

Institutional Teach-Out Plan

PHILLIPS GRADUATE UNIVERSITY
19900 PLUMMER STREET
CHATSWORTH, CA 91311

Submitted to

WASC SENIOR COLLEGE AND UNIVERSITY COMMISSION

AUGUST 16, 2018

Table of Contents

<u>I.</u>	<u>Background Information</u>	3
<u>II.</u>	<u>Purpose of Teach-Out Plan</u>	3
<u>III.</u>	<u>Public Disclosures</u>	3
<u>IV.</u>	<u>Student Determination Notification</u>	4
<u>V.</u>	<u>Teach-Out Agreement – Partnering Institution Obligations</u>	5
<u>VI.</u>	<u>Student Completion Support</u>	6
<u>VII.</u>	<u>Disposition of Records and Transcripts</u>	7
<u>VIII.</u>	<u>Provisions for Faculty and Staff</u>	7
<u>IX.</u>	<u>Transfer Opportunities</u>	8
<u>X.</u>	<u>Disposition of Assets</u>	8
<u>XI.</u>	<u>Conclusion</u>	8
•	Exhibit 1- PGU Projected Budget	9
•	Exhibit 2- Stakeholder Notification Letters.....	10
•	Exhibit 3- Academic Program Teach-Out Monitoring Report	16
•	Exhibit 4 -Student Determination Notification Letter	17
•	Exhibit 5- Solicitation for Teach-Out Partners	20
•	Exhibit 6- Agreement for Teach-Out Partners.....	23
•	Exhibit 7- Academic Map for Teach-Out	34
•	Exhibit 8- Student Census Data	35
•	Exhibit 9- Comparable Institutions.....	38

I. Background Information

By letter dated July 18, 2018, the WASC Senior College and University Commission (“WSCUC”) notified Phillips Graduate University (“PGU” or the “University”) of its decision to withdraw the accreditation of PGU. PGU has filed a Notice of Intent to Appeal WSCUC’s decision. Following notification of WSCUC’s decision, PGU developed the following systematic plan and process to protect currently enrolled students through teach-out and/or teach-out agreements.

The University will teach-out students through April 30, 2019, with any remaining students being transferred to one or more teach out partners participating in a teach-out agreement or other institutions of the student’s own choosing, unless that date is further extended pursuant to an accepted Proposal for Voluntary Withdrawal of Accreditation (the “Proposal”) that PGU has submitted to WSCUC. Upon confirmation of partner institutions entering into the teach-out agreements approved by WSCUC, students will be allowed to pursue the option that they prefer. Upon receipt of the Commission’s decision letter PGU ceased all new enrollments.

II. Purpose of Teach-Out Plan

The University, located in Chatsworth, California, has prepared this plan for WSCUC and other federal and state regulatory agencies and accreditation agencies in response to WSCUC’s decision to terminate PGU’s accreditation. The primary purpose of this teach-out plan is avoid, to the extent possible, a disruption to the ability of currently enrolled PGU students to complete their education through PGU or another institution. The University also may permit withdrawn students to re-enter if they are able to complete their studies within the timeframes set forth in this plan. Any teach-out agreement with a partner institution will hold harmless the tuition costs to the student. The anticipated date of closure of PGU, barring further extension by WSCUC, is April 30, 2019 following the completion of PGU’s Spring term. This closure date would allow more than two-thirds of currently enrolled students to graduate from their program. Further, a Spring closure date would also allow some currently enrolled students to complete their required clinical experience.

The University will provide continued financial and administrative support to fulfill the institution’s obligations to currently enrolled students at the University through the date of closure of PGU. PGU’s President and administrative staff, with oversight provided by its Board of Trustees, will assist the University with the fulfillment of its mission to ensure an efficient, educationally-sound, and student-focused transition to school closure. PGU has also determined that it will have the financial resources available to complete the teach out as provided in this plan. Please refer to *Exhibit 1* PGU - Projected Teach Out Budget.

III. Public Disclosures

PGU has already taken the following steps to notify students, faculty and staff of the issues surrounding WSCUC’s decision to terminate the accreditation of PGU and possible solutions and next steps:

- Stakeholder groups at PGU include current students, core and adjunct faculty, staff, counseling center therapists and supervisors, and alumni. All stakeholder

groups receive weekly email updates from PGU's president explaining the status of PGU's accreditation and the options being pursued to insure that all current students graduate with a degree from an accredited university.

- WSCUC's notice of withdrawal of accreditation is a public document. The same day it was received at PGU it was forwarded to students, faculty, and staff.
- PGU has set up a dedicated Facebook page to address issues of accreditation. The WSCUC notice of withdrawal is posted on that page.
- The president of PGU has visited with every class to answer questions. Because the options for PGU are uncertain and in daily flux, he continues to visit classes to answer additional questions.
- The president of PGU has an open-door policy and he encourages students, faculty and staff to speak with him in person. Many stakeholders avail themselves of this opportunity.
- The PGU Board of Directors hold open Board meetings at which all PGU Stakeholders are welcome. At these meetings, Stakeholder input to Board decisions is actively encouraged.
- Immediately upon receiving WSCUC's notice of withdrawal of accreditation, PGU's admissions department called all students who had enrolled for fall or spring admission to PGU. Perspective enrollees were informed of WSCUC's decision and that PGU would not be starting a fall semester. All were offered an immediate refund of their "non-refundable" enrollment fee. Subsequently PGU laid off two FTE's from the Admissions Department.

Upon approval of this teach-out plan, PGU will provide notification to the following stakeholders concerning the teach-out plan:

- Students – currently enrolled
- Students – enrolled for future cancelled starts
- Prospective students
- Students on a formal Leave of Absence
- Alumni

Please refer to *Exhibit 2* for a sample copy of each of these Stakeholder Notification Letters.

IV. Student Determination Notification

If teach-out partners are not available for all of PGU's programs, or all of PGU's students, PGU will pursue transfer or articulation agreements with other colleges and universities. PGU will

carry out this plan with the highest standard of academic integrity while complying with applicable laws, regulations, and institutional and programmatic standards.

Students will have the opportunity to continue their studies with PGU until April 30, 2019 (unless accreditation is extended by WSCUC to the dates agreed upon by WSCUC in response to the Proposal). At that time, students will have the option to either 1) transfer their earned academic credits to one or more partnering institutions or 2) transfer to another institution of their own choosing. Once the student has selected their preferred option, the University will work with each student to assure a smooth transition. For students who choose to continue their studies with PGU for the portion of the internal teach-out, their progress will be regularly monitored to assure they stay on track and meet their educational goals and that educational quality is maintained.

