

**Teach-Out Agreement Between
Multnomah Campus of Jessup University (OR) and
Corban University (OR)
January 10, 2025**

Corban University ("Corban") is an institution of higher learning accredited by the Northwest Commission on Colleges and Universities (NWCCU) and located at 5000 Deer Park Dr SE, Salem, OR 97317. 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 Corban pursuant to this Agreement have graduated from Corban or have failed to be continuously enrolled in Corban for four years from the date of this Agreement, whichever comes first.

Corban University will waive admission application fees for students applying through this teach out agreement.

1. Undergraduate Students

Section one of this Agreement will enable students enrolled at MCJU to complete their undergraduate studies at Corban University in the appropriate school (Education, Ministry Business, or Arts and Sciences). Specifically, Corban and MCJU agree to the following:

Students applying through this teach-out agreement will be eligible for the following:

- a. Corban will waive the "residency" requirement that the final 20 credits of a student's final 60 credits be completed in residence at Corban. This waiver will be for the transfer of MCJU students only and only for former MCJU students entering Corban in the spring semester of 2025 through spring of 2026. This is to facilitate an on-time graduation of upper-classmen to the greatest extent possible.
- b. In this very limited circumstance, Corban will accept transfer credits, prior learning credits, experiential learning credits, CLEP, and Dante credits that have already been accepted by MCJU to fulfill a similar requirement to the greatest extent possible. This exception applies ONLY to students transferring to Corban from MCJU entering in the spring semester of 2025 through spring of 2026 and does not apply to students from any other school.

- c. In this very limited circumstance, Corban will accept grades of Pass "P" or "D" and above in transfer to fulfill General Education or major, minor, or other requirements.
- d. In this very limited circumstance, Corban will accept any credits transcribed at a regionally accredited college or university, including professional/technical coursework. How the credits apply to any degree, Undergraduate General Education or any specific major will be determined by Corban University.
- e. Class standing for MCJU transfer students will be based on total credits transferred to Corban University including transcribed coursework on a MCJU/Multnomah University (MU) transcript and any concurrent or prior college credits earned.
- f. In this very limited circumstance, Corban will allow the completion of MCJU general education requirements to satisfy Corban's Undergraduate General Education requirements. Corban's Registrar (or their designee) will verify class standing and determine a student's completion of MCJU general education to realize the following associated benefits for students with MCJU general education requirements complete:
 - g. Students who have completed some but not all of MCJU's general education requirements will have general education courses evaluated for application to Corban's General Education on a course-by-course basis; however, students transferring in with at least Sophomore standing (30.0 or more semester credits earned) will have their Freshman Seminar (IDS IOI) waived.
 - a. Under the discretion of the Registrar (or their designee), MCJU students who have not completed general education requirements may still benefit from having Corban Undergraduate General Education requirements fulfilled by way of theoretical "reverse transfer" scenarios which will allow students to fulfill final MCJU general education requirements with Corban University coursework and receive the corresponding benefits based on class standing.
 - b. In this very limited circumstance, Corban may make additional case-by-case exceptions regarding waivers, substitutions, course equivalencies, or other policies that favor students' completion of overall degree requirements to facilitate on-time completion of an undergraduate degree while also upholding the academic integrity and rigor of our programs.
- h. Students in their junior or senior years transferring from MCJU to Corban will be permitted to declare their majors and have a faculty advisor assigned to them during their initial advising and registration meetings with a member of the Registrar's staff prior to the start of their first semester at Corban.
- i. Students transferring from MCJU to Corban to complete their degrees (entering spring semester of 2025 through spring of 2026) may complete an abbreviated application form ("Corban's Fast App") rather than completing the generally

required Common App. Students transferring from MCJU after the Spring of 2026 would be expected to complete the standard transfer application.

