

**Graduate Programs Teach-Out Agreement Between Multnomah
Campus of Jessup University (OR)
and George Fox University (OR)
January 16, 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 Specific Graduate Programs.

MCJU and George Fox agree that the following will be applicable for Graduate degree programs described in this Agreement as follows.

- a. 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. Official transcripts from MCJU/Multnomah University (MU) will be required.
- b. George Fox will waive admission application and enrollment 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 Graduate 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 applications only from students under this agreement who are in good social and academic standing as of the date of MCJU's Master of Arts in Counseling program official closure.
- f. George Fox will accept MCJU applicants into a GSC degree program only if the applicant meets all GSC admissions criteria.
- g. MCJU applicants accepted into the GSC will be permitted to transfer in all MCJU counseling program courses in which a final grade of "B" or higher was earned, and the course was taught during the time period in which the program was CACREP accredited. CACREP competencies not met by specific courses qualifying for transfer will require the student to complete additional coursework to meet identified missing

content.

- h. Students transferring from MCJU will be considered for George Fox's institutional merit scholarships 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.
- i. Any MCJU student who fails to apply, be accepted, and matriculate at George Fox by the **Summer of 2026** semester shall be excluded from this Agreement.
- j. The tuition and fees for Graduate Degrees students at George Fox University during the 2024-2025 school year are:

- a. Master of Arts in Counseling: \$802/Credit

Tuition rates **will change** on an annual basis. Transfer counselors at George Fox will work with MCJU students to apply appropriate discounts where applicable.

- i. For Graduate Students, the following provisions would be in place for effective transfer between George Fox and MCJU:

- 1. **Master of Arts in Counseling degree** - George Fox University's Counseling Program is accredited by the Council for Accreditation of Counseling and Related Educational Programs (CACREP).

Since MCJU has CACREP accreditation as of January 13, 2024, MCJU students would qualify for a CACREP-accredited degree (graduates of the program are considered CACREP graduates beginning July 13, 2022). George Fox recognizes that CACREP has the authority to rescind accreditation if it determines that a program has been significantly out of compliance. If, at any time in the future, CACREP determines that MCJU was out of compliance from January 13, 2024 or later, MCJU courses taken during that time would not qualify for transfer into George Fox's Graduate School of Counseling.

Eligibility for a CACREP degree needs to be determined prior to admission. Students who are not eligible for a CACREP degree based on the receiving institution's determination should be redirected elsewhere.

In either instance, it will be made clear to all MCJU students that they should hold onto all Multnomah University and Jessup University course syllabi so that they can properly work with licensure requirements.

- j. Any graduate 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:

- a. 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;
- b. 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;
- c. 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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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: 01/16/2025

George Fox University

By: *Mary Peterson*

Title: Provost, George Fox University

Date: 01/16/2025

Graduate - Jessup University & GFU updated 2025.docx

Final Audit Report

2025-01-17

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