

**DUAL ENROLLMENT ARTICULATION AGREEMENT
BETWEEN
POLK STATE COLLEGE AND ALL EDUCATION PROVIDERS**

This agreement between THE DISTRICT BOARD OF TRUSTEES OF POLK STATE COLLEGE, Winter Haven, Florida, (hereinafter referred to as the "College"), all high school education providers (hereinafter referred to as the "Education Provider") is in compliance with Florida laws. This supersedes all previously-signed articulation agreements related to dual enrollment. This agreement does not nullify or alter any specific agreement related to other programs, testing, transfer, or the like.

The College and Education Providers have agreed on the following provisions for advanced instruction for students who have demonstrated the ability to engage in postsecondary work.

1. Definition of Terms

- a. Dual Enrollment – There are two categories of dual enrollment. This agreement outlines the requirements, restrictions, and exceptions for students, courses, and delivery methods for both of these categories. The basic differentiation is as follows:
 - I. Early Admission - This refers to a full-time college student who is a senior in high school.
 - II. Dual Enrollment - This term, though often used to describe all dual enrollment, refers specifically to part-time college students who are still enrolled in grades 6 through 12.
- b. Principal – The principal or designee of a public school. The principal or director or designee of a non-public or charter school. The officiating home school parent or guardian.
- c. Counselor – The counselor or advisor or any staff or teacher assigned the duty of counseling in a public, non-public, or charter high school. The officiating home school parent or guardian.
- d. Dual Enrollment Liaison – The person assigned the duty of overseeing dual enrollment for the Education Provider, public, non-public, charter, or the officiating home school parent or guardian.
- e. Home School – The public, non-public, or charter institution the student attends or the officiating home school.

2. Purpose of Agreement

This agreement between the Education Provider and the College provides for acceleration of secondary school students through dual enrollment and early admissions programs, together referred to as dual enrollment programs. This agreement provides for identification of eligible students through placement testing, student advisement, and provisions for student academic acceleration.

These requirements are applicable to all public, non-public, charter, and home schooled students receiving a high school education from the Education Provider. Dual enrollment courses are offered as part of the regular college course sections on the college campus and as special sections on some high school campuses as further outlined in the Education Provider's addendum to this agreement.

3. Categories of Acceleration – Early Admission

The purpose of Early Admission is to allow scholastically-advanced students to replace their senior year of high school with a full year of college course work while pursuing an AA or AS degree, or a credit or vocational certificate. Early Admission students will be awarded a high school diploma upon satisfactory completion of one full year (no less than 24 semester credit hours) of college work (including the meeting of all high school graduation requirements) with a minimum 2.0 (letter grade of C) Polk State grade point average. College credits earned under this program are certified by the principal as also meeting the high school credit requirements for graduation.

Candidates for Early Admission must meet the following requirements:

- a. Have a minimum unweighted high school GPA of 3.20.
- b. Have scored at the college level according to legislatively-defined or College policy-defined cut-off scores in the mathematics, English, and reading sections of the P.E.R.T. (Postsecondary Education Readiness Test), SAT, ACT, or other state college placement exam.
- c. Have earned a minimum of 18 core high school credits. See Addendum attached titled *Core High School Courses*.
- d. Have passed high school Algebra II or higher-level mathematics course with a course GPA of 3.0 or higher.
- e. Will enroll in a minimum of twelve (12) college credit hours not to exceed fifteen (15) college credit hours per semester.
- f. Will maintain a 2.0 college GPA and a 3.2 unweighted high school GPA to remain eligible for early admission.
- g. Will successfully complete the College's orientation.

4. Categories of Acceleration – Dual Enrollment

The purpose of Dual Enrollment is to allow academic acceleration of qualified students still enrolled in grades 6 through 12 to take courses at the College that count toward high school credit and toward a college AA or AS degree or a credit or vocational certificate. The normal process of course selection includes communication between the enrollment/advisement service of the College and the student's home secondary school.

Courses per term have the following restrictions unless granted an exception originating with the Education Provider's Principal and subsequently approved by the Education Provider's Dual Enrollment Liaison and the College's Dean of Student Services. These restrictions apply to all terms including summer term. Students must meet the qualifying requirements before taking any college credit. Once the student has met the qualifying requirements, the student will adhere to the following:

- a. Students who have earned at least 6 core high school credits are restricted to one college course per term. See Addendum attached titled *Core High School Courses*.

