Dual Enrollment

This Agreement is entered into, and by and between the Agora Cyber Charter School (hereinafter referred to as the "School District") and Pennsylvania Western University (hereinafter referred to as "PennWest"). This Agreement sets out the terms and conditions of the Dual Enrollment program offered by these institutions in accordance with Article XVI-B of the Public-School Code (hereinafter "Program").

The University and the School District do hereby agree to the following:

1. Term

It is agreed that this Agreement will be in effect as of the date of the last signature, for a period of one year. It will be renewed automatically for additional one-year terms, up to a maximum term of five years, unless formally terminated pursuant to this Agreement.

2. Dual Enrollment Committee

The Dual Enrollment Committee appointed for the term of this Agreement is comprised of the following individuals:

Dr. James Fisher	Interim Provost and Vice President for Academic Affairs, PennWest University
Dr. Bob Mehalik	Associate Provost, and Graduate Dean, PennWest University
Dr. Timothy Stevenson	Associate Dean, College of Education, Arts, and Humanities, PennWest University
Ms. Ayla Stopko	Assistant Director of Admissions, Undergraduate Admissions, PennWest University
Richard Jensen	Chief Executive Officer, Agora Cyber Charter School
Anne Butler	Chief Academic Officer, Agora Cyber Charter School
Kristin Thatcher	College and Career Coordinator, Agora Cyber Charter School

3. Student Eligibility

A. Students who meet all of the following criteria are qualified to participate in the program:

a. The student is a high school junior or senior.

b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the School District. The School District will determine satisfactory progress based on grades and credits completed, GPA, and SAT scores.

c. The student demonstrates readiness for college-level coursework in the intended subject area of study, as determined by the University. The University will determine readiness based on the home high school recommendation and required prerequisites.

d. Students must maintain good standing in their School District as outlined in the code of conduct according to School District policy. Disciplinary actions per the School District code of conduct will also impact continued participation in the Dual enrollment program.

B. Students that do not meet the criteria listed under section A may be permitted to enroll in Dual Enrollment courses if they meet the following alternative criteria and receive appropriate approval from both the University and the School District:

a. Case by case review by home school principal or school counselor using grades, curriculum, PSSA scores, and success in core curriculum courses.

b. Students who are in the 10th grade may participate in the program as long as the following criteria are met:

Standardized test scores, Gifted Individual Education and Evaluation Reports, Guidance Counselor or School Psychologist recommendation regarding social maturity and academic readiness are submitted to the University admissions office prior to enrollment in college courses through Dual enrollment.

C. In order to remain in this program, the student must maintain a university minimum cumulative grade point average (GPA) of 2.00 at the University.

D. Upon receipt of an earned grade of D or lower in a dual enrolled course at PennWest, the student will discontinue with further dual enrollment courses until they re-take the same course and receive a grade of C or higher. Repeat exceptions must be approved through the Registrar's Office.

E. The student, while enrolled in any University course, shall comply with its academic policies and requirements. However, the applicable academic policies/degree requirements in effect for the student will be as they exist at the time of the student's enrollment into the program.

F. The student while enrolled in a University course shall comply with its discipline policies and requirements. These policies will be communicated through the online policy manual and course syllabus.

G. Students will be given the option to attend Dual Enrollment entry level courses on the

University Campuses (California, Clarion, or Edinboro) or online. The course availability will be determined on a semester basis and provided to school administrators and school counselors.

4. Courses offered

The following criteria apply to all courses covered by this Agreement:

A. The courses are non-remedial.

B. The courses fulfill General Education requirements.

C. The courses, as offered to Dual Enrollment students, are identical to those offered when Dual Enrollment students are not enrolled, including the use of an identical curriculum, assessments and instructional materials.

D. The courses enforce prerequisite coursework requirements identical to those enforced for the courses when Dual Enrollment students are not enrolled.

E. The courses shall be offered in accordance with the terms of this Agreement and Article XVI-B of the Public-School Code.

F. Courses offered must appear in the University catalog.

Courses shall be offered in accordance with the terms of this Agreement and Article XVI-B of the Public-School Code.

Location: PennWest California, Clarion or Edinboro campus, or online, as determined by course availability.

Instructor: To be determined based on course availability.

Cost:

Dual Enrollment student will be responsible for:

a. Tuition:	$75 per credit
b. Fees:	Including their tuition tech fee and transcript fee (if transcript is needed)
c. Books:	Cost varies by semester and course

5. Student Courses/Credit

In order to successfully complete a course listed in this Agreement, students must earn a minimum grade point average of 2.0 in each course.

The School District may award credit for and recognize courses that are successfully completed under this Agreement as fulfilling graduation requirements.

