

## RMU IN THE HIGH SCHOOL ENROLLMENT AGREEMENT BETWEEN ROBERT MORRIS UNIVERSITY AND WEST ALLEGHENY SCHOOL DISTRICT

This is an Agreement dated as of February 1, 2024 and between Robert Morris University ("RMU"), located at 6001 University Boulevard, Moon Township, PA 15108, and West Allegheny School District ("School"), located at 205 West Allegheny Road, Imperial, PA 15126 to offer RMU in the High School courses subject to the terms and conditions set forth below.

## The parties agree as follows:

- Course Titles and Numbers (the "Courses") will be taught by the high school teachers listed in Appendix A ("the Appointed Teacher") with approval from the applicable RMU Department Head (the "Department Head"), of the Department, also listed in Appendix A. Appendix A may be updated from time to time without need to amend this Agreement, provided any new Appointed Teacher teaching the Course complies with Paragraph 5, below.
- 2. For pre-existing courses that the School offers to its students through other institutions of higher education, RMU agrees to recognize as equivalent those courses listed in Appendix B (if applicable). Courses recognized as equivalent will be accepted for credit at RMU provided students earn a minimum grade of "C" as determined by the institution issuing the grade and credit. RMU requires a transcript evaluation for all non-RMU college coursework taken by the student in order to award credit to a student who is enrolling at RMU.
- 3. Students at the School who successfully complete the School's courses listed in Appendix A, Column "F. Corresponding Course" will receive three (3) or four (4) college credits per course and a letter grade for the Course at RMU listed in Appendix A, Column "A". The School agrees to assign letter grades according to the Robert Morris University Grading Scale, which follows:
  - A 93-100%; A- 90-92%; B+ 87%-89%; B 83%-86%; B- 80-82%; C+ 77-79%; C 70-76%; D 60-69%; F Below 60%.
- 4. Three-credit introductory courses consist of 45 hours of lecture and four-credit courses consist of 45 hours of lecture and 15 hours of lab.
- 5. The Course materials shall meet the standards and requirements developed by the Departments for these Courses, including use of the departmental syllabi, which are

contained in Appendix C, and required textbook, which are listed in Appendix A. Prior to beginning a Course, the School shall provide RMU with its Course syllabus. All lecture sessions will be taught at the School by the Appointed Teacher, or such other School teacher as from time to time may be appointed by School and approved by RMU as the Course instructor. The School shall provide in Appendix D the names, work addresses, emails, and a list of assigned RMU in the High School Courses for all Appointed Teachers listed in Appendix A. All Appointed Teachers shall have attained a Master's degree, at a minimum, unless otherwise approved by RMU and possess content knowledge/teaching experience. All Courses taught within the Education department require the Appointed Teacher to have early childhood education or special education PDE certification. If School assigns co-teachers for a Course, at least one appointed teacher must meet the above criteria.

- 6. The Appointed Teachers, or such other School teacher (pursuant to Section 5 above), will teach the Courses on the School's premises. Appointed Teachers will provide a roster of all students who are taking the Course for RMU credit via email to registrar@rmu.edu within three weeks of the start of the Course. The Appointed Teacher, or any other School teacher who is teaching the Course will not: (i) receive any financial compensation or other benefits from RMU; (ii) be considered an employee of RMU; (iii) have any express or implied right of authority to assume or create any liability, obligation or responsibility on behalf of or in the name of RMU; or (iv) receive any workers' compensation or unemployment insurance coverage from RMU. At all times the Appointed Teacher shall remain an employee of the School, and the School shall provide evidence of general liability and workers' compensation insurance coverage to RMU.
- 7. The School shall permit RMU faculty and / or students to participate in one (1) Course session at the School, on a date to be mutually agreed upon.
- 8. School shall bring all students enrolled in the RMU in the High School Courses outlined in Appendix A to RMU's campus for an 'RMU Experience Day' that RMU will organize and facilitate each semester the RMU in the High School Courses run. For those students unable to attend, RMU will offer additional opportunities to participate in the programming. Within fifteen business days of the start of each semester that a Course runs, RMU and School shall agree upon the date of the RMU Experience Day.
- 9. RMU prohibits 9th and 10th grade students from taking any of the courses listed in Appendix A for college credit. RMU may, in its sole discretion, permit 9th and 10th grade students to participate in certain Courses listed in Appendix A for college credit, provided RMU agrees to do so prior to the respective Course's start.
- 10. Prior to the beginning of a Course, School shall inform all interested enrollees and their parents that the Course fee under this Agreement is \$250/student. Within three weeks of the beginning of a Course, School shall provide RMU with the names of all enrolled students. RMU shall invoice the School for the Course fee, which is \$250/student. The

invoice shall be due and payable to RMU within 30 days of the School receiving the invoice.

