

**TEACH-OUT AGREEMENT BETWEEN
THE MASTER'S UNIVERSITY AND SEMINARY
AND
PROVIDENCE CHRISTIAN COLLEGE**

This Teach-Out Agreement ("Agreement") is entered into as of February 13, 2026 (the "Effective Date"), by and between:

The Master's University and Seminary, a California nonprofit religious corporation, with its principal place of business at 21726 Placerita Canyon Road, Santa Clarita, California 91321 ("TMUS"); and

Providence Christian College, a California nonprofit religious corporation, with its principal place of business at 464 East Walnut Street, Pasadena, California 91101 ("Providence").

TMUS and Providence may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Providence is developing plans to ensure that its currently enrolled students are provided appropriate and reasonable opportunities to complete their education in the event Providence voluntarily ceases operations or its degree-granting authority or eligibility to disburse financial aid is limited, suspended, or withdrawn by the WASC Senior College and University Commission ("WSCUC"), or the United States Department of Education;

WHEREAS, applicable accreditation and regulatory standards permit an institution that is closing or losing degree-granting authority to enter into a teach-out agreement with another accredited institution that can provide reasonable educational pathways for affected students;

WHEREAS, TMUS is accredited by WSCUC, operates as a Christ-centered institution of higher education, and has the academic resources, faculty, and student support services necessary to educate Providence students in substantially similar programs;

WHEREAS, Providence has determined that entering into this Agreement with TMUS is in the best interests of Providence students who may elect to participate in a teach-out;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. TEACH-OUT PROGRAMS

1.1 **Designation of Teach-Out Partner.** Subject to all applicable regulatory and accreditation approvals, TMUS shall serve as a teach-out partner for those Providence academic programs that the Parties mutually determine align with existing TMUS academic offerings and for which TMUS receives any required approvals (collectively, the "Teach-Out Programs").

1.2 **Program Comparability.** The Parties acknowledge that the Teach-Out Programs offered by TMUS are reasonably comparable in academic content, structure, learning outcomes, and scheduling to the corresponding Providence programs. TMUS affirms that it has the institutional capacity to deliver programs of acceptable academic quality consistent with applicable accreditation standards.

2. TRANSFER OF STUDENTS

2.1 **Transfer Students.** Providence students who elect to apply for admission to TMUS pursuant to this Agreement and who are admitted shall be referred to as "Transfer Students."

2.2 **Cooperation.** As practicable, the Parties shall cooperate to facilitate an orderly and efficient transition of Transfer Students from Providence to TMUS.

3. OBLIGATIONS OF THE MASTER'S UNIVERSITY AND SEMINARY

TMUS agrees as follows:

3.1 **Admission Eligibility.** Transfer Students who are in good academic standing at Providence and who affirm a personal profession of faith in Jesus Christ, consistent with TMUS's religious mission and admissions standards, shall be eligible to apply for admission to a comparable TMUS program. Admission remains subject to TMUS's standard academic and institutional requirements.

3.2 **Admissions Process.** Transfer Students shall be processed in accordance with TMUS policies and applicable California law governing transfer admissions. TMUS shall waive its standard application fee for students applying pursuant to this Agreement.

3.3 **Student Treatment.** Upon matriculation, Transfer Students shall receive the same care, consideration, and access to academic and student support services as other TMUS students.

3.4 **Equitable Support.** TMUS shall provide reasonable academic advising, administrative assistance, and student support services to facilitate Transfer Students' transition and continued enrollment.

3.5 **Limitations of Responsibility.** TMUS assumes no responsibility for Providence's operations, liabilities, debts, financial aid obligations incurred prior to transfer, asset

disposition, or compliance with closure-related legal requirements, except as expressly stated in this Agreement.

3.6 No Cost to Providence. TMUS shall perform its obligations under this Agreement at no cost to Providence.

3.7 Tuition Protection. For the first academic year in which students enroll at TMUS under this Agreement (the "Initial Year"), TMUS shall offer tuition rates not exceeding the net tuition paid by such students to Providence for the same academic year. Scholarship awards exceeding seventy-five percent (75%) of tuition shall be reviewed on a case-by-case basis.

3.8 Financial Aid. Transfer Students may apply for institutional scholarships and need-based aid offered by TMUS, with the goal of reasonably approximating the net aid received at Providence during the 2025–2026 academic year. Transfer Students must submit a FAFSA naming TMUS to be considered for federal and state aid.

3.9 Transfer Credit. TMUS shall accept all earned Providence credits applicable to a student's program of study, subject to the academic qualifications and limitations identified in Appendix A.

4. OBLIGATIONS OF PROVIDENCE CHRISTIAN COLLEGE

Providence agrees to:

4.1 Provide TMUS with a list of prospective Transfer Students as soon as practicable.

4.2 Transmit student educational records and related documentation necessary for TMUS to evaluate admissions, transfer credit, and financial aid eligibility, subject to applicable privacy laws.