- b. Students who have earned at least 8 core high school credits are restricted to two college courses per term.
- c. Students who have earned at least 10 core high school credits are restricted to 11 college credit hours per term regardless of the number of courses.

Candidates for Dual Enrollment must meet the following requirements:

- a. Candidates for Dual Enrollment taking only one college course per term must meet the following GPA requirements:
 - I. AA degree program courses:
 - 1. Have a minimum unweighted high school GPA of 3.00
 - II. AS and credit certificate degree program courses:
 - 1. Have a minimum unweighted GPA of 2.50
 - III. Vocational Certificate program courses:
 - 1. Have a minimum unweighted GPA of 2.00
 - IV. Students from non-traditional grading systems may be evaluated cooperatively by the Education Provider and the College to determine eligibility.
 - V. Students must successfully complete the College's orientation.
- b. Candidates for Dual Enrollment taking 2 or 3 college courses, not to exceed 11 credit hours per term, must meet the following GPA requirements:
 - I. AA degree program courses
 - 1. Have a minimum unweighted high school GPA of 3.00
 - II. AS and credit certificate degree program courses
 - 1. Have a minimum unweighted GPA of 2.50
 - III. Vocational Certificate program courses:
 - I. Have a minimum unweighted GPA of 2.00
 - IV. Students from non-traditional grading systems may be evaluated cooperatively by the Education Provider and the College to determine eligibility.
 - V. Students must successfully complete the College's orientation.
- c. Dual enrollment credits may be in addition to the normal high school load or a part of the student's regular load. Credits must be used to fulfill high school graduation requirements.
- d. Pursuant to SBE Rule 6A-14.064, 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 the P.E.R.T., 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 (12) college credit hours prior to the correction of all deficiencies.
 - I. In addition, the student that has accumulated twelve (12) college credit hours and has not yet demonstrated proficiency in the basic competency areas of reading, writing, and mathematics is advised in writing by the College's catalog of the requirements for associate degree completion and state university admission, including information about future financial aid eligibility and the

potential costs of accumulating excessive college credit, as outlined in Section 1009.286, F.S.

- e. Students are required to maintain a 2.0 college GPA and a 3.0 unweighted high school GPA to remain eligible for dual enrollment.
- f. Students new to dual enrollment must successfully complete the College's orientation.

5. Steps to Admission as a Dual Enrolled or Early Admission student

- a. Submit the Polk State College application for admission online.
- b. Submit the Polk State College Approval form for Dual Enrollment and Early Admission Students each semester, which functions as the course approval from the Education Provider. Students in the Polk County public schools may use the electronic dual enrollment portal called DELTA when available.
- c. Take and pass one of the state college placement exams — P.E.R.T., SAT, or ACT — at the college level in the skill areas that are required for the course(s) the student desires to take. Students may mix placement exams for the highest placement in each skill area. The ACT and SAT are only used to determine college-level skills and to exempt the student from any college developmental courses. Placement above the first college-level course, i.e. college algebra, trigonometry, pre-calculus and calculus, all require scores on the College's placement exam at that level. Students must present valid and official test scores for P.E.R.T., SAT, or ACT. These scores must be valid as of the first day of the term in which students enroll in courses. P.E.R.T., SAT, and ACT scores are valid for two years.
- d. All dual enrollment students are registered by a College Advisor. Students may not register themselves.
- e. Candidates for courses requiring a college-level math prerequisite must pass Algebra II (HS Course Code Number 1200330) or a higher-level mathematics course with a course GPA of 3.0 or higher.
- f. Participation in dual enrollment and early admission, separately or combined, may not exceed three academic years. Classes taken in any term of an academic year count as one year participation.

6. Minimum placement requirements to be admitted as a dual enrollment student are:

	<u>P.E.R.T.</u>	<u>SAT</u>	<u>ACT</u>	<u>CPT</u>	<u>FCAT</u>
<u>Reading</u>	<u>106</u>	<u>440</u>	<u>19</u>	<u>83</u>	<u>262</u>
<u>Writing/English</u>	<u>103</u>	<u>440</u>	<u>17</u>	<u>83</u>	<u>N/A</u>
<u>Mathematics</u>	<u>114</u>	<u>440</u>	<u>19</u>	<u>83</u>	<u>437</u>

7. Exceptions to Regulations in the Dual Enrollment Agreement

Any student who does not meet the College's GPA requirement may only have an exception where a course is repeated for the purpose of grade forgiveness until such time as the GPA requirement for dual enrollment is met.

