DUAL ENROLLMENT AGREEMENT

THIS AGREEMENT is entered into this day between Indiana University of Pennsylvania hereinafter referred to as "the University" and Agora Cyber Charter School, hereinafter referred to as "the District", a public school under the laws of the Commonwealth of Pennsylvania.

The University is an institution of higher education (IHE) of the State System of Higher Education of Pennsylvania. The Legislature has determined by Act 188 of 1982 that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost. The mission of the State System of Higher Education is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System. Certain students in the District may benefit from the opportunity to take classes offered by the University. The University wishes to develop a Dual Enrollment program to recruit outstanding students to the University study body. The District also wishes to make certain undergraduate courses offered by the University available to the students of the District.

THEREFORE, the District and the University desire to describe the features, purposes, and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement; and this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02-A: Tuition.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto mutually agree as follows:

I. General Terms

1. The District will determine, on a student-by-student basis, the suitability of courses for the District's students who wish to enroll in the course.
2. Students selected by the district for enrollment in on-campus or online courses will be enrolled as non- degree students at the University. To aid the enrollment of the District's students, the District will provide the documentation necessary to the enrollment without cost. Each student will have to apply each semester for non-degree status. The application will include a high school transcript, registration form, mid-term grade release, and official transcript release form. Students selected by the District may enroll in on campus, online, or both courses under this Agreement during both the academic year and the summer as non-degree students on a space available basis.
3. Should a student from the District wish to become a fully matriculated undergraduate student upon graduation from high school they must follow the normal application process. Although successful completion of university level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to a regular status or to any major. Tuition reductions described in paragraph five would not apply once a student enrolls in the university outside of the parameters of this Agreement and he or she would be obligated to pay the standard tuition rate.

4. Background Clearances
The Pennsylvania Child Protective Services Law requires an IHE's employees to obtain Pennsylvania State Police Criminal Background Check (SP-164), Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report), and Pennsylvania Child Abuse History Clearance (CY-113) if they have direct contact with secondary students under the age of 18.2 This includes college instructors teaching in a high school as well as college instructors teaching high school students on the college campus. The IHE is responsible for ensuring that IHE faculty teaching coursework under an agreement have the required clearances.

5. Students may obtain transcripts of their coursework from the Registrar in the normal manner.

6. The University will provide the District's students with a reduced tuition rate for on-campus enrollment. The student will be responsible for the balance of the tuition and fees. Fees for on-campus courses are defined on the University web site. The reduced tuition rate for on-campus courses will be 25 % of the regular in-state tuition (subject to a space available basis). The reduced tuition rate will apply only to students of the District. The University's normal refund policy will apply in case of withdrawals.

7. Students registered as non-degree students at the University under this Agreement will have the same rights, privileges, and responsibilities as other non-degree students, including the right to a student ID, use of the library, and other academic resources. All University policies and procedures, including but not limited to, academic policies and student discipline policies shall apply.

8. The Organization 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 Risk and Insurance 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.

II. Mutual Terms and Conditions

1. The term of this Agreement will be five (5) years from the date of the final signature below. Either the University or the Organization may terminate this agreement with ninety (90) days' notice. In the event of a substantial breach, either party may terminate this agreement. Should the Organization wish to terminate the agreement prior to the completion of a semester/term, any student enrolled under the terms of this Agreement will have the opportunity to complete their IUP field experience.

2. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title VII of the Civil Rights Act of 1964 in regard to sex, race, color, national origin, and religion, Title IX of the Education Amendments of 1972 in regard to sex and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Organization agrees to cooperate with the University in its investigation of claims of discrimination or harassment.

3. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
4. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this agreement with each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
5. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this agreement. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
6. This Agreement represents the entire understanding between the parties. This agreement shall only be modified in writing with the same formality as the original Agreement.

The authorized representatives of the parties have executed this agreement as of the date indicated below.

Indiana University of Pennsylvania		Agora Cyber Charter School	
Lara Luetkehans	4/13/2023	Anne M. Butler, Ed.D.	4.13.2023
Dr. Lara Luetkehans Provost and VPAA	Date	Authorized Signature	Date
		Anne M. Butler, Ed.D., Chief Academic Officer Print Name/Title	

EFFECTIVE DATE OF AGREEMENT is the date of last signature.

"Template approved for form and legality, January 2023"