out agreement.
7. All students in the LIBI Teach-Out Programs identified below and in good academic standing at LIBI will be eligible for admission to a similar program at EMPIRE STATE UNIVERSITY identified herein. EMPIRE STATE UNIVERSITY is available, upon request, to provide transfer students with assistance to assure they have information regarding the requisite qualifications.

8. Current LIBI students will be offered initial enrollment at EMPIRE STATE UNIVERSITY for its Spring 2024, Summer 2024, or Fall 2024 academic terms and must complete their studies by June 1st, 2025.
9. Current LIBI students who do not initially enroll at EMPIRE STATE UNIVERSITY for the Spring 2024, Summer 2024, or Fall 2024 academic terms, will not have the option to complete the degree program they were pursuing at LIBI. However, LIBI students who initially enroll after the Fall 2024 term, or do not complete their degree during the teach-out period, may enroll in any of EMPIRE STATE UNIVERSITY'S other degree offerings for which they are eligible.
10. The Agreement does not apply to new or potential LIBI students not already enrolled as of November 1st, 2023 at LIBI. This Agreement also does not apply to current LIBI students who do not have an initial enrollment at EMPIRE STATE UNIVERSITY in either the Spring 2024, Summer 2024, or Fall 2024 semesters at EMPIRE STATE UNIVERSITY. Any Current LIBI student who fails to matriculate at EMPIRE STATE UNIVERSITY by the start date of the Fall 2024 semester shall be excluded from this Agreement.
11. The obligations pursuant to this Agreement for a teach-out shall terminate at the end of the designated teach-out period.
12. EMPIRE STATE UNIVERSITY will waive admission application fees for students applying through this teach-out agreement.
13. Pending approval from NYSED, EMPIRE STATE UNIVERSITY will make every effort to offer currently enrolled LIBI students the degree programs in which the students currently are enrolled. Where this is not possible, EMPIRE STATE UNIVERSITY will offer students alternative pathways towards degree completion. EMPIRE STATE UNIVERSITY will accept all earned credit (inclusive of those credits earned at LIBI and those credits awarded by LIBI based on LIBI's completed evaluation of applicable credit).
14. Students enrolling under this agreement will be required to meet all program requirements of EMPIRE STATE UNIVERSITY.
15. EMPIRE STATE UNIVERSITY will not permanently house LIBI student educational records or offer transcripts of LIBI coursework, except as part of the educational records of Teach-out students who complete their degrees with EMPIRE STATE UNIVERSITY.

16. EMPIRE STATE UNIVERSITY reserves the right to deny admission to current LIBI students who are not in good academic standing of LIBI or who fail to meet any of the entrance requirements of EMPIRE STATE UNIVERSITY.
17. EMPIRE STATE UNIVERSITY's will undertake its obligations described herein at no cost to LIBI.
18. Students applying through this teach-out agreement will be eligible to apply for scholarships and financial aid, including need-based grants, available through EMPIRE STATE UNIVERSITY. To apply for all aid available through EMPIRE STATE 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).
19. EMPIRE STATE UNIVERSITY's obligations under this Agreement do not extend to any matters not explicitly covered by this Agreement. EMPIRE STATE UNIVERSITY assumes no responsibility for any issues or matters associated with LIBI'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 LIBI's operations and/or closure.
20. EMPIRE STATE UNIVERSITY will evaluate each incoming students' application for credit transfer(s) and accept all earned credit (inclusive of those credits earned at LIBI and those credits awarded by LIBI based on LIBI's completed evaluation of applicable credit) in accordance with EMPIRE STATE UNIVERSITY's established transfer credit policies.

LIBI AGREES:

21. LIBI will provide a list of potential transfer students as soon as practicable.
22. LIBI shall promptly transmit to EMPIRE STATE UNIVERSITY all student educational records and all other related information necessary for EMPIRE STATE UNIVERSITY to comply with its obligations under this Agreement, for all those students currently enrolled at LIBI or who have elected to enroll in EMPIRE STATE UNIVERSITY under this Agreement.

22. LIBI will schedule opportunities for LIBI students to become familiar with transfer opportunities and requirements at EMPIRE STATE UNIVERSITY.
22. LIBI will provide LIBI students with guidance respecting their financial aid standing so they may evaluate their opportunities to transfer to EMPIRE STATE UNIVERSITY.
22. LIBI will 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 by LIBI.
22. Subject to any restrictions identified in New York or federal law or guidelines, LIBI will promptly provide EMPIRE STATE 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 EMPIRE STATE UNIVERSITY.
23. LIBI will direct all inquiries about the opportunity to transfer to EMPIRE STATE UNIVERSITY to such office or web address as EMPIRE STATE UNIVERSITY will designate.
24. All records to be provided by LIBI to EMPIRE STATE UNIVERSITY shall be in digitized form mutually agreed to by both parties. Such records shall be readily searchable and cataloged by specific academic year or term.
25. EMPIRE STATE UNIVERSITY shall have the right to terminate this Agreement upon thirty (30) days prior written notice to LIBI.

MISCELLANEOUS:

26. 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. There are no intended third-party beneficiaries to this Agreement.

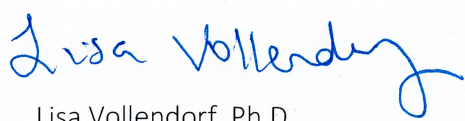
27. **Confidentiality and Data Protection.** Both Parties agree that, subject to applicable law including but not limited to New York State's Freedom of Information Law (FOIL), any confidential or proprietary information disclosed by the other party pursuant to this Agreement shall be maintained in a 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 EMPIRE STATE UNIVERSITY and/or LIBI. 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 applicable law, 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. LIBI shall be responsible for all necessary notices and consents to collect, process, and transfer Protected Information to EMPIRE STATE UNIVERSITY. The Parties agree to amend this Agreement as necessary to comply with applicable data protection laws.

28. **GLBA/FERPA.** In course of dealings between the Parties, and in accordance with the Gramm-Leach Bliley Act (GLBA) (and the Federal Trade Commission's implementing regulations) and the Family Education Rights and Privacy Act of 1974 (FERPA), and the New York State Information Security Breach and Notification (ISBN) Act and the Stop Hacks and Improve Electronic Data Security (SHIELD) Act, as amended from time to time and generally codified at General Business Law §§ 899-aa, 899-bb; State Technology Law § 208), each Party represents, warrants and covenants that it is capable of maintaining, and shall maintain, 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 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. Notwithstanding the foregoing, the parties understand and agree that each party is solely responsible for its own compliance with FERPA with respect to its own students and student education records.

29. **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.
30. **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.
31. As much as is practically feasible, the Parties shall work together to coordinate the efficient and effective transfer of LIBI students who choose to continue their education at EMPIRE STATE UNIVERSITY in the Teach-Out Program.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown above:

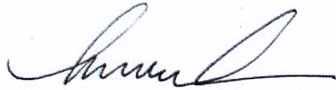


12/19/23

Lisa Vollendorf, Ph.D.

President, EMPIRE STATE UNIVERSITY

Date



Monica W. Foote

President, Long Island Business Institute

Date 12.18.2023

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