

CARLOW

U N I V E R S I T Y

Devoted to the Future of You.

ARTICULATED CREDIT AGREEMENT

This ARTICULATED CREDIT AGREEMENT (hereinafter "Agreement") is made and entered into on this 31 day of JULY, 2024 ("Effective Date") by and between CARLOW UNIVERSITY with a principal business office located at 3333 Fifth Avenue, Pittsburgh, PA 15213 (hereinafter referred to as "CARLOW"), and Pittsburgh Public Schools located at 341 S. Bellefield Avenue, Pittsburgh, PA 15213 (hereinafter referred to as the "SCHOOL") (each singularly referred to as a "Party" and together referred to as "Parties").

WHEREAS, the SCHOOL desires to offer to its students academic curriculum leading to articulated credit as offered by CARLOW;

WHEREAS, this Agreement is intended to establish a relationship between CARLOW and the SCHOOL which allows for articulated credit to be awarded contingent on the student's matriculation into a degree-seeking program at CARLOW.

WHEREAS, an ARTICULATED CREDIT Agreement is required for a SCHOOL to be eligible for funding and grant applications, and

NOW, THEREFORE, in exchange for the promises and mutual covenants set forth herein, and intending to be legally bound, CARLOW and SCHOOL agree as follows:

1. Ratification and Modification – This Agreement contains the entire agreement of the parties hereto with respect to the subject matter contained herein and supersedes any and all prior agreements or understandings between CARLOW and the SCHOOL with respect to the subject matter hereof, including without limitation, any prior articulated credit agreements. This Agreement may only be amended in writing signed by the parties hereto.
2. Articulated Credit Eligibility and Registration
 - a. SCHOOL will make available articulated credit curriculum ("Curriculum") equivalent to CARLOW's academic standards and its approved curriculum to SCHOOL students ("Student" or "Students").
 - b. Curriculum will be taught at the SCHOOL by SCHOOL-employed education professionals or teachers.

- c. For Students to be eligible and qualify for the Articulated Credit, the SCHOOL will rely upon the following criteria:
 - i. Student enrollment and successful completion of the SCHOOL's identified and approved Articulated Credit Curriculum.
 - ii. Satisfactory postsecondary placement test scores as determined by the SCHOOL.
 - iii. Satisfactory results of nationally available achievement tests or other standardized tests included in the participating SCHOOL's local assessment system.
 - iv. Satisfactory progress toward fulfilling applicable secondary school graduation requirements as determined by the SCHOOL.
 - v. Student status as a senior, junior, or accelerated sophomore or first-year high school student based upon ability and demonstrated readiness as determined by SCHOOL.
 - vi. The determined criteria established by the SCHOOL for student participation in the Curriculum.

- d. Students who meet the qualifying requirements as outlined in this Agreement shall be granted articulated credit at CARLOW.
 - i. Student will have completed the identified and approved Curriculum with a 3.0 grade point average on a weighted 4.0 scale and an overall high school final grade point average of 2.75 on a weighted 4.0 scale.
 - ii. Student must complete and meet entry requirements for a degree-seeking program at CARLOW. Students scoring below the required score on any entrance exams or placement tests may be required to enroll in developmental or remedial courses prior to being accepted into the related CARLOW program of study.
 - iii. Student must notify CARLOW of participation in Articulated Credit Agreement and provide all documentation, including, but not limited to SCHOOL transcript for review and granting of Articulated Credit(s) upon application for degree-seeking program at CARLOW.
 - iv. Student must enter into a degree-seeking program at CARLOW within three (3) years of completion of SCHOOL Curriculum and/or high school graduation. A longer time frame may result in no credit(s) or require review and approval by CARLOW academic official(s).
 - v. The grade for Articulated Credit(s) will be posted as "TR" (indicating a transferred credit) on a CARLOW transcript. Credit completion is awarded but will not reflect on CARLOW cumulative grade point average.
 - vi. Granting of articulated credit(s) will be of no charge to the Student.
 - vii. No Articulated Credit(s) will be granted if matriculation into a degree-seeking program at CARLOW does not occur. Articulated Credit(s) may be non-transferrable to other colleges, universities, or other institutions.

