

TEACH-OUT AGREEMENT  
BETWEEN  
PITTSBURGH TECHNICAL COLLEGE  
AND  
PENN COMMERCIAL BUSINESS/TECHNICAL SCHOOL

This Teach-Out Agreement (“Agreement”), dated April 22, 2024, is by and between Pittsburgh Technical College, a Pennsylvania for-profit educational corporation, and Penn Commercial Business/Technical School, a Pennsylvania not-for-profit educational corporation, each a “Party” and collectively referred to as “the Parties”.

WHEREAS, Pittsburgh Technical College is developing specific plans for providing appropriate and reasonable ways for its students to pursue their education in the event that Pittsburgh Technical College’s determines voluntarily to close or its degree granting authority and/or ability to receive disbursement of financial aid is circumscribed or curtailed by the actions of the Middle States Commission on Higher Education, the Pennsylvania Department of Education, or the United States Department of Education.

WHEREAS, one option for a school which has determined to close or has ceased to have degree granting authority is for it to enter into a teach-out agreement with another accredited institution that will provide reasonable avenues for affected students to pursue their education.

NOW, THEREFORE, the Parties agree as follows:

Consistent with regulatory and accreditation requirements for a teach-out, the Parties agree that Penn Commercial Business/Technical School is a teach-out partner for those Pittsburgh Technical College programs which have been determined by both Parties to align with current Penn Commercial Business/Technical School offerings (which programs are identified in the Appendix to this Agreement) and programs for which Pittsburgh Technical College is able to obtain appropriate regulatory approval to extend pursuant to the teach-out (collectively, the “Teach-Out Programs”). It is expressly understood that Penn Commercial Business/Technical School’s status as a teach-out partner for the Teach-Out Programs has been determined to be in the best interests of Pittsburgh Technical College’s students by Pittsburgh Technical College. Penn Commercial Business/Technical School has the necessary experience, resources and support services to provide an educational program that is of acceptable quality for those Teach-Out Programs for which it is registered with, or which Penn Commercial Business/Technical School 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 Penn Commercial Business/Technical School. In particular, with respect to the Teach-Out Programs, Penn Commercial Business/Technical School:

1. Is geographically sufficiently proximate to Pittsburgh Technical College such that many of Pittsburgh Technical College students in pursuing their academic studies at Penn Commercial Business/Technical School will not be required to relocate a significant further

distance to access programs and services than they already had to attend Pittsburgh Technical College.

2. Is accredited by Penn Commercial Business/Technical School and both Parties are regulated by the Pennsylvania Department of Education (“PADOE”).

As much as is practically feasible, the Parties shall work together to coordinate the efficient and effective transfer of Pittsburgh Technical College students who choose to apply for admission to Penn Commercial Business/Technical School in the Teach-Out Programs.

Penn Commercial Business/Technical School agrees:

- a. Pittsburgh Technical College students in the Teach-Out Programs will be considered as transfer students.
- b. Pittsburgh Technical College transfer students in the Teach-Out Programs will be treated in an equitable manner and will be provided with academic, administrative, and student support services and assistance to ease their transition from Pittsburgh Technical College to Penn Commercial Business/Technical School and during their academic experience at Penn Commercial Business/Technical School.
- c. Upon matriculation to Penn Commercial Business/Technical School, students in Teach-Out Programs who transfer to Penn Commercial Business/Technical School will be afforded the same care and consideration provided to all other Penn Commercial Business/Technical School students.
- d. To the extent not inconsistent with this Agreement, all students who transfer from Pittsburgh Technical College to Penn Commercial Business/Technical School in the Teach-Out Programs shall be treated in accordance with Pennsylvania State law and Penn Commercial Business/Technical School policy related to the process and procedures observed related to transfer students. Penn Commercial Business/Technical School will waive admission application fee for students applying through this teach-out agreement.
- e. All students admitted to the Teach-Out Programs and in good academic standing at Pittsburgh Technical College will be eligible for admission to a similar program at Penn Commercial Business/Technical School. Penn Commercial Business/Technical School is available, upon request, to provide transfer students with assistance to assure they have information regarding the requisite qualifications.
- f. Penn Commercial Business/Technical School’s obligations under this Agreement do not extend to any matters not explicitly covered by this Agreement. Penn Commercial Business/Technical School assumes no responsibility for any issues or matters associated with Pittsburgh Technical College’s operations, closure, disposition of assets, financial aid responsibilities, debt of any kind or other currently existing or potential financial obligations, legal requirements related to closure or any other matters in any form whatsoever associated with Pittsburgh Technical College’s operations and/or closure.

