

STATE ORCHESTRATED TRANSFER AGREEMENT
PRINCE GEORGE'S 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, Prince George's Community College (the "PGCC"), located in Largo, 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 PGCC

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

ITT Program of Study	PGCC Comparable Program of Study
Accounting A.A.S	Accounting Professional A.A.S.
	Business Management A.A.S.
Electrical Engineering Technology A.A.S.	Electrical Engineering Technology A.A.S.
	Engineering Technology A.A.S
	Computer Engineering Technology A.A.S.
Information Technology A.A.S.	Information Technology A.A.S
Information Technology Computer Network Systems A.A.S.	Information Technology A.A.S

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

Accounting Associate of Applied Science Degree

ITT Course			PGCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AC1220	Principles of Accounting I	4.5	ACC2001	Principles of Accounting I	3
AC1320	Principles of Accounting II	4.5	ACC2002	Principles of Accounting II	3
AC1420	Financial Accounting	4.5	ACC1000	Fundamentals of Accounting	3
AC2520	Tax Preparation	4.5	ACC2210	Federal Income Tax	3
AC2650	Fundamentals of Managerial Accounting	4.5	ACC1030	Accounting for Managers	3
AC2720	Cost Accounting	4.5	ACC2030	Cost Accounting	3
BU1110	Introduction to Business	4.5	BMT1010	Introduction to Business	3
BU1410	Management Information Systems	4.5	INT1010	Introduction to Information Technology	3
BU2620	Fundamentals of Business Communication	4.5	EGL1320	Writing for Business	3
ES2550	Microeconomics	4.5	ECN2040	Principles of Microeconomics	3
ES2560	Macroeconomics	4.5	ECN	Principles of Macroeconomics	3
FN2640	Fundamentals of Finance	4.5	ACC2250	Business Finance	3
MG1350	Fundamentals of Supervision	4.5	BMT1550	Elements of Supervision	3

Business Management Associate of Applied Science Degree

ITT Course			PGCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
AC1220	Principles of Accounting I	4.5	ACC2001	Principles of Accounting I	3
AC1320	Principles of Accounting II	4.5	ACC2002	Principles of Accounting II	3
BU1110	Introduction to Business	4.5	BMT1010	Introduction to Business	3

BU1410	Management Information Systems	4.5	INT1010	Introduction to Information Technology	3
ES2550	Microeconomics	4.5	ECN2040	Principles of Microeconomics	3
ES2560	Macroeconomics	4.5	ECN1030	Principles of Macroeconomics	3
GE127	College Mathematics	4.5	MAT1350	College Algebra and Trigonometry	3
MG2650	Fundamentals of Management	4.5	BMT1600	Principles of Management	3

Engineering Technology Associate of Applied Science Degree**Electronic Engineering Technology Associate of Applied Science Degree****Computer Engineering Technology Associate of Applied Science Degree****Information Technology Associate of Applied Science Degree**

ITT Course			PGCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
BU1410	Management Information Systems	4.5	INT Elective	(no need to take INT 1010)	3
CO2520	Communications	4.5	SPH Elective	(No need to take Speech course)	3
ET1210	DC-AC Electronics	4.5	ENT1710 and 1720	Circuits Analysis and Design	3 and 3
ET1220	Digital Fundamentals	4.5	ENT2740	Digital Circuits	4
ET1310	Solid State Devices	4.5	ENT2710	Analog Circuits	4
ET2530	Electronic Communication	4.5	ENT2730	Electronic Communication	4
ET2560	Intro to C Programming	4.5	INT2130	Windows Server Administration	4
HU4640	Ethics	4.5	PHL1330	Ethics	3
MA3110	Statistics	4.5	MAT1140	Introduction to Statistics	3
NT1110	Computer Structure & Logic	4.5	INT1540	Computer Hardware 1: A+ Preparation	3
NT1210	Introduction to Networking	4.5	INT1550	Introduction to Networks: Network+ Preparation	3

NT1230	Client-Server Network I	4.5	INT2300	Windows Desktop Client	3
NT1310	Physical Networking	4.5	INT2530	Telecommunications	3
NT1330	Client-Server Network II	4.5	INT2310	Windows Server Administration	3
NT1430	Linux Networking	4.5	CHALLENGE EXAM	Possible credit for INT 2721 and INT 2761	3 and 3
PH2530	Physics	4.5	PHY1570	Technical Physics for Engineering Technology	4
PS1350	American Government	4.5	POS1010	American National Government	3
PT1420	Intro to Programming	4.5	INT1111	Programming Logic and Design	3

4. The Qualifying Student shall not pay, and PGCC 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 PGCC'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 PGCC'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 PGCC, or through other sources.
6. PGCC must ensure that the Qualifying Student signs an enrollment agreement with the PGCC 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. PGCC 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. PGCC shall designate, and shall provide to MHEC the contact information for, a staff person at PGCC 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), PGCC 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. PGCC 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, PGCC 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 PGCC may be able to re-certify the course in accordance with applicable federal regulations.
12. PGCC 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 PGCC. PGCC 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 PGCC 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 PGCC.

D. Termination

1. MHEC or PGCC 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 PGCC 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 PGCC.

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.

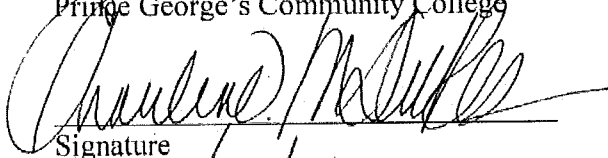
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PRINCE GEORGE'S COMMUNITY
COLLEGE

MARYLAND HIGHER EDUCATION
COMMISSION

By: _____

Charlene M. Dukes, Ed.D.
President
Prince George's Community College

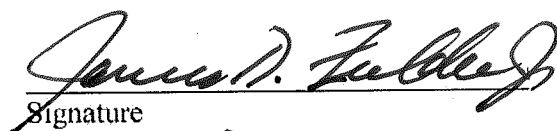

Signature

Date

10/11/16

By: _____

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

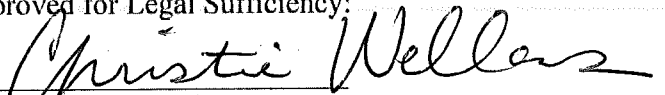

Signature

Date

10/17/2016

Approved for Legal Sufficiency:

By:



Assistant Attorney General
Maryland Higher Education Commission

Date:

10/19/16