#### STATE ORCHESTRATED TRANSFER AGREEMENT LANCASTER BIBLE COLLEGE | CAPTIAL SEMINARY & GRADUATE SCHOOL and MARYLAND HICHER EDUCATION COMMISSION

## MARYLAND HIGHER EDUCATION COMMISSION

In order to serve the students impacted by the closure of Faith Theological Seminary in Baltimore, Maryland ("FTS"), Lancaster Bible College | Capital Seminary and Graduate School ("LBC | Capital"), located in Lancaster, PA, has entered into this *State Orchestrated Transfer Agreement* ("Agreement") with the Maryland Higher Education Commission ("MHEC").

## A. **Qualifying FTS Students**

This Agreement pertains only to the transfer of "Qualifying Students", *i.e.*, those students who: 1. Fall into one of these categories:

- Enrolled in FTS when FTS lost accreditation on May 21, 2020;
- Enrolled in FTS during the 120 days prior to closure (January 22, 2020); or
- Were on an approved Leave of Absence from FTS between the dates of January 22, 2020 and May 21, 2020; and
- 2. Were enrolled in one of FTS's MHEC-approved programs.

## B. Duties of LBC | Capital

**LBC** | **Capital\_**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 **LBC** | **Capital** is approved by MHEC to offer.
- 2. Comparable programs that LBC | Capital is willing to accept credit for include:

FTS Program of Study	<b>LBC</b>   <b>Capital</b> is approved by MHEC to offer.		
	Comparable Program of Study*		
Bachelor of Arts Religious Studies	Bachelor of Arts Biblical Studies		
Master of Divinity	Master of Divinity		
	Master of Arts Biblical Studies		
	Master of Arts Ministry		
	Master of Arts Christian Care		
Doctor of Ministry	Doctor of Ministry		

\*See Attachment A for clarifications relevant to the noted programs.

3. Comparable courses that **LBC** | **Capital** is willing to transfer credits for include:

#### **Bachelor of Arts Biblical Studies (BABS)**

FTS Course		LBC   Capital is approved by MHEC to offer. Comparable Course			
Course Number	Course Name	Credits	Course Number	Course Name	Credits
CH2219	Reformation to Modern Times	3		History Elective	3
PH1201	Intro to Philosophy and Worldview	3		Human Culture Elective	3
			HUM101	Human Thought & the Humanities	3

FTS Course			LBC   Capital is approved by MHEC to offer. Comparable Course			
Course			Course			
Number	Course Name	Credits	Number	Course Name	Credits	
PT4205	History of Art	3	HUM102	Human Thought Math/SCI	3	
EN1101	English Composition	3	LAN101	College Composition & Research	3	
EN3105	World Literature	3		Literature Elective	3	
MAT1101	Mathematics	3		Math Elective	3	
SC2218	Scientific Models	3		Science Elective	3	
				Science Lab	1	
EN1202	Research and Writing	3		Arts & Science Elective	3	
EN1208	Communication Skills	3		Arts & Science Elective	3	
MT1202	Applied Mathematics	3		Arts & Science Elective	3	
PH2113	Logic & Rhetoric	3		Arts & Science Elective	2	
OT3122	Pentateuch	3	BIB103	Creation & Covenants I	3	
OT3227	Historical Books	3	BIB104	Israel Life & Literature	3	
BT3124	Biblical Interpretation	3	BIB105	<b>Biblical Hermeneutics</b>	3	
NT3123	The Gospels	3	BIB203	Life of Christ: NTI	3	
NT3228	Acts & Pauline Epistles	3	BIB204	Early Church: NTII	3	
ST3121	Theology 1: Prolegomena	3	THE105	Prelude to Biblical Theological Studies	3	
ST3226	Theology 2: God & Humanity	3		Bible & Theology Elective	3	
CH2114	Apostles to Pre- reformation	3		Bible & Theology Elective	3	
ST4131	Theology 3: Christ & Salvation	3		Bible & Theology Elective	3	
ST4236	Theology 4: Church & Last Things	3		Bible & Theology Elective	3	
EN1102	College and Computer Skills	3		General Elective	3	
PT1101	Biblical Discipleship	3		General Elective	3	
PT1106	Intro to Biblical Counseling	3		General Elective	3	
PH2216	Intro to Ethics	3		General Elective	3	
PS2201	Intro to Psy & Soc	3		General Elective	3	
EC1104	Intro to Economics	3		General Elective	3	
PT3209	Marriage & Family Counseling	3		General Elective	3	
BT3229	Biblical Theology	3		General Elective	3	
BT3203	Biblical Missions & Evangelism	3		General Elective	3	
ST1241	Comparative Theology	3		General Elective	3	
NT4134	General Epistles & Revelation	3		General Elective	3	
OT4132	Poetical Books	3		General Elective	3	
PT4014	Christianity & Culture	3		General Elective	3	
ST4133	Intro to Apologetics	3		General Elective	3	
MU4239	Music in Worship	3		General Elective	3	
OT4237	Prophetical Books	3		General Elective	3	
ST4238	World Religions and Cults	3		General Elective	3	
	4th Year Choice Course	3		General Elective	3	

