Agreement to Participate in the Early College Program
at Montgomery County Community College

This Agreement, entered as of October 1, 2023 ("Effective Date"), is by and between Montgomery County Community College ("Montco") and the Agora Cyber Charter School ["the High School"]. Montco and the High School hereinafter shall be referred to as the "Parties."

Background

WHEREAS, early college programs offer the following benefits:

- Prepares students for the academic rigors of college by exposing them to an intense curriculum that research has found to promote baccalaureate degree attainment.
- Lowers the cost of postsecondary education for students by enabling them to earn transferable college credit while still in High School and shortening their time to degree completion.
- Provides students with first-hand experience with the academic and social skills that they will need to succeed in college through their participation in college-level courses.
- Provides curricular options for students, should the High School wish to offer a wider variety of electives.
- Reassures parents of their student's ability to handle college-level work and assume academic responsibilities.
- Promotes a healthy and productive interaction between the High School and Montco.
- Provides for enhanced High School - community relations and for enhanced College - community relations.

WHEREAS, Montco and the High School desire to partner to provide an Early College program, where qualified high school students can enroll in college courses during their high school experience.

Terms of Agreement

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties intending to be legally bound hereby agree as follows:

1) Definitions

a) Dual Enrollment. Enrolling in a College credit course(s) as a high school student.

b) Concurrent Enrollment. Enrolling in a College credit course or courses and using the course or courses only for college credit. No credit towards meeting high school course requirements or electives is granted by the High School.

c) Dual Credit. The student is enrolled in Montco and High School and receives transcript credit for the course(s) both at Montco and the High School.

d) Dual Enrollment Student. An academically capable high school student who is at least fifteen years of age and meets the pre-requisites for Montco course(s) he/she wishes to take and uses these courses for both high school and college credit.

e) Dual Credit Instructor – College. A College faculty member who teaches college credit courses on site at the High School.

f) Dual Credit Instructor - High School. A High School teacher who meets the requirements of Montco to teach in the discipline and is approved by Montco to teach a Dual Credit course.

g) College Faculty Liaison. A College faculty member who agrees to serve as liaison for the High School faculty member teaching a Dual Credit course, under the procedural guidelines that follow.

h) Dual Credit Courses. Dual Credit courses are jointly selected from Montco's catalog.

2) **Location.** Courses will be taught by college faculty at the College or online.

3) **Admissions and Placement**

a) Age Requirements**.** The High School student must be 15 years old or older. Exceptions may be made for certain high-achieving students.

b) Permission Requirements. The participating student must submit a signed Release Form (signed by parent/guardian and student) with registration form.

c) Academic Requirements**.** The High School student must meet Montco's criteria for dual enrollment, have the approval of the High School Principal or Guidance Counselor, and meet all College prerequisites for the classes intended for enrollment.

d) Prerequisite Requirement. Students enrolled in the Dual Credit program are required to meet course prerequisites.

4) **Student Eligibility.** Students who meet all the following criteria are qualified to participate in the program:

a) The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the High School. The High School will determine satisfactory progress-based criteria such as credits earned, attendance, and discipline record.

b) The student has demonstrated readiness for college-level coursework in the intended subject of study, as determined by Montco. The student must meet course prerequisites, as required for each course.

5) **Student Credit**

a) To successfully complete the course(s) listed in this Agreement, the minimum passing grade is a D. However, many colleges and universities require that students earn a C or better to transfer credit.

b) The High School will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling high school graduation requirements.

c) Montco will award postsecondary credit to students who successfully complete courses identified in this Agreement as identified above. Montco will transcript this credit in a manner identical to other students who take a course at this institution. If a Dual Enrollment student

becomes a regularly enrolled student at Montco following graduation from the High School, Montco 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) **Administration**

a) The Montco Program Manager of Educational Partnerships, under the supervision of the Executive Director of Educational Partnerships and the Vice President Pottstown Campus & Educational Partnerships shall oversee the entire Dual Credit Program. Dual Enrollment contact information is available in Exhibit C.

b) Students will be entitled to receive College ID cards and have full access to all College services, resources, and facilities.

