Saybrook
UNIVERSITY

Teach-Out Agreement
Between
Saybrook University
and
Argosy University
March 11, 2019

This Teach-Out Agreement ("Agreement") is made and entered into on March 11, 2019, by and between **Saybrook University** ("School") and **Argosy University** ("Institution") whereby eligible Institution students shall be permitted to conclude a Teach-Out agreement with School pursuant to the terms and conditions outlined below.

- The Agreement will become effective upon WASC Senior College and University Commission approval and state agencies where required.

- The obligations pursuant to this Agreement for a teach-out shall terminate when all Institution students accepted by School have graduated from School, have failed to be continuously enrolled at School, or three years from the date of this Agreement, whichever comes first. Extensions may be granted on a case by case basis and decisions to extend are at the sole discretion of the School.

- School will waive admission application fees for students enrolled through this Agreement.

- Students enrolling under this Agreement will be required to meet the School's satisfactory academic progress requirements as published in the academic catalog.

I. **THE TEACH-OUT AGREEMENT**

  A. **Purpose.** The purpose of this Agreement is to establish the opportunity, procedures and guidelines for Eligible Institution Students, to teach-out the degree program listed below:

Teach-Out Program	School Location Options
Master of Business Administration	Online
Doctor of Business Administration	Online
MA in Sport-Exercise Psychology	Online

B. **Eligibility.** Students of institution are eligible under the terms and conditions of this agreement ("Eligible Institution Students").

1. They meet the qualifying criteria outlined in Section I.C.

2. They are identified as maintaining an active enrollment status under Institution's current academic catalog requirements.

3. In the case of former institution students and institution students who are on a leave of absence, they are approved for eligibility based on an individual review by the School's academic program admissions committee, where the committee's decision is final and not appealable.

C. **Qualifying Criteria.** To qualify for teach-out, Eligible Institution Students must provide a transcript or other acceptable form of evidence from the Institution of enrollment and good academic standing through the Spring 2019 term in one of the Institution programs listed in Section I.A. Eligible Institution Students who are not in good academic standing or who cannot provide proof they were in good academic standing under Institution's academic policies will be reviewed for admission by the School's academic program admissions committee. The committee's decision is final and not appealable.

D. **Admission.** School has pre-approved admission of Eligible Institution Students from Institution programs listed in Section I.A.

E. **Enrollment.** Eligible Institution Students admitted to and enrolled with School ("Institution Transfer Students") shall be subject to all School policies, procedures, codes of conduct, and requirements as provided for in the School Student Handbook and Academic Catalog currently in effect ("School Handbook and Catalog").

F. **Term and Termination.** This Agreement shall commence on the Effective Date and Eligible Students are able to enroll within a period of three (3) Academic Semesters (Summer of 2019, Fall of 2019, and Spring of 2020). The agreement shall be in effect for three (3) years from the Effective Date. Extensions may be granted on a student-by-student basis. Decisions to extend time are at the sole discretion of the School. Either party may terminate this Agreement at any time for any reason without penalty or further obligation by giving the other party ninety (90) days prior written notice; however, both parties understand and agree that then existing Institution Transfer Students enrolled pursuant to the Agreement shall be permitted to continue and

complete in their programs under the terms of the Agreement. Notwithstanding the foregoing, either party may immediately terminate the Agreement in the event that participation under the Agreement may give rise to a violation of any requirement of local, state, or federal law or regulation, or the requirements of any accrediting agency having jurisdiction. Regardless of termination of the Agreement, former and current Institution students may apply for admission, subject to the terms of the then effective School Handbook and Catalog.

G. **Transfer Credit.** School will accept all earned credits based on the Institution's degree completion audit or official transcript. If a degree audit or official transcript is not available, School will conduct an audit based on an unofficial transcript or other documentation provided by the Eligible Institution Student. Determination of requirement fulfillment in the latter case is at the sole discretion of the School and not appealable. School will suspend residency requirements (i.e. requirement to take a minimum number of credits from School) for Institution students transferring under this Agreement.

H. **Financial Arrangements.** Tuition charged to Institution Teach-Out Students by School for the 2019-2020 Academic Year shall be at the rate per credit hour provided in the table below for the applicable program. Tuition shall be subject to annual increases as determined by the School each year for all School programs. In each case the rate was chosen because it was the lower of the two rates published by School and Institution for the applicable program. All Institution Transfer Students will pay the fees as published in the most current School Handbook and Catalog. This pay structure will be adhered to for three (3) years for undergraduate programs, two (2) years for Masters programs, and three (3) years for doctoral programs. After these timeframes, the tuition structure will be re-assessed and a determination will be made if it will continue forward for remaining students.

School Program	Online Tuition per Credit
Master of Business Administration	$775
Doctor of Business Administration	$894
MA in Sport-Exercise Psychology	$775

I. **Coordination.**

   1. School and Institution agree to:

a) Coordinate their efforts to facilitate a collegial and mutually beneficial relationship;

b) Provide accurate and timely information about the Agreement to prospective School students, and

c) Designate primary contact persons for the respective parties to facilitate coordination of this Agreement.

2. School agrees to:

   a) Provide Institution relevant transfer information and current School brochures, catalogs, or other information and materials related to the Agreement as needed;

   b) After obtaining any necessary student consents, communicate with Institution students, via e-mail, postal mail, telephone, and other means to offer them the opportunity of enrolling in one of the programs at School listed in section I.A.

3. Institution agrees to:

   a) Work with School to promote this Agreement to eligible students through on-site events and distribution of School marketing materials, by communicating the benefits of this Agreement to Institution students, and where necessary assisting School in obtaining consents from eligible students to receive communications from School;

   b) Make a summary available to Institution students, staff, and faculty about the Agreement to which School and Institution shall mutually agree as to the content of the summary and the time and manner of distribution;

   c) Cooperate with School to establish data transfer of curriculum (provide a transfer of ownership for the release of the D2L Brightspace course content) and of student records, when applicable, and with student permission in accordance with all applicable laws and regulations; and

   d) Cooperate with School to provide a means of contacting Institution employees who may be needed on a part-time, full-

time, or contract basis to help support the additional enrolled students once they become students of the TCS Affiliate.

II. GENERAL PROVISIONS

A. **Statement of Non-Discrimination.** Each institution warrants that it shall not discriminate against any program applicant or participant on the basis of any protected basis, including without limitation, the basis of sex, race, color, national origin, religion, gender, sexual orientation, age, handicap, disability, age or veteran's status.

B. **FERPA.** Both parties will comply with the Family Educational Rights and Privacy Act (FERPA) and all associated regulations, taking the necessary steps to ensure that confidential personal information is not disclosed or distributed without appropriate consent from the students.

C. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by all the parties.

D. **Assignment.** Neither this Agreement nor any of the Parties' rights hereunder shall be assignable by any Party without the prior written consent of the other Party.

E. **No Agency Relationship.** In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as the agent or principal of the other with regard to dealings with third parties, including students. Neither party shall have the authority to make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

F. **Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

   IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the terms and conditions outlined herein as of the date set forth below.

Saybrook University   **Argosy University**

Saybrook
UNIVERSITY

_____
SIGNATURE

Nathan A. Long
PRINTED NAME

President
TITLE

March 10, 2019
DATE

_____
SIGNATURE

as recer US District Court

MARK E. Dottore
PRINTED NAME

As Receiver US District Court

Receiver US District Court
TITLE

3/12/19
DATE