



## EXHIBIT "D"

OFFICE OF THE PRESIDENT

Item 5.2.3

PRESENT TO BOARD: JUNE 19, 2024

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: DUAL ENROLLMENT AGREEMENT – HARDEE COUNTY SCHOOL BOARD

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

**SUGGESTED MOTION:**

**Move to approve the agreement between Hardee County School Board and South Florida State College as presented.**

DUAL ENROLLMENT AGREEMENT  
BETWEEN  
SCHOOL BOARD OF HARDEE COUNTY  
AND  
SOUTH FLORIDA STATE COLLEGE

2024-2027

Florida Statute 1007.271 requires the annual development of dual enrollment agreements between the Florida College System president and the superintendent of schools within the college's service district for the purpose of providing acceleration mechanisms for dual-enrolled high school students. This agreement is to be completed and submitted annually to the Department of Education on or before August 1 of each year.

The School Board of Hardee County, hereinafter referred to as the "school district," and the Board of Trustees of South Florida State College, herein referred to as the "college", desire to implement the above statute. To facilitate this process, an articulation committee with representation from the school district and the college shall be established.

The school district superintendent 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 academic affairs and student services at the college and the individuals mentioned below for the school district. In addition, the following individuals or their designees, may assist in the planning, supervision, and evaluation of all articulated activities and programs.

Members shall include:

**The College**

Vice President, Academic Affairs and Student Services  
Dean, Student Services  
Coordinator, Technical Dual Enrollment

**School District**

Director of Curriculum  
Deputy Superintendent

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

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

The term of this agreement shall commence July 1, 2024, and end June 30, 2027.

## Hardee County Dual Enrollment Agreement 2024-2027

### **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 college 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. A full-time student is classified as a student enrolled in twelve or more semester credit hours, or twenty-four or more clock hours per week. F.S. 1007.271 (10), also states full time as a minimum of 12 credit hours. Based on this, the student satisfies the credit hour requirement for the Early College Program if there is a signed student performance contract for participation F.S. 1007.273(3). 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.

Dual enrollment students may take courses offered through the SFSC Honors Program with the permission of the Honors Director or Counselor. All Honors Program courses completed with a grade of A or B will be counted toward the requirements for graduation from the Honors Program, should the student elect to matriculate to SFSC after high school graduation, and be accepted into the Honors Program. For additional information, please contact SFSC Honors Director Jason Fitzgerald at 784-7247 or [Jason.Fitzgerald@southflorida.edu](mailto:Jason.Fitzgerald@southflorida.edu).

### **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 or web formats, and included annually in each 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.

The college will work with the school district to provide a parent and student orientation and information session during the spring and fall Parent Night and will coordinate inquiries from parents and students with the high school guidance staff as appropriate.

#### 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 the following, and meet the following criteria in preparation for enrollment.

- Meet with their high school counselor to express interest, establish eligibility, and develop a plan of study.
- Have parental approval to take dual enrollment courses.
- Complete the registration process outlined in the *Dual Enrollment Parent and Student Handbook* (available on the college website [www.southflorida.edu/future-students/dual-enrollment](http://www.southflorida.edu/future-students/dual-enrollment)). Parents and students should review the *Dual Enrollment Parent and Student Handbook* prior to the first class.
- Meet with high school counselor to discuss options; receive a copy of the Guidance Approval form stating their GPA and counselor signature.
- Students must take the PERT, CLT, ACT, or SAT 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 prior to the correction of all deficiencies (SBE Rule 6A-14.064(b)).
- Students enrolled in technical credit courses must take the PERT or TABE examination.
- Complete a dual enrollment orientation session.
- College credit students must meet with the college advisor or counselor to establish their degree plan which includes course requirements and intended transfer institutions.
- 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.

##### Testing

College credit dual-enrolled students will be required to complete the PERT, CLT, ACT, or SAT and may not be enrolled as a dual-enrolled student unless they have demonstrated adequate pre-collegiate

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preparation on sections of the PERT, CLT, ACT, or SAT. Technical dual enrollment students will take the PERT or TABE assessment.

The high school or college may administer the PERT to those students applying for dual enrollment. The school principal or designee will coordinate the administration of dual enrollment PERT testing with the college's Testing Center. Testing may be administered on the high school campus or at the college campus. Students who do not achieve appropriate scores must complete remediation prior to the next 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, CLT, ACT, 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 educational courses including humanities, communication, 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. Developmental 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 in order to avoid excess hours. The accumulation of excess college hours may affect the 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 [www.southflorida.edu/future-students/dualenrollment](http://www.southflorida.edu/future-students/dualenrollment) under 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*.

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).

## Hardee County Dual Enrollment Agreement 2024-2027

Dual enrollment participation in Student Life Skills (designated as SLS course prefix in the Statewide Course Numbering System) courses may be extended to students who do not meet the statutory eligibility requirements, if alternate eligibility requirements are delineated in the DE articulation agreement.

### **Exceptions**

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

### **Accommodations**

Special needs accommodations may be considered when collaborated between the college and the school district. The student will be responsible for providing documentation to the college disabilities specialist. For more information, contact, [disabilities.specialist@southflorida.edu](mailto:disabilities.specialist@southflorida.edu). Cost incurred from any services provided will be the school district's responsibility.

### **Institutional Responsibility**

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.

