




EXHIBIT "B"

OFFICE OF THE PRESIDENT

Item 5.3.1

PRESENT TO BOARD: JUNE 22, 2022

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: DUAL ENROLLMENT AGREEMENT – SCHOOL BOARD OF POLK COUNTY

Approval is requested to **renew** the dual enrollment agreement between the School Board of Polk County and South Florida State College for the purpose of providing dual enrollment opportunities to Highlands County. This agreement renews annually.

**SUGGESTED MOTION:**  
**Move to approve the renewal the dual enrollment agreement between the School Board of Polk County and South Florida State College as presented.**

**DUAL ENROLLMENT AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF POLK COUNTY, FLORIDA,  
AND  
SOUTH FLORIDA STATE COLLEGE**

**2022-2023**

Florida Statute 1007.271 requires the annual development of dual enrollment agreements between colleges and school districts to provide acceleration mechanisms for dual-enrolled high school students.

South Florida State College (SFSC), hereafter referred to as the “college”, and The School Board of Polk County, Florida (PCSB), hereafter referred to as the “school district”, desire to enter into this Dual Enrollment Agreement as part of a commitment to work together in a spirit of unity to meet the educational needs of the students of Polk Virtual School, Frostproof, Fort Meade, and Bartow High Schools.

The school board and the college president shall each appoint a representative who shall act as the liaison for their agency. These individuals shall be the vice president for educational and student services at the college and the Superintendent’s designee(s) for the school district. In addition, the following individuals or their designees shall assist in the planning, supervision, and evaluation of articulated activities and programs.

Members shall include:

**The College**

Dean, Division of Arts and Sciences (for college credit)  
Coordinator, Technical Dual Enrollment

**School District**

Superintendent’s Designee

Each year the articulation team shall review this agreement and the performance of parties to assure the Agreement continues to serve the mutual interests of all concerned.

Either party shall have the right to terminate this Agreement by delivery of written notice not less than ninety (90) days before the effective date of termination.

The term of this agreement shall commence **July 1, 2022**, and end **June 30, 2023**.

**ARTICLE I: RATIFICATION OF EXISTING AGREEMENTS**

The signing of this agreement attests to the ratification of all existing agreements between the school district and the college as contained in the attached addendum.

**ARTICLE II: PROGRAM DEFINITION**

Section 1007.271, F.S. defines dual enrollment as the enrollment of an eligible student or home education student in a postsecondary course that is creditable toward both high school completion and a career certificate, associate, or baccalaureate degree. Dual enrollment students are exempt from the payment of matriculation, tuition, and laboratory fees.

Early admission, an additional dual enrollment mechanism, allows high school students to enroll in the college on a full-time basis. Early admission students must take at least 12 college credits that are creditable toward both a high school diploma and a career certificate, associate, or baccalaureate degree. Participation in early admission technical dual enrollment is limited to those students who have completed a minimum of four semesters of full-time secondary enrollment.

### **ARTICLE III: NOTIFICATION OF STUDENTS AND PARENTS**

The school district shall inform eligible secondary students and their parents or guardian of dual enrollment as an educational option and mechanism for acceleration, including eligibility criteria, a statement of the potential for dual enrollment coursework beyond the regular school year, a statement of the potential for dual enrollment to articulate as an elective or a general education course in a postsecondary degree or certificate program, and the process by which students and parents exercise their option to participate in dual enrollment. This information shall be provided to parents in written mailout and web formats and included annually in each high school's district pupil progression plan and high school program of study. Parents will indicate their permission for students to engage in dual enrollment studies by signing the dual enrollment permission form.

### **ARTICLE IV: PROGRAM DESCRIPTION**

#### **Eligibility Requirements**

Students who wish to take college credit or technical dual enrollment courses must be eligible as defined by F.S. 1007.271 (2), complete and/or meet the following criteria in preparation for enrollment:

- Meet with their high school counselor to establish eligibility and develop a plan of study.
- College credit students must meet with the college advisor or counselor to establish their degree plan, including course requirements and intended transfer institution.
- Meet GPA eligibility requirements of a 3.0 unweighted high school GPA for college transfer and 2.0 unweighted high school GPA for technical credit programs.
- Students must take the PERT college preparatory test before being advised for dual enrollment. Students who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on postsecondary readiness assessment shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve college credit hours before correcting all deficiencies (SBE Rule 6A-14.064 (b)).
- Students enrolled in technical credit courses must take the PERT or TABE examination.
- Have parental approval to take dual enrollment courses.
- Complete the dual enrollment application and the College Admissions Application.
- Complete the registration process outlined in the *Dual Enrollment Parent and Student Handbook* (available on the college website <http://www.southflorida.edu/future-students/dual-enrollment>.) Parents and students should review the *Dual Enrollment Parent and Student Handbook* before the first class.
- Attend an orientation session.

