

Teach-Out-Agreement_Point Park

Teach Out Agreement
between
UNIVERSITY OF THE ARTS
and
POINT PARK UNIVERSITY

Point Park University, an institution of higher learning accredited by Middle States Commission on Higher Education (MSCHE), located at 201 Wood Street, Pittsburgh PA 15222, and the University of the Arts (“UArts”), an institution of higher learning accredited by the Middle States Commission on Higher Education (MSCHE) through May 31, 2024, and the National Association of Schools of Music (“NASM”), located at 320 S. Broad Street Philadelphia, PA 19102, are entering into this Teach-Out Agreement effective (subject to Section 1 below) as of June 4, 2024 (the “Agreement”).

Notifications and disclosures to UArts constituents and community regarding the Middle States Commission on Higher Education adverse action against the University of the Arts have been made as instructed by MSCHE. Information about the adverse action and closure of the University is on the [UArts website](#).

This Agreement provides for the equitable treatment of current UArts students and a reasonable opportunity for these students to complete their undergraduate or graduate studies at Point Park University. The programs of study covered under this Agreement are as follows:

UArts Undergraduate Program Title

BFA, Animation
BFA, Creative Writing
BFA, Film
BFA, Film & Animation
BFA, Graphic Design
BFA, Interaction Design
BFA, Photography
BFA, Screenwriting
BFA, Theater Design and Technology

Equivalent Program Title

BFA, Animation
BA, Creative Writing
BFA, Cinema Arts: Cinema
BFA, Cinema Arts: Animation
BFA, Graphic and Interactive Design
BFA, Graphic and Interactive Design
BFA, Photography
BFA, Screenwriting
BFA, Theatre

UArts Graduate Program Title

Educational Technology, Med

Equivalent Program Title

Educational Technology, Med

It is expressly understood that Point Park University’s status as a teach-out partner for the programs subject to this Agreement has been determined to be in the best interests of UArts students. Among other things, the parties have determined that Point Park University has the necessary experience, resources, and support services to provide an educational program that is of acceptable quality for those programs for which it is registered with, or for which Point Park

University will seek and obtain approval (provisional or otherwise) from, the Pennsylvania Department of Education, and such programs are reasonably similar in content, structure, and scheduling to that provided by UArts. Moreover, Point Park University is geographically proximate to UArts (the program(s) described above will be offered at Pittsburgh campus facilities located at 201 Wood Street, Pittsburgh PA 15222, such that UArts' students pursuing their academic studies at Point Park University will not be required to relocate a significant further distance to access programs and services than they already had to attend UArts.

In view of the foregoing, Point Park University and UArts agree to the following:

1. **Effectiveness Subject to MSCHE Approval.** This Agreement will become effective when UArts notifies Point Park University that its Board of Trustees has determined to terminate the above-referenced program(s); provided, however, that the terms of this Agreement are subject in all respects to approval by MSCHE and NASM.
2. **Term.** The obligations pursuant to this Agreement for a teach-out shall terminate when all UArts students transferring to Point Park University pursuant to this Agreement have graduated from Point Park University, have failed to be continuously enrolled at Point Park University, or four years from the date of this Agreement, whichever comes first.
3. **Point Park University's Responsibilities.**
 - a. There will be no admission application fees or new student enrollment fees for UArts students transferring to Point Park University through this teach-out Agreement.
 - b. Point Park University will accept currently enrolled UArts students in good academic standing at UArts who chose to transfer pursuant to this Agreement. Details of the transfer may differ on a student-by-student basis, but the general principles shown below will be followed for such students:
 1. Point Park University will accept all earned credit (inclusive of those credits earned at UArts and those credits awarded by UArts based on UArts' completed evaluation of applicable credit).
 2. If UArts accepted a grade, the earned grade will be accepted by Point Park University regardless of whether it is lower than Point Park University's regular requirements.
 3. If a UArts student has completed all of the General Education requirements for UArts, they are viewed as having completed all the General Education requirements for Point Park University regardless of the grade.
 4. Point Park University will suspend its residency requirement for UArts students transferring under this Agreement.

- c. For the purpose of this Agreement, "*Cost of Attendance*" shall be defined as tuition and fees normally assessed a student carrying the same academic workload as determined by Point Park University, costs for rental or purchase of any equipment, materials, or supplies required of all students in the same course of study, and fees assessed for room and board. Cost of Attendance for UArts students transferring to Point Park University under this Teach-Out Agreement will be based on Point Park University's approved amounts; provided, however, that such Cost of Attendance will be no greater than the Cost of Attendance that these students would have incurred had they been able to continue their education at UArts. UArts students will be eligible for scholarships, waivers, or administrative deductions through Point Park University in amounts no less than such scholarships, waivers, or deductions received from UArts for the 2023-2024 academic year.
- d. UArts transfer students transferring to Point Park University under this Agreement will be treated by Point Park University in an equitable manner and will be provided with academic, administrative, and student support services and assistance to ease their transition from UArts to Point Park University and during their academic experience at Point Park University.
- e. Upon matriculation to Point Park University, former UArts students will be afforded the same care and consideration provided to all other Point Park University students.
- f. Point Park University will accept all UArts credits but credits from non-UArts schools will be evaluated on their merits.