- e. CARLOW and the SCHOOL will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. The SCHOOL is responsible to provide any necessary and required academic accommodation for Students enrolled in Educational Pathway Program courses taught at the SCHOOL.

3. Articulated Credit Evaluation

- a. Curriculum shall be evaluated by CARLOW and subject to approval for Articulated Credit before being offered by the SCHOOL.
- b. The SCHOOL shall submit proposed course material for review by CARLOW. Articulated Credit approval will be granted for Curriculum that meet CARLOW's academic standards and approved curriculum.
- c. Curriculum must be nonremedial.
- d. Curriculum shall be offered by the SCHOOL in a wide variety of courses including, but not limited to, core academic subjects.
- e. Curriculum, as offered to Articulated Credit Students, shall be identical to those offered when Students are not enrolled, including identical curriculum, assessments, and instructional materials.
- f. The Curriculum must enforce prerequisite coursework requirements identical to those enforced for the course when Students are not enrolled.
- g. A list of Articulated Credits for the Curriculum offered by the SCHOOL will be provided upon approval by CARLOW.
- h. Should the SCHOOL and/or instructor seek revisions or changes to approved resources, textbooks, course materials, and/or course standards after Curriculum course material review and Articulated Credit approval, the SCHOOL must notify CARLOW at least three (3) months before any proposed changes to allow CARLOW to review and consider the proposal.
- i. The SCHOOL must notify CARLOW at least three (3) months before any change(s) to approved SCHOOL-employed education professionals or teachers to allow CARLOW to review SCHOOL-employee's qualifications.

4. Minimum Performance Criteria

- a. Curriculum will be granted toward high school graduation requirements in accordance with the graduation and grading policies of the SCHOOL.
- b. Letter grades, using the SCHOOL grading scales, will be granted by the SCHOOL, which may include '+' or '-' marks.
- c. Grade appeals for Curriculum, if made by Student, will be addressed and decided between SCHOOL, the SCHOOL Instructor, and the Student.
- d. Should a change in CARLOW's academic requirements change after the Student begins the approved SCHOOL Curriculum but before Student matriculates into CARLOW, a credit review and approval of credits by CARLOW academic official(s) may be required.

5. Articulated Credit Curriculum Adjunct Instructor Employment, Qualification, Selection, and Evaluation

- a. No employment relationship exists between CARLOW and the SCHOOL or the SCHOOL's faculty, staff, administration, or other employees.
 - i. It is acknowledged and understood that, unless otherwise agreed upon by the parties in writing, the SCHOOL's professional faculty will serve as instructors for Articulated Credit Curriculum as offered under this Agreement ("Articulated Credit Adjunct Instructors").
 - ii. All SCHOOL employees assigned to teach Articulated Credit Curriculum will be employed solely by the SCHOOL, and the SCHOOL will be responsible for the payment of all wages and compensation due to its employees.
 - iii. As employees of the SCHOOL, all Articulated Credit Adjunct Instructors will be covered under the SCHOOL's benefit programs, including but not limited to the SCHOOL's Worker's Compensation, Disability and General Liability insurance coverages, and will not be covered by any CARLOW benefit programs.
 - iv. SCHOOL employees that teach the Curriculum will be compensated according to the SCHOOL's normal procedures and contractual requirements. Any additional compensation that the SCHOOL elects to or is required to pay to its employees by virtue of such assignment shall be the sole responsibility of the SCHOOL and shall not be eligible for reimbursement from, credit, or payment by, CARLOW.
- b. The SCHOOL employee approval and compliance.
 - i. The SCHOOL shall submit a resume or curriculum vitae of any proposed instructor(s) for review by CARLOW.
 - ii. SCHOOL instructor(s) must meet CARLOW's qualifications of adjunct faculty. Adjunct faculty at CARLOW are required to have their master's degree, with reasonable exception as determined by appropriate academic official(s).
 - iii. Approved SCHOOL instructors will be granted the status of Concurrent Enrollment Adjunct Instructor with CARLOW.
 - iv. SCHOOL will ensure that approved Articulated Credit Adjunct Instructors have met and passed acceptable national criminal background checks. SCHOOL will maintain all criminal record checks and child abuse clearances and recertification requirements under applicable law, including as required by the Pennsylvania Child Protective Services Law, 23 Pa. CSA. §6344 a.1.
 - v. Articulated Credit Adjunct Instructors shall follow the CARLOW approved curriculum, including instructional materials, tests, examinations, and assessment tools approved by CARLOW.

