#### STATE ORCHESTRATED TRANSFER AGREEMENT Maranatha Baptist University and Seminary and MARYLAND HIGHER EDUCATION COMMISSION

In order to serve the students impacted by the closure of Faith Theological Seminary in Baltimore, Maryland ("FTS"), Maranatha Baptist University and Maranatha Baptist Seminary (MBU and MBS), located in Watertown, Wisconsin, has entered into this *State Orchestrated Transfer Agreement* ("Agreement") with the Maryland Higher Education Commission ("MHEC"). MBS is a graduate school within MBU.

#### 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 MBU and MBS

MBU and MBS 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 MBU and MBS is approved by MHEC to offer.
- 2. Comparable programs that MBU and MBS is willing to accept credit for include:

FTS Program of Study	MBU and MBS Comparable Program of Study				
DMin	DMin				
MDiv	MDiv				
BA in Religion	BS in Bible				

3. Comparable courses that MBU and MBS is willing to transfer credits for include:

FTS Course			MBS Comparable Course		
Course Number	Course Name	Credits	Course Number	Course Name	Credits
PT 8111	Foundations	Creatis	DLE806	Theo of Leadership	4
PT 8113	Christian Leadership		DLE800 DLE807	Org Leadership	4
PT 8115	Leadership Strategies		DLE808	Developing leaders	4
PT 8104	Exegesis		DPA802	Preaching OT	4
			Or		
			DPA803	Preaching Gospels	

DMin

DR	Ministry Project and	DMI820	Ministry Project	4
9001-2	Defense			
PR 8105	Project Methodology	DMI800	Research and Writing	0
	Other Courses		<b>Consideration Possible</b>	

#### **MDiv**

FTS Course			MBS Comparable Course			
Course			Course			
Number	Course Name	Crs	Number	Course Name	Crs	
NT 5101	Greek I	3	GNT 503	Greek Grammar 1	2	
NT 5206	Greek 2	3	GNT 504	Greek Grammar 2	2	
OT 5102	OT Introduction	3	GBS510	Intro to O and NT	3	
NT5207	NT Introduction	3	GBS510	Intro to O and NT	3	
OT 5103	Pentateuch	3	GOT528	Ex of Pentateuch	3	
ST5104	Prolegomena and	3	GST510	Prolegomena	1	
	Bibliology		GST 611	Systematic 1	2	
ST5209	Theology and Anthro.	3	GST613	Systematic 3	3	
ST7123	Apologetics	3	GST530	Apologetics and	3	
				Worldviews		
BT 5208	<b>Biblical Hermeneutics</b>	3	GST520	Hermeneutics	3	
OT6111	Hebrew 1	3	GOT511	Hebrew 1	3	
OT6216	Hebrew 2	3	GOT512	Hebrew 2	3	
OT6112	Historical Books	3	GOT539	Exp of Ezra, Nehemiah,	3	
				and Esther		
NT6218	Acts and Pauline Ep	3	GNT540	Acts	3	
			or	or		
			GNT642	Paul's Epistles	3	
NT6113	The Gospels	3	GNT529	Exp of the Gospels	3	
ST6114	Christology/Soteriology	3	GST612	Systematic 2	3	
ST6219	Ecclesiology/Eschatology	3	GST614	Systematic 4	3	
PT6137	Exp Teaching and	3	GPA522	Exp Preaching of the OT	2	
	Preaching I					
PT 6238	Exp Teaching and	3	GPA523	Exp Preaching of the NT	2	
	Preaching 2					
OT7121	OT Poets	3	GOT541	Exp of Psalms	3	
PT7228	Pastoral Theology	3	GPA511	Church Administration	2	
OT7139	Pre-exilic Prophets	3	GOT534	Major Prophets	3	
			or	or		
			GOT 535	Minor Prophets		
OT7240	Exilic to post-exilic	3	GOT534	Major Prophets	3	
	Prophets		Or	or		
			GOT535	Minor Prophets		
CH7124	Church History 1	3	GHI628	History of Christianity	3	
CH7229	Church History 2	3	GHI628	History of Christianity	3	

PT6217	Intro to Bib Counseling	3	GBC501	Theo and Prac of Pastoral	2
				Counseling	
NT7122	General Epistles and Rev	3	GNT 632	Exp of General Epistles	3
			Or	or	
			GNT556	Exp of Revelation	3
PT7227	Biblical Missions	3	GCC502	Theo issues in Missions	3
	Other Courses			Consideration Possible	