8. College Treatment of Credits Earned

Participating in any dual enrollment course creates a college transcript for the student. All grades, including withdrawals, will be posted to the student's permanent academic record. Credits earned at the college level will be assigned based on the *Polk State College Catalog* description for the term in which the course is taken. If a student withdraws from a course after the Drop period is over, he/she will receive a *W* grade on the college transcript, which will count as an attempt at the course. *W* grades may subsequently affect a student's admission status to state universities and eligibility for future financial aid programs.

9. Treatment of Credits Earned

According to Section 1007.271, F.S., state law requires school districts to "weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighing systems that discriminate against dual enrollment courses are prohibited."

All acceptable dual enrollment courses that are used to meet high school core requirements must appear on the Articulation Coordinating Committee's (ACC) approved Dual Enrollment Course Equivalency List. Awarding of high school credits earned at the College will follow the recommendations made by the ACC. These recommendations address both the amount of credit earned and the subject areas in which the credit is posted. Those courses not specifically listed on the ACC course equivalency list will count as high school electives at the equivalent of one half ($\frac{1}{2}$) of a high school credit for each 3 credit-hour college course. Polk State expects all Education Providers to adhere to this statute. The complete list is on the ACC website at <http://www.fldoe.org/articulation/>.

Students earning credit under either dual enrollment program, when the college course is certified as fulfilling a portion of high school graduation requirements, will be awarded both high school credit and college credit.

10. Cessation of Early College and Dual Enrollment Benefits

Students who enroll in college courses in the summer of their high school graduation must do so as degree-seeking students rather than dual enrolled students unless the college course begins and ends prior to their high school graduation date and contributes to the requirements necessary for high school graduation.

High school students may not take college classes outside of dual enrollment, except in the summer of their senior year at which time the student is treated as regular degree-seeking student paying tuition and fees.

11. Transfer of Credit Earned in a Dual Enrollment Program

- a. Students earning credit under various acceleration programs are guaranteed transferability of credit under provisions of the State Articulation Agreement in cases where the student completes "general education requirements" and/or the Associate in Arts degree and is transferring to a state university in Florida.
- b. Students earning dual enrollment credit outside of the general education categories or outside of the AA degree requirements are not guaranteed

transferability of credit and will be evaluated by the individual college or university policy involved.

- c. Multiple attempts and low grades in dual enrollment courses may affect subsequent admission to state universities.
- d. The *Dual Enrollment Transfer Guarantees* of the state of Florida can be reviewed at <http://www.fldoe.org/policy/articulation>.

12. Information Procedures

It is the joint responsibility of the College and the Education Provider to inform students of availability and access to Dual Enrollment and Early Admission Programs. In addition, students and parents are directed to the Basic Course Information (BCI) to know the expectations of each course. BCI's are found in an electronic catalog at the polk.edu website. Parents and students are advised to read the catalog for information about services, procedures, regulations, and program and course information. Students and parents are referred to the College website's Dual Enrollment page for application instructions, information, and materials. They may also contact the college's Advising Office for additional information and assistance.

13. College and Education Provider Relationships

- a. The Polk Education Dual Enrollment Articulation Committee will arrange a meeting of appropriate personnel to review and update this agreement annually. All Education Providers will continuously work with the College on updates to the Agreement and/or the Addendums specific to them.
- b. The College's Deans of Student Services and the Education Provider's Dual Enrollment Liaison will be responsible for coordinating student service functions.
- c. Each request from a local school for the College to provide course offerings will be coordinated between the Education Provider's Dual Enrollment Liaison and the appropriate College Academic Dean at the college's discretion.
- d. Dual enrollment program students and all required exchange of course or student information from the College to the Education Provider will be the responsibility of the Education Provider's Dual Enrollment Liaison.
- e. The College Advising Office is responsible for the verification of application for admission, eligibility, test scores, and registration of all qualified students in classes offered at a high school site or on the College's campus.
- f. Communication about class offerings, scheduling of classes, textbook materials, faculty concerns, questions, or issues will be directed to the appropriate Dean of Academic Services at the College.