The University will award postsecondary credit for students who successfully complete courses identified in this Agreement. The University will transcript this credit in a manner similar to other students who take a course at this institution. If a Dual Enrollment student becomes a regularly enrolled student at the University following graduation from secondary school, the University shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

6. Promotional material

The University and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for Dual Enrollment to parents and students.

7. Additional Administrative Responsibilities

The following will be responsible for the tasks listed below:

A. Registration: School District administration in cooperation with the University.
   a. Student will have course listed on their schedule at School District.
   b. Student will be simultaneously registered at the University.

B. Record Keeping: The University will maintain records during each year students enroll directly at the University.
   a. Number of students applied, accepted, and enrolled
   b. Courses taken

C. Fiscal Transactions: Student invoicing for tuition and fees will consist of a process involving the University, and the families. Students will receive an invoice directly to their online student portal.

D. The University will provide students with information on how to access academic support for Dual Enrollment classes.

E. The University will provide library privileges to Dual Enrolled students.

F. The University will require signed releases from the students to provide grades to the home school and parent.

G. University course instructors shall acquire all required background checks pursuant to Pennsylvania and federal law, including but not necessarily limited to: (1) criminal history record information report from the Pennsylvania State Police; (2) a child abuse certification from the Pennsylvania Department of Human Services; and (3) a federal history record information report obtained by submitting a full set of fingerprints to the FBI, as so required by Act 153 of 2014 and Act 15 of 2015 and any other applicable law.

H. University course instructors shall not be considered to be employees or independent contractors of the School District by virtue of their involvement with the program.

I. In the event a student with an I.E.P. or Section 504 plan, the School District's Director of Pupil Services and the University's Office of Accessibility Services will coordinate necessary accommodations.

8. FERPA

All institutions recognize that they are bound to comply with the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment) in the administration of student records and personal information for individuals enrolled in their institutions through this Agreement.

9. Notification of Communication

The University will regularly communicate regarding changes to admission and candidacy requirements, curriculum requisites, third party standards for accreditation and licensure, as well as any other relevant issues. Institutions agree to communicate the conditions of this agreement to their respective stakeholders, external and internal. In addition to the ongoing responsibilities for notification, communication and cooperation established herein, the University will review this agreement every academic year and will make reasonable adjustments and amendments as deemed appropriate for the improvement of the transfer process and student matriculation to graduation.

10. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

11. Liability and Insurance

Neither of the Institutions shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the Institutions do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the Pennsylvania State System of Higher Education or the University.

The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Finance and Risk and Management of the Pennsylvania Department of General Services. This program covers Commonwealth/ University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa. C.S.A.§§ 8521, et

seq.

12. Notice

In the event of breach or suit, the following will be served with notice via first class mail or overnight commercial carrier:

School District:

Agora Cyber Charter School
1018 W. 8th Ave.
King of Prussia, PA 19406

University:

Legal Notices: Vice President of Finance
PennWest University of Pennsylvania
250 University Ave.
California, PA 15419

Programmatic Notices: Office of the Provost
PennWest University
250 University Ave.
California, PA 15419

13. Force Majeure

Institutions shall have liability for any failure to perform or delay in performance due to any circumstance beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance problems, acts of God and the like.

14. Accreditations

Implementation and interpretation of this agreement will be consistent with applicable and mandatory policies and procedures established by the appropriate accreditation bodies, the United States Department of Education, and other agencies that have jurisdiction over the operation of either institution. Institutions shall maintain their respective individual accreditation and this agreement shall be binding only so long as that accreditation is maintained by both parties. Both agree to notify the other in the event of changes to their accreditations.

15. Termination Provision

This Agreement shall be effective upon execution by all parties and all necessary Commonwealth officials. Parties may terminate this Agreement for any reason with ninety (90) days written notice. Either party may terminate this Agreement in the event of substantial breach. Should the School District or the University terminate this

Agreement, all students enrolled under the Agreement at the time of termination, may continue under the terms of this Agreement to complete their registered classes.

16. Modification

This Agreement shall only be modified in writing with the same formality as the original Agreement.

17. Relationship

The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

18. Third Party Beneficiaries

This agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.

19. Non-Discrimination

The Parties agree to continue their respective policies of nondiscrimination based on Applicable Law, including Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and the Americans with Disabilities Act. The School District agrees to cooperate with the University in any investigation of an allegation of discrimination and to report any known incident in which the University Student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University.

20. Binding Signatures

For the purpose of this Agreement, a copy of the party's original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.

21. Entire Agreement

This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

Signature Page

For the School District:

Richard Jensen, Chief Executive Officer
Agora Cyber Charter School

3/7/2025
Date

For PennWest University:

James D. Fisher, JD, PhD
Interim Provost and Vice President for
Academic Affairs

3/10/2025
Date