

Teach-Out Agreement

This Teach-Out Agreement is entered into on March 18, 2021 [7a], [8], [10c], [13a] between Robert Paul Academy of Cosmetology Arts & Sciences (Closing Institution), Maryland Beauty Academy - Essex (Teach-Out Institution), and the Maryland Higher Education Commission (MHEC) in order to ensure that all students currently enrolled at the Closing Institution's MHEC-approved Cosmetology Operator, Manicuring Program(s) shall have an equitable opportunity to complete their educational program following the its closure on March 15, 2021 without requiring the student(s) to move or travel for substantial distances or durations. (Refer to **Exhibit A** for a list of students currently enrolled at the Closing Institution.)

The Teach Out Institution will enroll students in its MHEC-approved Cosmetology Operator, Manicuring Program(s). The parties agree that the Teach-Out Institution has the necessary experience, administrative capability and capacity, resources and student support services to provide an educational program that is of acceptable quality and reasonably similar in content, delivery modality and scheduling to that provided by the closing institution. [10a]

The Teach-Out Institution attests to and acknowledges the following:

1. The Enrollment Agreement(s) included in **Exhibit B** to this agreement are true and accurate as of this date of execution. Upon acceptance of offer to transfer to the Teach Out Institution, students enrolled at Closing Institution will enrolled at the Teach-Out Institution in accordance with the terms of the exhibited Enrollment Agreement(s). [9a] The Teach Out Institution shall ensure that a transferring student signs an enrollment agreement prior to beginning instruction. The enrollment agreement shall disclose the scheduled program completion date and the tuition to be charged, which shall not exceed the maximum permitted amount under this Teach-Out Agreement. Upon successful program completion, the transferring student shall receive the same certificate of completion (and/or other credential or certificate) provided by the school to non-transferring students.
2. The Catalog included in **Exhibit C** to this agreement are true and accurate as of this date of execution. [9b]
3. The Teach-Out Institution is currently licensed and in good standing with Maryland Higher Education Commission. A copy of the Teach-Out Institution's license(s) to operate are included in **Exhibit D** to this agreement. [9c]
4. Additional documentation regarding the Teach-Out Institution, including Student Determination Letters , included in **Exhibit E** to this agreement, is true and accurate as of this date of execution. [9d]
5. The Teach-Out Institution has sufficient Administrative Capability and Capacity to accept the student(s) affected by the closing of the Closing Institution without negatively impacting its mission or its obligations to its existing student(s). [10b] The Teach Out Institution shall not accept or enroll students in excess of the maximum enrollment limitations and student-instructor ratios approved by MHEC.
6. Notwithstanding the transfer provisions within the Teach-Out Institution's admission's policy, the Teach-Out Institution agrees to accept all clock-hours earned by student(s)

enrolled at the Closing Institution as of its date of closure, as recorded on the student transcript(s). [7d]

7. The Teach-Out Institution agrees to charge transferring student(s) no more than the lesser of: [7e]
 - a. The remaining amount that the transferring student would have paid to the closing school; or
 - b. The Teach-Out Institution's total tuition and fees for the program in which the transferring student enrolls.
8. The Teach-Out Institution agrees to waive any and all application and registration fees and further, that it shall assess no additional charges or fees for purpose of student transfer. [10d] If additional books, materials, or industry test exams are required to complete the program, the transferring student shall be given the choice of purchasing these through the Teach Out Institution or through other sources.
9. The Teach-Out Institution agrees not to offer instruction to transferring students via an alternate method of delivery from that of the original educational program without also having offered to utilize the same method of instruction of the original educational program. [10a]
10. The Teach-Out Institution is not itself subject to a Teach Out Event as defined by the National Accrediting Commission of Career Arts & Sciences, Inc. (NACCAS). [11a]
11. The Teach-Out Institution is not, to its knowledge, under investigation for, subject to any actions concerning, or being prosecuted for an issue related to academic quality, misrepresentation, fraud, or other severe matters by a law enforcement agency. [11b]
12. The Teach-Out Institution has not, within the previous 5 years:
 - a. Entered into any settlement agreements related to a consumer protection law with a law enforcement agency; or
 - b. Had any judgments related to a consumer protection law entered against it in favor of a law enforcement agency.
13. The Teach-out Institution shall designate, and shall provide to MHEC the contact information for, a staff person at the Teach-out Institution who shall serve as the point of contact for transferring students. The Teach-out Institution shall notify MHEC when a transferring student enrolls in the Teach-out program. The Teach-out Institution shall provide to MHEC a copy of the final transcript and certificate of each transferring student who completes the Teach-out Program.
14. To the extent permitted under the Constitution and laws of the State of Maryland, the Teach-out Institution 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 the Teach-out School or any agent, employee, or subcontractor of the Teach-out School in the execution or performance of this Agreement.

The Closing Institution attests to and acknowledges the following:

1. Copies of the Teach-Out Institution's Enrollment Agreement(s) (**Exhibit B**) and Catalog (**Exhibit C**) shall be immediately provided to students enrolled at the Closing Institution (**Exhibit A**) and such students will be provided an offer to transfer to the Teach-Out Institution to complete their program of study in accordance with the terms of this agreement. Students electing to take part in the Teach-Out will be asked to complete an Application and Enrollment Agreement at the Teach-Out Institution, which formally records the student's decision to participate.
2. Students who elect not to transfer to the Teach-Out Institution (or any other institution with which the Closing Institution might enter into a Teach Out Agreement shall be provided with a full refund of all tuition and fees paid.
3. The Closing Institution shall provide all eligible students currently enrolled at the Closing Institution (**Exhibit A**) information about how to obtain a closed school discharge and applicable information on State refund policies. **[7b]**
4. The Closing Institution shall comply with applicable state and/or federal laws regarding records maintenance. **[13c]**
5. The Closing Institution shall, within 15 days of the execution of this agreement, transfer to MHEC, as separate documents, the official academic transcript and financial account information of each former student. The Closing Institution shall include with the records an affidavit from the Owner or Director attesting to the accuracy and completeness of the records.
6. Prior to transferring records to MHEC, the Closing Institution shall, on request from a student, provide the student with a complete academic record and academic transcript at no cost to the student.
7. The Closing Institution shall provide all students currently enrolled at the Closing Institution (**Exhibit A**) the contact information of the custodian of the Closing School's files and the address where those files will be kept. Further, copies of student transcripts, billing and financial aid records, etc., for those student(s) who elect to transfer in accordance with the terms of this agreement shall be provided to the Teach-Out Institution. **[7c], [13d]**
8. The Closing Institution shall post all information regarding the closure on its website and all social media customarily used by the Closing Institution to communicate with students and/or the public. **[13e]**
9. The Closing Institution shall submit a copy of this agreement to NACCAS no later than fifteen (15) days following the execution date noted above, to include copies of all notifications from the Closing Institution to its student(s) related to the Closing Institution's closure or to teach-out options to ensure that the information accurately represents student(s)' ability to transfer credits and clock hours. Should NACCAS require correction to any such notifications, corrected notifications will be immediately provided to the Teach-Out Institution for distribution to transferred student(s). **[12], [13b]**

By signing below, all parties have carefully read and agree to the terms of this Agreement.

ROBERT PAUL ACADEMY



Signature

Susan H. FERRARA
Printed Name

Director
Title

3-19-2021
Date

MARYLAND BEAUTY ACADEMY - ESSEX




Signature

Justin Sisserman
Printed Name

Administrator
Title

3/19/2021
Date

MARYLAND HIGHER EDUCATION COMMISSION



James D. Fielder, Jr., Ph.D.
Secretary of Higher Education

03/26/2021
Date