c) High School students enrolled as Dual Enrollment students shall be listed as Dual Enrollment Non-Degree students.

d) Montco will provide orientation information to be distributed to the students. A supplemental on-campus orientation may also be provided to introduce the students to Montco's resources and facilities.

e) Students enrolled in the Early College program shall be bound by all of Montco's Policies and Procedures, including Montco Withdrawal Policy and the Academic Code of Ethics.

f) Placement testing: If requested by the high school, Montco will arrange onsite placement testing at the high school. A separate document with requirements for onsite placement testing will be provided to the high school at the time of the request.

g) Registration: The student is responsible for completing their registering for the course(s). Special arrangements may be made by Montco to do on-site registration at the High School with the permission of the High School Principal.

h) Fiscal Transactions: The High School has arranged for third party billing as detailed in Exhibit A.

i) Grade Reports: The High School may request progress reports and final grades from the Dual Enrollment Office at Montco.

7) **Responsibilities of Montco**

a) Advertise the opportunity to take Early College courses at Montco online to qualified students and their parents/guardians.

b) Ensure that students who apply for Early College courses meet the Early College qualifications.

c) Advise students with disabilities that they need to contact Montco's Office of Services for Students with Disabilities if they wish to request accommodation letters.

d) Provide the appropriate documentation attesting that the student has the approval of the High School to participate in the Early College program.

e) Advise students taking online classes that industry best practice recommends students to have time in their high school schedule allocated to working on the online course.

f) Assign occasional monitoring of online students by high school representative.

8) **Responsibilities of the High School**

   a) Advertise the opportunity to take Early College courses at Montco online to qualified students and their parents/guardians.

   b) Ensure that students who apply for Early College courses meet the Early College qualifications.

   c) Advise students with disabilities that they need to contact Montco's Office of Services for Students with Disabilities if they wish to request accommodation letters.

   d) Provide the appropriate documentation attesting that the student has the approval of the High School to participate in the Early College program.

   e) Advise students taking online classes that industry best practice recommends students to have time in their high school schedule allocated to working on the course.

   f) Assign occasional monitoring of students by high school representative.

9) Pricing and Billing. Pricing and billing for this agreement is set forth on Exhibit A**.**

10) **Term and Termination**

   a) This Agreement shall become effective as of the Effective Date and shall continue in effect until:

      i) June 30, 2024; or

      ii) Sooner terminated as hereinafter provided.

   b) Either Party may terminate this Agreement for any reason by providing the other Party with ninety (90) days written notice of its intention to terminate.

   c) If this Agreement is terminated as described above, and only if the High School is not in default as defined below, Montco will take all reasonable steps to ensure completion of any courses in-progress. Montco may ensure the completion of in-progress courses by providing such courses in on-site, online, and/or hybrid modalities. If this Agreement is terminated as described above, Montco will not offer or begin any new courses.

11) **Default**. The following events shall be considered "events of default":

   a) The failure of the High School to pay tuition or any other sum payable to Montco within thirty (30) days after the same shall become due and payable; or

   b) The failure to perform, violation, or breach by either Party of any of the terms or conditions hereof.

12) **Effect of Event of Default**. In the event of an "event of default" as defined above, the Party shall give the defaulting Party written notice of such default and, if the defaulting Party does not cure any such default within ten working (10) days after the giving of such notice (or if such default is of such a nature that it cannot be completely cured within the ten working (10) day period and the defaulting Party does not commence such curing within five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then the Party may terminate this Agreement on an additional five working (5) days written notice to the defaulting Party.

13) **Indemnification**. Each party agrees to indemnify and hold harmless the other party for any costs of defense (including legal fees) and any judgements because of any action or the alleged conduct of either party.

