



EXHIBIT "D"

OFFICE OF THE PRESIDENT

Item 5.2.3

PRESENT TO BOARD: JUNE 29, 2026

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: DUAL ENROLLMENT – DIVINE ACADEMY

Approval is requested to **renew** the dual enrollment agreement between Divine Academy 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 agreement between Divine Academy and South Florida State College as presented.

DIVINE ACADEMY
Dual Enrollment Agreement 2026-2029

DUAL ENROLLMENT AGREEMENT
BETWEEN
DIVINE ACADEMY
AND
SOUTH FLORIDA STATE COLLEGE

2026-2029

Florida Statute 1007.271 requires the annual development of dual enrollment agreements 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.

Divine Academy, hereafter referred to as the “school,” and South Florida State College, hereafter referred to as the “college,” desire to implement the above statute. To facilitate this process, an articulation committee with representation from the school and the college shall be established.

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 Divine Academy. 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:

The College

Vice President, Academic Affairs
Vice President, Student Services
Dean, Off-Campus Instructional Sites
Coordinator, Technical Dual Enrollment

School

Administrative Dean

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 **August 1, 2026**, and end **July 31, 2029**.

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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 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. Each student participating in an early college program must enter into a student performance contract which must be signed by the student, the parent, and a representative of the school and the college. The performance contract must include the schedule of courses, by semester; student attendance requirements; and course grade requirements, according to 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 863-784-7247 or jason.fitzgerald@southflorida.edu.

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 mail-out and web formats and included annually in each pupil's 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 application form.

The college will work with the school to provide a parent and student orientation information session and will coordinate inquiries from parents and students with the school guidance staff as appropriate.

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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/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 which includes course requirements and intended transfer institutions.
- Meet GPA eligibility requirements of a 3.0 unweighted high school GPA for college and 2.0 unweighted high school GPA for technical credit programs.
- 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. Exceptions to the twelve (12) college credit hour limitation may be granted by the postsecondary institution provided that the dual enrollment student is concurrently enrolled in a secondary course(s) in the basic competency area(s) for which they have been deemed deficient by the postsecondary readiness assessment or alternative method. (SBE Rule 6A-14.064(1)(b)).
- Students enrolled in technical credit courses must take the PERT or TABE examination.
- Have parental approval to take dual enrollment courses.
- Complete the registration process outlined in the *Dual Enrollment Parent-Student Handbook* (available on the college website www.southflorida.edu/future-students/dual-enrollment.) Parents and students should review the *Dual Enrollment Parent-Student Handbook* prior to the first class.
- Complete a new student orientation session.

Testing

College credit dual-enrolled students will be required to complete the PERT, ACT, CLT or SAT and may not be enrolled as a dual-enrolled students unless they have demonstrated adequate pre-collegiate preparation on sections of the PERT, ACT, CLT 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. 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, ACT, CLT, or SAT test scores to the college for qualified dual enrollment students tested at the high school.

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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, 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 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/dual-enrollment 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).

Students with an unweighted high school GPA of 2.0 may be granted conditional admission to enroll in SLS 1501: Master Student/College Success. Students must be in good standing in their current English Language Arts and Mathematics courses, earning a grade of C or higher, to maintain eligibility for SLS 1501. A minimum unweighted GPA of 3.0 is required to enroll in any other college credit courses.

High school seniors who choose to earn all high school credit requirements prior to the Spring term of their senior year may continue to take dual enrollment classes in their Spring term, provided the college class(es) apply as elective credit for high school and the end date of the college class(es) is prior to the student's high school graduation date.

Exceptions

Students scheduled to graduate from high school before the conclusion of the college course are ineligible for dual enrollment.

Accommodations

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Students with IEP or 504 Plans who wish to request accommodations may submit the appropriate paperwork, such as an Individualized Education Plan (IEP), 504 plan, or other appropriate medical or psychological documentation to the college's Disability Specialist so that accommodations can be arranged in accordance with the laws governing students with disabilities at postsecondary institutions. The secondary institution will provide the information to the college at the student's request. Accommodations will not be granted retroactively, so students should submit appropriate paperwork as early as possible. For more information, contact disabilities.specialist@southflorida.edu. Cost incurred from any services provided will be the school's responsibility.

Some of the academic accommodations that the College provides to students with disabilities may include but are not limited to the following: accessible furniture, testing accommodations, note takers, assistive equipment, assistive technology software, alternate format materials, scribes, and readers.

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 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 is not limited to the following:

- a. Any letter grade below "C" will not count toward satisfaction of the requirements in SBE 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

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- 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 (unweighted) for technical programs.
 - 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. Students may appeal this suspension if they believe there were extenuating circumstances beyond their control (e.g., illness, injury, computer failure, loss of transportation, etc.). Students should speak with their DE advisor or high school guidance counselor. SFSC’s Vice President for Academic Affairs and Student Services 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 and dual enrollment advisor.

Fees

Any student enrolled in approved dual enrollment courses is exempt from the payment of registration, and laboratory fees. Costs will be covered by the College. It is the responsibility of the student to ensure that any rental book is returned and returned on time. If the student refuses or fails to return the textbooks, the student will have financial holds placed on their account and will have their registration canceled for the upcoming term. The student will be barred from further registration until financial holds are lifted. Any costs associated with tuition and fees, including registration and lab fees, will not be passed along to the student. 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.

ARTICLE V: DUAL ENROLLMENT EVALUATION

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

ARTICLE VI: FEDERAL AND STATE LAWS AND REGULATIONS

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

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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.

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 to the Florida College System/FLDOE.

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 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 the negligence of each party's agents or employees.

The college is a "state agency or subdivision" as that term is defined in Section 768.28, Florida Statutes, and the liability is therefore limited to sovereign immunity limits of \$200,000 per person, \$300,000 per occurrence in accordance with Section 768.28, Florida Statutes.

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

SOUTH FLORIDA STATE COLLEGE

DIVINE ACADEMY


Fred Hawkins
President

 7/6/26
Board Chair Date

6/29/26
Date

 7/6/26
Lead Administrator Date

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