**Undergraduate Program Teach-Out Agreement Between**
**Multnomah Campus of Jessup University (OR)**
**and George Fox University (OR)**
**January 10, 2025**

George Fox University ("George Fox") is an institution of higher learning accredited by the Northwest Commission on Colleges and Universities (NWCCU) and located at 414 N. Meridian St., Newberg, OR 97132. Multnomah Campus of Jessup University ("MCJU") is an institution of higher learning accredited by the Western Senior College and University Commission (WSCUC) and located at 8435 NE Glisan St., Portland, OR 97220. This agreement ("Agreement") ensures the equitable treatment of students and a reasonable opportunity for students to complete their programs of study in the event that MCJU ceases operations entirely and closes.

This Agreement will become effective only after WSCUC has expressed its approval of all terms of this Agreement.

The obligations pursuant to this Agreement for a teach-out shall terminate when all MCJU students accepted by George Fox pursuant to this Agreement have graduated from George Fox or have failed to be continuously enrolled in George Fox for **FIVE** years from the date of this Agreement, whichever comes first.

1. **Agreements Applicable to All Undergraduate Degree Programs.**

MCJU and George Fox agree that the following will be applicable for all Undergraduate Degree Programs described in this Agreement, as follows:

a. For the degrees listed in Section l.p.i., George Fox will offer only those courses of study for which it is already approved. Where possible, specific parameters for degrees and concentrations have been explained and agreed upon by both parties.

b. George Fox will waive admission application fees for students applying to George Fox through this Agreement.

c. Students enrolling under this Agreement will be required to meet George Fox's program length requirement for all Undergraduate Degree Programs.

d. Upon enrollment, students will be subject to all of George Fox's rules and policies to the same extent as other enrolled students of George Fox.

e. George Fox will accept only students under this agreement who are in good social and academic standing as of the date of MCJU's official closure.

f. Students transferring from MCJU to George Fox to complete their degrees should complete an application for admission via the George Fox Website instead of the Common App. This recommended app will not require an essay, test scores, or recommendation letters to be considered complete. Official transcripts from MCJU/Multnomah University (MU) will be required.

g. Students transferring from MCJU will be considered for George Fox's institutional merit scholarships (based on college GPA) and need-based grants, as well as all federal and state financial aid programs in accordance with normal financial aid

policies for transfer students. Students wishing to apply for need-based financial aid must request that a copy of their FAFSA be sent to George Fox. Additional financial aid grants specific to MCJU students may be added in accordance with current financial policies.

h. Class standing for MCJU transfer students will be based on total credits listed on the MCJU/Multnomah University (MU) transcript, including transfer totals OR senior standing automatically for students with prior bachelor's degrees.

j. Students in their junior or senior years transferring from MCJU to George Fox by the **Spring of 2026** enrollment will declare their majors at the time of pre-registration.

k. Any MCJU student who fails to apply, be accepted, and matriculate at George Fox by the **Spring of 2026** semester shall be excluded from this Agreement.

l. The tuition and fees for all undergraduate students at George Fox University during the 2024-2025 school year are $42,030. tuition rates that are effective during the academic year of transfer will apply. Transfer counselors at George Fox will work with MCJU students to apply appropriate transfer discounts.

m. In this very limited circumstance, George Fox will accept the prior AP, CLEP credits, IB and PLA credits that have already been accepted by MCJU. Students must bring in these credits pre-approved by MCJU. George Fox will not give credit for any of these independent of prior approval by MCJU. This exception applies ONLY to students transferring to George Fox from MCJU entering in the **2025-2026** academic years and does not apply to students from any other school.

n. In this very limited circumstance, George Fox will allow the completion of MCJU's CORE requirements to satisfy George Fox's Cornerstone Core General Education requirements.

o. To facilitate an on-time graduation of upper-classmen to the greatest extent possible George Fox will allow the following with each program:

**i. For the <u>following Undergraduate degree programs:</u>**

| JESSUP MAJOR | GEORGE FOX EQUIVALENT |
|---|---|
| Biology | Biology |
| Bible and Theology | Theology |
| Business Administration | Business Administration |
| Psychology | Psychology |

George Fox University will accept prior credits earned by students within these existing programs at MCJU and credits earned with Multnomah University (MU). MCJU/MU courses in these majors will count for the same or similar courses that are offered at George Fox University, and students can complete the same degree at George Fox.

**ii. <u>For the following Undergraduate degrees programs</u> note the exceptions as detailed below:**

Exercise Science - BS

George Fox University will accept prior credits earned by students within this existing program at MCJU/MU. MCJU/MU courses in these majors will count for the same courses that are offered at George Fox University, although students from this degree will need to continue coursework toward the George Fox B.S. in Kinesiology. Students may opt to complete a concentration in Exercise Science, but there is no degree that will be awarded in this field.