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 high school or college campus. The information in these sessions will include, but not limited to the following:

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- a) Any letter grade below "C" will not count toward satisfaction of the requirements in Rule 6A-10.030.
- 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 and subsequent financial aid award and eligibility.
- 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, in order to minimize student and state costs for excess hours. Students should take college courses which 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 high school GPA will be ineligible for dual enrollment.
- h) Students who are unsuccessful in a college level course (D, F, or W) must sit out for one term prior to re-enrollment as a dual enrolled student. Student may appeal this suspension if they believe there were extenuating circumstances beyond their control (i.e. illness, injury, computer failure, loss of transportation, etc.). For more information speak with your DE advisor or high school guidance counselor. The county school board superintendent or designee will have the final decision in regards to this appeal.
- i) Students must follow the deadlines posted in the high school and 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.

### Faculty

The articulation management team recommends qualified faculty for dual enrollment classes. All faculty members must meet or exceed the academic and professional preparation requirements for teaching at the college. 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

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experience. The college shall credential and appoint all instructors. If no high school teacher qualifies as an adjunct instructor, a college faculty may be assigned when available.

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.

Each adjunct faculty member will be assigned to a designated chairperson or program manager for mentoring and guidance. The college shall provide each dual enrollment faculty member with a copy of the course syllabus that identifies course requirements and outcomes. A copy of the *Dual Enrollment Parent and Student Handbook*, *SFSC Student Handbook*, and *Faculty Handbook* are available for each instructor on the college website.

### 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. Payment for required textbooks for classes conducted on the high school campuses or on the college campus will be through the district. The textbooks shall be the property of the school district.

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 texts, papers, or other assignments must be at the same level of rigor or depth as those for all non-dual-enrolled postsecondary students.

### Program Evaluation

Dual enrollment taught on the high school campus must meet the same competencies required for courses taught on the college campus. College staff will evaluate instruction and monitor student performance in all dual enrollment classes using the same criteria for judging instructional quality as is in effect for all college classes. The college will provide a Student Evaluation of Instruction (SEI) each term to evaluate all college courses on the high school and/or college campus.

### Fees

Any student enrolled in approved dual enrollment courses is exempt from the payment of registration, textbooks 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.



### **Transportation**

Students will be required to provide their own transportation to and from dual enrollment classes on the college campus.

For all other transportation services requested, such as field trips, the school district will charge the college the same in-house rate charged to district schools. The school district will invoice the college for the transportation services after each approved service request, and payment is to be made within 30 days of receipt of the invoice.

### **Facilities Usage**

The college and school district agree to share educational facilities to benefit students and programs at no cost or at a reduced cost reimbursement rate whenever appropriate. A reduced cost per day for use of the Wildstein Center for the Performing Arts or Panther Gym will be assessed for other school district activities contingent upon availability. The college will invoice the school district after each approved event and payment is to be made within 30 days of receipt of invoice.

### **ARTICLE V: PROFESSIONAL DEVELOPMENT**

Annual programs are sponsored by the college to provide a forum for school district high school counselors to engage in staff development opportunities and collaborate in development of strategies to support postsecondary student transition.

### **ARTICLE VI: CAREER EXPLORATION AND PLANNING**

The school district and college shall implement transition with K-12 students that emphasize the need for postsecondary education and the importance of basic skills (reading, writing, mathematics).

### **ARTICLE VII: FINANCIAL AID PLANNING**

The college shall provide information sessions and brochures relating to financial aid planning and scholarship availability to high school seniors. The college will offer academic scholarships to graduating high school seniors according to established criteria.

### **ARTICLE VIII: DUAL ENROLLMENT EVALUATION**

The articulation management team shall annually assess and analyze the effectiveness of mechanisms and strategies set forth in the agreement and report the results of such analyses to the District Boards of the school district and college. Analysis shall include: identified problems, corrective actions, strategies, and associated costs.

**ARTICLE IX: FEDERAL AND STATE LAWS AND REGULATIONS**

Both the school district and the college shall be eligible for FTE funding in accordance with 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 the agreement may constitute a breach of the 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 and 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.

Pursuant to Florida Statute 1007.271 (22), the college will complete an electronic submission of this dual enrollment agreement by August 1 of each year of the Florida College System/FLDOE.

**ARTICLE X: 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 own employees, faculty, and students. Each party will be liable for property damage and/or bodily injury pursuant to this agreement and which occur as a direct result of negligence of each party's agents or employees.

All parties to this agreement are "state agencies or subdivisions" as the term is defined in Section 768.28, Florida Statutes, and the liability of each is therefore limited to sovereign immunity limits of \$100,000 per person, \$200,000 per occurrence in accordance with Section 768.28, Florida Statutes.

**ARTICLE XI: TUITION REIMBURSEMENT**

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 when such instruction takes place on the postsecondary campus to cover instructional and support costs incurred by the postsecondary institution. When dual enrollment is provided on the high school site by postsecondary institution faculty, the school district shall reimburse the costs associated with the proportion of salary and benefits

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and other actual costs of the postsecondary institution to provide the instruction. When dual enrollment is provided on the high school site by school district faculty, the school district shall be responsible only for the postsecondary institutions actual cost associated with the program”.

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

SCHOOL BOARD OF HARDEE COUNTY



Fred Hawkins  
President

6/19/24  
Date

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bob Shayman  
Superintendent

\_\_\_\_\_  
Date