## **Testing**

College credit dual-enrolled students will be required to complete the PERT, ACT, or SAT and may not be enrolled as a dual-enrolled student unless they have demonstrated adequate pre-collegiate preparation on the required sections of the PERT, ACT, or SAT. Technical dual enrollment students will take the PERT or TABE assessment.

Testing may be administered on the high school campus or at the college campus. Students who are not successful on the first attempt must complete remediation before the second attempt.

The college will provide test results for individual students and aggregate reports as requested by the high school. The high school will provide PERT, ACT, and/or SAT test scores to the college for qualified dual enrollment students tested at the high school.

## **Availability of Programs and Courses**

Dual-enrolled students should meet with a college advisor to establish their intended college major and establish a customized program of study that delineates the college courses that will best assist the student in meeting their educational goals. For the college transfer student, many of the courses needed are general education courses including humanities, communications, mathematics, science, and social sciences. If the student identifies a baccalaureate degree as the educational goal the plan must include courses that will meet the general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program. For technical education students, courses will be directly related to the certificate or associate degree programs they are enrolled in. Physical Education and college preparatory courses are excluded from this agreement.

All high school students are highly encouraged to limit dual enrollment to those courses required for their anticipated college program to avoid excess hours. The accumulation of excess college hours may affect their future availability of financial aid after high school graduation.

Course content, requirements, and evaluation processes for dual enrollment courses are identical whether taught on the college campus or the high school campus. A list of the programs and courses available for dual enrollment are listed on the website <http://www.southflorida.edu/future-students/dual-enrollment> under the Course Equivalency List. Dual enrollment college credit courses shall be those courses that are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements and published as the statewide Dual Enrollment Equivalency List on the college website at <http://www.southflorida.edu/future-students/dual-enrollment> under Course Equivalency List.

Students eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer term. Selective programs are not typically eligible for dual enrollment. Students enrolled in dual enrollment courses shall earn both high school credit and college credit if they meet the minimum requirements for satisfactory completion of their dual enrollment course(s).

## **Exceptions**

Students who are expected to graduate from high school before the end of the college course are not eligible for dual enrollment.

## **Accommodations**

Special needs accommodations may be considered when collaborating between the college and the school district. The high school guidance staff will be responsible for screening and documenting special needs assistance and reporting this need to the college adults with disabilities specialist. The cost incurred from any services provided will be the school district's responsibility.

## **Institutional Responsibilities**

Students enrolled in dual enrollment classes will be subject to the student policies and procedures on both the school district and college campuses. Should a conflict be identified as a result of either institution's policies or procedures, the school district and/or college will notify each other of behavioral infractions and will jointly resolve the conflict while providing due process for students.

The school district will annually assess the demand for dual enrollment participation and provide this information to the college.

Dual enrollment classes held on the high school campus may not be combined with any non-college credit high school course.

The college will assign letter grades to each student enrolled in a dual enrollment course. The letter grade assigned by the college will be sent to the high school Registrar and posted to the student's high school transcript. College grades are not weighted on college transcripts but may be weighted on high school records.

## **Student Responsibilities**

Dual enrollment students must meet the academic requirements of a minimum of 3.0 unweighted high school GPA for college credit courses and 2.0 unweighted high school GPA for technical education courses. This GPA must be maintained from term to term for students to continue in dual enrollment coursework and will be monitored by the high school guidance staff assigned to dual enrollment advising.

Students enrolled in dual enrollment classes and their parents will be informed of college-level course expectations through information sessions at the college campus or the *Dual Enrollment Parent and Student Handbook* available on the college website at <http://www.southflorida.edu/future-students/dual-enrollment>. The information in these sessions will include, but is not limited to the following:

- a. Any letter grade below "C" will not count toward satisfaction of the requirements in Rule 6A 10.030, F.A.C.
- b. All course grades are calculated in a student's college GPA and will appear on the permanent college transcript.
- c. All grades, including "W" for withdrawal, become a part of the student's permanent college transcript and may affect subsequent postsecondary admission.

