POINT PARK
UNIVERSITY

DUAL ENROLLMENT AGREEMENT

THIS DUAL ENROLLMENT AGREEMENT (this "Agreement"), made as of this 17th day of July 2023, (the "Effective Date"), by and between Point Park University, a Pennsylvania non-profit corporation (the "University"), located at 201 Wood Street, Pittsburgh, Pennsylvania 15222-1984.

and

Agora Cyber Charter School (the "School"), located at 1810 W. 8th Ave., King of Prussia, PA 19406. The University and the School are referred to individually as a "Party" and collectively as the "Parties" for the purposes of this Agreement.

W I T N E S S E T H:

WHEREAS, the University desires to provide a Dual Enrollment program (the "Program") for students at the School who are eligible as set forth below;

WHEREAS, the School desires to recommend students for participation in the Program;

THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree to the following:

1. **Definitions**. The following definitions apply to this Agreement:
   a. Student. Student who is attending the School at the Location as defined below in section 1f.
   b. Eligible Student. Student who fully meets all of the eligibility criteria defined in Section 4 below.
   c. Participating Student(s). Eligible Student(s) who register(s) and are accepted to the Program.
   d. Academic Year. The University's fall, spring, and summer terms.
   e. Program. The Dual Enrollment program offered by the University.
   f. Location. Point Park University-201 Wood Street, Pittsburgh, Pennsylvania 15222-1984

2. **Term**. The term of this Agreement shall commence on the Effective Date and continue thereafter for five years unless terminated as provided for below.

3. **Termination for Convenience.** Either Party may cancel this Agreement for any reason by providing ninety (90) days written notice to the other Party. Upon termination of this Agreement for any reason, Participating Students already admitted to the Program shall be permitted to complete their current course of study subject to the applicable terms of this Agreement.

4. **Student Eligibility.** 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. The School will determine satisfactory progress based on credits and grades earned.
   c. The student has the minimum cumulative grade point average required by the School for participation in the Program.
   d. The student completes a Point Park University online application and is accepted by the University as a Dual Enrollment student.

5. **Enrollment, Course Capacity, Course Limits**

   a. Enrollment. Enrollment in the Program will occur as mutually agreed by the University and the School.

b. Course Capacity. The capacity of individual Program courses is capped as mutually agreed by the University and the School.

a. Course Limits. Subject to the School's approval, participating Students may select a maximum of two (2) courses for their first fall term. Thereafter, and subject to the School's approval, participating Students who continue in the Program may select a maximum of three (3) courses for each term of the Academic Year if determined to be in good academic standing at the sole discretion of the University. This is predicated on the total number of courses identified in this Agreement.

6. **Program Costs.** The School (or Student) is responsible for the following costs:

a. $225 for each three-credit course; with an enrollment of one to nine participating students
b. $150 for each three-credit course with an enrollment of ten or more participating students.
c. $300 for each four-credit course; with an enrollment of one to nine participating students
d. $200 for each four-credit course with an enrollment of ten or more participating students.
e. Any associated fees;
f. Textbooks and required supplies.

7. **Student Participation Requirements**. In order to remain in the Program, the Participating Student must meet the following requirements:

a. Maintain a School grade point average in the applicable area of study as determined by the School;
b. Maintain an overall grade point average of 2.0 or higher for aggregate courses taken through the Program; and
c. Maintain satisfactory attendance and citizenship as determined by the School and the University's Code of Student Conduct. Failure to comply with the University's Code of Conduct will result in disciplinary action up to and including removal from the Program.

8. **Program Course(s)**.

- Course(s): Point Park University approved courses
- Location: Point Park University
- Instructors: Point Park University instructors
- # of Credits: 3 or 4 credits, depending upon the course

9. **Participating Student Obligations.** Obligations of each Participating Student are:

a. Meeting with the identified Program advisor to select appropriate courses;
b. Registering online for such courses during the applicable registration period; and
c. Fulfilling all of the course requirements to the best of their abilities

10. **University Policies**. Participating Students will be subject to University policies applicable to matriculating students, including but not limited to academic integrity/dishonesty and the withdrawal and refund policies located in the University catalog (www.pointpark.edu). Participating students who do not comply with the statement of academic integrity may be subject to disciplinary action including but not limited to removal from the Program.

11. **University Obligations**. The University will perform the following obligations under this Agreement:

a. Invoicing. The University will invoice Participating Students (or the School) for all Program costs set forth above.
b. Final Grades. The University will transcript final grades for each Participating Student.

12. **School Obligations**. The School will perform the following obligations under this Agreement:

a. Promotion of Program. The School will actively promote the Program to Eligible Students and their parents/guardians by providing a link to the University's application on the School's website and by displaying information regarding the Program in the School's counseling suite, online, and in communications to parents within commuting distance to the University where reasonably feasible.

The School will collaborate with the University to organize presentations for Eligible Students and parents/guardians regarding the Program.

b. Reminder. The School will remind these students that they can continue as freshman students at the University.

13. **Notices**. Any notices to be given shall be sent first class mail to the University at:

Point Park University
Procurement and Business Services
201 Wood Street
Pittsburgh, PA 15222-1984
Attn: Justin Delecki

and to the School at:

Agora Cyber Charter School
1018 W. 10th Street
King of Prussia, PA 15203
Attn: Dr. Anne Butler

with a copy to:

McKenna Snyder, LLC
350 Eagleview Boulevard, Suite 100
Exton, PA 19341
Attn: Joshua Pollak, Esquire

14. **Notice of Non-Discrimination, Equal Opportunity and Diversity Initiatives.** This policy affirms Point Park University's commitment to nondiscrimination, equal opportunity and the pursuit of diversity. Point Park University does not discriminate on the basis of: sex, race, ethnicity, religion, color, national origin, age (40 years and over), ancestry, individuals with disabilities, veteran status, sexual orientation, gender, gender identity, height, weight, genetic information, marital status, caregiver status or familial status, in the administration of any of its educational programs, activities or with respect to employment or admission to the University's educational programs and activities.
This policy is in accord with local, state and federal laws, including Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Age Discrimination Act of 1975 and the Pittsburgh Human Relations Act. Inquiries regarding these regulations and policies, or complaints of discrimination, should be referred to the Vice President of Human Resources, phone number 412-392-3952. Inquiries regarding Title IX and the Title IX regulations should also be referred to the Title IX coordinator or to the deputy Title IX coordinators.

15. **Entire Agreement**. This Agreement, and any exhibits, schedules, addendums, attachments or other documents or instruments incorporated herein by reference, contain the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by the School and the University's authorized agent.

INTENDING TO BE LEGALLY BOUND, the parties here to have executed this Agreement as of the date first written above.

POINT PARK UNIVERSITY

By: _____
Name: Michael Soto, PhD
Title: Provost

Date: August 21, 2023

AGORA CYBER CHARTER SCHOOL

By: _____
Name: Anne Butler, PhD
Title: Chief Academic Officer

Date: August 4, 2023