

STATE ORCHESTRATED TRANSFER AGREEMENT  
 THE SHEFFIELD INSTITUTE FOR THE RECORDING ARTS  
 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, The Sheffield Institute for the Recording Arts (“SIRA”), located in Phoenix, Maryland, 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 ITT’s MHEC-approved programs.

**B. Duties of SIRA**

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

ITT Program of Study	SIRA Comparable Program of Study
Electrical Engineering Technology (Associate of Applied Science Degree)	TechWorks (certificate program 380 hours)

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

**TechWorks**

ITT Course			SIRA Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Clock Hours
ET 1210	DC AC Electronics	4.5	ELEC II	Electronics II	60
ET 1215	Basic Electronics	4.5	ELEC I	Electronics I	52
ET 1310	Solid State Devices	4.5	ELEC II	Electronics II	60
ET 1410	Integrated Circuits	4.5	ELEC II	Electronics II	60

4. The Qualifying Student shall not pay, and **SIRA** 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 **SIRA'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 **SIRA'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 the **SIRA**, or through other sources.
6. **SIRA** must ensure that the Qualifying Student signs an enrollment agreement with the **SIRA** 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. **SIRA** 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. **SIRA** shall designate, and shall provide to MHEC the contact information for, a staff person at **SIRA** 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), **SIRA** 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. **SIRA** 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, **SIRA** 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 **SIRA** may be able to re-certify the course in accordance with applicable federal regulations.
12. **SIRA** 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 **SIRA**. **SIRA** will not advise ITT students regarding whether the student is eligible for loan discharge.

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

1. MHEC shall provide to SIRA 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 SIRA.

**D. Termination**

1. MHEC or SIRA 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 SIRA 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, SIRA 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 SIRA or any agent, employee, or subcontractor of SIRA 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 SIRA.

**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.

THE SHEFFIELD INSTITUTE FOR THE  
RECORDING ARTS

MARYLAND HIGHER EDUCATION  
COMMISSION

By: Jacob Mossman

Name

Title Director

School Name Sheffield Institute for  
the Recording Arts

Jacob Mossman  
Signature

10/20/16  
Date

By: James D. Fielder, Jr.

James D. Fielder, Jr., Ph.D.

Secretary

Maryland Higher Education Commission

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved for Legal Sufficiency:

By: Christie Wellens

Assistant Attorney General

Maryland Higher Education Commission

Date: 10/14/2016