

POINT PARK UNIVERSITY

School of Education ABCTE Program Early Enrollment Waiver

Name: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Point Park University is the only Pennsylvania Department of Education (PDE) – recognized institution that offers a program to obtain a Pennsylvania Instructional 1 Certificate (“Certificate or Certification”) through the American Board of the Certification of Teacher Excellence teacher certification program (“ABCTE Program”). All candidates for the ABCTE Program must possess an undergraduate degree from an accredited college or university prior to initiating the ABCTE Program. Pennsylvania requires candidates for Certification through the ABCTE Program to complete two graduate level courses and a sixty-day mentoring program through Point Park University (“Coursework”).

Typically, candidates who intend to obtain the Certification through the ABCTE Program complete American Board’s online program prior to beginning the Coursework. Upon completion of American Board’s online program, candidates are required to pass the following examinations: (1) Professional Teaching Knowledge Exam; and, (2) American Board Content Test (together “Exams”). **American Board will only allow candidates three (3) attempts to pass the Exams. Failure to pass either of the Exams within three (3) attempts will make a candidate ineligible to obtain a Certification through the ABCTE Program.**

Candidates may apply to Point Park University, be admitted, and start the Coursework prior to passing the Exams. To do so, candidates must submit this waiver to the Point Park University Department of Education Coordinator of Student Placements, Mrs. Beverina-Moore, via e-mail at dmoore@pointpark.edu prior to submitting an application to Point Park University. If a candidate fails to pass either of the Exams within three (3) attempts, the candidate will be offered the opportunity to obtain the Certification through traditional online program at Point Park University. Where a candidate chooses to transfer into Point Park University’s traditional online

teaching program, Point Park University will apply the candidate's credit earned through the Coursework to the traditional online program's coursework requirements.

By submitting this waiver, the candidate agrees to and acknowledges the following:

1. I am applying to the Point Park University's ABCTE Program **prior** passing the Exams.
2. I am allowed to take the Exams a maximum of three (3) times in order to earn a passing score.
3. If I do not earn a passing score on both of the Exams by my third attempt, I am not eligible to seek the Certificate through the ABCTE Program.
4. If I do not earn a passing score on both of the Exams by my third attempt, I can apply to Point Park University's online Master's Program and follow a traditional path to Certification.
5. I will pay Point Park University all tuition and fees related to the Coursework upon receipt of my bill. I acknowledge that: (a) my failure to earn a passing score on either of the Exams within three attempts; or, (b) my withdrawal, departure, or dismissal from the ACBTE Program or Coursework will not result in a refund of any tuition or fees paid to Point Park University.
6. **I understand the risks associated with beginning the Coursework prior to successfully obtaining a passing score on the Exams. I voluntarily and knowingly assume and accept these risks. I acknowledge that I am solely responsible for any injury, loss, or damage resulting from: (a) my failure to earn a passing score on either of the Exams within three attempts; or, (b) my withdrawal, departure, or dismissal from the ACBTE Program or Coursework.**
7. **I am choosing to begin the Coursework prior to successfully obtaining a passing score on both the Exams, despite the risks associated with doing so. I agree to remise, release, and forever discharge Point Park University, its Board of Trustees, officers, employees, agents, students, and volunteers ("Releasees") from all liability, actions, causes of action, suits, judgments, claims, and demands that may arise from: (a) my failure to earn a passing score on either of the Exams within three attempts; or, (b) my withdrawal, departure, or dismissal from the ACBTE Program or Coursework. FURTHER, I FOREVER WAIVE ANY CLAIM FOR DAMAGES ARISING FROM (A) MY FAILURE TO EARN A PASSING SCORE ON EITHER OF THE EXAMS WITHIN THREE ATTEMPS; OR, (B) MY WITHDRWAL, DEPARTURE, OR DIMSMISSAL FROM THE ACBTE PROGRAM OR COURSEWORK.**
8. I will not institute any action or suit at law or in equity against the Releasees, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action against the Releasees for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury resulting from: (a) my failure to earn a passing score on either of the Exams within three attempts; or, (b) my withdrawal, departure, or dismissal from the ACBTE Program or Coursework.
9. I will defend, indemnify and hold harmless the Releasees from any third-party claim, damage, liability, injury, expense or loss, including, but not limited to, reasonable attorney fees, by reason of any suit, claim, demand, judgment or cause of action, initiated any

other person, arising out of: (a) my failure to earn a passing score on either of the Exams within three attempts; or, (b) my withdrawal, departure, or dismissal from the ACBTE Program or Coursework.

10. In the event that I bring suit against the University, the prevailing party shall be awarded reasonably attorneys' fees and expenses.
11. In no event shall either party be liable to the other for any consequential damages (including without limitation, loss of earnings), special, exemplary, or punitive damages, however caused.
12. If any provision of this waiver is deemed invalid or unenforceable by law, the provision will be changed and interpreted, if possible, to accomplish the intent of the provision within the constraints of the law, or if not possible, the provision will be stricken from the waiver. The remaining provisions of the waiver will remain in full force and effect.
13. This waiver shall be governed by the laws of the Commonwealth of Pennsylvania, regardless of the choice of law provisions of Pennsylvania or any other jurisdiction. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in the Court of Common Pleas of Allegheny County, Pennsylvania, or the United States District of Pennsylvania. I hereby waive any and all objections to jurisdiction or venue of these courts, whether on the ground of inconvenient forum or otherwise.

INTENDING TO BE LEGALLY BOUND, I execute this agreement as of the date written below.

Candidate's Signature: _____

Date: _____