- d. College-level course materials and class discussions may reflect topics not typically included in secondary courses. Courses will not be modified to accommodate variations in dual enrollment student age and/or maturity.
- e. The selection of courses should meet both high school and college degree requirements, including approved program prerequisite courses, to minimize student and state costs for excess hours. Students should take college courses that are a part of their college degree plan in order not to jeopardize future financial aid and/or scholarship opportunities.
- f. Students must maintain good academic standing at the college to continue in dual enrollment courses. Students must make a “C” or better in dual enrollment classes, and maintain a high school 3.0 GPA (unweighted) for college credit or 2.0 GPA for technical programs (unweighted).
- g. Students below the required GPA, or who are unsuccessful in a college-level course (D, W, or F), must sit out one term before re-enrollment into a dual enrollment class.
- h. Students must follow the deadlines posted in the college academic calendar if they wish to drop or withdraw from a class. Like registration, all drops or withdrawals must be handled through both the high school guidance counselor and the college registrar’s office. Students enrolled in dual enrollment classes must coordinate dropping and/or adding courses through their high school guidance office.
- i. Students who fail dual enrollment courses must retake the course and pass the course before enrollment in another dual enrollment course. If a student must take a course for the third time, the cost associated with the course will be the responsibility of the student.

## **Faculty**

Faculty teaching college credit courses must have completed at least eighteen (18) graduate semester hours in the teaching discipline and hold at least a master’s degree. Faculty members teaching technical education courses typically have completed an associate’s degree with appropriate work experience. The college shall credential and appoint all instructors.

If school district instructors are used for high school campus dual enrollment courses, they will be paid by the school district and credentialed and supervised for teaching the dual enrollment course by the college. For those faculty members teaching at the college campus, or for college faculty members teaching on a high school campus, they will be credentialed, supervised, and paid by the college.

## **Course Materials**

The college shall select textbooks used in dual enrollment courses. Every effort will be made to maintain a textbook for three years or until a new edition is required. Textbooks and instructional materials must be the same or comparable with those used by the college campus with the same course prefix and number. Costs associated with required textbooks for classes conducted on the high school campuses or the college campus will be invoiced to the School Board. The textbooks shall be the property of the school district. Students who obtain textbooks directly from the college bookstore must present a signed, approved textbook voucher.

## The School Board of Polk County, Florida, Dual Enrollment Agreement 2022-2023

Instructional materials used in dual enrollment courses must be the same as, or comparable to, those used in college-level coursework. Course requirements, such as tests, papers, or other assignments, must be at the same level of rigor or depth as those for all non-dual-enrolled postsecondary students.

### **Fees**

Any student enrolled in approved dual enrollment courses is exempt from the payment of registration and laboratory fees. (Exception: Students may be required to pay the laboratory fees in selected programs agreed upon by the college and school district). Fees will not be waived for graduating seniors who must enroll in courses that extend into the summer term at the college.

All students who wish to take additional college credit courses that are not a part of the degree plan requirements must pay tuition and all other fees.

### **ARTICLE V: DUAL ENROLLMENT EVALUATION**

The articulation management team shall annually assess and analyze the effectiveness of mechanisms and strategies outlined in this agreement.

### **ARTICLE VI: FEDERAL AND STATE LAWS AND REGULATIONS**

Both the school district and the college shall be eligible for FTE funding by Florida law and rules

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement.

The Family Educational Rights and Privacy Act (FERPA) protects students' rights to privacy regarding their student records. FERPA governs (1) the release of education records maintained by educational institutions and (2) access to these records. All college students have rights under FERPA, even those who are younger than 18 years of age. FERPA protects the education records of students who are attending or who have attended the college and all records directly related to a student that are maintained by the institution. A signed Consent to Release Records form must be on file in the Registrar's Office for someone other than the student to gain access to student records. Only the specific person designated by the student may request access to student information.

### **ARTICLE VII: INDEMNIFICATION**

It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents. The parties will hold each other harmless for claims involving actions or services provided by their employees, faculty, and students. Each party will be liable for property damage and/or bodily injury under this Agreement and which occur as a direct result of the negligence of each party's agents or employees.

By giving any indemnification herein, the School Board of Polk County, Florida does not intend to waive its sovereign immunity under Florida law and/or waive the limits of its liability as set forth in Section 768.28 of the Florida Statutes regardless of whether such claims are grounded in tort, contract, statute, negligence, strict liability, products liability, or otherwise.

The School Board of Polk County, Florida, Dual Enrollment Agreement 2022-2023

The college is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes and agrees to be fully responsible for acts and omissions of its own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of the College's sovereign immunity.

**ARTICLE VIII: TUITION**

As per Florida Statute 1007.271 "School districts shall pay the standard tuition rate (\$71.98 per credit hour, \$2.33 per contact hour for fall and spring terms) from funds provided in the Florida Education Finance Program to the institution providing instruction.

Summer dual enrollment fees will be covered by the state.

**IN WITNESS THEREOF:** The parties hereto set their respective hands and seals and cause this Agreement to be executed.

SOUTH FLORIDA STATE COLLEGE

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

  
\_\_\_\_\_  
Dr. Thomas C. Leitzel  
President

\_\_\_\_\_  
Sara Beth Wyatt  
Board Chair  
Date

6-23-22  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Frederick Heid  
Superintendent  
Date