

POINT PARK UNIVERSITY

CONCURRENT ENROLLMENT AGREEMENT

THIS CONCURRENT ENROLLMENT AGREEMENT (this "Agreement"), made as of this 20th day of February, 2020, (the "Effective Date"), by and between Point Park University, a Pennsylvania non-profit corporation (the "University"), located at 201 Wood Street, Pittsburgh, Pennsylvania 15222-1984;

and

Chartiers Valley High School (the "School"), located at 50 Thoms Run Rd, Bridgeville, PA 15017. The University and the School are referred to individually as a "Party" and collectively as the "Parties" for the purposes of this Agreement.

WITNESSETH:

WHEREAS, the University desires to provide a concurrent enrollment program (the "Program") for students of the School who are eligible as set forth below;

WHEREAS, the School desires to recommend students for participation in the Program;

THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree to the following:

1. **Definitions.** The following definitions apply to this Agreement:
 - a. **Student.** Student who is attending the School at one of the Locations as defined below in section 1 f.
 - b. **Eligible Student.** Student who fully meets all of the eligibility criteria defined in Section 4 below.
 - c. **Participating Student(s).** Eligible Student(s) who register(s) and are accepted to the Program.
 - d. **Academic Year.** The University's fall, spring, and summer terms.
 - e. **Program.** The concurrent enrollment program offered by the University.
 - f. **Locations.** Any of the School's current applicable locations and any other location approved by the Parties to this Agreement.
2. **Term.** The term of this Agreement shall commence on the Effective Date and continue thereafter unless terminated as provided for below.
3. **Termination for Convenience.** Either Party may cancel this Agreement for any reason by providing ninety (90) days written notice to the other Party. Upon termination of this Agreement for any reason, Participating Students already admitted to the Program shall be permitted to complete their current course of study subject to the applicable terms of this Agreement.

4. **Student Eligibility.** Students who meet all of the following criteria are qualified to participate in the Program:
 - a. The student is a high school sophomore, junior, or senior.
 - b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School. The School will determine satisfactory progress based on credits and grades earned.
 - c. The student has scored at the proficient level or higher on appropriate Math or English tests and has the minimum cumulative grade point average required by the School for participation in the Program.
 - d. The student completes a Point Park University online concurrent enrollment application and is accepted by the University as a concurrent enrollment student.
 - e. The student demonstrates readiness for college-level coursework in the intended subject area of study as determined by the University. The University will determine readiness based on the School's class admission decisions as required by course prerequisites.

5. **Enrollment, Course Capacity, Course Limits**
 - a. **Enrollment.** Enrollment in the Program will occur as mutually agreed by the University and the School.
 - b. **Course Capacity.** The capacity of individual Program courses is capped at no more than twenty-five (25) Participating Students.
 - c. **Course Limits.** Participating Students may select a maximum of two (2) courses for their first fall term. Thereafter, Participating Students who continue in the Program may select a maximum of three (3) courses for each term of the Academic Year if determined to be in good academic standing at the sole discretion of the University.

6. **Program Costs.** The School (or Student) is responsible for the following costs:
 - a. \$250 for each three-credit course;
 - b. Any associated fees;
 - c. Textbooks and required supplies; and
 - d. Associated transportation costs to and from University

7. **Student Participation Requirements.** In order to remain in the Program, the Participating Student must meet the following requirements:
 - a. Maintain a School grade point average in the applicable area of study as determined by the School;
 - b. Maintain an overall grade point average of 2.0 or higher for aggregate courses taken through the Program; and
 - c. Maintain satisfactory attendance and citizenship as determined by the School and the University's Code of Student Conduct. Failure to comply with the University's Code of Conduct will result in disciplinary action up to and including removal from the Program.

8. **Program Course(s).**

Course: Advanced Video Broadcasting

Location: Chartiers Valley High School

Instructor: Jeff Ackermann

College Credits: 3

9. **Participating Student Credit.** The University will award postsecondary credits to Participating Students who earn a grade of C or higher in completed courses in the Program. The University will transcript such credits in a manner similar to other matriculating students.

10. **Participating Student Obligations.** Obligations of each Participating Student are:

- a. Meeting with the identified Program advisor to select appropriate courses;
- b. Registering online for such courses during the applicable registration period; and
- c. Obtaining transportation to/from the University unless provided by the School.

