

STATE ORCHESTRATED TRANSFER AGREEMENT  
NOTRE DAME OF MARYLAND UNIVERSITY  
and  
MARYLAND HIGHER EDUCATION COMMISSION

In order to serve the students impacted by the precipitous closure of Art Institute of Pittsburgh (“Art Institute”), which provided online delivery to Maryland students, NOTRE DAME OF MARYLAND UNIVERSITY (the “NDMU”), located in Baltimore, Maryland, has entered into this *State Orchestrated Transfer Agreement* (“Agreement”) with the Maryland Higher Education Commission (“MHEC”).

**A. Qualifying Art Institute 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 Art Institute when Art Institute closed on March 8, 2019;
  - o Enrolled in Art Institute during the 120 days prior to closure (November 8, 2018); or
  - o Were on an approved Leave of Absence from Art Institute between the dates of November 8, 2018 and March 8, 2019; and
2. Were enrolled in one of Art Institute’s MHEC-registered programs.

**B. Duties of NDMU**

NDMU 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 NDMU is approved by MHEC to offer.
2. Comparable programs that NDMU is willing to accept credit for include:

<b>Art Institute Program of Study</b>	<b>NDMU Comparable Program of Study</b>
Advertising	Marketing Communication
Culinary Management	Leadership in Hospitality and Event Management
Digital Photography	Art-Photography Concentration
Graphic Design	Digital Media Arts
Hotel and Restaurant Management	Leadership in Hospitality and Event Management
Media Arts and Animation	Digital Media Arts
Web Design and Interactive Media	Communication Arts

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

**ADVERTISING**

Art Institute Course			NDMU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
ADVA201	Fundamentals of Marketing	3	BUS303	Principles of Marketing	3
ADVA204	Consumer Behavior	3	BUS482	Consumer Behavior	3
ADVA208	Principles of Marketing Research	3	BUS360	Business Research	3
ADVA302	Intro to Advertising Campaigns	3	COM 319	Advertising and Analytics	3
ADVA328	Public Relations	3	COM331	Public Relations	3
ADVA412	Adv Advertising Campaigns	3	BUS483	Integrated Marketing Communications	3
GWDA105	Concept Design	3	DMA101	Graphic Design 1	3
GWDA133	Fund of Web Design	3	CST261	Web Page Design	3

**CULINARY MANAGEMENT**

Art Institute Course			NDMU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
ADVA201	Fund of Marketing	3	BUS303	Principles of Marketing	3
CUL305	Hospitality Managerial Accounting	3	BUS254	Managerial Accounting	3
CUL327	Hospitality Information Systems	3	HOS400	Management of Info Systems	3
CUL411	Event Management	3	COM375	Event Planning	3
CUL432	Innovation and Entrepreneurship	3	BUS401	Entrepreneurship	3
FND154	Fund of Accounting	3	BUS253	Financial Accounting	3
FND252	HR Management	3	HOS470	HR and Labor Relations	3
HRM110	Intro to Hospitality and Industry Trends	3	HOS190	Intro to Hospitality Management	3

**DIGITAL PHOTOGRAPHY**

Art Institute Course			NDMU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
FNDA110	Observational Drawing	3	ART103	Three Dimensional	3

FNDA135	Image Manipulation	3	DMA101	Graphic Design I	3
PHOA101	Principles of Photography	3	ART109	Basic Photography	3
PHOA202	Studio Photography	3	ART364	Studio Photography	3
PHOA213	Time-Based Media	3	DMA201	Time-Based Media	3
PHOA222	Web Design for Non-Majors	3	CST261	Web Page Design	3
PHOA317	Photography Criticism	3	ART350	Photography Criticism	3

### GRAPHIC DESIGN

Art Institute Course			NDMU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
FND135	Intro to Web Design	3	CST261	Web Page Design	3
FNDA105	Design Fundamentals	3	DMA253	Graphic Design: Theory and Practice	3
FNDA120	Perspective Drawing	3	ART101	Drawing I	3
G120	Life Drawing	3	ART321	Life Drawing	3
G131	Typography	3	DMA375	Typography	3
G224	Design Principles	3	DMA101	Graphic Design I	3
G427	Basic Web Animation	3	CST260	Web Animation	3
GDE436	Digital Photography II	3	ART419	Digital Photography II	3