After teach-out agreements and other teach-out arrangements with third party partners are secured, current students will be notified about the details of the teach-out plan directly by the University via e-mail and written communications. Each student will receive a notification that will request their signature acknowledging the disclosure of the teach-out decision reached. This signed notification will be placed in each students' file. Additionally, students will be provided with a contact at the University who will provide each student with individualized advising and an academic map outlining the remaining coursework needed to complete their program. Students will be required to sign this plan as a joint commitment.

Please refer to *Exhibit 3* for a sample copy of the Academic Program Teach-Out Monitoring Report and *Exhibit 4* for a sample copy of the Student Determination Notification Letter.

V. Teach-Out Agreement – Partnering Institution Obligations

PGU intends to enter into one or more written teach-out agreements with partnering institutions that will provide for the equitable treatment of students and a reasonable opportunity for students to complete their program of study at the partnering institution. These agreements will be submitted to WSCUC and other regulatory agencies and accrediting bodies as required for review and approval prior to implementation.

PGU will endeavor to require, as a part of any formal written teach-out agreement, that the partnering institution agree to accept students from PGU without requiring formal application or residency requirements and allow students to complete the necessary classes to satisfy remaining degree requirements. PGU will also endeavor to require that the partnering institution accept all credits earned by transferring students from PGU and to grant, to those students who successfully complete the degree requirements through the teach-out, a degree. These requirements may require approval by the partnering school's institutional accreditor and other regulatory agencies.

Teach-out partners must agree that students who enrolled at PGU receive the education under the same financial terms as provided by PGU, including access to and receiving all learning materials and support services in a timely manner.

The partnering institution is further expected to agree to maintain records for students being taught out and provide periodic updates on the status of the teach-out to the Commission.

On July 23, 2018, PGU issued an invitation to qualified institutions soliciting them to provide expressions of interest to PGU to teach-out PGU’s current students, either through a teach-out agreement or merger. A copy of this solicitation is attached as *Exhibit 5*. The invitation provides further specific details of PGU’s requested requirements for a teach-out or merger. PGU is currently working with a number of institutions who responded to that solicitation. PGU intends to issue the solicitation to other qualified institutions that it can identify as potential teach-out partners for its existing students.

Please refer to *Exhibit 6* for a sample copy of the Teach-Out Partner Agreement.

VI. Student Completion Support

In its teach-out communication to students, PGU will announce the intent to fulfill its obligations to current students by developing a program completion schedule for each student and by providing student learning and support services that will allow students the opportunity to complete their programs of study in a reasonable amount of time prior to the closure of the University, or at another teach-out partner institution.

University officials have examined the progress of all current students to ascertain their needed courses of study and to determine an anticipated timeframe for completion. PGU will create and provide to each student an education plan course schedule. The lead instructors and the Registrar will conduct audits of student progress at the end of each module to ensure that students remain on track for course completion within the anticipated timeframes. Please refer to *Exhibit 7* for a sample copy of the Academic Map for Teach-Out.

A summary of the PGU’s current student body as of August 9, 2018 is provided below:

Students Registered to Begin Semester	Fall 18-19	Spring 18-19	Summer 18-19	Fall 19-20	Spring 19-20	Summer 19-20
MFT	49	48	12	3		
MFT / PPS	11	8	8	1		
MFT / AT	18	18	3	2	1	
SC / PPS *	5	2	1			
SP / PPS	17	17	10	10	10	
OMC **	18	19	7	7	7	
Totals	118	112	41	23	17	0

* Includes 1 student currently on Leave of Absence

** Includes 3 students currently on Leave of Absence

Please refer to *Exhibit 8* – Student Census for a listing of all students by program, name, and anticipated graduation date.

PGU will maintain financial aid and other student services assistance through the time period during which PGU is conducting an internal teach-out. Institutional scholarships will also continue. The teach-out communication to students will inform them that the University will maintain necessary student services, as well as continuity in instructional personnel, as much as possible.

The Academic Resource Center and library will remain open to the end of the period during which PGU is conducting an internal teach-out to ensure students have access to resource materials. The on-line resource databases will also remain available to students.

The school is committed to maintaining a fully-functional facility throughout the teach-out process to provide for all educational needs in classroom and laboratories.

VII. Disposition of Records and Transcripts

During the teach-out of the University prior to closure, student records will remain available at the campus. When the institution closes, PGU will prepare academic records, financial aid information, and other records for permanent archiving by one or more teach-out partners in compliance with the applicable record retention requirements specified by the regulations governing Title IV of the Higher Education Act, as amended, and California Code. To the extent that this is not possible, PGU will work with the California Bureau of Private Postsecondary Education (BPPE) for the storage of student records and transcripts.

Designated PGU personnel will also review all offices and storage areas on campus to identify records and other documents for archiving. In compliance with The Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and other applicable regulatory requirements, the University will shred, recycle, or otherwise dispose of records not designated for archiving. PGU is reviewing a disposition strategy for the clinical records.

PGU has informed alumni that the University will make available their records through the campus until closure (with access to information available either through teach-out partners or BPPE after closure).

VIII. Provisions for Faculty and Staff

PGU has estimated end dates for current employees based on projections of student completion dates. The school calculated severance pay based on each full-time employee's job classification and employment tenure. The campus president will inform pertinent employees about anticipated end dates, retention bonuses (where applicable), and severance pay. All personnel policies and benefits are being upheld for current employees, including retirement benefits, authorized leaves of absences, and acceptances of any resignations. PGU will continue to process benefits and payroll without disruption.

PGU is planning employee reductions in accordance with the reduction of the student population, and it will continue to maintain faculty based on course requirements and academic

credentialing. The institution will retain sufficient staff so as to ensure an adequate student-to-staff ratio and an effective level of service to students through the completion of classes.

IX. Transfer Opportunities

If the circumstances surrounding the closure do not allow for a teach-out of PGU's students by a combination of PGU and one or more teach-out partners, PGU will take steps to assist PGU students with a transfer to other comparable institutions. A list of comparable institutions is attached at *Exhibit 9* – Comparable Institutions.

X. Disposition of Assets

Because PGU is a nonprofit institution, the legal requirements in the State of California will be carefully examined with respect to the disposition of institutional assets. Arrangements for the sale of equipment, the library, special collections, or other essential holdings, and for the disposition of any endowments or special funds will be explored. Appropriate notice and/or approval by the California Attorney General will be sought.

All pertinent federal and state agencies and specialized accreditors will be apprised of the University's closure and any obligations relating to state or federal funds will be addressed.