14. Instructional Materials

- a. Textbooks and Instructional Material Content and Availability: Textbooks and instructional materials used in dual enrollment courses must be the same as those used with other postsecondary courses at the postsecondary institution with the same course prefix and number. The College informs students of

textbooks and instructional materials through the class schedule and the College's online bookstore.

b. Cost of Textbooks and Supplies:

Textbooks and supplies will be the responsibility of the parent and/or the Education Provider unless otherwise outlined in an addendum to this Dual Enrollment agreement.

15. Counseling Services

- a. The Education Provider assumes all counseling, advising, and guidance responsibilities. College advisors are available for consultations at each campus and center during regular advising hours.

16. Staff

The following requirements shall apply to faculty providing instruction in college-credit dual enrollment courses:

- a. All full-time or adjunct faculty teaching dual enrollment courses must meet the Southern Association of Colleges and Schools Commission on Colleges' Principles of Accreditation. These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The College shall ensure faculty teaching dual enrollment courses meet these qualifications.
- b. Postsecondary transcripts of all full-time or adjunct faculty teaching dual enrollment courses must be filed with the College, regardless of who employs or pays the faculty member's salary.
- c. The College shall provide all full-time and adjunct faculty teaching dual enrollment courses with a copy of the current faculty or adjunct faculty handbook. Faculty shall adhere to the professional guidelines, rules, and expectations therein.
- d. The College shall provide all full-time and adjunct faculty teaching dual enrollment courses with access to the *Polk State College Catalog* and rules and procedures detailing information that includes, but is not limited to, drop and withdrawal policies, student code of conduct, grading policies, and critical dates. Faculty shall adhere to the guidelines, rules, and expectations therein that apply to faculty. Any exceptions to such requirements must be noted in an addendum to this Dual Enrollment Agreement.
- e. The College shall provide all adjunct faculty teaching dual enrollment courses with a full-time faculty contact or liaison in the same discipline.
- f. All full-time and adjunct faculty teaching dual enrollment courses, regardless of location of instruction, shall be observed by a designee of the College President and evaluated based on the same criteria, including Student Perception of Instruction evaluations (SPIs), used for all other full-time or adjunct faculty delivering college courses at the institution.
- g. The College shall provide all full-time and adjunct faculty teaching dual enrollment courses with a copy of course plans and objectives for the college course they are teaching. In addition, faculty shall be provided with information

on additional requirements related to Rule 6A-10.030, F.A.C., if applicable. All course objectives and identified competencies in the Basic Course Information document (BCI) must be included in the course plan and covered per the syllabus during the term.

- h. All full-time and adjunct faculty teaching dual enrollment courses shall file a copy of their current course syllabus with the College's discipline or department coordinator prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at the College.
- i. All full-time and adjunct faculty teaching dual enrollment courses shall adhere to the policies regarding administrative duties, such as reporting never attended students, communicating roster issues with the appropriate assistant registrar, and knowing college-level FERPA requirements.
- j. Adjunct instructors will be selected by the College from a pool of applicants who have made formal application to the College.
- k. Facilitators: Certain courses held at the site of the Education Provider may require a facilitator which shall be the Education Provider's employee.

17. Monitoring Students and Handling of Withdrawal Grades and Repeats

- a. The Education Provider shall obtain student schedules from the student who may retrieve them from Polk State's PASSPORT student portal after the Drop period.
- b. The College will provide feedback to each participating high school at the end of each college term via a copy of the student's permanent record (transcript) or electronic transmission of final grades.
- c. The College withdrawal process is as follows: Students may officially withdraw from a course(s) during any given term, provided they follow appropriate policy and procedure. Following the conclusion of the Drop period, students may officially withdraw without academic penalty from any course, provided they submit the appropriate forms to Student Services no later than the published withdrawal deadline. The published deadline reflects approximately, but no more than, 70% of the term, based upon the course's scheduled duration. Students cannot use course withdrawal to avoid academic dishonesty penalties. Students who have been penalized for academic dishonesty in a course are not eligible to withdraw from the course. Students in a Dual Enrollment program cannot withdraw online through their PASSPORT accounts.
- d. With the Education Provider's approval, dual enrollment students are allowed to repeat a course one time through dual enrollment. Third and subsequent attempts must be paid for by the student after completion of high school graduation and will be charged the full cost of instruction, which is roughly equivalent to out of state tuition. Although all course attempts appear on the transcript, only the grade earned in the most recent attempt is calculated in the overall GPA at the College. If a student stops attending class, the grade earned, usually an *F*, is assigned and posted.