# Master of Divinity (MDiv)

FTS Course			LBC   Capital is approved by		
			MHEC to offer.		
r		Comparable Course			
Course			Course		
Number	Course Name	Credits	Number	Course Name	Credits
NT 5101 Biblical O		3		eek for Ministry I	3
OT 5102 Old Testa	ament Introduction	3		blical Narrative – Old	3
07 5100 D			Testament		
OT 5103 Pentateuc	ch	3	BIB 520 Selected Topics in OT		3
GT 5104 D 1	1 1 1 1		Pentateuch		2
ST 5104 Prolegom	ena and Bibliology	3	THE 520 Selected Topics in Sys.		3
CT 7102 Amela ant		3	Theology APO 540 Christian Apologetics		2
ST 7123 Apologeti NT 5206 Biblical O		3		eek for Ministry II	3
	tament Introduction	3		blical Narrative – New	3
INT 5207 INEW TES	tament introduction	3	Testament	blical Martalive – New	3
BT 5235 Biblical T	Theology	3		troduction to Christian	3
DI 5255 Diblical I	neology	5	Theology	roduction to Christian	5
ST 5209 Theology	and Anthropology	3		eological Foundations for	3
51 5207 Theology	and Antinopology	5	Ministry	leological i oundations for	5
BT 5208 Biblical H	Jermeneutics	3		blical Interpretation	3
OT 6111 Biblical H		3		brew for Ministry I	3
OT 6112 Historica		3		ected Topics in OT History	3
	bels: The Life of Christ	3		ected Topics in the Gospels	3
ST 6114 Christolog		3		ew Testament Theology	3
	y Teaching and Preaching 1	3		ommunicating Biblical Truth	3
OT 6216 Biblical H		3		brew for Ministry I	3
NT 6218 Acts and		3		ected Topics in NT Epistles	3
PT 6236 Biblical E	1	3	MIN 509 Spiritual Formation &		3
			Discipleship		
ST 6219 Ecclesiol	ogy and Eschatology	3	BIB 539 Cu	rrent Issues in NT Studies	3
PT 6238 Expositor	y Teaching and Preaching 2	3	PAS 513 Ad	vanced Homiletics	3
OT 7121 OT Poets		3	BIB 523 Sel	ected Topics in OT Poetic	3
			Books	-	
OT 7139 Pre-exilio	e Prophets	3	BIB 525 Selected Topics in OT		3
			Prophetic Book		
	History 1: Apostles to	3	No equivalent		3
Reformation					
	Epistles and Revelation	3	BIB 531 Selected Topics in NT Epistles		3
	l & Geographical Studies of	3	BIB 541 Bib	olical Archaeology	3
Israel					
PT 7228 Pastoral T		3		e Leader's Life & Work	3
OT 7240 Exilic to	Post-exilic Prophets	3		plied Hermeneutics:	3
		2	Prophecy		
CH 7229 Church History 2: Reformation to		3	No equivalent		3
Modern PT 6217 Introducti	on to Biblical Counceling	3	PAS 515 Advanced Counseling Seminar		3
PT 6217 Introduction to Biblical Counseling PT 7227 Biblical Missions		3		Itural Analysis and	3
1 + 1 + 22 + D = 0	115510115	J	Engagement		J
PT 7101 Transform	national Leadershin	3			3
	PT 7101 Transformational Leadership OT 5102 Old Testament Introduction		LSP 501 Leadership Theory & Practice BTC 523 Biblical Narrative – Old		3
01 5102 Olu 1080		3	Testament		5
OT 5103 Pentateuc	ch	3		ected Topics in OT	3
<b>OF DIAL REDIVIENC</b>	OT 5105 Temateden			cella ropies in Or	5
OI 5105 Pentateur			Pentateuch		

