

**Teach-Out Agreement Between
Multnomah Campus of Jessup University (OR) and
Warner Pacific University (OR)
February 5, 2025**

Warner Pacific University ("Warner Pacific") is an institution of higher learning accredited by the Northwest Commission on Colleges and Universities (NWCCU) and located at 2219 SE 68th Avenue, Portland, OR 97215. Multnomah Campus of Jessup University ("MCJU") is an approved location by the WASC 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 in-person undergraduate operations entirely.

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 Warner Pacific pursuant to this Agreement have graduated from Warner Pacific or have failed to be continuously enrolled in Warner Pacific for four years from the date of this Agreement, whichever comes first.

Warner Pacific 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 Warner Pacific University in the appropriate school (Education, Ministry Business, or Arts and Sciences). Specifically, Warner Pacific and MCJU agree to the following:

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

- a. Warner Pacific will waive the "residency" requirement that at least 30 credits out of the final 40 credits and at least 15 upper-division credits for the major be completed in residence at Warner Pacific. This waiver will be for the transfer of MCJU students only and only for former MCJU students entering Warner Pacific in the fall 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, Warner Pacific 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 Warner Pacific from MCJU entering in the fall semester of 2025 through spring of 2026 and does not apply to students from any other school.

- c. In this very limited circumstance, Warner Pacific 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, Warner Pacific 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 Warner Pacific University.
- e. Class standing for MCJU transfer students will be based on total credits transferred to Warner Pacific 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, Warner Pacific will allow the completion of MCJU general education requirements to satisfy Warner Pacific's Undergraduate General Education requirements. Warner Pacific'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 Warner Pacific'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 Warner Pacific Undergraduate General Education requirements fulfilled by way of theoretical "reverse transfer" scenarios which will allow students to fulfill final MCJU general education requirements with Warner Pacific University coursework and receive the corresponding benefits based on class standing.
 - b. In this very limited circumstance, Warner Pacific 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 Warner Pacific 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 Warner Pacific.
- i. Students transferring from MCJU to Warner Pacific to complete their degrees (entering fall semester of 2025 through spring of 2026) may complete an

abbreviated application form approved by Warner Pacific University rather than completing the standard application. 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 Warner Pacific'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 Warner Pacific. Financial aid for students who enroll part-time (minimum six semester hours per semester) will be prorated, 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 Warner Pacific 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 Warner Pacific, MCJU students will have their Honors GPA computed on the basis of their cumulative undergraduate GPA including both transfer and Warner Pacific coursework. Honors are not awarded in graduate programs.
- m. Students transferring to Warner Pacific from MCJU under our teach-out agreement who have 30 credits or less of coursework at Warner Pacific to complete their degrees will have their GPA calculated using all degree-applicable coursework, including both transfer and Warner Pacific coursework.
- n. In this limited circumstance, high school students admitted to MCJU for 2025-2026 will be accepted as having met the admissions criteria of Warner Pacific University. However, they must also meet Warner Pacific's faith admissions requirement.
- o. MCJU undergraduate students transferring in as second-year students but with fewer than 30 semester credits earned will have Warner Pacific's First Year Learning Community courses waived.

2. Agreements Applicable to All Degree Programs.

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

Jessup University Programs:

Biology, BS

Business Administration, BS

Exercise Science, BS

Psychology, BS

Warner Pacific University Equivalent:

Biological Science, BS

Business Administration, BS

Kinesiology, BS

Psychology, BS

- b. Warner Pacific will waive admission application fees for students applying through this Agreement.
- c. Students enrolling under this Agreement will be required to meet Warner Pacific's program length requirement. Upon enrollment, students will be subject to all of Warner Pacific's rules and policies to the same extent as other enrolled students of Warner Pacific.
- d. Warner Pacific 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 Warner Pacific University

4. Indemnification.

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

5. **Employment Matters.** Warner Pacific shall have the right to provide applications for employment or offers of employment, which applications and offers may include proposed terms of employment by Warner Pacific, to all employees of the MCJU Program at any time after the execution of this Agreement. Warner Pacific 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 Warner Pacific's salary ranges and benefits, and Warner Pacific makes no warranties that they will mirror compensation or benefits provided by MCJU.
 - b. Warner Pacific is not requesting and will not maintain a copy of any personnel records for employees of MCJU who are hired by Warner Pacific.
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: 02/05/2025

Warner Pacific University

By: 
Brian Johnson (Feb 5, 2025 15:49 PST)

Title: President

Date: 02/05/2025

Teach Out Agreement Jessup University & Warner Pacific University 2025 - Updated

Final Audit Report

2025-02-05

Created:	2025-02-05
By:	Allie Pickering (abpickering@jessup.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGaGqxDDQeIVWGBFfQxGgguz7hFuWtaK

"Teach Out Agreement Jessup University & Warner Pacific University 2025 - Updated" History

-  Document created by Allie Pickering (abpickering@jessup.edu)
2025-02-05 - 11:46:54 PM GMT- IP address: 66.60.152.50
-  Document emailed to bljohnson@warnerpacific.edu for signature
2025-02-05 - 11:48:32 PM GMT
-  Email viewed by bljohnson@warnerpacific.edu
2025-02-05 - 11:49:04 PM GMT- IP address: 18.144.38.62
-  Signer bljohnson@warnerpacific.edu entered name at signing as Brian Johnson
2025-02-05 - 11:49:38 PM GMT- IP address: 24.21.90.73
-  Document e-signed by Brian Johnson (bljohnson@warnerpacific.edu)
Signature Date: 2025-02-05 - 11:49:40 PM GMT - Time Source: server- IP address: 24.21.90.73
-  Document emailed to John Jackson (jjackson@jessup.edu) for signature
2025-02-05 - 11:49:41 PM GMT
-  Email viewed by John Jackson (jjackson@jessup.edu)
2025-02-05 - 11:50:07 PM GMT- IP address: 74.125.209.33
-  Document e-signed by John Jackson (jjackson@jessup.edu)
Signature Date: 2025-02-05 - 11:50:30 PM GMT - Time Source: server- IP address: 64.58.151.163
-  Agreement completed.
2025-02-05 - 11:50:30 PM GMT