

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

Western Seminary (“Western Seminary”) is an institution of higher learning accredited by the Northwest Commission on Colleges and Universities (NWCCU) and located in Oregon at 5511 SE Hawthorne Blvd., Portland, OR 97215. 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 Western Seminary pursuant to this Agreement have graduated from Western Seminary or have failed to be continuously enrolled in Western Seminary for four years from the date of this Agreement, whichever comes first.

1. All Graduate Degree Programs.

MCJU and Western Seminary agree that the following will be applicable for all graduate and seminary degree programs described in this Agreement in section 2, as follows:

- a. Students transferring from MCJU to Western Seminary to complete their graduate or seminary degrees will complete the appropriate graduate or seminary program application.
- b. Students transferring from MCJU will be considered for Western Seminary’s institutional merit and need-based scholarships, as well as all federal financial aid programs. Students wishing to apply for federal financial aid must request that a copy of their FAFSA be sent to Western Seminary.
- c. Any MCJU student who fails to apply, be accepted, and matriculate at Western Seminary by the Summer 2026 semester shall be excluded from this Agreement.
- d. In accordance with the Association of Theological Schools (“ATS”) accreditation standards, Western will accept up to the maximum of 2/3 of a degree through transfer. In certain instances, the ATS Board of Commissioners permits exceptions to allow a greater percentage of transfer credits. Western staff will work with select students who may be close to graduating to petition ATS in these instances.
- e. The tuition and fees for all graduate and seminary students during the 2024-2025 school year are detailed in the following schedule:

| Program | Tuition Rate |
|---|---------------------|
| Master of Counseling (Portland Campus) credit | \$707 per hour |
| Educational Resource Fee | \$220 per term |

2. Graduate Degree - Counseling.

Section two of this Agreement will allow MCJU graduate Counseling students applying through this teach-out agreement to be eligible for the following:

- a. In this very limited circumstance, Western Seminary will make an equivalent program available to transfer students, either through:
 - a. offering a program with identical requirements to that of MCJU's Master of Arts in Counseling degree
 - b. or transferring students into Western's existing Master of Arts in Counseling program.
- b. In this very limited circumstance in accordance with CACREP accreditation standards, Western Seminary will transfer all courses completed at B or higher that apply towards the program options listed in Section 2.a.a and 2.a.b. This policy will be for the transfer of MCJU students only and only for former MCJU students entering Western Seminary in the following semesters: summer of 2025, fall of 2025, spring of 2026, and summer of 2026. This is to facilitate an on-time graduation to the greatest extent possible.
- c. In this very limited circumstance and in accordance with CACREP accreditation standards, Western Seminary will accept the advanced standing credits that have already been accepted by MCJU. Students must bring in these credits pre-approved by MCJU. This exception applies ONLY to students transferring to Western Seminary from MCJU entering in the summer 2025 through summer 2026 academic terms and does not apply to students from any other school.
- d. In this very limited circumstance, Western Seminary will accept appropriate credits to the Counseling degree program on transcripts from a regionally accredited college or university. This exception applies only to MCJU students transferring directly into Western Seminary in the summer of 2025 through the summer of 2026. Transcripts sent directly from MCJU/Multnomah University (MU) will be considered official.
- e. In this very limited circumstance and in compliance with CACREP accreditation standards, the transfer of skills training courses will be excluded from the agreement and will need to be taken at Western. This clause only applies to students under Section 2.a.b who are transferring into Western's existing Master of Arts in Counseling program.

- f. In this very limited circumstance and in compliance with CACREP accreditation standards, Western will accept as many transfer students as possible, while maintaining their necessary 12:1 student-faculty ratio.

3. Agreements Applicable to All Degree Programs.

- a. For Section 2 above, Western Seminary will offer only those courses of study for which it is approved.
- b. Western Seminary will waive admission application fees for students applying through this Agreement.
- c. Students enrolling under this Agreement will be required to meet Western Seminary's program length requirement.
- d. Upon enrollment, students will be subject to all Western Seminary's rules and policies to the same extent as other enrolled students of Western Seminary.
- e. Western Seminary will accept only students who are in good social and academic standing as of the date of MCJU's closure.

4. Indemnification.

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

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

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

c. Western Seminary is not requesting and will not maintain a copy of any personnel records for employees of MCJU who are hired by Western Seminary.

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. **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.
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.

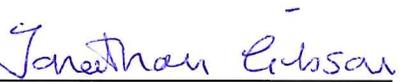
Jessup University

By: 

Title: President

Date: 01/16/2025

Western Seminary

By: 

Title: VP Finance + Business, CFO

Date: 1/16/2025

1.16.25 MultnomahJessup & Western Teach Out Agreement

Final Audit Report

2025-01-17

| | |
|-----------------|--|
| Created: | 2025-01-17 |
| By: | Allie Pickering (abpickering@jessup.edu) |
| Status: | Signed |
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