14) **Force Majeure**. In the event a Party's failure to perform any obligation under this Agreement shall be due to a Force Majeure such Party shall not be considered in default of such performance. In the event a Force Majeure renders the continued performance of this Agreement unfeasible, this Agreement shall be null and void, and the Parties shall have no further obligations under this Agreement. In addition, no Party shall be relieved of liability for failure of performance to the extent such failure shall be caused by it, due to causes arising out of its negligence or due to normal or remedial causes which it fails to remove to remedy within a reasonable period of time. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall give prompt notice of such fact to the other Party and shall exercise due diligence to remove such inability within a reasonable time period. Unless the Force Majeure renders the Agreement unfeasible, during the Party's inability to perform by reason of a Force Majeure, the other party's obligations under this Agreement shall be suspended. As soon as the party declaring Force Majeure is able to resume performance of its obligations, the Party shall give prompt notice to the other Party. A Force Majeure shall mean any event or circumstance beyond the control of and not the result of the negligence of, or caused by, a Party, including but not limited to failure or threat of failure of facilities, landslides, lightning, earthquake, storm, hurricane, flood, tornado, or other acts of God, fire or explosions, transportation accidents, epidemic, sabotage, riot, war, acts of public enemy and civil disturbance or disobedience, strike, lockout, work stoppages, and other industrial disturbances or disputes, or restraint by court order or other governmental authority.

15) **Notice**. Except as otherwise provided in this Agreement, all notices and other communications, which are to be given under this Agreement, shall be in writing and shall be sent by hand delivery, courier (including overnight delivery service such as FedEx or UPS), registered or certified mail, in all cases fees and postage prepaid, addressed to the Party to receive the notice or communication at the address identified above for such Party or such other address as such Party shall designate by notice to the other. All notices shall be addressed as follows:

<u>Montgomery County Community College</u>

Attn: Qadim Ghani
Vice President of Finance
340 Dekalb Pike Blue Bell, PA 19422

<u>Agora Cyber Charter School</u>

Attn: Dr. Anne Butler
Chief Academic Officer
1018 W. 8th Ave
King of Prussia, Pa 19406

16) **Data Privacy & Security**

a) <u>Data Privacy</u>. Each party shall maintain and comply with appropriate administrative, physical, and technical safeguards designed to (i) protect the other party's data and information, including Personal Information (defined below), shared in connection with providing products and services under this Agreement (collectively, "Customer Data") against accidental or unauthorized disclosure, access, acquisition, alteration, destruction, loss, or use, and (ii) provide a level of security appropriate to the risk represented by the processing and nature of the information to be protected. Each party shall have in place, and comply with, internal security and privacy policies and procedures designed to protect the security, confidentiality, and integrity of all Customer Data ("Organizational Measures"). Each party represents and warrants that it shall use at least the same degree of care that it employs with respect to its own proprietary or confidential information, but in no event less than a commercially reasonable degree of care, to avoid accidental or unauthorized disclosure, access, acquisition, alteration, destruction, loss, or use of Customer Data, including Personal Information (as defined below).

Each party represents and warrants it will contractually obligate its sub-processors and subcontractors that have access to Customer Data to implement data protection and security measures that are substantially similar and at least as protective as the Organizational Measures provided in this Section.

b) Personal Information. To the extent that the Customer Data contains "personal information" (or equivalent term or phrase as defined by applicable law) of an individual ("Personal Information"), each party is specifically prohibited from (i) using or processing the Personal Information for any purpose other than for the products or services provided under this Agreement; (ii) selling or sharing Personal Information with third parties; and (iii) re-identifying any Personal Information that has been de-identified. The recipient shall, to the extent required by law, honor any access or deletion request for Personal Information it receives and maintain reasonable security practices. Each party understands these requirements and will comply with them.

c) Security Incident. The party in receipt of Customer Data ("Recipient") shall promptly notify the party that disclosed the Customer Data to the Recipient ("Discloser"), but in no event more than 72 hours, after learning of actual or reasonably likely accidental or unauthorized disclosure, access, acquisition, alteration, destruction, loss, or use of Montco's Customer Data ("Security Incident"). In addition, the Recipient shall, at the Recipient's own cost and expense, promptly provide reasonable information about the Security Incident to the Discloser, reasonably cooperate in the Discloser's investigation of and response to such Security Incident and take steps to prevent a recurrence of any such Security Incident. Each party agrees that in the event of a Security Incident impacting the Discloser, the parties shall mutually determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or in its discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

d) Data Retention; Data Return. The High School shall only retain Montco Customer Data until the shorter of: (i) as long as the Customer Data is necessary for provision of the Services under this Agreement; or (ii) as required by applicable law or regulations. At Montco's election, made by written notice to the High School, the High School shall as soon as reasonably practicable: (i) return a complete copy of all Montco Customer Data under the High School's control to Montco in such format and manner requested by Montco; and (ii) delete all other copies or originals on all types of electronic media or in physical form of Customer Data, except to the extent the High School is required or authorized to retain such Customer Data pursuant to applicable law. In such cases, the confidentiality obligations and use restrictions in this Agreement shall continue to apply to such Customer Data, and including Personal Information, and/or copies so retained.