XI. Conclusion

As evidenced by this plan, PGU is working to ensure fulfillment of their obligations to students, employees, creditors, and regulatory agencies throughout the discontinuation of its programs and the closure of the school. The guiding principles in the management of the teach-out of the school are to uphold the integrity of the institution, to maintain availability of student services, and to ensure that appropriately trained members of the faculty instruct students.

EXHIBIT 1

PGU PROJECTED BUDGET

See Exhibit E – PGU Proposal

EXHIBIT 2

STAKEHOLDER NOTIFICATION LETTERS

- Students currently enrolled
- Students enrolled for future cancelled starts
- Interested students
- Students on a Formal Leave of Absence
- Alumni

Draft Letter for Students currently enrolled

[date]

Dear Student,

Phillips Graduate University takes its commitments to you very seriously. That's why I want to share an important development about our University with you as early as possible.

On July 18, 2018, we received a notice of withdrawal of accreditation from our institutional accreditor WASC Senior College and University Commission (WSCUC) and filed an appeal. Despite the appeal, Phillips Graduate University has made the difficult decision to no longer enroll new students in its programs and will begin a gradual process of discontinuing operations — what's called a “teach-out.”

We are currently seeking an opportunity with several institutions for a possible merger but wanted to make you aware of the teach-out decision. The University will continue to operate during the Fall term while it also solicits teach-out opportunities for current students in the event that an agreement for a merger is not reached. You will be contacted directly about the development of an individual plan for the remainder of your academic program, which will be updated with you once teach-out arrangements are secured.

The anticipated date for the school closing is April 30, 2019, unless our accreditation is further extended by WSCUC.

We are committed to delivering on our promise to provide students with the knowledge and skills needed to pursue success in their chosen careers. Student Services, including Financial Aid and Registrar services, will continue to be available to students and graduates through the fall term. Upon closure, we plan to move student records and transcripts to one or more of our teach-out partners and, if that is not possible, to the California Bureau of Private Postsecondary Education (BPPE).

We understand that news of this decision will be met with some level of uncertainty and disappointment. We are committed to keeping you informed of our progress through ongoing communication. Information and updates regarding this transition to closure will be delivered during classroom visits, via mail and email and on the student portal.

We are honored that you have chosen Phillips Graduate University to be your educational partner. We are committed to providing a quality education and to fulfilling our promise to help you reach your career goals, and we pledge our total support in assisting you through this transition.

If you have any questions, please feel free to reach out to me at **[contact phone number]** or **[contact email]**.

Sincerely,

Randy Christopher
President
Phillips Graduate University

Draft Letter for Students enrolled for future cancelled starts

[date]

Dear [Name]:

Thank you so much for your interest in pursuing your education at Phillips Graduate University. I want to share an important development about our campus with you as soon as possible because it affects your scheduled start.

On July 18, 2018, we received a notice of withdrawal of accreditation from our institutional accreditor WASC Senior College and University Commission (WSCUC) and filed an appeal. Despite the appeal, a decision has been made to begin a gradual process of discontinuing operations at Phillips Graduate University — what’s called a “teach-out.” This means that Phillips Graduate University will no longer enroll new students. Unfortunately, this means that your scheduled start and your enrollment at Phillips Graduate University has been cancelled. We are mailing you a check refunding the full amount of your application fee and any other tuition or fees you may have paid, if applicable.

Once again, on behalf of my colleagues on the faculty and staff, we appreciate your interest in our school and wish you the best in your future endeavors.

If you have any questions, please feel free to reach out to me at **[contact phone number]** or **[contact email]**.

Sincerely,

Randy Christopher
President
Phillips Graduate University

Draft Letter for Interested Students

[date]

Dear [Name]:

Thank you so much for your recent interest in pursuing your education at Phillips Graduate University. I want to share an important development about our campus with you.

On July 18, 2018, we received a notice of withdrawal of accreditation from our institutional accreditor WASC Senior College and University Commission (WSCUC) and filed an appeal. Despite the appeal, a decision has been made to begin a gradual process of discontinuing operations at Phillips Graduate University — what’s called a “teach-out.” This means that Phillips Graduate University will no longer enroll new students.

Once again, on behalf of my colleagues on the faculty and staff, we appreciate your interest in our school and wish you the best in your future endeavors.

If you have any questions, please feel free to reach out to me at **[contact phone number]** or **[contact email]**.

Sincerely,

Randy Christopher
President
Phillips Graduate University

Draft Letter for Students on a Formal Leave of Absence

[date]

Dear [Name]:

As a student currently on a formal leave of absence from Phillips Graduate University, we take our commitments to you very seriously. That's why I want to share an important development about our University with you as early as possible. While we're working to reach you via phone as well, I want to share this important development about our campus with you as early as possible.

On July 18, 2018, we received a notice of withdrawal of accreditation from our institutional accreditor WASC Senior College and University Commission (WSCUC) and filed an appeal. Despite the appeal, a decision has been made to begin a gradual process of discontinuing operations at Phillips Graduate University — what's called a “teach-out.” This means that Phillips Graduate University will no longer enroll new students. We expect that the campus will remain open until April 30, 2019, unless our accreditation is further extended by WSCUC.

We continue to seek an opportunity for a merger with another institution, but wanted to make you aware of the teach-out decision.

Because of this decision, it is very important that we work with you immediately to coordinate your return from your leave of absence with the teach-out class schedule. We encourage you to return to school if you can complete your program and graduate within the timeframes provided. The planned teach-out process allows you a reasonable opportunity to complete your program of study if you stay on schedule and progress normally to graduation.

We understand that news of this decision will be met with some level of uncertainty. We are committed to delivering on our promise to provide students with the knowledge and skills needed to pursue success in their chosen careers. Student Services, including Financial Aid and Registrar services, will continue to be available to students and graduates throughout the teach-out. Upon closure, we plan to move student records and transcripts to one or more of our teach-out partners and, if that is not possible, to the California Bureau of Private Postsecondary Education (BPPE).

We are honored that you have chosen Phillips Graduate University to be your educational partner. We are committed to providing a quality education and to fulfilling our promise to help you reach your career goals, and we pledge our support in assisting you through this transition.

If you have any questions, please feel free to reach out to me at **[contact phone number]** or **[contact email]**.

Sincerely,

Randy Christopher
President
Phillips Graduate University

Draft Letter for Alumni

[date]

Dear Phillips Graduate University Alumni:

Phillips Graduate University takes its commitments to you very seriously. That's why I want to share an important development about our University with you as early as possible.

