



EXHIBIT "D"

OFFICE OF THE PRESIDENT

Item 5.2.3

PRESENT TO BOARD: JUNE 21, 2023

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: DUAL ENROLLMENT AGREEMENT – NEW BEGINNINGS HIGH SCHOOL

Approval is requested to enter into a dual enrollment agreement between New Beginnings High School and South Florida State College for the purpose of providing dual enrollment opportunities to Highlands County. This agreement will renew annually.

SUGGESTED MOTION:

Move to approve the agreement between New Beginnings High School and South Florida State College as presented.

**2023-2024 Dual Enrollment Articulation Agreement
Between New Beginnings High School and South Florida State College**

Whereas Section (s) 1007.271 (21), Section 1007.273, Florida Statutes, requires state colleges and School Districts to develop comprehensive Dual Enrollment Articulation agreements and an Early College program, South Florida State College, hereinafter referred to as the “**College**,” and New Beginnings High School, hereinafter referred to as the “**School**,” have made the following determinations:

- A. Terms of this Agreement shall commence July 1, 2023, or on the last date approved by either party, whichever is later and end June 30, 2024, unless terminated as hereinafter provided.
- B. Annual meetings shall take place between representatives from both institutions to review the Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- C. Either party shall have the right to terminate this Agreement by delivery of the written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- D. The parties to this Agreement recognize that as provided under Section (s) 1007.271 (21), F.S., Section 1007.273, and SBE Rule 6A-14.064, accelerated mechanisms such as Dual Enrollment, Early College and advanced (college-level) instructional programs for qualified students from the Charter School enhance learning opportunities and are required to be made available for those students.
- E. The parties will adopt an Agreement as provided in Section 1007.271 (21), F.S., and SBE Rule 6A-14.064, including:
 - 1. College Credit Dual Enrollment
 - 2. Vocational Credit Dual Enrollment

The school board and the President appoint a representative who shall act as the liaison for their agency. These individuals shall be the Vice President for Academic Affairs and Student Services at the **College** and the Principal for New Beginnings High School. In addition, the following individuals or their designees shall assist in the planning, supervision, and evaluation of all articulated activities and programs. All of these individuals shall constitute the articulation management team.

Members shall include:

College

Dean, Student Services

School

School Representative

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: RATIFICATION OF EXISTING AGREEMENTS

The signing of this agreement attests to the ratification of all existing agreements between the **School** and the **College**.

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** 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 school's 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.

Special Programs

Early College Program – The Early College Program will serve 11th and 12th grade students. Students participating in the Early College Program are required by Section 1007.273 to enter into a student performance contract, which must be signed by each participating student, the parent, a representative of the **School**, and representative of South Florida State College. The Early College processes are the same to that of Dual Enrollment with the following eligibility requirements.

Student Eligibility and Access:

- a. Students must be enrolled as a student in a Florida public or nonpublic secondary school.
- b. Students must be in 11th or 12th grade.
- c. Students must demonstrate college readiness on Common Placement Tests, Alternative Placement Tests, or by approved High School Course work as provided under SBE Rule 6A-10.0315.
- d. Students must have a minimum of a 3.0 unweighted GPA.
- e. Students must be on track to graduate from high school.
- f. Students must successfully complete a minimum of 30 credit hours each academic year.
- g. Students must enroll in a minimum of 12 college credit hours per semester.
- h. Students who fall below the full-time status are no longer part of the Early College Program but may be eligible to continue to participate in the Dual Enrollment Program.

ARTICLE IV: PROGRAM DESCRIPTION

In accordance with Section 1007.271 (21), F.S., Section 1007.273, F.S, SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate, associate, or baccalaureate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the **College** and the **School**, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included within this Agreement, along with the SFSC Dual Enrollment Course list website link.

<https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf>

The **School** recognizes that the **College** is not obligated to offer any course on the [FLDOE Dual Enrollment Equivalency List](#) but that this list is used to determine eligible courses.

Student Records

The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22, F.S., and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, the length of retention and security of student records. The Charter School may provide 9th-12th directory information to SFSC for the purpose of providing dual enrollment marketing information to prospective/current dual enrollment students.

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 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, SAT, or ACT 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 one of these placement exams 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.
- Complete a mandatory Online GPS orientation.

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 students 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 **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 **School**. The **School** will provide PERT, ACT, and/or SAT scores to the **College** for qualified dual enrollment students tested at the **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 **School** campus. A list of the programs and courses available for dual enrollment is 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

1. In high schools where exceptions are allowed, a High School Official must complete and submit the Dual Enrollment Exceptions Request form with supporting documentation for the request to the Office of Articulations and Partnerships at SFSC.
2. The High Schools are not required to allow exceptions. Students should consult with their school counselor for the **School's** policies for exceptions.
3. Exceptions to the GPA requirement may be considered upon written documentation and approval from the **School** Official and the **College** approved representative.
4. Exceptions are not allowed for Special Program(s).
5. An Associate degree or certification is not guaranteed in the dual enrollment program, but exceptions to the 60-credit maximum rule may be considered at the request of the **School** Official for students pursuing their Associate degree or certificate. Course(s) requested must be creditable toward high school completion and Associate degree or certificate.

Accommodations

Special needs accommodations may be considered when collaborating between the **College** and the **School**. The **School** guidance staff will be responsible for screening and documenting special needs assistance and reporting this need to the **College** disabilities specialist. The cost incurred from any services provided will be the **School's** responsibility. For more information, contact the disabilities specialist at disabilitiesspecialist@southflorida.edu or by calling (863) 784-7176.

