

**ADDENDUM TO THE DUAL ENROLLMENT ARTICULATION AGREEMENT FOR 2023-2024
BETWEEN
POLK STATE COLLEGE AND FLORIDA VIRTUAL SCHOOL (FLVS)**

Student Eligibility: Addendum to "A List of Any Additional Initial Student Eligibility Requirements for Participation in the Dual Enrollment Program."

In consideration of the limited classes per term that students take through Florida Virtual School (FLVS), the requirement for high school credits earned to participate in Early Admission will be 18 and not 21 as listed in the Dual Enrollment agreement.

Steps to Admission: Addendum to "A Description of the Process by Which Students and Their Parents Exercise Options to Participate in the Dual Enrollment Program"

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

Steps to Admission as a Dual Enrolled or Early Admission Students

1. Submit the Polk State College application for admission online. Students should select the option to indicate they are currently attending high school and select "Florida Virtual School - Orlando" as their currently enrolled school.
2. 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. In addition to common placement test scores, the alternate methods to common placement tests included in Rule 6A-10.0315(3) (a-c), Florida Administrative Code, shall have demonstrated readiness for college-level coursework.
3. Take the College's student orientation which educates students on course loads, class policies, add, drop, withdrawal, grade, grade forgiveness, and grade distribution policies in addition to topics such as degree design, college services, and dual enrollment processes. Once completed, students should send the electronic completion certificate to their FLVS counselor.
4. Students should complete the Polk State College Approval Form for Dual Enrollment and Early Admission Students and submit to their FLVS counselor. This form must be completed each semester. The form functions as the course approval from the Education Provider. This form outlines the student obligations and provides parents with information each semester.
5. FLVS will submit to the following items to the appropriate College dual enrollment coordinator: completed Polk State College Approval Form for Dual Enrollment and Early Admission Students with all appropriate signatures, and test scores (unofficial if applicable).
6. The dual enrollment coordinator will enroll the student in the selected courses and communicate with the FLVS counselor regarding completion of the enrollment process.
7. 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 3.00 or higher.

Tuition and Fees: Addendum to "A Funding Provision That Delineates Costs Incurred by Each Entity"

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

1. The College will assess a fee of \$71.98 per student credit hour for classes taken in the fall, and spring terms on any of the college's campuses or centers, including online.
2. The College will not assess any fees for students enrolled in course sections taught by FLVS faculty in accordance with the stipulations contained later in this agreement.
3. An invoice will be sent to the FLVS designated address after the last drop deadline of the latest session offered of the term.
4. FLVS will remit payments to Polk State College once FLVS receives payment for said students.
5. Textbooks, instructional materials, and proctoring expenses will be the responsibility of FLVS. FLVS is responsible for informing students of the procedure to obtain textbooks and required ancillary materials.

Provision for Online Course Offerings

As it is necessary for FLVS students to complete all coursework online without the need to visit one of the College's campuses or centers, the following process has been established to ensure the availability of space in online courses for FLVS students.

As an ongoing process, the FLVS Full-Time School Program's Guidance Counselor will analyze students' needs to determine which courses students will be interested in taking. The FLVS Counselor will send to the appropriate academic dean a list of courses and projected student enrollment by the dates listed in the table below.

| Semester | Deadline for Student Course Requests |
|-----------------|---|
| Fall | March 1 |
| Spring | October 1 |
| Summer | February 1 |

Once the College receives the list of courses and projected student enrollment, the academic dean will identify sections of each course that allow the student to complete the coursework without visiting campus. This may require the use of online proctoring software. The academic dean will notify FLVS within three weeks of receiving the request if any of the courses are not available in an online format. The College will take reasonable measures to hold or reserve space for FLVS students in the identified course sections. While course requests received after the dates listed above will be considered, availability of space cannot be guaranteed.

Provision for the Selection of Classes

FLVS accepts responsibility for the selection and approval of courses and corresponding classes to meet students' high school requirements and ensures students permitted to participate in the dual-enrollment program are intellectually, emotionally, and behaviorally mature enough to be exposed to adult content, challenging assignments, and college-level expectations.

Procedures for Course Offerings Taught by FLVS Faculty

The College agrees to allow a limited number of sections of mutually agreed upon courses to be taught by FLVS faculty. The following provisions apply.