On July 18, 2018, we received a notice of withdrawal of accreditation from our institutional accreditor WASC Senior College and University Commission (WSCUC) and filed an appeal. Despite the appeal, Phillips Graduate University has made the difficult decision to no longer enroll new students in its programs and will begin a gradual process of discontinuing operations — what's called a “teach-out.” We continue to seek an opportunity for a merger with another institution, but wanted to make you aware of the teach-out decision.

The anticipated date for the school closing is April 30, 2019 unless further extended by WSCUC.

You will continue to receive alumni services throughout the teach-out. Upon closure, we plan to move student records and transcripts to one or more of our teach-out partners and, if that is not possible, to the California Bureau of Private Postsecondary Education (BPPE).

As always, we are committed to supporting our alumni.

If you have any questions, please feel free to reach out to me at **[contact phone number]** or **[contact email]**.

Sincerely,

Randy Christopher
President
Phillips Graduate University

EXHIBIT 3

ACADEMIC PROGRAM TEACH-OUT MONITORING REPORT

Degree/Certificate Program:	
Total Program Credit Hours:	
Number of Students Still Enrolled:	

Information on Students in the Program Who Meet Teach-Out Criteria

	Student ID	Student Name	Credit Hours Completed	Notification Letter Sent Date	Signed Response Received from Student Date	Academic Map for Teach-Out Provided to Student Date	Completed Program of Study	Student Opting to Transfer to Partnering Institution	Student Opting to Transfer to Other Institution
1									
2									
3									
4									
5									
6									
7									
8									
9									
etc									

EXHIBIT 4

STUDENT DETERMINATION NOTIFICATION LETTER

[Date]

Dear Student,

We previously notified you that on July 18, 2018, we received a notice of withdrawal of accreditation from our institutional accreditor WASC Senior College and University Commission (WSCUC) and filed an appeal. [Describe Plan for Voluntary Withdrawal of Accreditation if and as accepted by WSCUC]. It has been a privilege for Phillips Graduate University (“PGU”) to have participated in your educational journey thus far. As we indicated previously, PGU has begun a gradual process of discontinuing operations — what’s called a “teach-out.” We expect that the campus will remain open until **[date]**.

Our intent will be to manage the teach-out process to minimize to the extent possible disruption to you and to seek to ensure that you have the opportunity to complete your program, graduate on time and with no additional cost. PGU will continue operating, faculty will remain in place, and educational programs will operate normally until **[date]**.

We will be scheduling an individual one-on-one meeting with you in the near future to review completion options.

Within the next **[seven days]**, you will be meeting with **[the Director of Education]**, or a person assigned by him or her, to discuss your personalized academic plan as it relates to the teach-out. You will be given one of the following plans during your meeting, depending upon your academic progress, time to graduation and other factors:

- 1) Continue with your studies at Phillips Graduate University until April 30, 2019 (unless extended by WSCUC);
- 2) At the end of your studies at PGU, receive assistance transferring to a comparable program of study at a comparable college at no additional cost above the amount you would have been charged to complete your program at PGU; or
- 3) Withdraw from PGU and receive a refund of the amount for which you are entitled under state, accrediting agency and federal regulation. If you received a Federal loan, we follow federal law to make any refund to which you are entitled and to reduce your loan obligation.

We will also review with you the language of required state and federal consumer disclosures applicable to closing school situations. See *Consumer Disclosures*, attached.

Simultaneous with this teach-out, PGU is engaged in discussions with other institutions about a potential merger of PGU into another institution. You can expect to receive regular updates about any developments.

Student Services, including Financial Aid and the Registrar will continue to be available to students and graduates throughout the teach-out that is being conducted at the PGU campus. Upon closure, we plan to move student records and transcripts to one or more of our teach-out

partners and, if that is not possible, to the California Bureau of Private Postsecondary Education (BPPE).

We understand that news of this decision will be met with some level of uncertainty and disappointment. We are committed to keeping you informed of our progress through ongoing communication. Information and updates regarding this transition to closure will be delivered during classroom visits, via mail and email and on the student portal.

If you have any questions, please feel free to reach out to me at ()_____ or at rchristopher@pgu.edu. **[Or other delegated contact person]**

Sincerely,

Randy Christopher
President
Phillips Graduate University

CONFIRMATION:

It is important that you acknowledge that you have read and understand the alternatives discussed above.

Student Signature

Printed Name

Date

Consumer Disclosures

FEDERAL LOANS

Important notice if you have a Federal student loan: If you decide to continue your education with Phillips Graduate University (the “University”) and it subsequently closes under the circumstances noted below, or the University does not repay your Federal student loan as part of a refund you have elected to receive, you have separate rights if you have a Federal loan:

You may be eligible for forgiveness (“discharge”) of the federal student loans you received to attend your college if one of the following happens:

- If you continue at the University but the University closes before you complete your program, or
- If you transfer to another college but you do not complete your program there, or
- If you withdraw from the University less than 120 days before the University closes.

This Federal discharge will cancel the portion of your Federal loan that remains after any University refund is paid. If you **complete** your program either at the University or at another college, you will not qualify for this Federal discharge. For more information on Federal loan discharge, go to: <https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/closed-school>.

EXHIBIT 5

SOLICITATION FOR TEACH-OUT PARTNERS

CONFIDENTIAL AND SUBJECT TO NON-DISCLOSURE AGREEMENT

Phillips Graduate University

19900 Plummer Street

Chatsworth, CA 91311

Phillips Graduate University (“PGU”) seeks a Title IV participating institution of higher education to serve as a partner (“Partner”) with PGU to: 1) merge the PGU campus into Partner’s institution (“Merger”); or 2) teach out or transfer students enrolled at PGU to Partner’s institution (“Teach Out”), with a Merger being the preferred option in the best interests of PGU’s stakeholders, which include its students, faculty, staff, and the community in which PGU resides.

GOALS AND OBJECTIVES

I. Partner Institution – Key Requirements

A. Partner would be certified as eligible to participate, and actively participating in good standing, in the federal student financial assistance programs authorized under Title IV of the Higher Education Act of 1965, as amended (“Title IV Programs”).

B. Partner preferably would offer the same or substantially similar programs to those offered by PGU, see Attachment A, in content, structure and scheduling and possess the required expertise and resources to successfully provide and complete a Teach Out of PGU’s current students. PGU would work with Partners not offering same or similar programs or holding same programmatic accreditations to obtain approval from applicable regulators and accreditors to obtain the necessary approvals.

C. Partner must be able to accommodate a flexible start date/effective date for initiation of a Teach Out, which may be contingent on the outcome of PGU’s appeal of a pending WASC Senior College and University Commission (WASC) accreditation withdrawal action.