- g. Penn Commercial Business/Technical School will undertake its obligations described herein at no cost to Pittsburgh Technical College.
- h. For the first academic year students are being taught out under this Agreement (the “Initial Year”), Penn Commercial Business/Technical School agrees to offer Pittsburgh Technical College transfer students admitted to Penn Commercial Business/Technical School in accordance with this Agreement tuition up to the tuition that they would have paid to Pittsburgh Technical College for that academic year.
- i. Students applying through this teach-out agreement will be eligible, upon application, to receive scholarships and financial aid, including need-based grants, available through Penn Commercial Business/Technical School that, as funds allow, relatively matches the net cost received from Pittsburgh Technical College for the 2023 – 24 academic year. To apply for all aid available through Penn Commercial Business/Technical School, incoming students must file the Free Application for Federal Student Aid (FAFSA). After submitting the FAFSA and a review by the Financial Aid Office, students will receive notification of their respective financial aid awards. Students will also be eligible to apply for undergraduate level federal and state aid (e.g., Pell, PHEAA).
- j. Penn Commercial Business/Technical School will accept all earned credit (inclusive of those credits earned at Pittsburgh Technical College and those credits awarded by Pittsburgh Technical College based on Penn Commercial Business/Technical School’s completed evaluation of applicable credit). Penn Commercial Business/Technical School does not guarantee that credits will be applicable to specific programs.

Pittsburgh Technical College agrees:

- a. Pittsburgh Technical College will provide a list of potential transfer students as soon as practicable.
- b. Pittsburgh Technical College shall promptly transmit to Penn Commercial Business/Technical School all student educational records and all other related information necessary for Penn Commercial Business/Technical School to comply with its obligations under this Agreement, except for those students who have elected to enroll in an institution other than Penn Commercial Business/Technical School.
- c. To schedule opportunities for Pittsburgh Technical College students to become familiar with transfer opportunities and requirements at Penn Commercial Business/Technical School.
- d. To provide Pittsburgh Technical College students with guidance respecting their financial aid standing so they may evaluate their opportunities to transfer to Penn Commercial Business/Technical School.
- e. To 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.
- f. Subject to any restrictions identified in Pennsylvania or federal law or guidelines, promptly provide Penn Commercial Business/Technical School with an official copy

of the student's transcript and a complete copy of the student's admissions, academic, conduct, and financial records for all current students electing to transfer to Penn Commercial Business/Technical School.

- g. To direct all inquiries about the opportunity to transfer to Penn Commercial Business/Technical School to such office or web address as Penn Commercial Business/Technical School will designate, additionally, Pittsburgh Technical College shall provide Penn Commercial Business/Technical School with any list related to Pittsburgh Technical College's students which Penn Commercial Business/Technical School shall reasonably request including, but not limited to, lists of students who have (1) applied to Pittsburgh Technical College, (2) been admitted to Pittsburgh Technical College, or (3) have deposited funds with Pittsburgh Technical College or signed up for classes for the upcoming academic period.
- h. To make arrangements with another institution and/or with the Pennsylvania Department of Education or other appropriate agency for keeping student records of those current students who do not elect to transfer to Penn Commercial Business/Technical School.
- i. All records to be provided by Pittsburgh Technical College to Penn Commercial Business/Technical School shall be in digitized form which is readily searchable and cataloged by specific academic year or term.