- 11. In exceptional circumstances, the School may request that RMU provide an individualized mechanism for the student and/or their parent/guardian to directly pay the \$250 Course fee to RMU...
- 12. The Course fee described above is due and payable in order for a student to receive RMU-credit for the Course.
- 13. The School will be responsible for the safety of all students if they are transported to and from the RMU campus.
- 14. The School's students will comply with RMU's Code of Student Conduct, and other safety rules and regulations while on RMU's campus. Students who violate this part of the Agreement may, at RMU's discretion, be dropped from the program.
- 15. Within one week of the end of the School's academic year, the Appointed Teacher for the course shall provide to the RMU Registrar's Office via email to <a href="registrar@rmu.edu">registrar@rmu.edu</a> the appropriate grade for each student for inclusion in the students' transcripts. Such grade shall reflect the student's proficiency in the course and be based on the RMU grading scale (see section 3 above). Students can securely access electronic or print transcripts showing RMU credits and grades earned through the National Student Clearinghouse for a fee paid directly to the third party company.
- 16. As a result of successfully completing the Course at the School, the School's students will have completed the requirements for credit for the corresponding course at RMU. Other than as set forth in this Agreement, the students in the Course shall not be considered to be RMU students and shall not be entitled to any of the services or use of the facilities at RMU, other than to the extent that such services and facilities are available for use to and by the general public.
- 17. The School agrees to work cooperatively with RMU Department Heads and/or designated faculty liaisons to review course expectations in advance of the start of the course and to ensure curriculum fidelity and assessment requirements. The School also agrees to work cooperatively with the RMU Provost's Office, Department Heads, and/or designated faculty liaisons to administer RMU outcomes assessments in courses at RMU's direction.
- 18. The School agrees to promptly notify RMU in the event that it receives notice that a short-term or long-term substitute teacher will need to be retained to replace a previously approved instructor of a course listed in the above table, and provide qualifications of the proposed substitute instructor to RMU for review and approval.

- 19. Nothing expressed or implied in this Agreement is intended to confer, nor shall confer, any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.
- 20. Neither RMU nor the School may assign this Agreement in whole or in part without the prior written consent of the other party.
- 21. This Agreement shall become effective as of the last signature date set forth below. This Agreement may be terminated by either party, with advance written notice of ninety (90) days; provided, however, if the notice of termination is given prior to the end of RMU's fall or spring semester, then the termination date shall be, at the end of such applicable semester.
- 22. The School shall indemnify and hold harmless RMU including, without limitation, its agents, directors, officers, employees, invitees, guests, and / or Trustees from and against all claims, losses, costs, damages, and expenses (including, without limitation, attorneys' fees) relating to injury or death of any person or any damage to real or personal property whether the above result from or arise in connection with 1) any breach by the School, its student(s), or faculty of any provision of this Agreement; 2) School's use or occupancy of RMU through its student(s) or faculty; or 3) any negligent act or omission by School's student(s),faculty, employees, and/or agents. This section shall not apply to any loss or action resulting from the gross negligence of RMU or its agents, employees, directors, officers, invitees, guests or trustees.
- 23. School will ensure that all teachers participating in this program will have all background checks and clearances mandated by the Pennsylvania Department of Education (the "PA DOE"), including without limitation PA Act 33 (Child Abuse Clearance), PA Act 34 (Criminal History Clearance), and PA Act 73 (FBI National Criminal History Background Check Fingerprinting), and any other clearances that may be mandated by the PA DOE from time to time.
- 24. Both RMU and the School shall comply with their respective obligations under Section 504 of the Americans with Disabilities Act.
- 25. This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be binding upon the parties until reduced to writing and signed by both parties.
- 26. Each party must receive the consent of the other Party prior to any use of the other Party's name, logos, images, mark, symbol, trademarks for publicity or advertising. Each Party will receive the prior consent of the other Party before issuing any press release, event, sign, or other publicity concerning this Agreement; such consent will not be unreasonably withheld or delayed.

27. Any notices required to be sent under this Agreement shall be sent by regular or first-class mail to the following addresses:

If to School:

Dr. Jerri Lynn Lippert Superintendent West Allegheny School District PO Box 55 Imperial PA, 15126

If to RMU:

Robert Morris University 6001 University Boulevard Moon Township, PA 15108

Attn: Dr. Jill Kurp

With a copy to: Robert Morris University

6001 University Blvd Moon

Township, PA 15108

Attn: Office of General Counsel

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth below.

West Allegheny School District	
By: Signature	Date:
Dr. Jerri Lynn Lippert Superintendent West Allegheny School District PO Box 55 Imperial PA, 15126	
ROBERT MORRIS UNIVERSITY	
By: Signature	Date:
Dr. Jill Kurp	

Dr. Jill Kurp Chief Academic Outreach & Impact Officer Robert Morris University 6001 University Boulevard Moon Township, PA 15108