D. Partner must be committed to engage immediately in good faith negotiations regarding the potential Merger or Teach Out, including joint cooperation in discussions with counsel, U.S. Department of Education (“US DOE”), WASC and the California Bureau of Private Postsecondary Education (BPPE).

II. Teach Out Agreement Terms Generally

Any Teach Out with Partner will be pursuant to a Teach Out Agreement approved by US DOE, WASC, and CA BPPE (if applicable), and any other relevant regulatory agencies, which shall continue until the date on which the last Teach-Out student graduates or otherwise withdraws or ceases attending or is terminated from his or her educational program. The Teach Out Agreement will contain, among others, the following terms:

A. Partner will provide at PGU or the Partner school, instruction and other academic, administrative and student support services to the Teach-Out Students of an acceptable quality and reasonably similar in content, structure, and scheduling to those offered by PGU, as required for students to complete their program of study.

B. Partner will agree to teach out all Teach Out Students without additional cost beyond that for which the student contracted at PGU.

C. As required, PGU would permit use by Partner for purposes of the Teach Out of the facilities and equipment located at the PGU campus. Partner would be required to negotiate with the landlord for use of the leased property under the Teach Out Agreement.

D. PGU will process Title IV and related refunds to students who withdraw prior to the effective date of the Teach Out, and perform a close-out Title IV audit.

E. Partner will have access to any future funding available to PGU students through Title IV or other sources to complete their programs.

F. PGU will provide Partner with all unconverted student inquiries throughout the Teach Out and/or merger process.

G. Partner must accept the credits completed at PGU towards a like degree or certificate awarded by the Partner school and waive any residency requirements.

H. Partner must accept the unpaid tuition and fees under the Teach Out student's enrollment agreement with PGU as payment in full to complete the program. Teach Out students that fail courses would be notified that they will be charged the prevailing rate to retake courses, if applicable.

I. Partner must assist all Teach-Out students who desire the opportunity to continue or extend their financial aid or make a new financial aid application consistent with the requirements governing the Federal Title IV student aid programs and other applicable law.

J. Partner and PGU will cooperate in providing information to the Teach-Out students concerning the manner and means pursuant to which they will complete the Teach-Out and other information pertinent to the Teach-Out, including terms for reimbursement for tuition and fees paid by students from the California Student Tuition Recovery Fund (STRF), if applicable, and for loan obligation discharge by the US DOE.

K. Partner must act as the custodian of records for all PGU student academic and financial aid files provided to the Partner, both current and former PGU students and graduates.

III. Proposals

Time is of the essence in PGU reaching agreement with a Merger or Teach Out Partner. Proposals should be submitted in writing by no later than 5:00PM Pacific Time on Friday, July 27, 2018 and should be sent to:

Krikor Moloyan
General Counsel
Phillips Graduate University
kmoloyan@pgu.edu

Your Proposal should reflect all of the information available to you and should address, at a minimum, each of the following issues:

1. Transaction Background Information: Your proposal should either confirm that you are prepared to meet the criteria in Sections I and II above or describe which criteria you cannot or will not meet.

2. Due Diligence: Any proposal conditioned on due diligence review should include a list of the due diligence items that need to be completed and a timeframe for such completion.

3. Approvals and Consents: Your Proposal should set forth in detail any necessary governmental, regulatory or other approvals that you will require in order to close a transaction and the period of time required to secure such approvals, as well as any other contingencies.

4. Other Closing Conditions: Please specify in your proposal any other conditions to your proposal (including any conditions to your execution of a definitive agreement). You should note that it is PGU's goal to sign a definitive agreement as soon as practicable. If your willingness to execute a definitive agreement or to consummate a transaction is subject to the fulfilment of any conditions or contingencies, you should specify the details of such conditions or contingencies. Any uncertainties or delays associated with such conditions or contingencies will significantly disadvantage your proposal.

5. Timing: Your Proposal should also indicate your best assessment as to the period of time necessary to execute a binding agreement and to close a transaction.

PGU will be available to consult with prospective Partners during the remainder of this process. PGU, with the advice and assistance of its financial and legal advisors, intends to evaluate the proposals submitted as promptly as is reasonably practicable after they have been received. In evaluating your proposal, PGU will consider such matters as it deems appropriate, including but not limited to, certainty and timing of closing a transaction. The terms of the Non-Disclosure Agreement you previously executed shall apply to this process and throughout the remainder of this process. Nothing in this letter is intended to modify or supersede such agreement.

EXHIBIT 6

PROPOSED AGREEMENT FOR TEACH-OUT PARTNERS

AGREEMENT FOR EDUCATIONAL SERVICES

This Agreement for Services (“Agreement”) is made on this __ day of _____, 20__ by and between _____ (“Teach-Out School”), located at _____ and _____ (“Teach-Out Provider”), located at _____ (collectively “the Parties” and individually “the relative Party”, “each Party”).

RECITALS

A. WHEREAS, Teach-Out School is a postsecondary institution accredited by the Western Association of Schools and Colleges, Senior College and University Commission (“WSCUC”), approved by the _____ (“State Agency”) and offering programs of study in _____.

B. WHEREAS, Teach-Out School has been participating in the Title IV federal student aid programs under OPE ID # _____ but intends to voluntarily withdraw from WSCUC accreditation on [date] and, on that date, will lose its status as a Title IV eligible institution.

C. WHEREAS, due to the loss of Title IV program participation, Teach-Out School will cease offering educational programs causing some students not to be able to complete their educational programs at Teach-Out School;

D. WHEREAS, Teach-Out Provider, a postsecondary institution accredited by the _____ (“_____”) and approved by the State Agency, also offers programs of study in _____, holds Title IV eligibility under OPE ID # _____ and is in good standing with the U.S. Department of Education (“USDOE”), is willing to enter into a “teach-out” agreement to provide educational services, on the terms and conditions hereafter provided; and

E. WHEREAS, Teach-Out Provider and Teach-Out School agree that it is in the best interest of the students of the Teach-Out School for the Teach-Out Provider and the Teach-Out School to enter into this Agreement and for the Teach-Out Provider to ensure the continuing instruction and completion of studies of the existing Teach-Out School students listed on Appendix A hereto (the “Students”) with use of existing curricula of the Teach-Out School and to encourage all of the Students to successfully complete their programs of study;

F. WHEREAS, after this Agreement is approved by all regulatory bodies holding regulatory jurisdiction over Teach-Out Provider and Teach-Out School, including the State Agency, the _____ [accrediting agency(ies)] and USDOE, Teach-Out School will cease to provide instruction and Teach-Out Provider will begin to teach-out the Students and ensure continuing services for the Students; and

The Parties agree as follows with respect to the Students.

