

STATE ORCHESTRATED TRANSFER AGREEMENT
WASHINGTON ADVENTIST UNIVERSITY
and
MARYLAND HIGHER EDUCATION COMMISSION

In order to serve the students impacted by the precipitous closure of Argosy University (“Argosy”), which provided online delivery to Maryland students, [WASHINGTON ADVENTIST UNIVERSITY (WAU), located in TAKOMA PARK, Maryland, has entered into this *State Orchestrated Transfer Agreement* (“Agreement”) with the Maryland Higher Education Commission (“MHEC”).

A. Qualifying Argosy Students

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

1. Fall into one of these categories:
 - o Enrolled in Argosy when Argosy closed on March 8, 2019;
 - o Enrolled in Argosy during the 120 days prior to closure (November 8, 2018); or
 - o Were on an approved Leave of Absence from Argosy between the dates of November 8, 2018 and March 8, 2019; and
2. Were enrolled in one of Argosy’s MHEC-registered programs.

B. Duties of WASHINGTON ADVENTIST UNIVERSITY

[WAU] 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 WASHINGTON ADVENTIST UNIVERSITY is approved by MHEC to offer.
2. Comparable programs that WAU is willing to accept credit for include:

Argosy Program of Study	WAU Comparable Program of Study
MA: CLINICAL MENTAL HEALTH COUNSELING	MA: CLINICAL MENTAL HEALTH COUNSELING

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

MA: CLINICAL MENTAL HEALTH COUNSELING

Argosy Course			WAU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
PC 6000	COUNSELING THEORY	3	CPSY 530	SYSTEMS & THEORIES OF PSYCHOTHERAPY	3
PC 6025	HUMAN GROWTH & DEVELOPMENT	3	CPSY 510	ADVANCED LIFE SPAN	3

				DEVELOPMENT	
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MA: CLINICAL MENTAL HEALTH COUNSELING

Argosy Course			WAU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
PC 6104	COUNSELING SKILLS I	3	CPSY 540	COUNSELING TECHNIQUES	3
PC 6105	COUNSELING SKILLS II	3	CPSY 550	FIELD EXPERIENCE	3
PC 6300	PROFESSIONAL ETHICS ISSUES	3	CPSY 571	ETHICAL, LEGAL, AND SUBSTANCE ABUSE ISSUES	3
PC 6505	GROUP DYNAMICS	3	CPSY 560	GROUP THERAPY	3
PC 6515	MULTICULTURAL DIVERSITY	3	CPSY 640	MULTICULTURAL COUNSELING	3
PC 6521	RESEARCH PROGRAM EVALUATION	3	CPSY 610	RESEARCH IN COUNSELING	3
PC 6525	APPRAISAL & ASSESSMENT	3	CPSY 590	EVALUATION AND APPRAISAL	3
PC 6600	CAREER & LIFESTYLE DEVELOPMENT	3	CPSY 580	CAREER COUNSELING	3
PC 6700	COUPLES & FAMILY COUNSELING	3	CPSY 620	MARRIAGE & FAMILY COUNSELING	3
PC 6712	DIAGNOSIS & TREATMENT OF BEHAVIORAL DISORDERS	3	CPSY 690	ADVANCED COUNSELING TECHNIQUES	3
PC 6900	SUBSTANCE ABUSE COUNSELING	3	CPSY 630	ALCOHOL & DRUG COUNSELING	3
PC 6030	PSYCHOPATHOLOGY & ASSESSMENT	3	CPSY 520	PSYCHOPATHOLOGY	3

- The Qualifying Student shall not pay, and WAU shall not charge to the student, any tuition or fees in excess of the amount the student would have paid to Argosy to complete the program pursuant to the student's enrollment contract with Argosy. If WAU's tuition and fees are lower than the amount the student would have owed under the student's enrollment agreement with Argosy, then WAU shall charge the student at its normally 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 the WAU or through other sources.
6. WAU must ensure that the Qualifying Student signs an enrollment agreement with the WAU before enrolling. The enrollment agreement shall disclose the program for which the student will be enrolled in, the Argosy 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. WAU shall enroll the Qualifying Student only in a program comparable to the one that the student was unable to complete at Argosy, as stated under Paragraph 2. Enrollment in a non-comparable, different program is not covered by the terms of this Agreement.
8. WAU shall designate, and shall provide to MHEC the contact information for, a staff person at WAU who is responsible for the oversight of the transfer of Qualifying Students.

Name of Contact Person:	ELCY CHACKO
Title of Contact Person:	ENROLLMENT COUNSELOR
Email Address of Contact Person:	echacko@wau.edu
Phone Number of Contact Person:	301-891-4138

9. If the Qualifying Student is using federal Title 38 VA Education Benefits (GI Bill® Education Benefits), WAU 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. WAU 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, WAU understands that courses that were successfully completed by the Qualifying Student at Argosy 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 WAU may be able to re-certify the course in accordance with applicable federal regulations.
12. WAU shall require each 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 WAU. WAU will not advise Argosy students regarding whether the student is eligible for loan discharge.

C. Duties of Maryland Higher Education Commission

1. MHEC shall provide to WAU the contact information of MHEC staff members who are coordinating the transfer options for Argosy 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 WAU.

D. Termination

1. MHEC or WAU may, at its sole discretion, terminate this Agreement upon delivering 30 days written notice to the other party.
2. Upon any termination, Sections G, I (if applicable), 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 WAU 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. 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 WAU.

G. Governing Law

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

H. 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.

I. Indemnification (NOTE – This Section is inapplicable to public institutions of higher education.)

To the extent permitted under the Constitution and laws of the State of Maryland, WAU 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 WAU or any agent, employee, or subcontractor of WAU in the execution or performance of this 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.

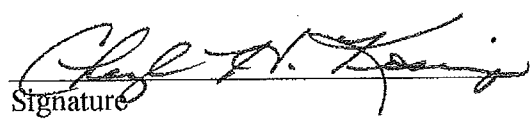
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

WASHINGTON ADVENTIST
UNIVERSITY

MARYLAND HIGHER EDUCATION
COMMISSION

By: Cheryl Kisunzu
NAME: Cheryl Kisunzu
TITLE: Provost
SCHOOL NAME: Washington Adventist
University

By: Dr. James D. Fielder
Secretary
Maryland Higher Education Commission


Signature


Signature

3/20/2019
Date

3-15-19
Date

Approved for Legal Sufficiency:

By: Christie Wellons
Assistant Attorney General
Maryland Higher Education Commission

Date: 3/20/19