1. **Coordination and Supervision:** The coordination and supervision of courses taught by FI VS faculty will be carried out as a joint effort between the appropriate FLVS staff and the appropriate College academic dean.
2. **Learning Management System:** All sections of college courses taught by FLVS faculty must be taught using the College's learning management system.
3. **Needs for Dual Enrolled Offerings:** FLVS will coordinate with the appropriate academic dean to identify the number of course sections to be taught by FLVS faculty.
4. **On-Boarding of FLVS Faculty:** FLVS faculty who wish to teach dual enrollment courses must complete the College's on-boarding process for adjunct faculty. Deadlines for this process will be communicated to FLVS by the campus academic dean.
5. **End-of-Course Assessments:** Dual enrollment courses taught by FLVS faculty must meet all competencies expected and outlined in the Basic Course Information (BCI) document. To ensure equivalent rigor with college courses, the institution granting postsecondary credit shall be responsible for providing a comprehensive, cumulative end-of-course assessment or a series of assessments of all expected learning outcomes. Where applicable, assessments shall be provided to the FLVS faculty by the College in a timely manner to ensure availability prior to scheduled administration dates. Completed, scored exams will be returned to the College and held on file for a period of two (2) years.
6. **Classroom Interruptions:** Dual enrollment courses taught by FI VS faculty shall ensure minimal interruptions of class time.
7. **Grading Policy:** Dual enrollment courses taught by FLVS faculty will follow college grading policies. Course requirements such as tests, papers, or other assignments for dual enrollment students must be at the same level of rigor or depth as those for all non-dual enrollment postsecondary students. All full-time and adjunct faculty teaching dual enrollment courses must observe the College's deadlines for submission of grades and other required administrative duties in the appropriate format. All faculty will be advised of postsecondary institution-wide grading guidelines prior to teaching a dual enrollment course.
8. **Code of Conduct:** Students enrolled in dual enrollment courses will be subject to the student conduct codes, procedures, and policies of FLVS and the College as outlined in the policies of the high school and the *Polk State College Catalog/Handbook*. Should a conflict be identified as a result of either institutions' policies or procedures, FLVS and the College will notify each other of behavioral infractions and will jointly resolve the conflict while providing due process for the student. A student shall lose eligibility to participate in dual enrollment if FLVS determines that a student is being disruptive to the learning process, such that the progress of other students and the efficient administration of the course are hindered.
9. **Accountability of Assessment Standards:**
 - a. The College shall analyze student performance in dual enrollment to ensure that the level of preparation and future success is comparable with non-dual enrollment postsecondary students. Analyses and recommendations shall be shared and reviewed with FLVS as appropriate.
 - b. Any course-, discipline-, college-, or system-wide assessments that the College requires in non-dual enrollment sections of a course shall also be used in all dual enrollment sections of the course taught at the high school.
 - c. The College shall compare student performance, to include final grade and exam, of dual enrollment course offerings taught by FLVS faculty and those taught at college campuses to ensure that results are comparable to non-dual enrollment sections. Results will be made available to FLVS, the College President, and the Department of Education.
 - d. At the conclusion of each college term, the College will timely provide to FLVS evidence of each student's enrollment in the course in the form of the student's dual enrollment class transcript (including but not limited to the College's issuance of a final grade). If the Florida Department of Education revises its criteria, then the parties agree to work together in good faith to satisfy any new requirements.
10. **Salaries and Pay Arrangements for On-site Course Offerings:**

- a. FLVS faculty teaching dual enrollment courses will be compensated by FLVS as appropriate.

Public Records Law

The Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Polk State College understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with Section 119.0701, Florida Statutes, Polk State College agrees to:

- a. Keep and maintain public records required by the FLVS in order to perform the Services.
- b. Upon request from FLVS's custodian of public records, provide FLVS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Polk State College does not transfer the records to FLVS.
- d. Upon completion of the Agreement, transfer, at no cost, to FLVS all public records in possession of Polk State College or keep and maintain public records required by FLVS to perform the Service. If Polk State College transfers all public records to FLVS upon completion of the Agreement, Polk State College shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Polk State College keeps and maintains public records upon completion of the Agreement, Polk State College shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FLVS, upon request of FLVS's custodian of public records, in a format that is compatible with the information technology systems of FLVS.

IF POLK STATE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, POLK STATE COLLEGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT : CustodianofRecords@FLVS.net, OR BY PHONE 407-490-2879, OR BY MAIL 5422 Carrier Drive, Suite107 Orlando, FL 32819.

E-VERIFY

In accordance with section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

Solicitation of Employees

Each Party (FLVS and Polk State) agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly or indirectly, on its own behalf or as a representative of any other person or

entity, solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter into employment with any other person or entity.

Execution of Agreement

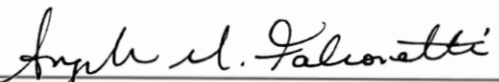
This Addendum Agreement may be amended upon the mutual agreement of both parties should SBE Rules, Florida Statutes, or interpretations require such action. Either party may end this agreement without cause and at will.

This Addendum shall commence for the 2022-2023 academic year and will be reviewed annually to consider revisions.

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.

For the College:

By  Approval Date 6/30/2023
Greg Littleton, Chair, Board of Trustees

Attest  Approval Date 6/30/2023
Dr. Angela M. Garcia Falconetti, President

For FLVS:

By _____ Approval Date _____
Dr. Louis Algaze, President and CEO

Approved as to Legal Form: _____
FLVS Office of General Counsel