## BA in Religion – BS in Bible

	FTS Course		MBU Comparable Course			
Course			Course			
Number	<b>Course Name</b>	Cr.	Number	<b>Course Name</b>	Cr.	
EN 1101	Eng Comp	3	HUEN 121	Eng Comp I	3	
EN 1202	Research and Writing	3	HUEN 122	Eng Comp II	3	
EN 1208	Communication Skills	3	CASP 111	Fund – Public	2	
				Speaking		
MT 1101	Mathematics	3		Math Requirement –	3	
				Liberal Arts Core		
EN 1102	Computer Skills	3	BUMI 165	Computer Apps	3	
PT 1105	Biblical Discipleship	3	BIBC 230	Christian Life	3	
PH 1201	Intro to Philosophy	3	BIPH 330	Intro to Philosophy	3	
PH 2216	Ethics	3	BIPH 332	Ethics	2	
PT 1106	Intro to Bib Counsel	3	BICO 241	Intro to Bib Counsel	3	
PS 2201	Intro to Psych and	3	HUPS 131	Gen Psych or Intro to	3	
	Sociology		or	Sociology		
			HUSO 141			
ST 3121,	Theology 1-4	12	BIBI 315	Bibles Doctrines 1	12	
ST 3226,			BIBI 316	Bible Doctrines 2		
ST 4131				Additional 6 credits		
ST 4236				can be counted in		
				Minor or open		
				electives		
SC 2218	Scientific Models	3		Sci Requirement –	3	
				Liberal Arts Core	_	
EN 3105	Intro to Economics	3		Social Science	3	
				Requirement -		
				Liberal Arts Core	_	
EN 3105	World Literature	3		Literature	3	
				Requirement –		
				Liberal Arts Core		
MU 4239	Music in Worship	3		Music Requirement –	2	
				Liberal Arts Core		
PT 4205	History of Art	3		Humanities	3	
				Requirement –		
				Liberal Arts Core		

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BT 3124	Biblical Interpretation	3	BIPA 212	Biblical Interpretation	3
PT 3023	<b>Biblical Missions</b>	3	CHMI 102	Into to Missions	2
ST 4133	Intro to Apologetics	3	BIPH 411	Apologetics	3
ST 4238	World Religions	3	CHMI 330	World Religions	3
CH 2114	Apostles to Pre-Reform	3	BIBC 215	History of Christianity	3
CH 2219	Reform to Modern	3		Additional 3 credits	
				can be counted in open	
				electives or Bible	
				electives	
PT 3209	Marriage and family	3	BIPA 326	The Christian Home	2
	Counseling				
PT 3108	Methodology of Biblical	3	BICO 243	Counseling Problems	3
	Counseling			and Procedures	
NT 3123	The Gospels	3		Bible Electives – total	
				of 30 credits	
OT 3122	Pentateuch	3		Bible Electives – total	
				of 30 credits	
NT 3228	Acts and Pauline Ep.	3		Bible Electives – total	
				of 30 credits	
OT 3227	Historical Books	3		Bible Electives – total	
				of 30 credits	
OT 4132	Poetical Books	3		Bible Electives – total	
				of 30 credits	
NT 4134	General Ep. And	3		Bible Electives – total	
	Revelation			of 30 credits	
OT 4237	Prophetical Books	3		Bible Electives – total	
				of 30 credits	
	Other Courses	18		Open Electives	18

All programs and courses provided in this agreement are offered online. At the time of this agreement, MBU is a participating member of NC-SARA.

- 4. The tuition rate Qualifying Student shall pay is based on the following criteria: (1) Seminary programs at MBS are already priced significantly below those of FTS. MBS will not charge FTS transfer students more than its normal rates. (2) MBU's standard undergraduate rates are approximately \$97/credit higher than FTS' bachelors rates. MBU will provide a \$100/credit scholarship for all FTS transfer students making continuous progress through completion. MBU/MBS thereby guarantees that FTS transfer students will not be charged more than they would have paid to complete their program at FTS.
- 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 MBU and MBS, or through other sources.
- 6. MBU and MBS must ensure that the Qualifying Student signs an enrollment agreement with MBU or MBS before enrolling. The enrollment agreement shall disclose the program for

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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. MBU and MBS 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. MBU and MBS shall designate, and shall provide to MHEC the contact information for, a staff person at MBU and MBS 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), MBU and MBS 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. MBU and MBS 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, MBU and MBS 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 MBU and MBS may be able to re-certify the course in accordance with applicable federal regulations.
- 12. MBU and MBS 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 MBU and MBS. MBU and MBS 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 MBU and MBS 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 MBU and MBS.

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

1. MHEC or MBU and MBS may, at its sole discretion, terminate this Agreement upon delivering 30 days written notice to the other party.

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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. <u>Amendment</u>

- 1. This Agreement constitutes the entire understanding of MHEC and MBU and MBS 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 MBU and MBS.

#### 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, MBU and MBS 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 MBU and MBS or any agent, employee, or subcontractor of MBU and MBS 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.

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

Maranatha Baptist University and Maranatha Baptist Seminary

By: Dr. William Licht Vice President - Academics Maranatha Baptist University

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Signature

July 6, 2020

Date

# MARYLAND HIGHER EDUCATION COMMISSION

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

E. P.l.

Signature 07/10/2020

Date

Approved for Legal Sufficiency:

By: Jennifer Katz Assistant Attorney General

Assistant Attorney General Maryland Higher Education Commission

Date: 7/10/2020