

STATE ORCHESTRATED TRANSFER AGREEMENT
Baltimore City Community College
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, Baltimore City Community College (the "BCCC"), located in Baltimore, 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 BCCC

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

ITT Program of Study	BCCC Comparable Program of Study
Accounting	Accounting (Certificate and Degree)
Business Management	Business Management (Degree)
Computer Drafting and Design	Computer Aided Drafting and Design (Degree)
Computer and Electronics Systems Technology	Computer Information Systems (Degree)

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

ACCOUNTING CERTIFICATE

ITT Course			BCCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AC1220	Accounting Principles I	4.5	ACCT 221	Principles of Financial Accounting	3
AC1320	Accounting Principles II	4.5	ACCT 222	Principles of Managerial Accounting	3

AC1420	Financial Accounting	4.5	ACCT 230	Intermediate Accounting I	3
AC2799	Accounting Capstone Project	4.5	ACCT 241/ COP 200	Auditing Concepts/Cooperative Education	3
AC2520	Tax Preparation	4.5	ACCT 265	Income Tax Accounting	3
BU2620	Fundamentals for Business Communication	4.5	BUAD 112	Computers for Business Management	3
EN13320	Composition I	4.5	ENG 101	English Writing	3

ACCOUNTING/ASSOCIATE OF APPLIED ARTS (AAS)

ITT Course			BCCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AC1220	Accounting Principles I	4.5	ACCT 221	Principles of Financial Accounting	3
AC1320	Accounting Principles II	4.5	ACCT 222	Principles of Managerial Accounting	3
AC1420	Financial Accounting	4.5	ACCT 230	Intermediate Accounting I	3
AC2720	Cost Accounting	4.5	ACCT 235	Cost Accounting	3
AC2799	Accounting Capstone Project	4.5	ACCT 241/ COP 200	Auditing Concepts/Cooperative Education	3
AC2520	Tax Preparation	4.5	ACCT 265	Income Tax Accounting	3
SC1130	Survey of Sciences	4.5	BPS- Elective	Biological and Physical Sciences	3
BU1110	Introduction to Business	4.5	BUAD 100	Introduction to Business	3
BU2620	Fundamentals for Business Communications	4.5	BUAD 112	Computers for Business Management	3
ES2550	Micro-Economics	4.5	ECO 201	American Economy I: Macroeconomic Theory	3
ES2560	Macro-Economics	4.5	ECO 202	American Economy II; Microeconomic Theory	3
EN13320	Composition I	4.5	ENG 101	English Writing	3

MA1210	College Mathematics	4.5	MAT 107 or MAT125	Modern Elementary Statistics or Finite Mathematics	3
CO2520	Communications	4.5	SP 101	Fundamentals of Speech Communications	3

MANAGEMENT/ASSOCIATE OF APPLIED ARTS (AAS)

ITT Course			BCCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AC1420	Financial Accounting	4.5	ACCT 221	Principles of Financial Accounting	3
SC1130	Survey of the Sciences+	4.5	BPS-Elective	Biological and Physical Sciences	3
BU1110	Introduction to Business	4.5	BUAD 100	Introduction to Business	3
BU1410	Mgmt Information System	4.5	BUAD 112	Computers for Business Management	3
ES2560	Macroeconomics	4.5	ECO 201	The Am. Economy I: Macroeconomic Theory	3
EN1320	Composition 1+	4.5	ENG 101	English Writing	3
MA1210	College Mathematics +	4.5	MAT 107	Modern Elementary Statistics	3
MG1350	Fundamentals of Supervision	4.5	MGMT 102	Principles of Supervision	3
BU2799	Bus Mgmt Capstone Project	4.5	MGMT 170	Small Business Management	3
FN2640	Fundamentals of Finance	4.5	MGMT 180	Personal Financial Management	3
MG2650	Fundamentals of Mgmt	4.5	MGMT 222	Principles of Management	3
MK2530	Fundamentals of Marketing	4.5	MKTG 223	Marketing	3
CO2520	Communications	4.5	SP 101	Fundamentals of Speech Communications	3

COMPUTER INFORMATION SYSTEMS/ASSOCIATE OF APPLIED ARTS (AAS)

ITT Course			BCCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
IT 203	Database Development	4.5	BCAP 136	Database Management Systems	3
GE 254	Readings in the Physical Sciences	4.5	BPS-Elective	Biological and Physical Sciences	3

IT250	Linux Operating System	4.5	CISS 105	Intro to UNIX: The Operating System	3
IT104	Introduction to Computer Programming	4.5	CISS 116	Structured Design	3
GE117	Composition 1+	4.5	ENG 101	English Writing	3
EG362	Humanities	4.5	Gen Ed.- Elective	Choose any General Education Course	3
GE127	College Mathematics 1+	4.5	MAT 107	Modern Elementary Statistics	3
GE192	College Mathematics II+	4.5	MAT 125	Finite Mathematics	3
GE217	Composition II+	4.5	SP 101	Fundamentals of Speech Communication	3

COMPUTER-AIDED DRAFTING AND DESIGN/ASSOCIATE OF APPLIED ARTS (AAS)

ITT Course			BCCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
DT 1110	Intro. of Drafting and design Technology	4.5	CADD 101	Introduction to CADD	3
DT 1210	Rapid Visualization Techniques	4.5	CADD 111	CADD Applications	3
CO 2520	Communications +	4.5	SP 101	Fundamentals of Speech Communication	3
DT1230	CAD Methods	4.5	CADD 105	Intermediate CADD	3
DT 2510	Advanced CAD Method	4.5	CADD 112	CADD Architectural Applications	3
DT 2630	3D Modeling and Visualization	4.5	CADD 140	CADD 3D Modeling	3
EN1320	Composition I+	4.5	ENG 101	English Writing	3
GC 1330	3D Modeling Technique	4.5	CADD 151	Technical Graphics	3
DT 2745	Adv. CAD Methods using AutoCAD	4.5	CADD 205	CADD Engineering Drawing I	3
DT 2799	Drafting and Design Technology Capstone Project	4.5	CADD 206	CADD Engineering Drawing II	3
DT 1430	Parametric Modeling	4.5	CADD 208	CADD Mechanical Applications	3

DT 2520	3D Civil drafting	4.5	CADD 211	CADD Civil Applications	3
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4. The Qualifying Student shall not pay, and BCCC 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 BCCC'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 BCCC'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 BCCC, or through other sources.
6. BCCC must ensure that the Qualifying Student signs an enrollment agreement with the BCCC 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. BCCC 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. BCCC shall designate, and shall provide to MHEC the contact information for, a staff person at BCCC 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), BCCC 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. BCCC 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, BCCC 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 BCCC may be able to re-certify the course in accordance with applicable federal regulations.
12. BCCC shall require each Qualifying Student to sign an acknowledgment that the student has been provided with information regarding the U.S. Departments of Education's loan discharge policy by BCCC. BCCC 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 BCCC 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 BCCC.

D. Termination

1. MHEC or may, at its sole discretion, terminate this Agreement upon delivering 30 days written notice to the other party.
2. Upon any termination, Sections B, G, and I 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 BCCC 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 BCCC.

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. 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.

BALTIMORE CITY COMMUNITY
COLLEGE

MARYLAND HIGHER EDUCATION
COMMISSION

By: Gordon F. May
Gordon F May Ph.D.
President/CEO
Baltimore City Community College

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

Gordon F. May
Signature

James D. Fielder, Jr
Signature

10/25/16
Date

10/26/2016
Date

Approved for Legal Sufficiency:

By: Christie Wellans
Assistant Attorney General
Maryland Higher Education Commission

Date: 10/26/16