- e. Termination of enrollment in a college course without satisfactory completion may hinder timely fulfillment of high school graduation requirements.
- f. Students who are matriculated cannot be withdrawn from college classes by the high school.
- g. Students at the College are obligated to all College policies and afforded all privileges as outlined in the catalog, including the right to petition for a withdrawal or drop.

NOTE: Other institutions may not necessarily have the same grade forgiveness policy as Polk State College and may recalculate student GPAs or reassess eligibility for financial aid.

18. Test Scores

Responsibility for Testing:

The Education Provider has the primary responsibility of providing test scores to the College. Item 6 of this agreement describes valid and acceptable tests. The College reserves the right to administer a college placement test if deemed beneficial to the student.

Transmission of Test Scores between the Education Provider and the College:

The Education Provider may obtain P.E.R.T. test scores from the College. The College may obtain test scores from the Florida (P.E.R.T.) repository. SAT and ACT scores should be ordered by the student to be sent to the College using the test provider's official ordering mechanism.

19. Transportation

Students enrolled in dual enrollment courses not offered at their home high school will be responsible for arranging their own transportation to the site of the course offering.

20. Financial Considerations

In compliance with existing laws and SBE Rules, the following Agreement is made relative to financial considerations:

- a. Early Admission students – The College will not assess course matriculation and tuition fees for full-time early admission **to students** when such courses are approved for dual funding per this Agreement.
- b. Dual Enrollment students – The College will not assess course fees for dual enrollment **to students** when the student is certified as taking college courses for college and high school credit and the courses are approved for dual credit per this Agreement.
- c. All fees for services assessed to the Education Provider will be outlined in an addendum.

This Agreement may be amended upon the advisement of education providers should SBE Rules, Florida statutes, or interpretations require such action.

This agreement may contain an addendum, which is signed and agreed to by both parties and includes agreement to all policies and procedures herein.

This agreement shall commence for the 2015-2016 school year and will be reviewed annually to consider revisions.

IN WITNESS WHEREOF, the College hereto has caused this Agreement to be executed by the dates indicated below.

THE DISTRICT BOARD OF TRUSTEES OF POLK STATE COLLEGE ON BEHALF OF THE COLLEGE.

By 
Chair Board of Trustees, Dan Dorrrell

Approval Date 7-15-15

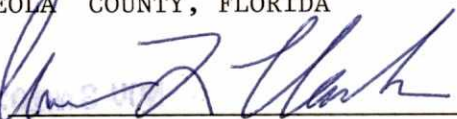
Attest 
Dr. Eileen Holden, President

Approval Date 7-15-15

RTW

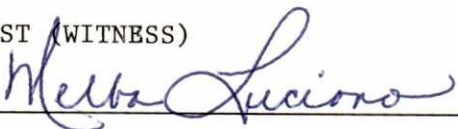


THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA

By: 

Approval Date: 11/17/15

ATTEST (WITNESS)

By: 

Approval Date: 11/17/15

**Addendum to the Dual Enrollment Agreement for 2015-2016
Between
Polk State College and the School Board of Osceola County**

This addendum is an extension of the Dual Enrollment Agreement between Polk State College (hereafter referred to as the "College") and the School Board of Osceola County (hereafter referred to as the "School Board"). Unless otherwise specifically noted, this addendum does not replace regulations outlined in the Dual Enrollment Agreement.

Governing Law

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, Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act of 2004 and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act, Section 119, Florida Statutes, subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. A violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement, and the non-breaching party may then terminate this Agreement, subject to the requirements of the law with regard to dual enrollment programs. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

Indemnification

To the extent permitted by law, each Party agrees to be fully responsible for its acts of negligence or its officers, agents and employees' acts of negligence when acting within the course and scope of their employment. Each Party agrees to be liable for any damages resulting from said negligence to the extent permitted by Florida law. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Without limitation, nothing herein modifies the rights of the parties and the limits of liability in Section 768.28, Florida Statutes.

