

STATE ORCHESTRATED TRANSFER AGREEMENT
 FREDERICK COMMUNITY COLLEGE
 and
 MARYLAND HIGHER EDUCATION COMMISSION

In order to serve the students impacted by the closure of ITT Educational Services, Inc. (“ITT”), which had locations in Hanover, Maryland and Owings Mills, Maryland, FREDERICK COMMUNITY COLLEGE (the “FCC”), located in FREDERICK, 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 ITT Students”, which will be referred to as “Qualifying Students” throughout this document, *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 FCC

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

ITT Program of Study	FCC Comparable Program of Study
Accounting A.A.S	Accounting A.A.S
Business Management A.A.S.	Business Management A.A.S.

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

Accounting A.A.S

ITT Course			FCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
SC1130	Survey of Sciences	4.5	PC103	Elements of Physical Science	3
MA1210	College Mathematics	4.5	MA130	College Algebra	3
EN 1320	Composition I	4.5	EN101	English Composition	3
EN 1420	Composition II	4.5	EN102	English Composition and Literature	3

CO2520	Communications	4.5	CMSP101	Introductions to Communication Studies	3
ES2550	Microeconomics	4.5	EC202	Principles of Economics	3
ES2560	Macroeconomics	4.5	EC201	Principles of Economics	3
BU1110	Introduction to Business	4.5	BU103	Introduction to Business	3
AC1220	Accounting Principles I	4.5	ACCT101	Principles of Accounting I	3
AC1320	Accounting Principles II	4.5	ACCT102	Principles of Accounting II	3
MG1350	Fundamentals of Supervision	4.5	BU272	Supervisory Management	3
BU1410	Management Information Systems	4.5	-	No comparable course	-
AC1420	Financial Accounting	4.5	ACCT201	Intermediate Accounting I	4
AC2520	Tax Preparation	4.5	ACCT205 or ACCT216	Federal Income Tax Accounting or Government and Not-for-Profit-Accounting	3
AC2620	Fundamentals of Managerial Accounting	4.5	ACCT203	Managerial Cost Accounting	3
BU2620	Fundamentals of Business Communication	4.5	BU273	Business Communication	3
FN2640	Fundamentals of Finance	4.5	BU110	Personal Financial Management	3
AC2720	Cost Accounting	4.5	-	No comparable course	-
AC2799	Accounting Capstone Project	4.5	ACCT233	Applied Accounting	3
GS1140	Problem Solving Theory	4.5	-	No comparable course	-
GS1145	Strategies for the Technical Professional	4.5	-	No comparable course	-

Business Management A.A.S.

ITT Course			FCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits

SC1130	Survey of Sciences	4.5	PC103	Elements of Physical Science	3
MA1210	College Mathematics	4.5	MA130	College Algebra	3
EN 1320	Composition I	4.5	EN101	English Composition	3
EN 1420	Composition II	4.5	EN102	English Composition and Literature	3
CO2520	Communications	4.5	CMSP101	Introductions to Communication Studies	3
ES2550	Microeconomics	4.5	EC202	Principles of Economics	3
ES2560	Macroeconomics	4.5	EC201	Principles of Economics	3
BU1110	Introduction to Business	4.5	BU103	Introduction to Business	3
AC1220	Accounting Principles I	4.5	ACCT101	Principles of Accounting I	3
AC1320	Accounting Principles II	4.5	ACCT102	Principles of Accounting II	3
MG1350	Fundamentals of Supervision	4.5	BU272	Supervisory Management	3
BU1410	Management Information Systems	4.5	CIS111R	Business Software Applications	3
AC1420	Financial Accounting	4.5	ACCT201	Intermediate Accounting I	4
MK2530	Fundamentals of Marketing	4.5	BU225	Marketing	3
BU2620	Fundamentals of Business Communication	4.5	BU273	Business Communication	3
FN2640	Fundamentals of Finance	4.5	BU110	Personal Financial Management	3
MG2650	Fundamentals of Management	4.5	BU227	Principles of Management	3
BU 2799	Business Management Capstone Project	4.5	-	No comparable course	-
GS1140	Problem Solving Theory	4.5	-	No comparable course	-
GS1145	Strategies for the Technical Professional	4.5	-	No comparable course	-

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

D. Termination

1. MHEC FCC 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 FCC 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 FCC.

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.

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.

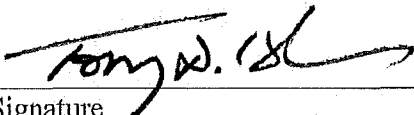
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

FREDERICK COMMUNITY COLLEGE

MARYLAND HIGHER EDUCATION
COMMISSION

By: Tony D. Hawkins, Ph.D.
Provost/VP of Academic Affairs
Frederick Community College


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



Signature

10/28/16

Date

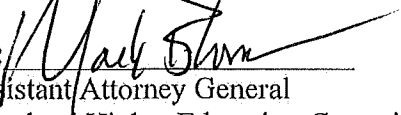


Signature

11/1/16

Date

Approved for Legal Sufficiency:

By: 

Assistant Attorney General
Maryland Higher Education Commission

Date: 10-31-16