

MEMORANDUM OF UNDERSTANDING
for
FACILITATED TRANSFER OF STUDENTS

RECEIVING INSTITUTION: Bryan University

This Memorandum of Understanding (“MOU”) is between Hussian College (“HC”) and the Receiving Institution (“RI”) to establish principles of good practice relating to the transfer of students from the programs of HC into the programs of RI. This MOU is not a legal agreement; it is intended to set forth good faith understandings that will guide the facilitation of student transfers from HC to RI. Both parties undertake to use their best efforts to conduct the transfers in accordance with the following principles.

WHEREAS, HC has operated as an accredited institution of postsecondary education participating in the Title IV Higher Education Act programs administered by the U.S. Department of Education (“Title IV Programs”); and

WHEREAS, HC has determined that it is no longer eligible to participate in the Title IV Programs and has notified certain of its students that it will no longer be able to deliver their programs of study; and

WHEREAS, RI operates an accredited institution of postsecondary education participating in the Title IV Programs; and

WHEREAS, RI is authorized by its institutional accreditor and the U.S. Department of Education to offer, and does offer, certain programs that will accept students desiring to transfer from counterpart programs at HC and provide them the opportunity to complete their programs of study under certain terms and conditions; and

WHEREAS, HC and RI desire to put in writing certain understandings and principles that would apply to the transfer of HC students to counterpart programs at RI;

NOW, THEREFORE, the parties undertake to set forth the following understandings and principles of good practice that they undertake to abide by and to govern the transfers facilitated under the auspices of this MOU:

1. **Programs.** The programs of study set forth at Appendix I have been identified by HC and RI as being counterpart programs of study that have been operated by both HC and RI in their separate capacities. The HC programs identified therein currently contain enrolled students.
2. **Transfer Crosswalk.** For each program of study set forth on Appendix I, RI has established a transfer of credit “crosswalk.” Each crosswalk is set forth at Appendix II.
3. **Student Records.** HC has an obligation imposed by its accreditor and the U.S. Department of Education to “teach-out” students enrolled in its programs to the extent feasible. It is required to seek out institutions of postsecondary education to assist in the “teach-out” of students enrolled in its programs. In pursuit of that obligation HC has requested RI to review its programs and the transcripts of students enrolled in certain HC programs in order to determine if RI can assist in the “teach-out.” Pursuant to this undertaking, RI has been established as an agent of HC for that purpose with a legitimate educational interest as defined in the Family Educational Rights and Privacy Act (FERPA) Statute: 20 U.S.C. § 1232g. Regulations: 34 CFR Part 99 (“Act”). RI agrees that it will receive and administer HC student “education records”, as that term is defined in the Act, strictly in accordance with the Act.

4. **Student Finance.** RI has reviewed the tuition and fee charges, and the financial aid policies and procedures of HC and has determined that it can provide its programs of study identified in Appendix I pursuant to the crosswalks set forth in Appendix II generally within the student finance structures set forth in Appendix III.
5. **Representations of RI.** RI makes the following representations:
 - i. Its accreditation status is in good standing with its institutional accreditor;
 - ii. The degree, diploma or certificate awarded to a student upon successful completion of their program under the auspices of the principles of this MOU will be awarded by RI;
 - iii. It is in compliance with the financial and administrative responsibility standards of the U.S. Department of Education;
 - iv. It will provide career placement services to students that successfully complete their programs under the auspices of the principles of this MOU;
 - v. It has provided prior notice to its institutional accrediting agency, as necessary, prior to subscribing to the principles of this MOU;
 - vi. It has the corporate authority to enter into the MOU and subscribe to the principles hereof;
 - vii. It will provide the transfer students with a transfer plan that contains sufficient information to enable the student to make an informed decision, including information regarding the transferability of credits and the cost of completion of their program; and
 - viii. It will comply with all accreditor and state, Federal and local regulatory body standards and regulations in the administration of the transfer process.

Subscribed as of this 16th day of June 2023.

Hussian College

By: 
Its President

[Receiving Institution]

By: 
Its Authorized Representative