Institutional Responsibilities

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

The **School** will annually assess the demand for dual enrollment participation and provide this information to the **College**.

Dual enrollment classes held on the **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 **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 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.

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- 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 **School** guidance counselor and the **College** registrar’s office. Students enrolled in dual enrollment classes must coordinate dropping and/or adding courses through their 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.

Responsibilities

1. Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
2. The **School** may not deny a student access to dual enrollment unless the student is ineligible to participate in the program subject to provisions specifically outlined in this Agreement.
3. Students and/or the **College** are responsible for transportation to and from dual enrollment classes.
4. The President or designee, for the **College**, shall have the responsibility for the selection of textbook and courses materials in accordance with this Agreement.
5. The **School** is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee, for the **College**, and the School Representative or designee, for the **School**, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
6. All textbooks and reusable course material become the property of the **School** at the end of the course and must be returned by the student using the course materials. Materials not returned in a timely manner may result in a student fine and delay of receiving new semester materials.
7. The **School** shall be responsible for payment of instructors employed by the School for courses offered in accordance with this agreement.
8. Insurance fees will be paid by the student unless the **School** provides appropriate insurance for coverage.
9. Class size, locations and time of course offerings will be approved by the President or designee, for the **College**.
10. Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the [College Catalog](#) for South Florida State College, SBE Rule 6A-14.064.
11. School counselors and SFSC advisors will work collaboratively to ensure students; dual enrollment registration eligibility.
12. Students and parents shall sign an acknowledgement of the following college course level expectations:
 - a. Students must register for courses by the deadline established by the **School**. Registration deadlines, however, cannot exceed the last date of registration allowed by SFSC. Schools without established deadlines shall use SFSC’s established deadlines.
 - b. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity.
 - c. Courses will be selected to meet degree/certificate requirements in order to minimize student, school, college and state costs for excess hours.

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- d. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.
 - e. Dual Enrollment Students must maintain their ongoing eligibility requirements.
 - f. Students are expected to comply with all secondary school rules, regulations, policies, codes, and codes of conduct while enrolled in dual enrollment.
13. The **School** must notify SFSC's Vice President for Academic Affairs and Student Services if one of their new or participating dual enrollment students has been identified as a potential threat to the safety of others and/or has been expelled from his/her secondary school. Students who have been identified as a potential threat to the safety of others or who have been expelled may not be permitted to participate or continue in dual enrollment course(s) previously described.
14. The **School** must notify the Office of the Vice President for Academic Affairs and Student Services if one of their participating dual enrollment students has been expelled from his/her secondary school.
15. SFSC must notify the **School** if a dual enrollment student is expelled from SFSC.

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 instructors are used for high school campus dual enrollment courses, they will be paid by the **School** 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 for 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 **School** campus or the **College** campus will be invoiced to the **School**. The textbooks shall be the property of the **School**. Students who obtain textbooks directly from the **College** bookstore must present a signed, approved textbook voucher.

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**). 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

This agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with ninety (90) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. New courses will be added to the *DUAL ENROLLMENT EQUIVALENCY LIST* once approved by the DOE.

In the unlikely event of any local natural disaster or pandemic, which may disrupt program services and or access to these services, the post-secondary institution may make modifications to this agreement as supported by F.S. 1007.271 and communicated to the secondary institution in writing by the Vice President for Academic Affairs and Student Services within 30 days of the change.

The 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.

Specifically, nothing contained herein shall be deemed a waiver of Sovereign Immunity or any statutory limitation on liability of either party. Nor shall any provision of this Agreement be deemed to require either party to indemnify or hold harmless the other. Notwithstanding anything stated in this Agreement to the contrary, this Agreement and all provisions contained herein shall be subjected to and governed by Sec. 768.28, F.S., as amended.

Specifically, neither party shall exclude any person from participation, discriminate against, or deny any services or benefits to any person's enrollment or participation in the dual enrollment program based upon the ground of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above named characteristics.

ARTICLE VI: FEDERAL AND STATE LAWS AND REGULATIONS

Both the **School** 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 that occurs 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 outlined 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 **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 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

1. As required by the Florida Legislature, the School shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to South Florida State College (SFSC) for instruction taking place on any SFSC campus. For 2023-2024, the standard college credit tuition rate at a Florida College System institution (F.S. 1009.23) is \$71.98 per credit hour or \$2.33 per vocational clock hour. Online dual enrollment courses which originate at a SFSC campus and are taught by SFSC faculty are subject to this provision. SFSC will invoice the **School** for dual enrollment courses taken by high school students on SFSC campuses. The **College** will invoice for the total number of credits taken by high school students during the Fall and Spring Semesters. There will be no billing for dual enrollment courses conducted during the Summer Semesters.
2. The **College's** invoice for dual enrollment will itemize the following information:
 - a. Student's name;
 - b. Prefix and title of dual enrollment course;
 - c. High School Name;
 - d. Number of credits;
 - e. Total number of credits for all students, and;
 - f. Total amount due.
3. When dual enrollment instruction is provided on the high school site by a SFSC faculty member, the **School** shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the **College** to provide the instruction. On-line dual enrollment courses which are taught by a SFSC faculty member are subject to this provision.

SIGNATURES ON THE NEXT PAGE

New Beginnings High School Dual Enrollment Articulation Agreement 2023-2024

This agreement may be signed in separate parts.

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

SOUTH FLORIDA STATE COLLEGE

NEW BEGINNGINGS HIGH SCHOOL

Dr. Thomas C. Leitzel
President

School Representative

Date

Date