

STATE ORCHESTRATED TRANSFER AGREEMENT
MONTGOMERY COLLEGE
and
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, Montgomery College (“MC”), located in Rockville, 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 MC

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

Brightwood Program of Study	MC Comparable Program of Study
Computer Networking Technology	Network and Information Technology A.A.S.
Medical Billing and Coding Specialist	Health Information Management A.A.S. Medical Coder/Abstractor/Biller Certificate
Electrical Technician	Electrical Wiring Area of Concentration, Building Trades A.A.S. Electrical Wiring Certificate
Heating, Ventilation, Air Conditioning and Refrigeration	HVAC Area of Concentration, Building Trades A.A.S. HVAC Certificate

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

Computer Networking Technology

Brightwood Course			MC Comparable Course		
Course Number	Course Name	Quarter Credits	Course Number	Course Name	Credits
CM102	College Composition I	5	ENGL101	Introduction to College Writing	3
CM206	Interpersonal Communication	5	COMM 204	Interpersonal Communication	3
CN299	Associate's Capstone in Computer Networking Technology	5	NWIT291	Cybersecurity Capstone	1
IT101	Introduction to Information Technology	5	CMSC 110	Computer Concepts	3
IT133	Software Applications	5	CMAP 120	Introduction to Computer Applications	3
IT172	Introduction to Web Tools	2	CMSC 135	Introduction to Scripting	3
IT182	Introduction to Programming	5	CMSC 140	Introduction to Programming	3
IT190	Computer Hardware and Operating Systems	5	NWIT127	Microcomputer Essentials	3
IT273	Networking Concepts	5	NWIT170	Network Operating Systems	3
IT275	Linux System Administration	5	CMSC 253	UNIX/LINUX System Administration	4
IT276	Windows System Administration	5	NWIT200	Microsoft Windows Client Operating System	3
IT286	Introduction to Network Security	5	NWIT173	Network Security	3
IT287	Introduction to Routing and Switching	5	NWIT252	Cisco Networking 2	3
CS115	Academic Strategies	3	STSU100	First Year Seminar	1
SS124	Psychology	5	PSYC102	General Psychology	3
SC225	Environmental Science	5	BIOL105	Environmental Biology	3
HU245	Ethics	5	PHIL140	Introduction to the Study of Ethics	3

Medical Billing and Coding Specialist

Brightwood Course			MC Comparable Course		
Course Number	Course Name	Quarter Credits	Course Number	Course Name	Credits
AH101 and AH102	Fundamentals of Allied Health	3	HSCI101	Introduction to Health Sciences	3
	Introduction to Allied Health Careers	3			
CS115	Academic Strategies	3	STSU100	First Year Seminar	1

Electrical Technician

Brightwood Course			MC Comparable Course		
Course Number	Course Name	Quarter Credits	Course Number	Course Name	Credits
ETB130	Electrical Concepts	6	BLDG150	Fundamentals of Electrical Wiring	4

Heating, Ventilation, Air Conditioning and Refrigeration

Brightwood Course			MC Comparable Course		
Course Number	Course Name	Quarter Credits	Course Number	Course Name	Credits
HVA150	Hydronic and Electric Heating Systems	6	BLDG271	Heating Systems	4
HVB101	Fundamentals of Refrigeration	6	BLDG170	Fundamentals of Refrigeration	4
HVO135	Refrigeration Systems	6	BLDG174	HVAC Technician Development	2
HVP150	Gas and Oil Heating Systems	6	BLDG271	Heating Systems	4
HVY155	Air Conditioning Systems	5	BLDG273	Air Conditioning and Heat Pump Systems	4

- The Qualifying Student shall not pay, and MC 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 MC'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 MC's otherwise applicable tuition and fees. If the student, or MHEC, does not provide MC with official documentation that demonstrates the amount paid to Brightwood for the student's tuition and fees, MC will charge its otherwise applicable tuition and fees to that student. The Director of Enrollment Services and College Registrar at MC will serve as the contact to students.

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 MC, or through other sources.
6. MC must ensure that the Qualifying Student signs an enrollment agreement with the MC 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. MC 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. MC shall designate, and shall provide to MHEC the contact information for, a staff person at MC 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), MC 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. MC 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, MC 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 MC may be able to re-certify the course in accordance with applicable federal regulations.
12. MC 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 MC. MC 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 MC 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 MC.

D. Termination

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

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.

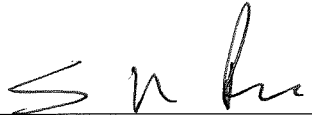
I. Representations and Warranties of the Parties

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.

MONTGOMERY COLLEGE

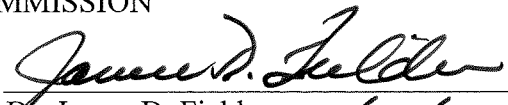
By: 
Dr. Sanjay Rai
Senior Vice President, Academics Affairs
Montgomery College

Signature

Date

1/11/19

MARYLAND HIGHER EDUCATION
COMMISSION

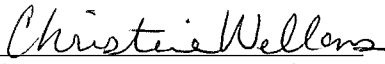
By: 
Dr. James D. Fielder
Secretary
Maryland Higher Education Commission

Signature

Date

2/12/19

Approved for Legal Sufficiency:

By: 
Assistant Attorney General
Maryland Higher Education Commission

Date: 2/12/19