e) Liability. In addition to any other remedies available to Montco under the Agreement, law or equity, the High School will reimburse Montco in full for all costs incurred by Montco in investigation and remediation of any Security Incident caused in whole or in part by the High School or the High School's agent, representative, or subcontractor, including providing notification to individuals whose Personal Information was subject to the Security Incident and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personal Information exposed during the Security Incident could be used to commit financial identity theft; and the payment of legal fees, audit costs, forensic investigation fees, fines, and other fees imposed against Montco as a result of the Security Incident.

17) **License**

a) In General. Each Party grants to the other Party a nonexclusive, non-transferable, non-sublicensable, and revocable license to use certain “Company Trademarks” owned by the Parties solely in connection with this Agreement. "Company Trademarks" shall mean each Party’s trade names, marks, and logos specified in Exhibit B hereto; provided, however, that each Party, in its sole discretion from time to time, may change the appearance and/or style of the Company Trademarks or add or subtract from the list in Exhibit B, provided that, unless required earlier by a court order or to avoid potential infringement liability, each Party shall have 30 days' notice to implement any such changes. Each Party hereby acknowledges and agrees that

b) Company Trademarks are owned solely and exclusively by the respective Party.

c) Except as set forth herein, each Party has no rights, title, or interest in or to the other Party’s Trademarks.

d) Usage. The Parties acknowledge and agree that Company Trademarks will be used solely in the manner specified by the respective Party. The Parties further acknowledge and agree that the presentation and image of Company Trademarks should be uniform and consistent with respect to all services, activities, and products associated with Company Trademarks.

18) **Choice of Law and Venue**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, irrespective of any conflict of law provisions. Any action brought under this Agreement will be brought in the Eastern District Court of Pennsylvania or, in the alternative, in the Court of Common Pleas of Montgomery County, Pennsylvania.

19) **General Provisions**

a) Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.

b) This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the Parties hereto unless made in writing and signed by the Parties.

c) Each Party represents and warrants to the other Party that the person signing this Agreement has the full authority to do so.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as ofthe effective date set forth above.

Montgomery County Community College		Agora Cyber Charter School	
12.13.2023		12.04.2023	
Chae Sweet, Ed.D.	Date	Anne Butler	Date
Vice President of Academic Affairs and Provost		Chief Academic Officer	

EXHIBIT A

Finances and Course Locations Included in This Agreement

Finances

The high school has agreed to third party billing for students at the prevailing rate of one credit of tuition and fees for each 3 or 4 credit course, per student.

Course Locations:

- Eligible students are permitted to take courses at the following locations:
    - Central Campus, 340 Dekalb Pike, Blue Bell, PA 19422
    - Pottstown Campus, 101 College Drive, Pottstown, PA 19464
    - Online Campus

EXHIBIT B

Company Trademarks

MONTGOMERY
COUNTY COMMUNITY COLLEGE

MONTGOMERY
COUNTY COMMUNITY COLLEGE

MONTGOMERY
COUNTY COMMUNITY COLLEGE
DUAL ENROLLMENT

AGORA®
CYBER CHARTER SCHOOL

EXHIBIT C

Dual Enrollment Contacts

Name	Role	Organization	Phone Number	Email Address
General Inquiries	Dual Enrollment Information	Montgomery County Community College		DualEnrollment@MC3.edu MC3.edu/DE
Christine Morris	Program Manager of Educational Partnerships	Montgomery County Community College	610-718-1802	Cmorris@mc3.edu
Shannon Harley	Program Coordinator of High School Programs and Educational Partnerships	Montgomery County Community College		SHarley@MC3.edu