4. UArts' Responsibilities.

- a. As and to the extent permitted by the Family Educational Rights and Privacy Act, referenced in Section 5 below, UArts shall:
 - 1) provide Point Park University with a list of potential transfer students as soon as practicable;
 - 2) transmit to Point Park University all student educational records and all other related information necessary for Point Park University to comply with its obligations under this Agreement, excluding records for those students who have elected to enroll in an institution other than Point Park University;
 - 3) promptly provide Point Park University with an official copy of the transcript and a complete copy of the admissions, academic, conduct, and financial records for all current UArts students electing to transfer to Point Park University;

- 4) provide Point Park University with any list related to UArts' students which Point Park University shall reasonably request, including, but not limited to, lists of students who have (1) applied to UArts, (2) been admitted to UArts, or (3) have deposited funds with UArts' or signed up for classes for the upcoming academic period; and
 - 5) make arrangements with appropriate third parties to transfer grants if financial aid is involved. If such arrangements cannot be completed, students should be fully informed.
- b. UArts shall direct all inquiries about the opportunity to transfer to Point Park University to such office or web address as Point Park University will designate.
 - c. UArts shall provide UArts students with guidance respecting their financial aid standing so they may evaluate their opportunities to transfer to Point Park University.
 - d. All records to be provided by UArts to Point Park University shall be in digitized form which is readily searchable and cataloged by specific academic year or term. These records for transfer students shall be treated in a manner consistent with Point Park University's policies for maintaining transfer student records.

5. Miscellaneous.

- a. Point Park University's Representations and Warranties. Point Park University represents and warrants to UArts that it is not subject to any one of the following conditions: (i) Point Park University has a going concern, adverse opinion, or a finding of material weakness by an independent auditor; (ii) Point Park University is on probation or equivalent status; (iii) Point Park University is participating in Title IV of the Higher Education Act of 1965 ("HEA") under a provisional participation agreement; (iv) the Secretary of the U.S. Department of Education ("Secretary") has placed Point Park University on heightened cash management; (v) the Secretary has initiated an emergency action against Point Park University to limit participation in any Title IV, HEA program; (vi) an agency has acted to withdraw, terminate or suspend the accreditation or pre-accreditation (candidate status) of Point Park University; (vii) Point Park University intends to cease operations entirely; (viii) a state licensing or authorizing agency will or has revoked Point Park University's legal authorization; or (ix) Point Park University is under investigation, subject to an action, or being prosecuted for an issue related to academic quality, misrepresentation, fraud, or other severe matters by a law enforcement agency.
- b. FERPA and GLBA. In course of dealings between the parties, and in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission's implementing regulations) and the Family Education Rights and Privacy Act of 1974, each party represents, warrants and covenants that it is capable of maintaining appropriate safeguards for non-public personal financial information, student education records, and other protected information ("Protected Information") relating to students to which all parties involved in

this Agreement will be provided access. Protected Information shall be held in confidence and may only be used/accessed for the purposes set out in this Agreement. Each party will protect such Protected Information in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information. As between the parties, UArts shall obtain any necessary consents from students in order for Point Park University to obtain the student information specified in Section 8 above.

- c. Non-Discrimination. Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, national origin, sex, sexual orientation, disability, religion, personal appearance, marital status, family status, family responsibilities, political affiliation, or any other basis protected by applicable Federal, State and/or Local laws.
- d. Further Assurances. Following the date hereof, each party agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to accomplish the purposes of this Agreement and to prepare and file such documents, notices, and disclosures that may be required by applicable law.
- e. Construction. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the Commonwealth of Pennsylvania, without giving effect to provisions thereof regarding conflict of laws.
- f. Entire Agreement; Amendment. This Agreement, including the instruments and agreements executed in connection herewith, contain all of the terms, conditions, representations and warranties agreed upon by the parties relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties hereto, oral or written, respecting such subject matter. This Agreement shall not be amended or modified except by an agreement in writing duly executed by the parties.
- g. Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns but will not be assignable or delegable by any party without the prior written consent of the other party. Any purported assignment without such consent shall be void.
- h. Counterparts; Deliveries. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the

same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

UNIVERSITY OF THE ARTS

By: 
[NAME] JAMES GRADY
[TITLE] MANAGING DIRECTOR

6/7/2024
Date

POINT PARK UNIVERSITY

By: 
Dr. Michael Soto
Provost

June 5, 2024
Date