4.3 Facilitate informational opportunities for Providence students regarding transfer options at TMUS.

4.4 Provide students with guidance regarding their current financial aid status.

4.5 Use reasonable efforts to coordinate the transfer of third-party grants, if applicable, and inform students when transfer is not possible.

4.6 Provide official transcripts and complete academic and financial records for students who elect to transfer, in compliance with state and federal law.

4.7 Retain or arrange for the lawful maintenance of student records for students who do not transfer to TMUS.

4.8 Provide all records in digitized, searchable format organized by academic term.

5. TEACH-OUT ADMINISTRATION, STUDENT PROTECTIONS, AND ACADEMIC CONTINUITY

5.1 Teach-Out Coordination and Oversight. Each Party shall designate a primary institutional liaison responsible for coordinating implementation of this Agreement, responding to student inquiries, and communicating with accrediting and regulatory

bodies as necessary. The Parties shall cooperate in good faith to ensure timely, accurate, and consistent communications to affected students.

5.2 Student Notification and Consent. Providence shall provide clear written notice to its students regarding the availability, terms, and voluntary nature of the teach-out option under this Agreement, including material differences in institutional mission, academic programs, degree titles, tuition, and financial aid. Providence shall obtain all required student authorizations and consents prior to the transfer of any education records, consistent with FERPA and other applicable privacy laws.

5.3 Catalog and Degree Requirement Applicability. Transfer Students admitted pursuant to this Agreement shall be governed by the TMUS academic catalog in effect at the time of their matriculation.

5.4 Academic Progress and Time-to-Degree. TMUS shall use reasonable efforts to ensure that Transfer Students are able to complete their programs within a reasonable time frame. Such efforts may include prioritized academic advising, reasonable course substitutions, independent study options, or other academic accommodations consistent with TMUS policies and accreditation standards.

6. PROGRAMS OF STUDY

The Providence programs covered by this Agreement and their corresponding TMUS equivalents are set forth below. TMUS shall develop advising guides to communicate degree pathways and course equivalencies.

Providence CC Program	TMU Program Equivalent - BA in Liberal Studies*
BA in Liberal Studies, BTS Concentration	BA in Liberal Studies/General Emphasis (option of Biblical Studies Minor)
BA in Liberal Studies, BL Concentration	BA in Liberal Studies/General Emphasis (option of Biblical Studies Minor)
BA in Liberal Studies, BEE Concentration	BA in Liberal Studies/General Emphasis (option of Business Minor)
BA in Liberal Studies, CMA Concentration	BA in Liberal Studies/General Emphasis (option of English or Communication Minor, depending on interest)
BA in Liberal Studies, EDU Concentration	BA in Liberal Studies/Elementary Education Emphasis OR BA in Liberal Studies/General Emphasis (option of Education Minor) OR possibly Education emphasis track in other degree (e.g. BA in English/Education Emphasis) depending on interest
BA in Liberal Studies, HLS Concentration	BA in Liberal Studies/General Emphasis (option of Biology minor OR Kinesiology minor OR Geoscience minor, depending on interest)
BA in Liberal Studies, PPE Concentration	BA in Liberal Studies/General Emphasis (option of Political Studies minor)
BA in Liberal Studies, PSY Concentration	BA in Liberal Studies/General Emphasis (option of Biblical Counseling minor)

***Note:** TMU's Liberal Studies degree is very flexible and has room for electives, such that a student could have room for a minor **or** for a collection of related courses of interest if there is no minor available (e.g. Sports Management, Media Arts, etc.) **or** for a curated list of specific classes of interest within or across disciplines.

7. TERM AND TERMINATION

This Agreement shall become effective upon approval or non-objection by WSCUC. The teach-out obligations shall terminate upon the earliest of: (a) completion or withdrawal of all Transfer Students; or (b) four (4) years from the Effective Date.

8. MISCELLANEOUS

7.1 **Governing Law.** This Agreement shall be governed by the laws of the State of California.

7.2 **Confidentiality and Data Protection.** The Parties shall protect student records in compliance with FERPA, GLBA, and applicable data protection laws.

7.3 **Non-Discrimination.** Each Party affirms that it does not unlawfully discriminate in its educational or employment practices.

7.4 **Force Majeure.** Neither Party shall be liable for failure to perform due to events beyond its reasonable control. The non-performing Party shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause.

7.5 **Counterparts.** This Agreement may be executed in counterparts, including electronic signatures.

APPENDIX A: Courses Not Transferred by Program

Providence Christian College program	Courses Not Transferred
Business Administration	N/A
English	N/A
Media, Culture, and the Arts	N/A
Politics, Philosophy, and Economics	N/A
Religious and Theological Studies	N/A
Finance	N/A
Humanities	N/A
Journalism, Culture, and Society	N/A
Philosophy	N/A