FTS Course			LBC   Capital is approved by MHEC to offer. Comparable Course		
Course			Course	1	
Number	Course Name	Credits	Number	<b>Course Name</b>	Credits
ST 7123 Apologe		3		pristian Apologetics	3
PT 7211 Family, I	Marriage, Addiction	3	No equivale	nt	3
Counseling			1		
NT 5207 New Tes	stament Introduction	3	BTC 533 Biblical Narrative – New Testament		3
BT 5235 Biblical	Theology	3	BTC 573 In	troduction to Christian	3
			Theology		
ST 5209 Theology	y and Anthropology	3	MIN 505 Th	eological Foundations for	3
			Ministry	-	
BT 5208 Biblical	Hermeneutics	3	BTC 563 Bi	blical Interpretation	3
	ncy Methodologies	3	No equivale	nt	3
OT 6112 Historica	al Books	3		ected Topics in OT History	3
	pels: The Life of Christ	3		ected Topics in the Gospels	3
	bgy and Soteriology	3	THE 511 New Testament Theology		3
	ry Teaching and Preaching 1	3	MIN 504 Communicating Biblical Truth		3
CA 6202 Chaplains in Institutional Settings		3	No equivalent		3
NT 6218 Acts and Pauline Epistles		3		ected Topics in NT Epistles	3
PT 6236 Biblical	Ethics	3		iritual Formation &	3
		3	Discipleship		
	ST 6219 Ecclesiology and Eschatology		BIB 539 Current Issues in NT Studies		3
	PT 6238 Expository Teaching and Preaching 2		PAS 513 Advanced Homiletics		3
OT 7121 OT Poet	OT 7121 OT Poets		BIB 523 Sel	ected Topics in OT Poetic	3
			Books		
OT 7226 Propheti	cal Books	3		ected Topics in OT	3
			Prophetic B		
Reformation	History 1: Apostles to	3	No equivale		3
NT 7122 General	Epistles and Revelation	3	BIB 531 Sel	ected Topics in NT Epistles	3
CA 7101 Chaplain	ns in Crisis Circumstances	3	No equivalent		3
PT 7228 Pastoral		3	MIN 510 The Leader's Life & Work		3
PT 6101 Christian	Education Ministries	3	PAS 520 Designing Strategic Models of Adult Discipleship		3
CH 7229 Church	History 2: Reformation to	3	No equivale		3
Modern	2. Reformation to	5	1.0 equivale		5
PT 7227 Biblical	Missions	3	THE 543 Cu Engagement	ltural Analysis and	3
CA 7202 Military	Chaplainey	3	No equival		
CA 7202 Winnary	A 7202 Military Chaplaincy 3		ino equival	ent	