### HOTEL AND RESTAURANT MANAGEMENT

Art Institute Course			NDMU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
CUL305	Hospitality Managerial Accounting	3	BUS254	Managerial Accounting	3
CUL327	Hospitality Information Systems	3	HOS400	Management of Info Systems	3
CUL411	Event Management	3	COM375	Event Planning	3
CUL432	Innovation and Entrepreneurship	3	BUS401	Entrepreneurship	3
FND154	Fund of Accounting	3	BUS253	Financial Accounting	3
FND252	HR Management	3	HOS470	HR and Labor Relations	3
HRM110	Intro to Hospitality and Industry Trends	3	HOS190	Intro to Hospitality Management	3

**MEDIA ARTS AND ANIMATION**

Art Institute Course			NDMU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
DFVA353	Compositing for Digital Film	3	DMA201	Time Based Media	3
FNDA105	Design Fundamentals	3	DMA253	Graphic Design: Theory and Practice	3
FNDA110	Observational Drawing	3	ART103	Three Dimensional	3
FNDA120	Perspective Drawing	3	ART101	Drawing I	3
MAAA101	Lang of Animation & Film	3	COM351	Art of the Film	3
MAAA102	Life Drawing & Gesture	3	ART321	Life Drawing	3
MAAA111	Animation Principles	3	DMA360	Animation and Motion Graphics	3
MAAA212	2D Animation	3	CST260	Web Animation	3

**WEB DESIGN AND INTERACTIVE MEDIA**

Art Institute Course			NDMU Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
DFVA103	Fundamentals of Video Production	3	COM202	College Media Workshop	3
DFV120	Video I	3	COM313	Digital Media Skills	3
FND114	Fundamentals of Media Communication	3	COM131	Mass Media and Society	3
FNDA135	Image Manipulation	3	DMA101	Graphic Design I	3
IMD122	Design and Typography	3	DMA375	Typography	3
IMD130	Writing for Multimedia	3	COM401	Writing for the Web	3
IMD222	Computer Animation for Multimedia	3	CST260	Web Animation	3
IMD233	Web Site Development	3	CST261	Web Page Design	3
IMD241	Media Law and Ethics	3	COM441	Mass Communications Law	3
IMD324	Digital Photography for Interactive Media	3	ART162	Digital Photography	3

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

Name of Contact Person:	S. Sharon Slear, SSND
Title of Contact Person:	Provost and Vice President of Academic Affairs
Email Address of Contact Person:	sslear@ndm.edu
Phone Number of Contact Person:	410-532-3169

9. If the Qualifying Student is using federal Title 38 VA Education Benefits (GI Bill® Education Benefits), NDMU 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. NDMU 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, NDMU understands that courses that were successfully completed by the Qualifying Student at Art Institute 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 NDMU may be able to re-certify the course in accordance with applicable federal regulations.

12. NDMU 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 NDMU. NDMU will not advise Art Institute students regarding whether the student is eligible for loan discharge.

**C. Duties of Maryland Higher Education Commission**

1. MHEC shall provide to NDMU the contact information of MHEC staff members who are coordinating the transfer options for Art Institute 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 NDMU.

**D. Termination**

1. MHEC or NDMU 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 NDMU 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 NDMU.

**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, NDMU 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 NDMU or any agent, employee, or subcontractor of NDMU 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.

NOTRE DAME OF MARYLAND  
UNIVERSITY

MARYLAND HIGHER EDUCATION  
COMMISSION

By: S. Sharon Slear  
S. Sharon Slear, SSND  
Provost and V.P. of Academic Affairs  
Notre Dame of Maryland University

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

S. Sharon Slear  
Signature

James D. Fielder  
Signature

3/29/19  
Date

3/29/19  
Date

Approved for Legal Sufficiency:

By: Christie Wellens  
Assistant Attorney General  
Maryland Higher Education Commission

Date: 3/29/19

connected with or resulting from any acts or omissions of the student, including but not limited to, the student's failure to comply with the terms and conditions of this Agreement.

The student understands and acknowledges that the student's failure to comply with the terms and conditions of this Agreement may result in the student's suspension or expulsion from the Art Institute of Pittsburgh.

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B. L. Jones, Director  
3/25/12



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