1. DESCRIPTION OF CONDITIONS AND SERVICES.

A. Teach-Out Provider specifically agrees and attests to the following:

1. To offer each of the Students, upon a schedule that is substantially similar to their existing schedule with the Teach-Out School, a reasonable opportunity to promptly resume and complete the course of study at the campus of the Teach-Out School (the “Teach-Out Campus”);
2. To provide notice in a timely manner to each of the Students of the availability of the teach-out and effectively advertise the availability of a teach-out;
3. For the provision of equitable treatment of Students, it has the necessary experience, resources and support services to provide an educational program that is of acceptable quality and reasonably similar in content, structure, and scheduling to that provided by the Teach-Out School, to remain stable, carry out its mission and meet all obligations to existing students;
4. To provide the Students, without additional charge, all of the instruction promised but not yet delivered by Teach-Out School;
5. To provide student access to educational programs and services without requiring them to move or travel substantial distances;
6. To provide the Students with information and sufficient advance notification about additional charges, if any, where a student wants to voluntarily transfer in to Teach-Out Provider and receive additional training for an additional cost;
7. To provide information on the state tuition recovery program;
8. To assure that the instruction and services offered to the Students, and the operations of the Teach-Out Provider at the Teach-Out Campus, meet _____ [accrediting] standards and to maintain records documenting such performance;
9. To provide placement services to Students who complete their course of study;
10. That Teach-Out Provider is in good standing with the State Agency, _____ [accrediting agency] and DOE, as evidenced by Appendix B containing copies of its licenses, accreditation grant and ECAR;
11. That Teach-Out Provider, having offered programs in _____ for over ___ years and currently having ___ students at its _____ campus, has the necessary experience, resources, and support services to provide _____ programs that are of acceptable quality and are reasonably similar in content, structure and scheduling to that provided by Teach-Out School;
12. That Teach-Out Provider, based on its strong financial condition as reflected in its FY 201_ composite score of ___, has the capacity to remain stable, carry out its mission, and meet all obligations to the Students;
13. That Appendix C contains a list of all programs at Teach-Out School and all programs offered by Teach-Out Provider and Appendix D contains a list of faculty of the Teach-Out School being retained for the purposes of the teach-out, the programs and courses taught by each, and information showing that each faculty member meets _____ [accrediting] faculty qualification requirements;

14. That Teach-Out Provider's accreditation status is in good standing with _____, a nationally accredited agency recognized by USDOE;
15. That the degree, diploma or certificate awarded to the student will be awarded by Teach-Out Provider;
16. That those Students who have already enrolled but have not yet started their course of study at Teach-Out School, and those Students who are on an approved leave of absence from the Teach-Out School with a return date that has not occurred, are entitled to participate in the Teach-Out under the terms herein; and
17. It has provided prior notice to its accrediting agency, and approval where necessary, prior to executing this Agreement.

B. Teach-Out School specifically agrees and attests to the following:

1. That Teach-Out School has provided a true and complete list of the names of the Students enrolled, with redacted social security numbers, listed by program and including the estimated graduation date for each (*see Appendix A*);
2. That Teach-Out School has provided a detailed explanation for disposition of all records of all past students of Teach-Out School, ensuring student academic transcripts are safely stored and protected and transcripts will be accessible to students and alumni indefinitely (*see Appendix E*);
3. That Teach-Out School will provide Teach-Out Provider copies of the following records for the Students:
 - Enrollment Agreements
 - Financial Aid Transcripts
 - Attendance Records
 - Academic Transcripts
 - Student Registration List
 - Student Accounts

C. Teach-Out School and Teach-Out Provider specifically agree and attest to the following:

That they individually and collectively have provided and will continue to provide appropriate notification about the teach-out to the accrediting and federal and state authorities.

2. FEDERAL AID. Teach-out Provider has filed an update application with the U.S. Department of Education to designate the Teach-Out Campus as a temporary additional location of Teach-Out Provider for purposes only of the Teach-Out. USDOE, following review of the update application and this Agreement, has approved the teach-out on the terms set forth herein and has specifically agreed that: (a) the Students, with respect to academic programs in which they were enrolled at the time the Teach-Out School lost eligibility and in which they remain enrolled during the Teach-Out, shall be eligible to receive any additional federal student financial assistance under Title IV of the Higher Education Act of 1965, as amended ("Title IV"), which

they may earn under the Title IV awards issued to them while they were students at the Teach-Out School or for which they may qualify at Teach-Out Provider under a new award available to them as a Teach-Out Provider student; (b) Teach-Out Provider may draw down Title IV funds for the Students under Teach-Out Provider's OPE number; (c) Teach-Out Provider shall not be responsible in any way for any federal liabilities that Teach-Out School may be determined to owe to the USDOE regarding Teach-Out School's past participation in the Title IV programs, provided that this qualification shall only apply with respect to Teach-Out Provider's temporary occupancy of the Teach-Out Campus for the purposes of the Teach-Out and shall not apply with respect to any permanent occupancy by the Teach-Out Provider of the Teach-Out Campus; and (d) Teach-Out Provider shall be responsible for compliance with Title IV and other educational agency rules and regulations subsequent to the effective date of this Agreement, including determination of eligibility of the Students.

3. TEACH-OUT CAMPUS AND PROPERTY. In consideration of Teach-Out Provider's agreement to bear any costs of the teach-out not covered by tuition payments which will be made by the Students, whether from Title IV financial aid or from other sources, under the terms of the Students' enrollment agreements with the Teach-Out School, the Teach-Out School hereby: (i) grants to the Teach-Out Provider, at no cost and for the Teach-Out period and for the purpose of conducting the Teach-Out, (A) the right to use and consume all supplies and inventory (textbooks, linens, etc.) currently existing at the Teach-Out Campus; and (B) the right to possess and use all equipment, furnishings and learning resource center materials now existing at the Teach-Out Campus ("Teach-Out Campus Assets"); and (ii) agrees to sublease the Teach-Out Campus premises to the Teach-Out Provider for the period of the Teach-Out, on terms no less favorable than those existing in the Teach-Out School's lease, if possible, or to provide such assistance as is reasonably possible to the Teach-Out Provider in negotiations with the landlord of the Teach-Out Campus for a short-term lease for the period of the Teach-Out. In the event that the Teach-Out Provider hereafter elects to purchase legal title to any of the Teach-Out Campus Assets, the parties shall negotiate and execute a separate agreement regarding such purchase.

