

STATE ORCHESTRATED TRANSFER AGREEMENT
 YORK TECHNICAL INSTITUTE, LLC
 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, York Technical Institute LLC doing business as YTI-Career Institute (“YTI”), with locations in York and Lancaster, Pennsylvania, 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 YTI

YTI 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 YTI is approved by the Pennsylvania Department of Education to offer.
2. Comparable programs that YTI is willing to accept credit for include:

Brightwood Program of Study	YTI Comparable Program of Study
Computer Networking Technology	Computer Systems Specialist
Electrical Technician	Electrical Technology
Medical Billing and Coding Specialist	Medical Billing and Coding
Heating, Ventilation and Air Conditioning/Refrigeration	Heating, Air Conditioning and Refrigeration

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

Computer Systems Specialist

Brightwood Course			YTI Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
	All courses in the program				

ELECTRICAL TECHNOLOGY

Brightwood Course			YTI Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
	All courses in the program				

MEDICAL BILLING & CODING

Brightwood Course			YTI Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
	All courses in the program				

HEATING, AIR CONDITIONING AND REFRIGERATION

Brightwood Course			YTI Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
	All courses in the program				

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

D. Termination

1. MHEC or YTI 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 YTI 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 YTI.

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. Indemnification

To the extent permitted under the Constitution and laws of the State of Maryland, YTI shall defend, indemnify, and hold harmless the State of Maryland, its officers, and employees, and MHEC, its commissioners, employees, and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of YTI or any agent, employee, or subcontractor of YTI in the execution or performance of this Agreement.

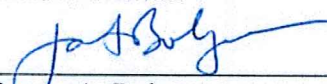
J. Representations and Warranties of the Parties

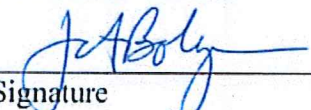
Both parties to this Agreement represent and warrant that the following shall be true and correct as of the Effective Date of this Agreement, and shall continue to be true and correct during the Term of this Agreement:

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.


YORK TECHNICAL INSTITUTE LLC d/b/a
YTI Career Institute

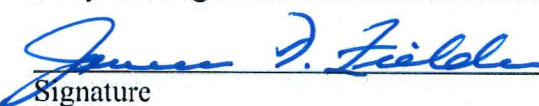
By: 
James A. Bologa
President and CEO
YTI Career Institute


Signature

12/19/2018
Date


MARYLAND HIGHER EDUCATION
COMMISSION

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


Signature

12/19/18
Date

Approved for Legal Sufficiency:

By: 
Assistant Attorney General
Maryland Higher Education Commission

Date: 12/19/18

James A. Miller

James A. Miller

12/18

Christie Bellomo

12/18