



ABCTE Program Financial Responsibility Agreement

(Please Type or Print)

Name: _____ (**"Candidate"**)

Area of Certification (Exactly as it appears from ABCTE) _____

Home Address: _____

City: _____ **State:** _____ **Zip Code:** _____

WHEREAS, Point Park University offers a Pennsylvania Department of Education (PDE) – recognized program to obtain a Pennsylvania Instructional 1 Certificate ("Certificate or Certification") through the American Board of the Certification of Teacher Excellence's online program ("ABCTE Program").

WHEREAS, the Commonwealth of Pennsylvania requires candidates for Certification through the ABCTE Program to complete two graduate level courses and a sixty (60) day mentoring program through Point Park University ("Coursework").

WHEREAS, Candidate desires to enroll at Point Park University to complete the Coursework.

THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Point Park University ("University") and the Candidate, intending to be legally bound, hereby covenant and agree to the following:

- 1. Service Requirements.** The Candidate shall enroll in the University's ABCTE Program and thereafter the University shall provide the Candidate with educational services consistent with the applicable portions of the most current Point Park University Graduate Course Catalog and Point Park University's Student Handbook both of which are available upon request and incorporated into this Agreement (the "Services").
- 2. Warranties and Representations.** The University represents, warrants and agrees that all Services will be provided (i) in accordance with this Agreement; (ii) in accordance with applicable federal, state, and local laws and regulations; (iii) in accordance with the industry standards applicable to the University; and, (iv) in accordance with American Board and Commonwealth of Pennsylvania requirements to achieve the Certification.
- 3. Payment.** The University shall provide the Candidate with a detailed bill containing an itemized list of all applicable fees and costs due to the University for payment by the Candidate prior to the beginning of the Coursework. Applicable fees and costs include, but are not limited to, mentoring fee, University tuition, and University technology fees. Candidate shall pay the total amount due pursuant to the bill prior to the due date listed on the bill.
- 4. Outstanding Accounts.** Candidate acknowledges and agrees that the University shall place a hold on their student account and will not release the Candidate's transcript, certification documentation, or other documents until the Candidate meets all payment obligations hereunder.
- 5. Force Majeure.** With the exception of Candidate's payment obligations hereunder, in the event that either party is unable to perform its obligations under this Agreement as a result of a Force Majeure, neither party will be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean any cause which is beyond the control of either party.

6. **Governing Law and Dispute Resolution.** This Agreement 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 solely in the Court of Common Pleas of Allegheny County, Pennsylvania, or the United States District Court for the Western District of Pennsylvania. The Candidate hereby waives any and all objections to jurisdiction or venue of these courts, whether on the ground of inconvenient forum or otherwise.
7. **Attorney's Fees.** The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. If the University retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, the Candidate will pay all expenses incurred by the University in such collection efforts.
8. **Notice of Non-Discrimination.** It is the University's policy not to discriminate on the basis of race, color, national origin, sex, age, religion, ancestry, disability, veteran, sexual orientation, genetic information, marital status, caregiver status or familial status in the administration of any of its educational programs, activities, or with respect to employment of admissions to the University's educational programs and activities.

The Candidate shall comply with this policy. Inquiries regarding these regulations, policies, or complaints of discrimination should be referred to the Human Resources Officer, telephone number (412) 392-3952. Inquiries regarding Title IX and the Title IX regulations should also be referred to the Sr. VP, Academic and Student Affairs, the Director of Title IX or deputy coordinators, the Human Resources Officer, or the Dean of Students.

9. **Severability.** If any provision of this Agreement is declared invalid or unenforceable by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement; rather, this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.
10. **Waiver.** No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein. Any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing and executed by the waiving party.
11. **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 duly executed by the Candidate and the University. This Agreement may be executed in counterparts.

INTENDING TO BE LEGALLY BOUND, the Candidate has executed this Agreement as of the date written below.

Candidate Name (printed): _____

Candidate Signature: _____

Date: _____