

STATE ORCHESTRATED TRANSFER AGREEMENT
Community College of Baltimore County
MARYLAND HIGHER EDUCATION COMMISSION

In order to serve the students impacted by the precipitous closure of Education Corporation of America, doing business as Brightwood College in Maryland ("Brightwood"), which had locations in Towson, Baltimore, and Beltsville, Maryland, the Community College of Baltimore County ("CCBC"), located in Baltimore County, Maryland, has entered into this *State Orchestrated Transfer Agreement* ("Agreement") with the Maryland Higher Education Commission ("MHEC").

A. Qualifying Brightwood 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 Brightwood when Brightwood precipitously closed on December 7, 2018;
 - o Enrolled in Brightwood during the 120 days prior to closure (August 9, 2018); or
 - o Were on an approved Leave of Absence from Brightwood between the dates of August 9, 2018 and December 7, 2018; and
2. Were enrolled in one of Brightwood's MHEC-approved programs.

B. Duties of CCBC

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

Brightwood Program of Study	CCBC Comparable Program of Study
Medical Assistant	Medical Assistant
Medical Billing and Coding	Medical Billing
Medical Billing and Coding	Medical Coding
Pharmacy Technician	Pharmacy Technician
Computer Support Tech	No comparable program, but can accept many of the courses towards other certifications.
HVAC / R	Will use credit crosswalk since program is cross-listed

Brightwood Course			CCBC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AH101	Fundamentals of Allied Health	40 contact hours	AHE534	Medical Terminology for Health Occupations	30 contact hours
AH102	Introduction to Allied Health Careers	40 contact hours	AHE125	Introduction to Health	30 contact hours
			AHE641	Introduction to Health Care Systems	15 contact hours
CS101	Academic Strategies	40 contact hours	AHL140	Essential Skills for the Healthcare Professional	20 contact hours
CS102	Academic Skills	40 contact hours	WOS064	Basic Math for Health Care Workers	10 contact hours
MAB155	Medical Front Office	80 contact hours	AHL929	Certified Medical Administrative Assistant	75 contact hours
MAG155	Musculoskeletal, Digestive, and Respiratory	80 contact hours			
MAP155	Nervous, Sensory, and Endocrine	80 contact hours	AHE519	Anatomy and Physiology	30 contact hours
MAR155	Circulatory, Immune, and Lymphatic	80 contact hours	AHE577	Pharmacology	18 contact hours
MAY155	Integumentary, Urinary, and Reproductive	80 contact hours	AHE528	Medicine Administration	18 contact hours

3. Comparable courses that CCBC is willing to transfer credits for include: **Medical Assistant**

Pharmacy Technician

Brightwood Course			CCBC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AH101	Fundamentals of Allied Health	40 contact hours			
AH102	Introduction to Allied Health Careers	40 contact hours			
CS101	Academic Strategies	40 contact hours			
CS102	Academic Skills	40 contact hours			
PTB151	Nervous and Sensory Systems	80 contact hours	AHL739	Pharmacy Tech I	60
PTG151	Motor Systems, Hospital, and Retail Pharmacy	80 contact hours			
PTP151	Absorption Systems	80 contact hours			
PTR151	Circulatory and Immune Systems	80 contact hours			
PTY151	Endocrine and Reproductive Systems and Sterile Products	80 contact hours			

Medical Billing and Coding

Brightwood Course			CCBC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AH101	Fundamentals of Allied Health	40 contact hours			
AH102	Introduction to Allied Health Careers	40 contact hours	AHE534	Medical Terminology for Health Occupations	30 contact hours

CS101	Academic Strategies	40 contact hours	AHE519	Anatomy and Physiology	30 contact hours
CS102	Academic Skills	40 contact hours			

Medical Billing and Coding

Brightwood Course			CCBC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AH101	Fundamentals of Allied Health	40 contact hours	AHL149	Medical Terminology for Administrative Healthcare Professionals	18 contact hours

Computer Support Tech

Brightwood Course			CCBC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
CSB120	Desktop Operating System	80 Hrs.	PCA771	IT Fundamentals Certification	30 Hrs.
CSG120	Network Fundamentals	80 Hrs.	PCA620	Network + Technician Certification	50 Hrs.
CSO140	Network Security	80 Hrs.	PCA594	Intro to Information Security	37.5 Hrs.
CSP140	Server Fundamentals	80 Hrs.	PCA610	Windows Server	50 Hrs.
CRS140	Open Source Systems	80 Hrs.	PCA623	Linux Fundamentals	37.5 Hrs.
CSY140	Desktop Administration	80 Hrs.	PCA772	Helpdesk Technology and Customer Service	18 Hrs.
ITK101	Introduction to System Technology	80 Hrs.	PCA994	A+ PC Technician Module 1	50 Hrs.
ITW101	Introduction to Software Technology	80 Hrs.	PCA995	A+ PC Technician Module 2	50 Hrs.

4. The Qualifying Student shall not pay, and CCBC 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 Brightwood to complete the program pursuant to the student's enrollment contract with Brightwood; or CCBC's otherwise applicable tuition and fees. For example, if the student

paid tuition in full to Brightwood, the student may be charged only the cost of books and materials to complete the program. If partial tuition was paid to Brightwood, the student may be charged no more than the lesser of the balance due to Brightwood, or CCBC'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 CCBC, or through other sources.
6. CCBC must ensure that the Qualifying Student signs an enrollment agreement with the CCBC before enrolling. The enrollment agreement shall disclose the program for which the student will be enrolled in, the Brightwood 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. CCBC shall enroll the Qualifying Student only in a program comparable to the one that the student was unable to complete at Brightwood, as stated under Paragraph 2. Enrollment in a non-comparable, different program is not covered by the terms of this Agreement.
8. CCBC shall designate, and shall provide to MHEC the contact information for, a staff person at CCBC 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), CCBC 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. CCBC 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, CCBC understands that courses that were successfully completed by the Qualifying Student at Brightwood 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 CCBC may be able to re-certify the course in accordance with applicable federal regulations.
12. CCBC 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 CCBC. CCBC will not advise Brightwood students regarding whether the student is eligible for loan discharge.

C. Duties of Maryland Higher Education Commission

1. MHEC shall provide to CCBC the contact information of MHEC staff members who are coordinating the transfer options for Brightwood 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 CCBC.

D. Termination

1. MHEC or CCBC 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 CCBC 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 CCBC.

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.

Community College of Baltimore County

MARYLAND HIGHER EDUCATION
COMMISSION

By: _____

Name
Title
School Name

Dandrea Kuntin-tiri
Signature President

12/13/18
Date

By: _____

Dr. James D. Fielder
Secretary
Maryland Higher Education Commission

James D. Fielder
Signature

12/19/18
Date

Approved for Legal Sufficiency:

By: Christi Wellens
Assistant Attorney General
Maryland Higher Education Commission

Date: 12/19/18

Faint header text at the top of the page, possibly containing a title or reference number.

ATTEST: _____
Notary Public

The undersigned, _____
Notary Public

[Handwritten Signature]

12/12/18

Witnessed by _____
Notary Public

12/12/18