No Third Party Beneficiaries

There are no third party beneficiaries created or entitled by this Agreement, and only the specific parties hereto shall have any rights or standing to enforce this Agreement or any provision hereof.

Background Check

Pursuant to sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes, the College agrees to comply with the applicable fingerprinting and background screening requirements of, and meet the standards established by, the aforementioned statutes. This background screening must be completed in advance of the College or its personnel providing any dual enrollment instructional services to the School Board under this Agreement. The College shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the College and its personnel. The parties agree that the failure of the College to perform any of the duties described in this section shall constitute a material breach under this Agreement, except as may be required by law. The College agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the negligent acts or omissions of the College or its officers, agents and employees in failing to comply with the requirements of this section or with applicable sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, to the extent of and subject to, the limits of liability set forth in section 768.28, Florida Statutes. Nothing in this provision is intended to be, nor shall be construed as, an agreement on the College's part to indemnify and hold harmless the School Board for any claims, damages, or liabilities arising from or out of any acts or omissions of third parties.

Conduct While On School Property

The College acknowledges that its agents, employees and representatives who are on School Board's school property pursuant to this Agreement or otherwise at the direction of the College, must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves

in a manner consistent with the School Board policies and subject to the discretion of the site administrator or the School Board. It will be considered a breach of this Agreement for any agent, employee, or representative of the College to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the School Board. The College agrees to immediately remove any agent, employee, or representative if directed to do so by the site administrator, its designee, or the School Board.

Non-Discrimination

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color religion, sex, age, marital status, disability, political, or religious beliefs, sexual orientation, genetic information, or national or ethnic origin.

Annual Appropriation

The performance and obligations of each of the parties under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If either party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated upon written notice to the other party at the earliest possible time before such termination. No penalty shall accrue to such terminating party in the event this provision is exercised, and such terminating party shall not be obligated or liable for any future payments due or any damages as a result of termination.

Excess Funds

Any party receiving funds paid under this Agreement agrees to promptly notify the other party of any funds erroneously received upon the discovery of such erroneous payment or overpayment and to refund such excess funds payment.

Public Records

This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. The parties agree and acknowledge that any books, documents, records, correspondence or other information kept or obtained by either party, or furnished by either party to the other party, in connection with this Agreement or the services contemplated herein, and any related records, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, Florida Statutes.

Assignment

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.

Waiver

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Force Majeure

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

Notice

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the School Board:

Superintendent of Schools
The School District of Osceola County
814 Bill Beck Boulevard
Kissimmee, FL 34744

With a copy to:

Executive Director of Contract Services
The School District of Osceola County
814 Bill Beck Boulevard, Building 2000
Kissimmee, FL 34744

For the College:

Vice President for Student Services
Polk State College
999 Ave H NE
Winter Haven, FL 33881-4299

With a copy to:

Director of Student Enrollment Services
Polk State College
999 Ave H NE
Winter Haven, FL 33881-4299

Information Procedures: Addendum to #12

In addition to information procedures noted in the Dual Enrollment Agreement between Polk State College and all Education Providers, the School Board shall inform all eligible secondary students and their parents of dual enrollment as an educational option and mechanism for acceleration, including eligibility criteria, the option for taking dual enrollment courses beyond the regular school day and year, a statement of potential for degree or certificate program, and the process by which students and parents exercise their option to participate in dual enrollment with the College.

Instructional Materials: Addendum to #14

1. Instructional Materials Content and Availability:
 - a. The School Board shall provide dual enrollment students, free of charge, required college textbooks and other instructional materials in accordance with Florida Statutes §1007.271(17). Instructional materials purchased by the School Board on behalf of dual enrollment students shall be the property of the School Board. The School Board shall not be responsible for any tuition and instructional materials for Charter Schools.
 - b. Polk State College will not provide courses taught at the high schools for the School Board.
 - c. For courses taught at one of the College's campuses or centers, the School Board will be responsible for providing the student with the required instructional materials on order at the campus bookstore. Information about required materials can be obtained from the College bookstore website no later than 30 days prior to the start of the class. The College makes every effort to retain books for at least three years, when possible.