Leadership - BS

George Fox University will accept prior credits earned by students within these two programs at MCJU/MU. MCJU/MU courses in these majors will count for the same courses that are offered at George Fox University, although students from these degrees will need to continue coursework toward the George Fox B.A. in Theology. Students may opt to complete a minor in Youth Ministry or a concentration in Christian Ministries, but no specific degree is awarded in this field.

p. Any undergraduate degree program **NOT** listed in this agreement that is offered by MCJU is **NOT** available for teach out at George Fox University.

**2. Indemnification.**

a. MCJU. MCJU hereby indemnifies and agrees to hold George Fox, its affiliates, and their respective officers, managers, directors, employees, and agents, and their respective successors and assigns (collectively, the "George Fox Indemnified Parties"), harmless from, against and in respect of (and shall on demand reimburse the George Fox Indemnified Parties for) any and all demands, claims, actions or causes of action, losses, liabilities, damages, assessments, deficiencies, taxes, costs and expenses, including without limitation, interest, penalties and reasonable attorneys' fees and expenses, asserted against, imposed upon or paid, incurred or suffered by the George Fox Indemnified Parties, in respect of or in connection with:

i. a breach by MCJU of any of the covenants, representations, and warranties set forth in this Agreement, including the failure to obtain FERPA releases prior to transferring educational records;

ii. any claim by or related to a student who is currently enrolled in or previously admitted to the MCJU Program, to the extent the student's claim relates to the MCJU Program and not the George Fox Program;

iii. any claim by or related to an employee who was employed at MCJU, to the extent the employee's claim relates to employment with MCJU and not George Fox; and

iv. any liability of MCJU to a union or a pension trust.

b. George Fox. George Fox hereby indemnifies and agrees to defend and hold MCJU, its affiliates, and their respective officers, directors, managers, employees, and agents, and their respective successors and assigns (collectively, the "MCJU Indemnified Parties"), harmless from, against and in respect of (and shall on demand reimburse the MCJU Indemnified Parties for) any and all demands, claims, actions or causes of action, losses, liabilities, damages, assessments, deficiencies, taxes, costs and expenses, including without limitation, interest, penalties and reasonable attorneys' fees and expenses, asserted against, imposed upon or paid, incurred, or suffered by the MCJU Indemnified Parties, in respect of or in connection with:

i. A breach by George Fox of any of the covenants, representations, and warranties set forth in this Agreement, including the failure to admit students according to a streamlined application process as provided in this Agreement;

ii. Any claim by or related to a student who enrolls in the George Fox Program, to the extent the student's claim relates to the George Fox Program and not the MCJU Program;

iii. any claim by or related to an employee hired by George Fox, to the extent the employee's claim relates to employment with George Fox and not MCJU.

3. **Employment Matters.** George Fox shall have the right to provide applications for employment or offers of employment, which applications and offers may include proposed terms of employment by George Fox, to all employees of the MCJU Program at any time after the execution of this Agreement. George Fox shall make these offers at its sole discretion and shall not assume any liability associated with these employees' employment with MCJU.

   a. All offers of employment will be on terms and conditions consistent with George Fox's salary ranges and benefits, and George Fox makes no warranties that they will mirror compensation or benefits provided by MCJU.

   b. George Fox is not requesting and will not maintain a copy of any personnel records for employees of MCJU who are hired by George Fox.

4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous and contemporaneous agreements, written or oral. This Agreement may only be amended by an instrument in writing signed by both parties.

5. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the state of Oregon. Venue for any litigation or arbitration proceedings arising out of this Agreement shall be proper only in Yamhill County, Oregon. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts situated in Yamhill County, Oregon.

6. **Waivers.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

7. **Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses, sections, or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, sections, or subsections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

8. **Attorney Fees.** In the event of any litigation or arbitration proceedings arising out of this Agreement, the prevailing Party in any such proceeding shall be entitled to an award of their court costs, arbitration fees, actual and reasonable expenses, and reasonable attorneys' fees incurred in

connection therewith at all arbitration proceedings, trials, and appellate proceedings, in addition to any other or further relief to which such prevailing Party may be entitled.**Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Confirmation of execution by fax or email of a facsimile or electronic signature page is binding upon any Party to such confirmation.

9. **Headings.** The paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said paragraphs.

10. **Interpretation.** All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the Party causing this Agreement or any part thereof to be drafted.

11. **Confidentiality.** Each Party agrees not to disclose to any person, except the business, financial, and legal advisors of a Party, the terms, conditions, or other facts relating to this transaction without the prior written consent of the other Party in each instance.

12. **Time of the Essence.** Time is of the essence of this Agreement and of each provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

**Jessup University**

By:

Title: President

Date: 01/21/2025

**George Fox University**

By: Mary Peterson

Title: Provost

Date: 01/21/2025

# Undergraduate - Jessup University & GFU updated 1.2025

Final Audit Report 2025-01-21

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