- j. Students transferring from MCJU will be considered for Corban's institutional merit scholarships (based on college GPA) and need-based grants, as well as all federal and state financial aid programs. Students wishing to apply for need-based financial aid must request that a copy of their FAFSA be sent to Corban. Financial aid for students who enroll part-time (minimum six semester hours per semester) will be pro-rated, based on the number of registered semester hours. Part-time enrollment must be approved by the Associate Vice President of Enrollment Management (or the appropriate designee), who will work with the Financial Aid Office so that any offer of financial aid accurately reflects the student's enrollment status.
- k. Any MCJU student who fails to apply, be accepted and matriculate at Corban after the start of the Spring of 2026 semester shall be excluded from this Agreement.
- l. For students enrolled in programs that award honors at graduation (Summa cum laude, Magna cum laude, and Cum laude) from Corban, MCJU students will have their Honors GPA computed on the basis of all Corban grades and at least their final 30 credits, whether those credits were taken at MCJU or at Corban. Honors are not awarded in graduate programs.
- m. Students transferring to Corban from MCJU under our teach-out agreement who have 30 credits or less of coursework at Corban to complete their degrees will have their GPA calculated using both their Corban University credits and their MCJU/ Multnomah University (MU) credits.
- n. In this limited circumstance, high school students admitted to MCJU for 2025-2026 will be accepted as having met the admissions criteria of Corban University. However, they must also meet Corban's faith admissions requirement.
- o. MCJU undergraduate students transferring in as second-year students but with fewer than 30 semester credits earned will have Corban's Freshman Seminar (IDS 10 1) waived.

2. Agreements Applicable to All Degree Programs.

- a. For Section 1, Corban will offer only those courses of study for which it is already approved.

Jessup University Programs:

Bible and Theology, BS

Biology, BS

Business Administration, BS

Exercise Science, BS

Psychology, BS

Corban University Equivalent:

Bible and Theology, BA

Biology, BS

Business Administration, BA

Kinesiology, BS

Psychology, BA

- b. Corban will waive admission application fees for students applying through this Agreement.
- c. Students enrolling under this Agreement will be required to meet Corban's program length requirement. Upon enrollment, students will be subject to all of Corban's rules and policies to the same extent as other enrolled students of Corban.
- d. Corban will accept only students who are in good social and academic standing as of the time of admission. All students accepted must be able to demonstrate a testimony of faith in Jesus Christ to the satisfaction of the Admissions Office at Corban University

4. Indemnification.

- a. MCJU. MCJU hereby indemnifies and agrees to hold Corban, its affiliates, and their respective officers, managers, directors, employees, and agents, and their respective successors and assigns (collectively, the "Corban Indemnified Parties"), harmless from, against and in respect of (and shall on demand reimburse the Corban 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 Corban 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 Corban 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 Corban; and any liability of MCJU to a union or a pension trust.
- b. Corban. Corban 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 Corban 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 Corban Program, to the extent the student's claim relates to the Corban Program and not the MCJU Program;
- iii. any claim by or related to an employee hired by Corban, to the extent the employee's claim relates to employment with Corban and not MCJU .

5. **Employment Matters.** Corban shall have the right to provide applications for employment or offers of employment, which applications and offers may include proposed terms of employment by Corban, to all employees of the MCJU Program at any time after the execution of this Agreement. Corban 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 Corban's salary ranges and benefits, and Corban makes no warranties that they will mirror compensation or benefits provided by MCJU.
- b. Corban is not requesting and will not maintain a copy of any personnel records for employees of MCJU who are hired by Corban.

6. **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.

7. **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 Multnomah County, Oregon. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts situated in Multnomah County, Oregon.

8. **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.

9. **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.

10. **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.
11. **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.
12. **Headlines.** 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.
13. **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.
14. **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.
15. **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: 01/11/2025

Corban University

By: 
John Mark Yeats (Jan 11, 2025 10:15 PST)

Title: President

Date: 01/11/2025










Teach Out Agreement_Jessup University & Corban updated 1.2025

Final Audit Report

2025-01-11

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