



**Agreement to Participate in Dual Enrollment Program
at Montgomery County Community College**

This Memorandum of Understanding (“MOU”), entered as of July 1, 2026 (“Effective Date”), is by and between Montgomery County Community College (“Montco” or “College”) and Eastern Center for Arts and Technology [“the Partner School”]. Montco and the Partner School hereinafter shall be referred to as the “Parties.”

Part I – OVERVIEW

- A. Purpose: The purpose of this MOU is to facilitate cooperation between the College and the Partner School for high school students to take college-level courses for District and college credit through the Dual Enrollment Program (“Program”) under Section 1525 of the Pennsylvania Public School Code of 1949.
- B. Program: Dual Enrollment at Montco allows high school students to get a head start on their college education while completing high school. Eligible students can earn college credits that may also fulfill certain high school graduation requirements with approval from their high school. Dual Enrollment students can complete their degree during high school, continue to degree completion at Montco after high school, or transfer their Montco credits to a 4-year college or university. Students interested in transferring credit should contact the intended college’s admissions office to ensure that your credits transfer completely. Students may be registered for up to two courses per term.
- C. Student Eligibility: To be eligible, students must be in good academic standing with a high school 3.0 or higher grade point average (GPA) and meet the pre-requisites for the classes they wish to take. Students under 15 years of age require additional review of academic readiness. To maintain eligibility for Dual Enrollment, the student must maintain a 2.5 or higher GPA and follow Montco’s academic policy should they fall below the minimum GPA.
- D. Student Enrollment: The student is responsible for completing their registration for their course(s) found at [MC3.edu/DE](https://mc3.edu/DE). Special arrangements may be made by Montco to do on-site registration at the Partner School with the permission of the Partner School’s principal. All Dual Enrollment students are bound by the College registration [calendar and deadlines](#).
 - a. The participating student must submit a signed Release Form (signed by parent/guardian and student) with each course registration form. Students will not be registered without completion of a parent/guardian release form.
 - b. A minimum of six (6) students must enroll in a newly aligned course and four (4) students in a previously aligned course.
 - c. The Dual Credit Instructor must verify the course roster to ensure that all students who are supposed to be registered for Dual Credit courses are registered.
- E. Definitions



- a) Dual Enrollment. Enrolling in a College credit course(s) as a high school student.
- b) Concurrent Enrollment. Sometimes referred to as Early College or Dual Credit. Concurrent Enrollment courses are taught by an approved high school teacher, also known as Dual Credit Instructor, at the Program School. Students earn transcribed credit for the course at both the college and the high school.
- c) Dual Credit. When a high school student is enrolled in a college credit course and receives transcribed credit for the course(s) both at Montco and the Program School.
- d) Dual Enrollment Student. An academically capable high school student who meets the pre-requisites for Montco course(s).
- e) Dual Credit Instructor - Program School. A Program School teacher who meets the credentialing requirements of Montco to teach in the discipline and is approved by Montco to teach a Dual Credit course in their high school.
- f) College Faculty Liaison. A College faculty member who agrees to serve as liaison between the Program School faculty member teaching a Dual Credit course and the College's Academic Affairs.
- g) Dual Credit Courses. Courses taught at the high school or the college and approved for transcribed credit at both the Program School and College. Dual Credit courses are jointly selected from Montco's catalog.

Part II – PROGRAM PARTNERSHIP COMMITMENTS

- A. Leadership Commitment: College and Partner School leaders acknowledge a shared commitment to building and sustaining the partnership necessary to serve students through the Dual Enrollment program. Partner School leaders will commit to sharing information regarding the partnership with various school departments (ex. business, guidance, and transportation offices, etc.) and pertinent personnel.
- B. Program Leadership: The Dual Enrollment Pathways Program Manager, under the supervision of Dean of Academic Innovation shall oversee the entire Dual Enrollment Program. Dual Enrollment contact information is available in Exhibit E.
- C. Partner School Liaison and Montco Program Coordinator Relationship: The Partner School will appoint a representative to serve as the Lead Liaison. Shared support of and collaboration between the Dual Enrollment Program Coordinator and the Partner School Liaison will guide the work toward student success as well as program and partnership sustainability. Expectations and roles are clearly defined and are reviewed annually. School District will be responsible for the selection of Students, subject to the final approval of Montco in its sole discretion. School District will share Students' and their Legal Parent/Guardians' contact information (email addresses and phone numbers) with Montco for coordination and onboarding purposes.
- D. Student Credit: Montco will award postsecondary credit to students who successfully complete their courses. 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 Partner 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.



- a. The Student must satisfy the prerequisite requirements, if any, for the specific courses. To remain in the Program, students must complete the requirements of each course as outlined in the course syllabus. Students must abide by the College's expectations for student attendance and behavior and to minimum grades earned in high school and college coursework. School District administration will be contacted with concerns related to the above and consulted in regard to interventions and any disciplinary action needed, including dismissal from the program. Montco shall provide School District with documentation regarding any misconduct by a Student upon School District's request. To successfully complete the course(s) listed in this Agreement, the minimum passing grade is a D. If a student receives below a C in a course, they will not be able to take the next level course. For example: If a student receives a D in English 101, they will not be eligible to take English 102. Most colleges and universities require that students earn a C or better to transfer credit.
- b. The Partner School may request progress reports and final grades from the Dual Enrollment Office at Montco.
- c. The Partner School will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling high school graduation requirements.