**PROGRAMS OF STUDY:** The certificate, associate and baccalaureate programs of studies included under this Agreement and current estimated enrollments at Pittsburgh Technical College as of the time of this Agreement are delineated in the following table. Penn Commercial Business/Technical School will develop advising guides to clearly communicate degree requirements and course equivalencies to students.

Pittsburgh Technical College Program Title	Program Award	Penn Commercial Business/Technical School Equivalent Program	Students Enrollment (As of the Time of Agreement)
Computer Aided Drafting - concentration in Architectural Engineering Technology	AS	Computer Aided Drafting & Design, AST	20
Computer Aided Drafting - concentration in Mechanical Engineering Technology	AS	Computer Aided Drafting & Design, AST	16
Practical Nursing	Certificate	Practical Nursing, Diploma	22

**EFFECTIVE DATE AND TERMINATION:** This Agreement will become effective after the *Middle States Commission for Higher Education* and the *Pennsylvania Department of Education* have expressed their respective approvals of its terms, when Pittsburgh Technical College decides to dissolve, or when Pittsburgh Technical College loses its ability to be eligible for financial aid or award degrees. The obligations pursuant to the Agreement for a teach-out shall terminate when



all Pittsburgh Technical College students accepted by Penn Commercial Business/Technical School pursuant to this Agreement have graduation from Penn Commercial Business/Technical School, have failed to be continuously enrolled at Penn Commercial Business/Technical School, or two years from the date of this Agreement, whichever comes first.

**MISCELLANEOUS:**

- a. The provisions of this Agreement, which supersedes all prior drafts, agreements and understandings, oral and written, and shall be governed in all respects, including as to validity, interpretation and effect, but the laws of the State of Pennsylvania. This Agreement may be executed in one or more counterparts (including by means of facsimile or portable document format (pdf), each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. No Party hereto may waive, modify, or assign its rights or obligations hereunder, without the prior written consent of the other Party hereto. This Agreement shall insure to the benefit of the Parties hereto and their respective permitted successors and assigns.
- b. The Parties agree to exclusively submit any dispute under this Agreement to binding arbitration before the American Arbitration Association in Pennsylvania before a panel of three arbitrators, with the costs of such arbitration shared equally between the Parties but each Party bearing its own attorney's fees.
- c. **Confidentiality and Data Protection.** Both Parties agree that personal information shall be maintained in a confidential manner and shall not be released to any third party without the prior consent from the other Party or as otherwise permitted by applicable law. In the course of dealings between the Parties, each Party represents warrants and covenants that it is capable of maintaining, and that it shall at all times maintain: appropriate safeguards for non-public personal financial information, student education records, and other protected information ("Protected Information") relating to students. Upon student request and authorization academic information will be provided to Penn Commercial Business/Technical School and/or Pittsburgh Technical College. Protected Information shall be held in confidence and may only be used and accessed in furtherance of the purposes set out in the Agreement. Each Party will protect such Protected Information in accordance with generally accepted commercial standards and no less rigorously that it protects its own confidential information of a similar nature. Both Parties agree to comply with all applicable data protection laws in processing and transferring Protected Information pursuant to this Agreement. Pittsburgh Technical College shall be responsible for all necessary notices and consents to collect, process, and transfer Protected Information to Penn Commercial Business/Technical School. The Parties agree to amend this Agreement as necessary to comply with applicable data protection laws.

- d. **FERPA.** 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 not only be used/accessed for the purposes set out in the 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.
  
- e. **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, especially as protected by all applicable Federal, State and Local laws in the United States.
  
- f. **Force Majeure.** Neither Party shall be liable for failure to perform any duty or obligation under this Agreement if such failure is occasioned by reason of Force Majeure; *provided*, however, that the non-performing Party shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause. Force Majeure shall mean fire, earthquake, hurricane, flood or other natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the Parties.

**APPROVAL:** The Parties identified below agree to the provisions and terms of this Agreement.

PITTSBURGH TECHNICAL COLLEGE  
School

Penn Commercial Business/Technical




Alicia Harvey Smith, Ph.D, President

Mr. Robert Bazant, President

Date: 4/29/2024

Date: 4-22-2024