

STATE ORCHESTRATED TRANSFER AGREEMENT
MOUNT ST. MARY'S UNIVERSITY and
MARYLAND HIGHER EDUCATION COMMISSION

In order to serve the students impacted by the precipitous closure of ITT Educational Services, Inc. ("ITT"), which had locations in Hanover, Maryland and Owings Mills, Maryland, Mount St. Mary's University (the "MSMU"), with campuses in Frederick, Maryland, and Emmitsburg, MD has entered into this *State Orchestrated Transfer Agreement* ("Agreement") with the Maryland Higher Education Commission ("MHEC").

A. Qualifying ITT Students

This Agreement pertains only to the transfer of "Qualifying Students", *i.e.*, those students who:

1. were enrolled in and attending ITT when ITT precipitously closed on September 6, 2016, or were enrolled during the 120 days prior to closing (March 10, 2016), or were on an approved Leave of Absence from ITT between the dates of March 10, 2016 and September 6, 2016; and
2. were enrolled in one of the four ITT, MHEC-approved programs listed in Table 1 below at the physical location at Owings Mills, MD or Hanover, MD or enrolled in an online version of the one of the programs in Table 1.

To be admitted to MSMU, Qualifying Students must meet MSMU's standards for admission as detailed in the 2016-17 MSMU catalog, apply for admission, and be admitted to an undergraduate or adult undergraduate program. A signed transfer agreement does not imply an offer of admission to individual students. MSMU shall require a Qualifying Student to sign an acknowledgment that the student has been provided with information regarding the U.S. Department of Education's loan discharge policy by MSMU. MSMU will not advise ITT students regarding whether the student is eligible for loan discharge.

B. Duties of MSMU

MSMU agrees to implement the transfer of Qualifying Students in accordance with the following requirements and protocols:

1. A Qualifying Student may transfer into a comparable program that MSMU is approved by MHEC to offer.
2. Comparable programs that MSMU is willing to accept credit for include:

ITT Program of Study	MSMU Comparable Program of Study
Business Management Associate of Applied Science Degree	Business Bachelor of Science Degree
Information Systems and Cybersecurity	Cybersecurity Bachelor of Science Degree (<i>Pending MHEC Approval</i>)

3. Comparable courses that MSMU is willing to transfer credits for include:

ITT Business Management- Associate of Applied Science

ITT Course			MSMU Comparable Course Bachelor of Science - Business		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
SC1130	Survey of the Sciences	4.5	GNSCI 137	Biological Sciences: Evolution of Social Behavior	3
MA 1210	College Mathematics I	4.5	MATH 114	Pre-calculus Mathematics General Elective	3
EN1320	Composition I	4.5	FSYM 101 or College Writing	First Year Seminar or College Writing	3
EN1420	Composition II	4.5	ENGL 100	English Elective or Art/Humanities course	3
CO2520	Communications	4.5	COMM 203	Interpersonal Communications	3
ES2550	Microeconomics	4.5	ECON 102	Microeconomics	3
ES2560	Macroeconomics	4.5	ECON 101	Macroeconomics	3
BU1110	Introduction to Business	4.5	BUS250	Introduction to Business and Decision Making General Elective	3
AC1220	Accounting Principles I	4.5	ACCT101	Accounting Principles I	3
AC1220	Accounting Principles II	4.5	ACCT 102	Accounting Principles II	3
MG1350	Fundamentals of Supervision	4.5		Business Elective	3
BU1410	Management Information Systems	4.5	BUS 311	Business Information Systems	3
AC1420	Financial Accounting	4.5		General Elective	3
MK2530	Fundamentals of Marketing	4.5	BUS 313	Principles of Marketing	3
BU2620	Fundamental of Business Communications	4.5	BUS 260	Business Communication	3
FN2640	Fundamentals of Finance	4.5	BUS 360	Corporate Finance	3
MG2650	Fundamentals of Management	4.5	BUSLP307	Business Management and Organization	3
BU2799	Business Management Capstone Project	4.5	none		
GS1140	Problem Solving Theory	4.5		General Elective	3
GS1145	Strategies for the Technical Professional	4.5		General Elective	3

ITT B.S. Information Systems and Cybersecurity

ITT Course			MSMU Comparable Course - B.S. in Cybersecurity Degree		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
MA3110	Statistics	4.5	MATH 285	Applied Statistics	3
SS3150	Research Methods	4.5	PSYCH 200	Research Methods	3
EN3220	Written Analysis	4.5	FSYM 101	First Year Seminar	3
SP3450	Social Psychology	4.5	PSYCH 208	Social Psychology	3
HU4640	Ethics	4.5	PHIL 203	Philosophy in the Modern Age	3
SC4730	Environmental Science	4.5	GNSCI 131	Environmental Sustainability	3
	Gen Ed Electives	33		<i>General elective credit or case-by-case assessment</i>	up to 22
IS3110	Risk Management in IT Security	4.5		<i>None</i>	
IS3220	IT Infrastructure Security	4.5	CIT316-RU	Network Infrastructure ²	3
IS3230	Access Security	4.5		<i>None</i>	
IS3445	Security for Web Applications and Social Networking	4.5		<i>None</i>	
IS3340	Windows Security	4.5	CYBER 161	UNIX and Windows Operating Systems ¹	5.33
IS3440	Linux Security	4.5			
IS3350	Security Issues in Legal Context	4.5		<i>None</i>	
IS4560	Hacking and Countermeasures	4.5	CN462-RU	Ethical Hacking and Defense ²	3
IS3120	Network Communications and Infrastructure	4.5	CMSCI 357	Network Security	5.33
IS4550	Security Policies and Implementation	4.5		<i>None</i>	
IS4670	Cybercrime Forensics	4.5	CJUST 319	Cyber Forensics	3
IS4680	Security Auditing for Compliance	4.5		<i>None</i>	
IS4799	Info. Systems and Cybersecurity Capstone	4.5	CYBER 400	Cybersecurity Capstone	3
	Core Electives	49.5		<i>Elective credits</i>	<i>up to 33</i>

¹ Both IS3340 and IS3440 will fulfill the requirement for CYBER 161. If only one of the ITT courses or neither has been completed, then the student will have to take CYBER 161 at MSMU.