- vi. Articulated Credit Adjunct Instructors will submit all required reporting documents to CARLOW and the SCHOOL, including but not limited to verified class rosters, student attendance reports, progress reports, course registrations, course syllabi, and letter grades by deadlines set by CARLOW.
- vii. Articulated Credit Adjunct Instructors will be provided with the same CARLOW credentials as Concurrent Enrollment Adjunct Instructors, which is access to CARLOW academic and program resources virtually and on CARLOW's campus in Pittsburgh, Pennsylvania ("campus" or "on-campus"). Credentials will include, but are not limited to, a CARLOW email account, CARLOW Identification, library access, and on-campus programming. Articulated Credit Adjunct Instructor status does not establish an employment relationship with CARLOW, or any benefits, salary, or other compensation.
- viii. CARLOW will provide professional development opportunities for Articulated Credit Adjunct Instructors throughout the term of this Agreement. Professional development is offered on a first-come, first-served basis. Additional requests for professional development may be made by the SCHOOL but are not guaranteed. The SCHOOL will allow time for its Articulated Credit Adjunct Instructors to participate in professional development opportunities provided by CARLOW, as appropriate.
- ix. The SCHOOL agrees to provide an administrative contact for the Articulated Credit Curriculum to assist in dissemination of information with Articulated Credit Adjunct Instructors, SCHOOL administrators, staff, students, and families. Any information shared from CARLOW will not be shared outside the SCHOOL without prior written approval from CARLOW.
- x. The SCHOOL agrees to immediately notify CARLOW, in writing, of an instructor change if an Articulated Credit Adjunct Instructor takes an approved or unapproved leave of absence, medical leave, personal leave, sabbatical or other leave for longer than four (4) consecutive weeks, or is terminated, disciplined, or suspended with or without pay, at any time during the instruction of an approved CHS course. Upon receipt of written notification, CARLOW will evaluate and determine whether the instructor change meets CHS course and faculty qualification criteria and approval requirements. If a proposed instructor change is not approved by CARLOW, concurrent enrollment approval will be withdrawn and CARLOW will provide guidance to registered students, directly or through SCHOOL, regarding the potential for course withdraw, course drop, and refund options.

6. Term and Termination

- a. This Agreement will commence as of the Effective Date and will continue through the 2025-2026 academic year ("Initial Term") unless terminated earlier in

accordance with paragraphs 6.b. or 6.c. below. Upon mutual written agreement, the Parties may renew this Agreement for additional terms without limitation (“Renewal Term”).

- b. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to the other Party, provided that such termination will not take effect until after the Articulated Curriculum of the current academic year has been completed and at least ninety (90) days prior to the start of new Articulated Curriculum courses offered through SCHOOL.
- c. CARLOW may terminate this Agreement with immediate effect by delivering written notice of the termination to the SCHOOL, if the SCHOOL directly or through its Articulated Credit Adjunct Instructors, fails to perform, has made or makes any inaccuracy in its performance, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of thirty (30) calendar days after CARLOW delivers notice to the SCHOOL reasonably detailing the breach. If the Agreement is terminated hereunder, CARLOW will be relieved of all of its obligations hereunder including but not limited to those to the SCHOOL, Articulated Credit Adjunct Instructors, and enrolled students.