4. TERM. This Agreement may not be terminated by either party unless and until all Students affected by this Agreement have either completed their programs or ceased to be enrolled, and then can be terminated by either Party with written notice. Termination will not affect any monies owed under this Agreement.

5. CONFIDENTIALITY. The Parties, and their employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the relative Party, or divulge, disclose, or communicate in any manner, any information that is proprietary to each Party. The Parties and their employees, agents, and representatives will protect such information and treat it as strictly confidential, except as where reasonably necessary to execute the terms of this Agreement. This provision will continue to be effective after the termination of this Agreement.

6. COMPLIANCE WITH LAW. Teach-Out Provider agrees that it shall perform its obligations under this Agreement in a manner that is in compliance with any and all applicable state and federal laws and regulations, including but not limited to relevant statutory and regulatory provisions under the Higher Education Act of 1965, as amended (20 U.S.C. § 1094(a)(20)), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education, and

the Family Educational Rights & Privacy Act (FERPA), 20 U.S.C. § 1232g, and other applicable federal, state and local laws.

7. INDEMNIFICATION. Teach-Out School agrees to indemnify and hold Teach-Out Provider harmless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against Teach-Out Provider that result from the acts or omissions of Teach-Out School and/or its employees, agents, or representatives. Teach-Out Provider agrees to indemnify and hold Teach-Out School harmless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against Teach-Out School by any of the Students and/or regulatory bodies based on any material default by Teach-Out Provider of any of its obligations under this Agreement.

8. WARRANTY. Teach-Out Provider shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Teach-Out Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Teach-Out Provider on similar projects.

9. RECORDS. Teach-Out Provider agrees that it shall retain all records for the Students for the period of time required by Title IV regulations and for any longer period of time required by any other applicable laws.

10. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The failure to make available or deliver the Services as described herein.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of _____.

15. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address

set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF AGREEMENT CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. REGULATORY REVIEW. The parties hereby acknowledge that, prior to their execution of this Agreement, the terms and provisions of this Agreement were reviewed and approved by the State Agency, _____ [accrediting body(ies)] and USDOE and that those agencies have given their approval for the teach-out of the Students by the Teach-Out Provider on the basis of those terms. Should the parties hereafter mutually determine that there is a need to modify any of the provisions of this Agreement, they shall notify each of the foregoing agencies of such planned modification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[NTD: USE PGU'S SIGNATURE BLOCK:]: _____

By: _____
[name]
President/CEO

Teach-Out Provider: _____

By: _____
[name]
President/CEO

**APPENDIX A
TEACH-OUT STUDENTS**

See attached spreadsheet

APPENDIX B
REGULATORY APPROVALS OF TEACH-OUT PROVIDER

See attached copies of licenses and approvals

**APPENDIX C
PROGRAM COMPARISON**

See attached descriptions on the programs offered by the Teach-Out Provider and the Teach-Out School

APPENDIX D
TEACH-OUT SCHOOL FACULTY BEING RETAINED

The Teach-Out Provider plans to retain each of the following Teach-Out School faculty members at the outset of the teach-out period and thereafter for as long as required by the class schedules of the Students (the Students have varying projected graduation dates and a full faculty may not be required throughout the teach-out period):

1. _____
2. _____
3. _____

Information on the courses being taught by each of the foregoing faculty members, as well as their academic qualifications and their employment experience, is contained in the attachment to this Appendix.

APPENDIX E

DISPOSITION OF RECORDS OF PAST STUDENTS OF TEACH-OUT SCHOOL

During the term of the teach-out, in addition to the active files of the Students in the Teach-Out (“Teach-Out Student Files”), Teach-Out Provider shall retain custody of all existing Teach-Out School student files for past students, graduates and drops (“Past Student Files”), shall maintain the confidentiality of those files and shall respond to any requests made for information from those files, all in accordance with the requirements of FERPA and any other applicable federal and state laws and accrediting standards. In the event that the Teach-Out Provider seeks and is granted approval to add the campus of the Teach-Out School as a permanent additional location or branch, then the Teach-Out Provider shall continue to maintain the Past Student Files. Alternatively, if the Teach-Out Provider does not maintain the Teach-Out School campus as a branch location, the Teach-Out Provider shall transfer the Past Student Files, and the Teach-Out Student Files, to the State Agency.

EXHIBIT 7

ACADEMIC MAP FOR TEACH-OUT

Degree/Certificate Program Name: _____

Name of Student: _____ Student ID:

Completed Required Courses

Course Number	Course Name	Credit Hours Completed	Comments

Courses Remaining to be Completed

[Date] Semester Start Date

Course Number	Course Name	Credit Hours	Date Completed	Comments

I have received and reviewed my academic map which enables me to complete my degree/certificate program or additional coursework by [] (the teach-out period). I understand it is my responsibility to complete the program requirements within the teach-out period to earn my degree/certificate from Allied American University.

Student Signature

Date

EXHIBIT 8 STUDENT CENSUS DATA

Student ID	Major	Credential 1	Credential 2	Total Units	Completed Units	Current Units	Remaining Units	Anticipated Grad Academic Year	Anticipated Grad Semester
8773	MFT	PPS		82	64	11	7	2019	FA
30995	MFT	PPS		82	58	16	8	2019	FA
31517	MFT	PPS		82	15	12	55	2019	FA
31179	MFT			60	25	11	24	2019	SP
30751	MFT			60	25	11	24	2019	SP
31590	MFT			60	20	5	35	2019	SP
31133	MFT			60	25	11	24	2019	SP
31148	MFT			60	25	11	24	2019	SP
31336	MFT			60	25	11	24	2019	SP
21080	MFT			60	25	11	24	2019	SP
32171	MFT			60	25	11	24	2019	SP
28616	MFT			60	25	11	24	2019	SP
30878	MFT			60	25	11	24	2019	SP
31189	MFT			60	26	11	23	2019	SP
32074	MFT			60	25	11	24	2019	SP
31920	MFT			60	25	11	24	2019	SP
32052	MFT			60	25	11	24	2019	SP
31304	MFT			60	25	11	24	2019	SP
31274	MFT			60	25	11	24	2019	SP
27542	MFT	PPS	CWA	91	81	1	9	2019	SP
22082	MFT			60	25	11	24	2019	SP
30923	MFT			60	25	11	24	2019	SP
30717	MFT			60	26	11	23	2019	SP
31921	MFT			60	25	11	24	2019	SP
32101	MFT			60	25	11	24	2019	SP
30135	MFT			60	25	11	24	2019	SP
30542	MFT			60	25	11	24	2019	SP
31340	MFT			60	25	14	21	2019	SP
31574	MFT			60	25	11	24	2019	SP
30693	MFT	PPS		82	26	16	40	2019	SP
29720	MFT			60	25	14	21	2019	SP
31544	MFT			60	25	11	24	2019	SP
32023	MFT			60	25	11	24	2019	SP
31937	MFT			60	25	11	24	2019	SP

