

[REVISED COPY]

## **Memorandum of Understanding between Johnson & Wales University and Newbury College**

January 15, 2019

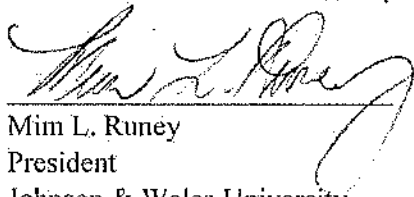
Newbury College and Johnson & Wales University, both institutions of higher education accredited by the New England Commission of Higher Education, agree to enter into the following Memorandum of Understanding in order to enable undergraduate students currently enrolled at Newbury College an opportunity to complete their programs of study and to provide for a smooth and seamless transfer to Johnson & Wales University. Both Newbury College and Johnson & Wales University (Providence and Miami Campuses) understand that the terms enumerated herein should serve as guidelines to foster student success.

Specifically, Newbury College and Johnson & Wales University agree to the following:

1. Johnson & Wales University will offer courses of study toward a baccalaureate degree for which it is already approved.
2. Johnson & Wales University will waive admission application fees for students applying from Newbury College.
3. Johnson & Wales University will accept students who are in good conduct and academic standing at Newbury College as of December 21, 2018.
4. For any Newbury College student transferring into Johnson & Wales University, Johnson & Wales University will match the institutional financial aid awards, if any, granted to the student by Newbury College during the 2018-2019 academic year.
5. Newbury College students who have fulfilled one of the following conditions will not be required to complete Johnson & Wales University's general education requirements and will be considered to have satisfied all general education requirements at Johnson & Wales University:
  - a. Students who have completed all core requirements at Newbury College; or
  - b. Students who have completed the equivalent of the general education requirements of Johnson & Wales University as reviewed and certified by the Registrar's Office at Johnson & Wales University.
6. Johnson & Wales University will accept transfer credit from Newbury College contingent upon the student achieving a minimum overall grade point average of 2.0 and a passing grade for all coursework. Transfer credits are not calculated into the student's grade point average at Johnson & Wales University.
7. Any Newbury College student who fails to apply, be accepted, and matriculate at Johnson & Wales University by September 1, 2019 shall be excluded from this MOU.
8. Newbury College students matriculating at Johnson & Wales University and graduating on or before August 31, 2019 may choose to receive a degree from either Newbury College or Johnson & Wales University. A student may not earn a degree from both Newbury College and Johnson & Wales University.

9. Johnson & Wales University shall provide academic support to Newbury College students transferring to Johnson & Wales University and shall ensure that Newbury College students are able to register for the classes they need or authorize appropriate substitute courses.
10. Johnson & Wales University will conduct a special orientation for transferring Newbury College students to answer questions, provide advising, and course registration.
11. Newbury College will announce it has reached an agreement with Johnson & Wales University and will provide information to students, staff, parents and guardians about the existence of this MOU and the information contained in the MOU.
12. Newbury College and Johnson & Wales University will provide direct links between their institutional websites, indicating the existence of this MOU.
13. Newbury College and Johnson & Wales University will exchange data and documents that will contribute to the maintenance and improvement of these transfer arrangements and promote effective cooperation between the two institutions. Newbury College will provide Johnson & Wales University with admissions, grades, and financial aid data after obtaining appropriate permission from the students involved and in compliance with local laws and Department of Education guidelines.
14. Johnson & Wales University staff will meet with Newbury College students and staff on Newbury College's campus to provide information to students about transferring to Johnson & Wales University and work with students and staff on transitioning students to Johnson & Wales University (this step applies only to a May transition).
15. The obligations pursuant to this MOU shall terminate when the first of the following obligations have occurred:
  - a. All Newbury College students accepted by Johnson & Wales University pursuant to this MOU have either graduated from Johnson & Wales University or failed to be continuously enrolled at Johnson & Wales University; or
  - b. Four years from the date of this MOU.
16. Johnson & Wales University will provide housing for those Newbury College students currently in campus housing for the fall 2019.

IN WITNESS WHEREOF, the parties have executed this MOU on the date indicated:

  
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 Mim L. Runey  
 President  
 Johnson & Wales University  
 11/23/2019  
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 Date

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 Joseph L. Chillo  
 President  
 Newbury College

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 Date