7. Notice

a. For CARLOW
Interim Provost
3333 Fifth Avenue
Pittsburgh, PA 15213

For SCHOOL
Superintendent
341 S. Bellefield Avenue
Pittsburgh, PA 15213

8. Relationship of the Parties. The relationship of the Parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary, employment, or other relationship is created by this Agreement or shall be deemed or construed to exist by reason thereof. Neither Party shall have the authority to contract for or bind the other in any manner, other than as strictly delineated within this Agreement.
9. Compliance with Laws. Each Party represents and warrants to the other that it shall at all times comply with all applicable federal, state, and local statutes, ordinances, rules and regulations in connection with its performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and all federal, state and local laws prohibiting discrimination in connection with the provision of educational programs and services.
10. Indemnification and Hold Harmless. Subject to and with full reservation of any immunities and/or limitation of liability afforded by applicable law, each Party agrees to defend, indemnify and hold harmless the other Party from and against any and all claims, damages, costs, and expenses, including but not limited to reasonable attorney's fees, arising out of the performance of this Agreement, but only to the extent caused by the negligent or reckless acts or omissions, or willful misconduct of the other Party, including their agents, servants, and employees, from whom indemnification is sought hereunder. To the fullest extent permitted by law, each Party, for itself, its agents, and employees, expressly waives any and all immunity or damage limitation provisions available under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law otherwise would bar or limit the amount recoverable by the other Party, or its agents and employees, under this indemnity provision.
11. Consequential Damages; Force Majeure. Neither Party shall be liable to the other for any consequential, special, or incidental damages arising out of a breach of or failure to perform this Agreement. Upon written notice to the other Party, neither Party shall be liable for delay in performance of any obligation under this Agreement to the extent caused by any act of God, act of governmental authority, failure of transportation facilities, strikes or work stoppages, fires, floods, riots, acts of war or terrorism, pandemic, public health emergency, or any similar extreme causes beyond the reasonable control of such Party.
12. Ownership of Materials. CARLOW curricula, courses, catalogues, and other materials used in instruction represent protected Intellectual Property of CARLOW and shall not be

used, copied, or distributed by SCHOOL, its employees, or instructors without the prior written permission of CARLOW. This Section 12 shall survive the expiration or termination of this Agreement.

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.
14. Entire Agreement: Non-Assignment. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings, agreements or promises between the Parties with respect thereto. Neither Party may assign, subcontract, or sublet this Agreement or its performance hereunder, in whole or in part, without the prior written consent of the other Party. In the event of any conflict between the terms of this Agreement and any prior agreement, exhibit or attachment incorporated herein, the terms of this Agreement shall govern.
15. Modification: Counterparts. This Agreement may not be amended, revised, or modified except in a writing duly executed by each of the Parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date written below.

CARLOW UNIVERSITY

PITTSBURGH PUBLIC SCHOOLS

BY: _____

BY: Angela E. Mike

Dr. Matthew Gordley
Interim Provost

Ms. Angela Mike
Executive Director, Career and Technical
Education

Date: _____

Date: 07-31-2024



Devoted to the Future of You.

ARTICULATED CREDIT AGREEMENT ADDENDUM

This document is to serve as the approved articulated credits awarded through the Articulated Credit Agreement between CARLOW UNIVERSITY and PITTSBURGH PUBLIC SCHOOLS. Credits are awarded specific to each degree-seeking program at CARLOW listed below.

Bachelor of Arts in Early Childhood Education (PreK-4)

EC 200 Child Development Birth-age 9 – 3 credits

EC 201 Orientation to Early Childhood Education – 3 credits

EC 207 Play as Learning – 3 credits

EC 311 Infant/Toddler Program – 3 credits

TOTAL ELIGIBLE CREDITS – 12