11. **University Policies.** Participating Students will be subject to University policies applicable to matriculating students, including but not limited to the withdrawal and refund policies located on the University's website (www.pointpark.edu).

12. **University Obligations.** The University will perform the following obligations under this Agreement:

- a. **Invoicing.** The University will invoice Participating Students directly for all Program costs set forth above, including textbooks and required supplies.
- b. **Final Grades.** The University will provide final grades for each Participating Student.

13. **School Obligations.** The School will perform the following obligations under this Agreement:

- a. **Promotion of Program.** The School will actively promote the Program to Eligible Students and their parents/guardians by providing a link to the University's application on the School's website and by displaying information regarding the Program in the School's counseling suite, online, and in communications to parents where reasonably feasible. The School will collaborate with the University to organize presentations for Eligible Students and parents/guardians regarding the Program.
- b. **University Code Syllabus/Statement on Academic Dishonesty.** The School will provide each Participating Student with a copy of an approved syllabus, which includes the University's statement of academic integrity (located in the Student Handbook available at www.pointpark.edu). Participating students who do not comply with the statement of academic integrity may be subject to disciplinary action including but not limited to removal from the Program.

14. **Insurance.** Both the University and the School shall maintain throughout the Term of this Agreement, at its own expense, insurance coverage as follows:

Commercial General Liability Insurance	\$1,000,000 per occurrence/\$3,000,000 aggregate
Umbrella Insurance	\$1,000,000 per occurrence/aggregate
Business Automobile Liability Insurance	\$1,000,000 Combined Single Limit
Worker's Compensation/Employer's Liability	Statutory Limits/\$1,000,000; \$1,000,000; \$1,000,000
Employment Practices Liability (D & O)	\$4,000,000

15. **Concurrent Enrollment Program Committee.** The University and the School will appoint committee members to monitor, assess, report, and manage the Program during the term of this Agreement. Each Party will provide the other Party with the names, telephone numbers, and email addresses of its appointed members. The committee will meet on a periodic basis as determined by the committee.

16. **Notices.** Any notices to be given shall be sent first class mail to the University at:

Point Park University
Contracts & Procurement
201 Wood Street
Pittsburgh, PA 15222-1984

and to the School at:

Chartiers Valley High School
50 Thoms Run Rd.
Bridgeville, PA, 15017
Attn: Jeff Ackermann

17. **Notice of Non-Discrimination, Equal Opportunity and Diversity Initiatives.** This policy affirms Point Park University's commitment to non-discrimination, equal opportunity, and the pursuit of diversity. Point Park University does not discriminate on the basis of: sex, race, ethnicity, religion, color, national origin, age (40 years and over), ancestry, individuals with disabilities, veteran status, sexual orientation, gender, gender identity, height, weight, genetic information, marital status, caregiver status, or familial status, in the administration of any of its educational programs, activities, or with respect to employment or admission to the University's educational programs and activities.

This policy is in accord with local, state and federal laws, including Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Age Discrimination Act of 1975, and the Pittsburgh Human Relations Act. Inquiries regarding these regulations, policies, or complaints of discrimination should be referred to the Vice President of Human Resources, telephone number (412) 392-3952. Inquiries regarding Title IX and the Title IX regulations should also be referred to the Title IX Coordinator, or deputy Title IX coordinators: the Associate Provost, the Vice President of Human Resources or the Vice President of Student Affairs.

The School shall comply with this policy and further represents and warrants that it is in compliance with all local, state and federal laws, including Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Age Discrimination Act of 1975, and the Pittsburgh Human Relations Act.

18. **Entire Agreement.** This Agreement, and any exhibits, schedules, addendums, attachments or other documents or instruments incorporated herein by reference, contain the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by the School and the University's authorized agent.

(Signature Field on the Following Page.)

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the date first written above.

POINT PARK UNIVERSITY

By: John H Pearson

Name: John Pearson

Title: Provost & SVP

Date: 9.1.2020

CHARTIERS VALLEY HIGH SCHOOL

By: Kimberly Borza

Name: Kimberly Borza

Title: Board Secretary

Date: August 25, 2020