#### **Doctor of Ministry (DMin)**

		LBC   Capital is approved by MHEC to offer. Comparable Course		у	
Course			Course	Comparable Course	
Number	Course Name	Credits	Number	Course Name	Credits
TH 8102 Theology and Ministry <b>and</b> TH 8114 Principles of Discipleship		3	Depending on Concentration: MIN 841 Authentic, Transformational, and Servant Leadership or MIN 845 The Spiritually Formed Leader		4
PT 8103 Church and Parachurch Ministries and PT 8104 Exegesis for Teaching and Preaching		3	MIN 843 Str Partnerships MIN 846 M	Depending on Concentration: MIN 843 Strategic Initiatives and Partnerships <b>or</b> MIN 846 Ministry Leadership in an Interconnected World	
PT 8111 Foundations in Christian Leadership and PT 8113 Christian Leadership		3	Depending on Concentration: MIN 840 The Leader as Communicator and Vision-Caster <b>or</b> MIN 844 Formational Leadership in the Digital Age		4
PT 8114 Principles of Discipleship <b>and</b> PT 8115 Developing Leadership Strategies		3	Depending on Concentration: MIN 843 Strategic Initiatives and Partnerships <b>or</b> MIN 846 Ministry Leadership in an Interconnected World		4
PT 8106 Introduction and Theology of Biblical Counseling <b>and</b> PT 8109 Marriage and Family Counseling		3	MIN 811 Marriage and Family Issues		4
PT 8107 Biblical and	Counseling Methodology	3	MIN 812 Addiction Counseling and Care		4
PT 8108 Issues in TH 8101 Biblical	Biblical Counseling <b>and</b> Worldview for Ministry	3	MIN 813 Pastoral Care and Counseling in Grief, Loss and Crisis		4
PR 8105 Project N	R 8105 Project Methodology and Research 3		Will not transfer; not enough credits		4
DR 9001 Ministry Research Project (0 Credits)		3	Will not transfer; not enough credits		4
DR 9002 Ministry Research Project Defense (0 Credits)		3	Will not tran	nsfer; not enough credits	4

- 4. The Qualifying Student shall not pay, and LBC | Capital 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 FTS to complete the program pursuant to the student's enrollment contract with FTS; or LBC | Capital's otherwise applicable tuition and fees. For example, if the student paid tuition in full to FTS, the student may be charged only the cost of books and materials to complete the program. If partial tuition was paid to FTS, the student may be charged no more than the lesser of the balance due to FTS, or LBC | Capital'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 **LBC** | **Capital**, or through other sources.

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- 6. LBC | Capital must ensure that the Qualifying Student signs an enrollment agreement with LBC | Capital before enrolling. The enrollment agreement shall disclose the program for which the student will be enrolled in, the FTS 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. **LBC** | **Capital** shall enroll the Qualifying Student only in a program comparable to the one that the student was unable to complete at FTS, as stated under Paragraph 2. Enrollment in a non-comparable different program is not covered by the terms of this Agreement.
- 8. **LBC** | **Capital**] shall designate, and shall provide to MHEC, the contact information for a staff person at **LBC** | **Capital** 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), LBC | Capital 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. **LBC** | **Capital** shall enroll a Qualifying Student who is using Title 38 VA Education Benefits (GI Bill® Education Benefits) only in an approved program or educational institution.
- 11. Regarding GI Benefits, LBC | Capital understands that courses that were successfully completed by the Qualifying Student at FTS 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 LBC | Capital may be able to re-certify the course in accordance with applicable federal regulations.
- 12. LBC | Capital 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 LBC | Capital. LBC | Capital will not advise FTS students regarding whether the student is eligible for loan discharge.

#### C. Duties of Maryland Higher Education Commission

- 1. MHEC shall provide to **LBC** | **Capital** the contact information of MHEC staff members who are coordinating the transfer options for FTS 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 LBC | Capital.

#### D. <u>Termination</u>

- 1. MHEC or LBC | Capital 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.

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## E. <u>Amendment</u>

- 1. This Agreement constitutes the entire understanding of MHEC and LBC | Capital 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 LBC | Capital.

#### 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, LBC | Capital 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 LBC | Capital or any agent, employee, or subcontractor of LBC | Capital in the execution or performance of this Agreement.

#### J. <u>Representations and Warranties of the Parties</u>

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.

The next page of this document is the signature page

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#### LANCASTER BIBLE COLLEGE | CAPITAL SEMINARY & GRADUATE SCHOOL

By: Tricia Wilson Provost Lancaster Bible College | Capital Seminary & Graduate School

icia XS Wilson

Signature

July 7, 2020

Date

# MARYLAND HIGHER EDUCATION COMMISSION

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

Fielde

Signature 07/10/2020

Date

Approved for Legal Sufficiency:

ennifer Katz By:

Assistant Attorney General Maryland Higher Education Commission

Date: \_\_\_\_\_7/10/2020

The next page of this document is Attachment A which contains two sections totaling 18 points.