31466	MFT			60	25	11	24	2019	SP	
32128	MFT			60	17	4	39	2019	SP	
31410	MFT			60	26	14	20	2019	SP	
31415	MFT			60	25	11	24	2019	SP	
31159	MFT			60	25	11	24	2019	SP	
32260	MFT			60	15	12	33	2019	SU	
29669	MFT	PPS		82	26	16	40	2019	SU	
30438	MFT			60	15	12	33	2019	SU	
32098	MFT			60	15	12	33	2019	SU	
31991	MFT			60	15	15	30	2019	SU	
31950	MFT			60	15	12	33	2019	SU	
32065	MFT			60	15	12	33	2019	SU	
30204	MFT			60	26	11	23	2019	SU	
31996	MFT	PPS		82	26	16	40	2019	SU	
32212	MFT			60	15	12	33	2019	SU	
29633	MFT			60	26	11	23	2019	SU	
28695	MFT	PPS		82	26	16	40	2019	SU	
32341	MFT			60	15	12	33	2019	SU	
30651	MFT	PPS		82	26	16	40	2019	SU	
32048	MFT			60	26	11	23	2019	SU	
32305	MFT			60	15	12	33	2019	SU	
32687	MFT			60	15	12	33	2019	SU	
23029	MFTAT			64	55	1	8	2019	FA	
30188	MFTAT			64	27	13	24	2019	SP	
30517	MFTAT			64	27	13	24	2019	SP	
30245	MFTAT			64	27	13	24	2019	SP	
31183	MFTAT			64	27	13	24	2019	SP	
28998	MFTAT			64	27	11	26	2019	SP	
25714	MFTAT			64	27	13	24	2019	SP	
30921	MFTAT			64	27	13	24	2019	SP	
26692	MFTAT			64	27	13	24	2019	SP	
30383	MFTAT			64	27	13	24	2019	SP	
30041	MFTAT			64	48	12	4	2019	SP	
29960	MFTAT			64	27	13	24	2019	SP	
31398	MFTAT			64	27	13	24	2019	SP	
31293	MFTAT			64	27	13	24	2019	SP	
31448	MFTAT			64	9	4	51	2019	SU	
28735	MFTAT			64	37	7	20	2019	SU	
25110	OMC			96	76	16	4	2019	SP	
28383	OMC			96	60	12	24	2019	SP	

28374	OMC			96	60	12	24	2019	SP	
30035	OMC			96	60	12	24	2019	SP	
30616	OMC			96	60	12	24	2019	SP	
30341	OMC			96	60	12	24	2019	SP	
24637	OMC			96	68	28	0	2019	SP	
30164	OMC			96	60	12	24	2019	SP	
30419	OMC			96	64	8	24	2019	SP	
30146	OMC			96	64	12	20	2019	SP	
28959	OMC			96	60	12	24	2019	SP	
29167	OMC			96	60	12	24	2019	SP	
30351	OMC			96	60	12	24	2019	SP	
30498	OMC			96	56	12	28	2019	SP	
30163	OMC			96	60	12	24	2019	SP	
29199	OMC			96	24	12	60	2020	SP	
191	OMC			96	24	12	60	2020	SP	
30691	OMC			96	28	12	56	2020	SP	
30375	OMC			96	24	0	72	2020	SP	
30630	OMC			96	24	12	60	2020	SP	
30224	OMC			96	24	12	60	2020	SP	
28713	OMC			96	24	12	60	2020	SP	
25646	OMC			96	96	4	-4	2015	SP	
30631	SC	PPS		55	26	11	18	2019	SP	
32553	SC	PPS		55	16	12	27	2019	SU	
31193	SP	PPS		64	15	7	42	2019	SP	
32049	SP	PPS		64	15	7	42	2019	SP	
29691	SP	PPS		64	38	9	17	2019	SP	
29592	SP	PPS		64	38	9	17	2019	SP	
29851	SP	PPS		64	46	3	15	2019	SP	
29237	SP	PPS		64	38	9	17	2019	SP	
29137	SP	PPS		64	38	9	17	2019	SP	
29068	SP	PPS		64	38	9	17	2019	SP	
29593	SP	PPS		64	38	9	17	2019	SP	
20990	SP	PPS		64	21	4	39	2020	SP	
31292	SP	PPS		64	15	7	42	2020	SP	
31449	SP	PPS		64	14	7	43	2020	SP	
32237	SP	PPS		64	15	7	42	2020	SP	
32086	SP	PPS		64	15	7	42	2020	SP	
31289	SP	PPS		64	15	7	42	2020	SP	
30771	SP	PPS		64	15	7	42	2020	SP	
32539		PPS		24	9	5	10	2019	FA	
30445		PPS	CWA	33	28	1	4	2019	FA	
32614		PPS		24	9	5	10	2019	FA	
31217		PPS		24	9	5	10	2019	FA	

EXHIBIT 9

COMPARABLE INSTITUTIONS

University	MFT	MFT/PPS	MFT/AT	SC/PPS	SP/PPS	OMC	Location(s)	Miles From Chatsworth
Alliant University	✓	✓		✓	✓		Los Angeles	35.4
Antioch University	✓						Culver City	25.7
Argosy University	✓						Los Angeles	33.9
Azusa Pacific University	✓	✓					Azusa	46.8
Brandman University	✓	✓		✓	✓		Santa Clarita	18
Cal Lutheran	✓	✓		✓			Thousand Oaks	26.8
Chicago School of Professional Psychology	✓					✓*	Los Angeles	29.9
Fuller Theological Seminary	✓						Pasadena	31.4
Loyola Marymount	✓	✓	✓	✓	✓		Westchester	32
Mount Saint Mary's University	✓						Los Angeles	33.5
National University	✓	✓		✓	✓		Los Angeles	34
Pacific Oaks College	✓						Pasadena	30.5
Pepperdine University	✓						Malibu	22.8
University of La Verne	✓	✓		✓	✓		La Verne	54.7
University of Southern California	✓	✓		✓	✓		Los Angeles	32.8

*PhD in Business Psychology - Consulting Track