² Online courses offered through OCICU.

4. The Qualifying Student shall not pay, and MSMU shall not charge to the student, any tuition or fees in excess of the lesser of: (1) the remaining amount that the student would have paid to ITT to complete the program pursuant to the student's enrollment contract with ITT; or MSMU's otherwise applicable tuition and fees. For example, if the student paid tuition in full to ITT, the student may be charged only the cost of books and materials to complete the program. If partial tuition was paid to ITT, the student may be charged no more than the lesser of the balance due to ITT, or MSMU's otherwise applicable tuition and fees.
5. If additional books, materials, or industry test exams are required to complete the program, the Qualifying Student shall be given the choice of purchasing these through MSMU or through other sources.
6. MSMU must ensure that the Qualifying Student signs an enrollment agreement with MSMU before enrolling. The enrollment agreement shall disclose the program for which the student will be enrolled in, the ITT courses for which the student will receive credit for, and the tuition to be charged, which shall not exceed the maximum permitted amount under Paragraph 4, above.
7. MSMU shall enroll the Qualifying Student only in a program comparable to the one that the student was unable to complete at ITT, as stated under Paragraph 2.
8. MSMU shall designate, and shall provide to MHEC the contact information for, a staff person at MSMU who is responsible for the oversight of the transfer of Qualifying Students.
9. If the Qualifying Student is using federal Title 38 VA Education Benefits (GI Bill® Education Benefits), MSMU shall adhere to all applicable U.S. Department of Veterans Affairs' regulations, including the regulations governing the awarding prior credit, as regulated under Title 38, Code of Federal Regulations, Sections 21.4253(d)(3) and 21.4254(c)(4).
10. MSMU shall enroll a Qualifying Student who is using Title 38 VA Education Benefits (GI Bill® Education Benefits) only in a VA-qualified program or educational institution.
11. Regarding GI Benefits, MSMU understands that courses that were successfully completed by the Qualifying Student at ITT generally may not be certified again for VA purposes if the courses are repeated. However, if a student failed a course, or if a program requires a higher grade than the one achieved in a particular course for successful completion, then MSMU may be able to re-certify the course in accordance with applicable federal regulations.

C. Duties of Maryland Higher Education Commission

1. MHEC shall provide to MSMU the contact information of MHEC staff members who are coordinating the transfer options for ITT students, including the contact information of a staff person from whom to obtain Qualifying Students' transcripts.

2. MHEC shall provide to Qualifying Students information concerning the transfer opportunity with MSMU

D. Termination

1. MHEC or MSMU may, at its sole discretion, terminate this Agreement upon delivering 30 days written notice to the other party.
2. Upon any termination, Sections B, F, H, and J shall survive the termination of this Agreement and remain in full force and effect.

E. Amendment

1. This Agreement constitutes the entire understanding of MHEC and MSMU with respect to their rights and obligations in carrying out the terms of the Agreement, and supersedes any prior or contemporaneous agreements or understandings.
2. This Agreement may be modified only by written amendment executed by both parties.

F. Indemnification

To the extent permitted under the Constitution and laws of the State of Maryland, MSMU shall defend, indemnify, and hold harmless the State of Maryland, its officers, and employees, and MHEC, its commissioners, employees, and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of MSMU or any agent, employee, or subcontractor of MSMU in the execution or performance of this Agreement.

G. Term of Agreement

This Agreement is for a term commencing on the date that this Agreement has been executed by both parties (the "Effective Date"), and shall terminate upon: (1) either party delivering notice to the other pursuant to the terms of Section D of this Agreement; or (2) the program completion of all Qualifying Students at MSMU.

H. Governing Law

This Agreement shall be governed by the laws of the State of Maryland.

I. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

J. Representations and Warranties of the Parties

Both parties to this Agreement represent and warrant that the following shall be true and correct as of the Effective Date of this Agreement, and shall continue to be true and correct during the Term of this Agreement:

1. The parties are and shall remain in compliance with all applicable federal, state, and local statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time.
2. Each party has taken all action necessary for the approval and execution of this Agreement, and execution by the persons signing on behalf of each party is duly authorized and has been made with complete and full authority to commit the party to all terms and conditions of this Agreement, which shall constitute valid, binding obligations of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

MOUNT ST. MARY'S UNIVERSITY

MARYLAND HIGHER EDUCATION
COMMISSION

By: _____
Jennie Hunter-Cevera
Provost
Mount St. Mary's University

By: James D. Fielder, Jr.
James D. Fielder, Jr., Ph.D.
Secretary
Maryland Higher Education Commission

Jennie C. Hunter-Cevera
Signature

Signature

Oct. 6, 2016.
Date

Date

Approved for Legal Sufficiency:

By: Christie Wellons
Assistant Attorney General
Maryland Higher Education Commission

Date: 10/14/16