

STATE ORCHESTRATED TRANSFER AGREEMENT
HAGERSTOWN 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, Hagerstown Community College (the “HCC”), located in Hagerstown, 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 HCC

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

ITT Program of Study	HCC Comparable Program of Study
AAS Accounting	AAS Accounting and Business
AAS Business Management	AAS Management
AAS Industrial Engineering Technology	AAS Advanced Manufacturing
AAS Network Systems Administration	AAS IST: Network Administration Option
AAS Software Development	AAS Web & Multimedia Development

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

GENERAL EDUCATION COURSES

ITT Course			HCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
MA1210	College Mathematics	4.5	MAT101	College Algebra	3
MA1310	College Mathematics	4.5	MAT102	Trigonometry	3
EN1320	Composition I	4.5	ENG101	English Composition	3
EN1420	Composition II	4.5	ENG102	Composition and Literature	3

AR1440	Art Appreciation	4.5	ART101	Intro to Visual Arts	3
ES2550	Microeconomics	4.5	ECO201	Microeconomics	3
ES2560	Macroeconomics	4.5	ECO202	Macroeconomics	3
PH2530	Physics	4.5	PHY201	General Physics I	3
PS1350	American Government	4.5	POL101	American Government	3
PY3150	Psychology	4.5	PSY101	General Psychology	3
CO2520	Communications	4.5	SPD103	Public Speaking	3

AAS ACCOUNTING & BUSINESS

ITT Course			HCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
BU1110	Intro to Business	4.5	BUS101	Intro to Business	3
ACC1220	Accounting Principles I	4.5	ACC101	Principles of Accounting I	3
ACC1320	Accounting Principles II	4.5	ACC102	Principles of Accounting II	3
AC2520	Tax Preparation	4.5	ACC105	Income Tax Accounting	3
AC2620	Fundamentals of Managerial Accounting	4.5	ACC210	Managerial Accounting	3
BU2620	Fundamental of Business Communication	4.5	BUS113	Business Communication	3

AAS MANAGEMENT

ITT Course			HCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
BU1110	Intro to Business	4.5	BUS101	Intro to Business	3
ACC1220	Accounting Principles I	4.5	ACC101	Principles of Accounting I	3
ACC1320	Accounting Principles II	4.5	ACC102	Principles of Accounting II	3
MK2530	Fundamentals of Marketing	4.5	MGT104	Marketing	3
MG2650	Fundamentals of Management	4.5	MGT103	Principles of Management	3

AAS ADVANCED MANUFACTURING SYSTEMS

ITT Course			HCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
IE1110	Intro to Industrial Engineering Technology	4.5	INT101	Intro to Industrial Technology	3
IE1320	Lean Manufacturing	4.5	ADM201	Lean Manufacturing and Quality Control	3

AAS IST: NETWORK ADMINISTRATION OPTION

ITT Course			HCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
NT1210	Introduction to Networking	4.5	IST154	Networking Basics	3
NT1430	Linux Networking	4.5	IST109	UNIX/Linux Operating Systems	3
NT2580	Intro to Information Security	4.5	IST160	Intro to Security Fundamentals	3
NT2640	IP Networking	4.5	IST253	TCP/IP	3
NT1410	Operating Systems	4.5	IST151	PC Tech: Operating Systems	3

AAS WEB & MULTIMEDIA DEVELOPMENT

ITT Course			HCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
SD1240	Crating Websites using HTML and CSS	4.5	WEB110	Web Design II	3
SD1340	Creating Websites using HTML5, CSS3, Javascript	4.5	WEB101	Web Design I	3
NT1410	Operating Systems	4.5	IST151	PC Tech: Operating Systems	3
SD1420	Intro to Java Programming	4.5	IST134	Intro to Java Programming	3

AAS ELECTRICAL ENGINEERING TECHNOLOGY (Pending MHEC approval)

ITT Course			HCC Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
ET1210	DC-AC Electronics	4.5	ELE103	Analog & Digital Electronics	3

ET2530	Electronic Communications	4.5	ELE206	Electronic Communication Systems	3
ET2560	Intro to C Programming	4.5	IST132	Intro to C and C++ Programming	3
ET2640	Microprocessors & Microcontrollers	4.5	ELE105	Microprocessors & Microcontrollers	3
ET2750	Programmable Logic Controllers	4.5	INT102	Intro to PLCs	3

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

12. HCC 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 HCC. HCC 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 HCC 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 HCC.

D. Termination

1. MHEC or HCC 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 HCC 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 HCC.

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.

HAGERSTOWN COMMUNITY COLLEGE

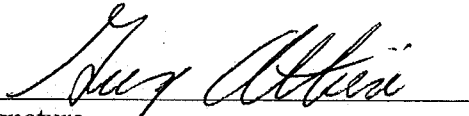
MARYLAND HIGHER EDUCATION
COMMISSION

By: _____

Guy Altieri, Ed.D.
President
Hagerstown Community College

Signature

Date



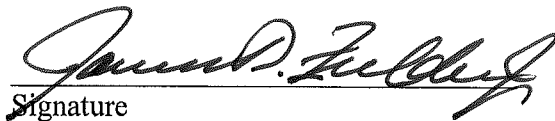
10/13/16

By: _____

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

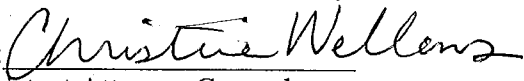
Signature

Date



10/19/16

Approved for Legal Sufficiency:

By: 
Assistant Attorney General
Maryland Higher Education Commission

Date: 10/19/16