MEMORANDUM OF AGREEMENT
DUAL ENROLLMENT PROGRAMS

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Community College of Allegheny County, with a principal business office located at 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233 (hereinafter referred to as "CCAC" or "the College"), and the school district, career and technical center, or non-profit community based organization with an educational mission identified on the signature page below (hereinafter referred to as the "School"). The effective date of this Agreement is August 1, 2024.

WHEREAS, CCAC is able to make courses available to secondary schools and other educational organizations and their students; and

WHEREAS, School desires to make CCAC's courses available to its students on the terms set forth in this Agreement.

NOW, THEREFORE, in exchange for the promises and mutual covenants set forth herein, and intending to be legally bound, CCAC and School agree as follows:

1. <u>CCAC Dual Enrollment</u>.

CCAC will make courses available to the School's students.

A. In order to be eligible to enroll in a course, School's students must:

(1) Have their parents or legal guardians sign the CCAC application forms and related enrollment documents available on-line; and

(2) Meet all pre-requisites, placement and admission requirements established by CCAC for the course.

B. Credit hours and grades earned by School's students will become part of the enrolled student's official academic record at CCAC, and will be recognized in the same manner and to the same extent as credits earned by other students enrolled at CCAC. Although CCAC maintains articulation agreements with a number of four-year, degree-granting colleges and universities, CCAC cannot guarantee that credits earned at CCAC will be accepted for transfer by all colleges, universities or institutions.

2. <u>General Duties and Responsibilities of the School</u>.

A. Identify students for potential enrollment in CCAC Courses and direct and assist such students to complete CCAC's on-line Application for Admission and applicable registration forms.

B. Work cooperatively with CCAC to provide interested students with information regarding the transferability of credits earned at CCAC, and how to obtain confirmation of transferability from the specific institutions in which the student has interest.

C. Permit credit hours earned by students at CCAC to be counted towards the School's graduation requirements and/or other appropriate designations.

3. General Duties and Responsibilities of CCAC.

A. Register School students who complete CCAC's on-line Application for Admission and registration processes for CCAC Courses.

B. Provide enrolled students with access to services generally available to other CCAC students, including a CCAC student identification card and access to and usage of CCAC's academic support services and Student Life sponsored programs.

C. Provide student progress reports in the manner and form agreed upon by CCAC and the School.

D. Provide enrolled students with a grade for each course completed and maintain such grade as part of the student's official CCAC academic record.

E. Provide official CCAC transcripts, upon a student's request and payment of the applicable fee, to other colleges and universities. CCAC charges a $5.00 fee for official transcripts. The CCAC Community Class Reimbursement process may be followed for reimbursement of this cost.

F. Verify and confirm to the School that CCAC employees have obtained all criminal record and child abuse clearances required under applicable law, including as required by the Pennsylvania Child Protective Services Law, 23PA. C.S.A. § 5344(a.1)(2), and that all individuals assigned to such classes are not precluded from serving in such assignment under applicable law based on the results of such background checks and clearances.

4. Primary Contacts for Dual Enrollment.

Primary contacts for each of the parties hereunder are as follows:

For CCAC

Vice President for Enrollment Services
Community College of Allegheny County
808 Ridge Avenue

Pittsburgh, PA 15212

For School

Kristin Thatcher

kthatcher@agora.org

1018 W. 8th Ave.

King of Prussia, PA 19406

Unless otherwise designated in writing between the parties as provided herein, the parties' designated primary contacts shall also be designated to receive notices required by this Agreement, which will be deemed given when sent by registered or certified mail, postage prepaid and return receipt requested, to the addresses set forth above.

5. Tuition and Fees.

A. CCAC will invoice and bill enrolled students directly for all tuition and fees due hereunder.

B. Withdrawals and tuition refunds will be subject to and governed by CCAC's established policies and procedures. The School will reasonably assist CCAC to distribute and provide notice to students regarding CCAC's withdrawal and refund policies and procedures.

6. Term; Termination.

This Agreement will commence as of the date executed by each of the parties and will continue until terminated as provided herein. Either party may terminate this Agreement at any time, with or without cause, upon forty-five (45) days written notice to the other party; provided, however, that such termination will not take effect until after any DE Courses that are already in progress have been completed.

A. CCAC reserves the right to cancel any individual course or class section in the event of low or inadequate enrollment, provided that such determination is made prior to the first scheduled meeting date for the course or section.

7. Relationship of the Parties.

The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary, employment or other relationship is created by this Agreement or shall be deemed or construed to exist by reason thereof. Neither party shall have the authority

to contract for or bind the other in any manner, other than as may be strictly delineated within this Agreement.

8. Compliance with Laws.

Each party represents and warrants to the other that it shall at all times comply with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with its performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and all federal, state and local laws prohibiting discrimination in connection with the provision of educational programs and services.

9. Indemnification and Hold Harmless.

Subject to and with full reservation of any immunities and/or limitation of liability afforded by applicable law, each party agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement, but only to the extent caused by the negligent acts or omissions of the party from whom indemnification is sought hereunder. To the fullest extent permitted by law, each party, for itself, its agents and employees, expressly waives any and all immunity or damage limitation provisions available under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or caselaw otherwise would bar or limit the amount recoverable by the other party, or its agents and employees, under this indemnity provision.

10. Damages; Force Majeure.

Neither party shall be liable to the other for any consequential, special or incidental damages arising out of a breach of or failure to perform this Agreement. Neither party shall be liable for delay in performance of any obligation under this Agreement to the extent caused by any act of God, act of governmental authority, failure of transportation facilities, strikes or work stoppages, fires, floods, riots, acts of war or terrorism, or any similar extreme causes beyond the reasonable control of such party.

11. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the substantive law of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

12. Entire Agreement; Non-Assignment.

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written understandings, agreements or promises between the parties with respect thereto. Neither party may assign, subcontract, or sublet this Agreement or its performance hereunder, in whole or in part, without the prior written consent of the other party. In the event of any conflict between the terms of this Agreement and any exhibit or attachment incorporated herein, the terms of this Agreement shall govern. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. **This Agreement supersedes any and all other Dual Enrollment agreements between the parties.**

13. Modification; Counterparts.

This Agreement may not be amended, revised or modified except in a writing duly executed by each of the parties hereto.

[The remainder of this page is intentionally left blank. The signature page follows].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date written below.

SCHOOL DISTRICT/SCHOOL NAME: Agora Cyber Charter School

SUPERINTENDENT OR PRINCIPAL: Annje M. Butler, Ed.D., Chief Academic Officer

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE: March 10, 2025

COMMUNITY COLLEGE OF ALLEGHENY COUNTY

COLLEGE PRESIDENT OR DESIGNEE: **Dr. Stephen H. Wells**
Provost and Chief Academic Officer

SIGNATURE:

DATE: 3/13/2025