# **Attachment A** (LBC | Capital Admissions' Clarifications)

#### **General Notes:**

- 1. The rate associated with this agreement will remain in effect for as long as a student is continuously enrolled and actively taking classes at LBC | Capital.
- 2. Students accepted into LBC | Capital degree programs associated with this agreement must maintain continuous attendance for their entire course of study. Interruptions will break this agreement and result in an increased credit unit rate linked to when the student returns to their program of study.
- 3. Application fees will be waived for all students applying for admissions.
- 4. LBC | Capital cannot guarantee that every student who applies will be accepted and therefore reserves the right to refuse acceptance to students who cannot meet our minimum requirements for admission into any degree program associated with this agreement.
- 5. LBC | Capital will not accept Life Experience Credits as transfer credits.
- 6. Transfer credits relative to this agreement will only encompass those credits identified on the official transcript provided by the designated representative providing transcripts on behalf of MHEC.
- 7. Students not paying in cash must apply for financial aid each year of attendance and for the coming 20-21 academic year designate LBC | Capital as a recipient of their financial aid report.
- 8. The terms and conditions of this agreement will only apply to students seeking enrollment for a term or terms in the 20-21 academic year which begins August 17, 2020 for non-traditional undergraduate students and August 24, 2020 for seminary students.
- 9. The staff persons responsible for ensuring the successful transfer of qualifying FTS students to LBC | Capital by degree program are:
  - Bachelor of Arts in Biblical Studies degree (BABS) will be Steven Taylor who can be contacted by email at <u>STaylor@LBC.edu</u> or via phone at 301.552.1400, ext 5802.
  - b. Master of Divinity (MDiv) and Doctor of Ministry (DMin) degrees will be Wesley Parks who can be contacted via email at <u>WParks@LBC.edu</u> or via phone at 443.842.4087 and Steve Bowers who can be contacted via email at <u>SBowers@LBC.edu</u> or via phone at 717.537.1715.

#### **Specific Notes:**

- 1. Students will be required to take the following minimum number of credits per term to maintain the tuition rate afforded under this agreement:
  - a. Bachelor of Arts Biblical Studies: 6 credits/term
  - b. Master of Divinity: 6 credits/term
  - c. Doctor of Ministry: 8 credits/term

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- 2. LBC | Capital will only accept students into the approved degree programs related to this agreement if they need no less than the following minimum number of credits to complete their degree program:
  - a. Bachelor of Arts Biblical Studies: 30 credits with any less on a case-by-case basis.
  - b. Master of Divinity: 24 credits with any less on a case-by-case basis.
  - c. Doctor of Ministry: 8 credits with any less on a case-by-case basis.
- 3. International students will be accepted on a case-by-case basis and those who are accepted will be required to supply all the necessary requirements for any international student applying for admission at LBC | Capital.
- 4. All Master of Divinity (MDiv) students will be required to purchase Logos software as part of the materials for their degree program.
- 5. All Doctor of Ministry (DMin) students in the writing stage of their degree program will be responsible for paying the lesser of either the FTS or LBC | Capital continuing student fee and any other fees customarily applied to receipt of the degree (i.e. Project Defense and/or Project Supervision fees).
- 6. All transferring Doctor of Ministry (DMin) degree students must apply to the Lancaster location as their place of attendance.
- 7. LBC | Capital will not offer a chaplaincy concentration in the Master of Divinity (MDiv) program.
- 8. The application documents required by LBC | Capital from FTS students by degree program will be as follows:
  - a. Bachelor of Arts in Biblical Studies (BABS): Online Application, FTS Transcript, Interview, Signed Enrollment Agreement, Loan Discharge Acknowledgement, and FAFSA ISIR unless paying in cash.
  - b. Master of Divinity (MDiv): Online Application, FTS Transcript, Interview, Signed Enrollment Agreement, Loan Discharge Acknowledgement, and FAFSA ISIR unless paying in cash.
  - c. Doctor of Ministry (DMin): Online Application, FTS Transcript, Interview, Signed Enrollment Agreement, Writing Sample, and Loan Discharge Acknowledgement.