E. Student Support:

- a. Events and Activities: Dual Enrollment students have full access to participate in extracurricular programs and activities as appropriate.
- a) Orientation: Montco will provide orientation information to be distributed to the partner school students. A supplemental on-campus orientation may also be provided to introduce the students to Montco's resources and facilities.
- b. Students with Special Needs: Students with disabilities can arrange to meet with the Disability Services Center to learn about the College's policies and procedures for requesting reasonable accommodations and support services. Accommodations at the high school does not transfer to the college for dual enrollment students.
- c. Technology: All Dual Enrollment students will have full access to the College's technology (ex. computer labs, will receive a college email address, and participate in web-based social and academic communities, etc.). Students will have all of the same rights, privileges, and responsibilities as other Montco students, including the right to a student ID and the use of the library and other academic resources. Students engaged in virtual dual enrollment coursework will require the use of laptops or Chromebooks, cameras, and other technology to access the course and its content. Similarly, they will need to access course texts and resources as assigned by the course instructor and included in the course syllabus. School District will be responsible for ensuring that Students have the necessary materials for their course and will contract separately with Montco should these supplies to be obtained and distributed to Students by Montco directly, at a cost mutually agreed upon by both parties.
- d. Tutoring: The college offers free in-person and online tutoring for all students. Online tutoring is available 24/7 and can be accessed through the Montco Canvas shell.

- F. Student Code of Conduct: Students will adhere to the College's Code of Conduct (<http://www.mc3.edu/aboutus/policies/sa-4/conduct.aspx>) and Academic Code of Ethics



(<http://www.mc3.edu/aboutus/policies/aa-3/ethics.aspx>), as well as any Dual Enrollment program policies and procedures.

- G. Dual Enrollment Program Calendar: Students will adhere to the College's academic calendar, not their District's nor their Program School's.
- H. Student Accountability Tracking: Meetings between College staff and District Liaisons will occur at the end of each semester, or more frequently, to discuss student progress and update student files along with end-of-term grades from the College.
- I. Advising: Students are encouraged to review program needs with the dual enrollment team and meet with their college advisor for assistance in completing their degree. Advisors do not register students for their courses. Students are responsible for registering through the appropriate dual enrollment forms found at MC3.edu/DE.
- J. Course Placement: Students must meet the prerequisite for the course they wish to register for. Exceptions are at the discretion of the department and will not be considered with incomplete information or test scores.

Part III – Pricing and Billing. Partner School financial responsibility, Pricing and billing for this MOU are set forth on Exhibit A.

Part IV – OPERATIONS

- A. Information Sharing Agreements: Confirm registration, course roster, and attendance to the college in-line with the college registration calendar.
- B. Program Promotion: The Partner School will advertise the opportunity to take Dual Enrollment courses at Montco to qualified students and their parents/guardians.
- C. Location: Course location detailed in Exhibit B

Part V – AGREEMENT TERMS AND CONDITIONS

- A. Term and Termination:
 - a. This Agreement shall become effective as of the Effective Date and shall continue in effect until June 30, 2027; or unless sooner terminated as hereinafter provided.
 - b. This Agreement will be reviewed annually by the appropriate parties at the Partner School and the College; and will be renewed automatically for a one-year term until superseded by a new Agreement or sooner terminated as hereinafter provided.
 - c. 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.
 - d. If this Agreement is terminated as described above, and only if the Partner 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.

- B. Default: The following events shall be considered "events of default":
- a. The failure of the Partner 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.
- C. 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.
- D. Indemnification: Each party shall indemnify, defend, and hold the other party, its affiliates and their respective trustees, governors, directors, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the party seeking indemnification (or its Indemnified Parties) to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission by the indemnifying party (or its Indemnified Parties).
- E. Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this MOU. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims.
- F. 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, pandemic, 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.

- G. At all times during the term of this MOU, each Party shall maintain at its own expense liability insurance in an amount adequate to protect against any liability that may arise from the services provided under this MOU. Each Party shall also carry the statutorily required amounts of workers' compensation insurance at its own expense.
- H. Amendments. This MOU may be amended only in a writing signed by both Parties. No oral representations, warranty, condition, or arrangement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement in the form of a written amendment.
- I. Non-Assumption of Liabilities. Nothing contained herein shall be construed as, nor shall any provision herein constitute, an assumption by either Party of the liabilities of the other.
- J. Nondiscrimination. The Parties shall not unlawfully discriminate on the basis of a student's race, nationality, ethnicity, religion, gender, disability, or any other basis protected by state, federal, or applicable local law, regulation, or ordinance. Montco shall ensure that students with disabilities have equal opportunity to participate in the Program in compliance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act and the Pennsylvania Fair Educational Opportunities Act.
- K. Compliance with Laws regarding Education Records. The Parties shall comply with all applicable federal and state laws regarding the confidentiality of students' educational records including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, its implementing regulations (34 C.F.R. Part 99), and Title 22 of the Pennsylvania Code §§ 12.31-12.33.
- L. Exclusivity. This MOU is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.
- M. Authority. The parties executing this MOU represent and warrant to each other that they have the full right, power, capacity, and authority to execute and deliver this MOU, and that they have duly and properly performed all acts required to authorize them to carry out this MOU and the transactions contemplated by it.
- N. No Waiver. The failure of any Party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
- O. 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:

Montgomery County Community College

Attn: William McDonald
Vice President of Finance and Enrollment
Services
340 Dekalb Pike Blue Bell, PA 19422

Eastern Center for Arts and Technology

Dr. Cathleen Plesnarski
Executive Director
3075 Terwood Rd.
Willow Grove, PA 19090

P. Data Privacy & Security

- b) Data Privacy. 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.
- c) 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.
- d) 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



MONTGOMERY

COUNTY COMMUNITY COLLEGE

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.

- e) Data Retention; Data Return. The Partner 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 Partner School, the Partner School shall as soon as reasonably practicable: (i) return a complete copy of all Montco Customer Data under the Partner 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 Partner 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.
- f) Liability. In addition to any other remedies available to Montco under the Agreement, law or equity, the Partner 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 Partner School or the Partner 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.

Q. 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 D 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 C, 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.
- 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.

- e. All proprietary ideas, methods, materials, information, manuals, templates, designs, processes, diagrams, computer programs, reports, documentation, and other proprietary or protectable matters ("Materials") which Montco or its personnel create before or while providing the Program are and shall remain the sole property of Montco. In no event shall any of the Materials be considered a "work made for hire."

R. 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 United States District Court for the Eastern District of Pennsylvania or, in the alternative, in the Court of Common Pleas of Montgomery County, Pennsylvania.

S. 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.



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IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed by an authorized representative as of the effective date set forth above.

Montgomery County Community College

Signed by:
Chae Sweet
26913F62D28542C...

5/6/2026

Chae Sweet, Ed.D.
Vice President of Academic and Student Affairs
and Provost

Date

Eastern Center for Arts and Technology

Signed by:
Cathleen Plesnarski
EE70F71D406F480...

5/6/2026

Dr. Cathleen Plesnarski
Executive Director

Date

Signed by:
Joe Greb
34316B2CDD594AB...

5/6/2026

Joseph Greb
Assistant Director

Date



EXHIBIT A

Pricing and Billing Included in This Agreement

Pricing:

Dual enrollment students actively enrolled in the Partner School will be billed the prevailing Dual Enrollment Rate. School District will be responsible for payment for the terms in which its students participate in one or more dual enrollment courses if they proceed in the course after Montco's add/drop date, even if a student leaves the course by choice or due to dismissal before the end of a given term.

Billing:

- Students will be directly billed for the prevailing 1 credit rate per course. Payment information can be found at [MC3.edu/Payment](https://mc3.edu/Payment). Important notices regarding payments and key deadlines are sent to the College-issued student email address. All students are expected to check that email regularly.

District Billing Contact Information:

Eastern Center for Arts and Technology
Katie Braun
3075 Terwood Rd.
Willow Grove, PA 19090

Montgomery County Community College:
Student Accounting Administrator
340 DeKalb Pike
Blue Bell, PA 19422
215-641-6546
thirdpartybilling@mc3.edu



EXHIBIT B

Courses and Locations Included in This Agreement

Eligible students are permitted to take courses at the following locations:

- Blue Bell Campus, 340 Dekalb Pike, Blue Bell, PA 19422
- Pottstown Campus, 101 College Drive, Pottstown, PA 19464
- Online Campus

Current Dual Credit Courses offered at the Program School:

Course Name	Approved Instructor
CIS*170 (Intro to Networks)	Michael Refsnider
CIS*171 (Switching, Routing & Wireless)	Michael Refsnider
OFM*110 (Microsoft Word Applications)	Erin Derby
HCP*224 (Medical Terminology)	Allison Latzo
CIS*208 (Implementing CISCO Cyber Operations)	Michael Refsnider
CIS*158 (Windows Server Admin & Support)	Michael Refsnider
MAS*114 (Medical law & Ethics)	Allison Latzo
OFM*101 (Business Software Essentials)	Erin Derby

This list of courses offered in each term is subject to change or cancellation at the discretion of Montco. Additionally, Montco reserves the right to change instructional modalities of courses term to term.



EXHIBIT D

Company Trademarks



EXHIBIT E

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
Shannon Harley	Dual Enrollment Pathways Program Manager	Montgomery County Community College		Sharley@mc3.edu
Alison Fields	Coordinator of High School Programs and Educational Partnerships	Montgomery County Community College		ARitter@MC3.edu