- d. All textbooks must be returned to the School Board and textbooks that are reusable will be reassigned to students the following semester.
- e. The high school instructional-materials manager will maintain an inventory of the instructional materials issued to students for all dual enrollment courses and will also be responsible for the recovery, redistribution, and/or sale of the instructional materials.
- f. Regarding requests from Dual Enrollment students to take a course(s) during a summer term, the School Board may provide instructional materials for summer term for those courses for which instructional materials have been purchased in the fall and spring semesters and are available for use during summer term. **However the School Board will have no obligation to pay tuition for summer terms.**

Monitoring Students and Handling of Withdrawal Grades and Repeats: Addendum to #17

- a. The College will provide student schedules to the appropriate high school personnel at the end of the Drop period each term.
- b. The College will provide grades electronically to the designated staff person at the School Board each term.

Florida Statute 1007.271 – Dual Enrollment Programs: Addendum to Financial Considerations #20

In order to meet the requirements of F.S. 1007.271, the College and the School Board have agreed on the following provisions:

- a. Students enrolled in college courses through dual enrollment are exempt from the payment of registration, tuition and laboratory fees, in accordance with section 1007.271(16), Florida Statutes.
- b. In accordance with §1007.271:
 - The School Board shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to the institution providing instruction when such instruction takes place on the postsecondary campus [either in face-to-face, hybrid, or online formats] and the course is taken during the fall or spring to cover instructional and support costs incurred by the postsecondary institution.
- c. The College will assess a fee of \$71.98 per student credit hour for classes taken in the fall and spring terms at any College campus or center.
- d. An invoice will be sent to the School Board designated address after the last Drop deadline of the term's latest session. Charter Schools will be assessed and invoiced separately from the School Board.
- e. Accompanying the invoice will be a full detailed report on each student enrollment that includes at a minimum:
 - the names of students participating in dual enrollment courses that term by high school
 - student enrollment and completion status (i.e. fail, pass or withdraw)
 - credit hours earned for each student
- f. The School Board will review and confirm student enrollment and school assignment after receiving the FTE report (October/February) and the grade report (December/May) to ensure accuracy of the invoice.

Miscellaneous Additional Provisions:

- In accordance with section 1007.271(7), Florida Statutes, career dual enrollment will be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to section 1008.44, F.S., which count as credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.
- The parties will comply with all respectively applicable state and federal laws, rules, and regulations concerning accommodations for students with documented disabilities. The educational entity where the course is being taught will be responsible for the costs of providing the appropriate accommodations for students with documented disabilities. In the event that the School Board has

provided a student with an accommodation that is transportable, then the School Board will ensure that the accommodation follows the student to the College while the student is participating in dual enrollment courses on the College's campuses. Such accommodations will follow the student and will remain the property of the School Board.

This Addendum Agreement may be amended upon the mutual written agreement of both parties should SBE Rules, Florida statutes, or interpretations require such action.

This Addendum shall commence for the 2015-2016 school year and will be reviewed annually to consider revisions. The term of this Agreement shall be effective as of the last date signed by all parties, is subject to annual review, and shall continue annually unless terminated by either party. Such termination shall be upon thirty (30) days advance written notice. Such termination shall not affect the rights and duties of the parties under this Agreement with respect to the dual enrollment students enrolled in the then current College academic semester.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum Agreement and the Dual Enrollment Agreement with all High School Education Providers to be executed by the dates indicated below.

THE "COLLEGE"

THE DISTRICT BOARD OF TRUSTEES
OF POLK STATE COLLEGE

Approval Date 10/26/15

By: 
Board of Trustees, School Board of Polk County,
Teresa Martinez

Approval Date 10/26/15


Attest: 
Dr. Eileen Holden, President

RTW

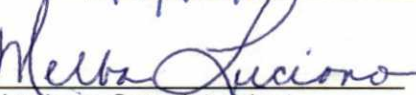
THE "HIGH SCHOOL EDUCATION
PROVIDER"

THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA

Approval Date 11/17/15

By: 
Clarence Thacker, Chairman

Approval Date 11/17/15

Attest: 
Melba Luciano, Superintendent