

DUAL ENROLLMENT AGREEMENT
Indian River State College
And
Martin County School District

Whereas, Section 1007.271, **Florida Statutes**, requires state colleges and school districts to develop comprehensive Dual Enrollment articulation agreements, the **District Board of Trustees for Indian River State College**, hereinafter referred to as the **TRUSTEES**, and the **Martin County School Board**, hereinafter referred to as the **BOARD**, have made the following determinations:

- A) Terms of this Agreement shall commence July 1, 2013 and end June 30, 2014 unless terminated as hereinafter provided.
- B) Annual meetings shall take place between representatives from both institutions to review this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- C) Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- D) The parties through this Agreement recognize that as provided under Section 1007.271, F.S., SBE Rule 6A-14.064, HB 7059, and SB 1514, accelerated mechanisms such as Dual Enrollment/Early College and advanced (college-level) instructional programs for qualified students from the School District enhance learning opportunities and are required to be made available for those students.
- E) The parties will adopt an Agreement as provided in Section 1007.271, F.S., SBE Rule 6A-14.064, HB 7059, and SB 1514 including:
 - 1. College Credit Dual Enrollment
 - 2. Vocational Credit Dual Enrollment
- F) Per Senate Bill 1514, the Martin County School district shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus to cover instructional and support costs incurred by the college. For 2013-14 the standard college credit tuition rate at a Florida College System institution is \$71.98 per credit hour or \$2.33 per vocational clock hour. On-line dual enrollment courses which originate at an IRSC campus and are taught by IRSC faculty are subject to this provision.

- G) Indian River State College will bill the school district for dual enrollment courses taken by high school students on IRSC campuses. The College will invoice for the total number of credits taken by high school students during the Fall and Spring Semesters. There will be no billing for dual enrollment courses conducted during the Summer Semesters.
- H) The College's invoice for dual enrollment will itemize the following information:
- Student's name
 - Prefix and title of dual enrollment course
 - High School Name
 - Number of credits.
 - Total number of credits for all students and
 - Total amount due
- I) A postsecondary institution may enter into an agreement with the school district to authorize teachers who teach dual enrollment courses at the high school site or the postsecondary institution.
- J) A school district may not deny a student access to dual enrollment unless the student is ineligible to participate in the program subject to provisions specifically outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. Ratification of Existing Agreements: All existing agreements between the TRUSTEES and the BOARD are hereby modified to conform with the terms of this agreement and the appendices of this document.

ARTICLE II. Program Description: In accordance with Section 1007.271, F.S., SBE Rule 6A-14.064, HB 7509, and SB 1514, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the TRUSTEES and the BOARD, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included as an appendix to this Agreement, along with the IRSC Dual Enrollment Course list website link.

Section 1007.271, F.S. 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, weighting systems that discriminate against dual enrollment courses are prohibited.”

Course Lists: Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for Dual Enrollment. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

Physical Education, College Preparatory courses, and private music lessons are excluded from this Agreement. Any changes necessary during the academic year will be mutually agreed upon by the articulation representatives of Indian River State College and the School District. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Those requirements should be checked with the Bright Futures Office.

Course Credit: According to Section 1107.271 (2), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the DUAL ENROLLMENT EQUIVALENCY LIST.

College Guidance:

- 1) Dual enrollment students will be assigned an IRSC advisor during their first term of enrollment. They will meet with their advisor to create an advising plan based upon their academic and career goals. This plan will then be used by the student and the high school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
- 2) Dual enrollment students will be able to access their educational plan online via the IRSC website where it can be utilized to search for available classes each semester.
- 3) This plan will ensure that dual enrollment students remain “on-track” for a college degree. High school counselors are responsible for ensuring that all applicable high school graduation requirements are met with the exception of courses dropped without notification to the counselor.

4) Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their high school counselor and their assigned college advisor, based upon their individualized advising plan. Upon selection of the classes, they may register online, and submit the Dual Enrollment Registration Form (IRSC68) with appropriate signatures to any IRSC campus. Submission of this form ensures that applicable fees for approved courses are exempted.

5) IRSC provides high school counselors with online access to:

- The student's advising plan
- Transcript of grades
- Student degree audit, test scores and placement values
- Academic planning comments
- Student class schedule
- Email links to the student's IRSC counselor/advisor
- Electronic notification of student withdrawals and drops from IRSC Dual Enrollment classes.

Notice to Participate: Students, parents, and school counselors will be notified by IRSC on the opportunities to participate in Dual Enrollment classes by:

- 1) Providing information sessions to be held at all IRSC campuses during the Spring Semester of each academic year.
- 2) The Office of Enrollment Management at IRSC, Campus Provost, or other IRSC representatives visiting each high school to provide enrollment support and information to the high school guidance counselors.
- 3) Enrollment Management coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
- 4) Sending students and/or parents a letter informing them of the student options to participate in dual enrollment.
- 5) Hosting a guidance counselor conclave in the fall semester each year to update and inform area high school counselors of dual enrollment opportunities for students as well as other opportunities at IRSC.

Student Eligibility: High school students/parents interested in dual enrollment must fulfill the requirements to participate identified under Section 1007.231 (3), F.S. and SBE Rule 6A-14.064 and provided further, all eligible students:

- 1) Must be enrolled in grades 10, 11 or 12 in a Florida public secondary or in a Florida non-public secondary school which is in compliance with Section 1002.42 (2) or enrolled in home-education programs pursuant to Section 1002.01 (1).
- 2) Must hold a minimum of 3.0 unweighted GPA for college credit courses and a minimum of 2.0 unweighted GPA for technical education courses

and/or Student Life Skills (SLS) courses. Recommended students with a GPA lower than the requirements above for dual enrollment may enroll pending documentation of approval from school district officials and the college administration.

- a. Exceptions to the GPA requirement may be granted by an IRSC Dean or Provost, upon the recommendation of the high school guidance counselor.
 - b. Decision will be based on high school justification, academic rigor of the course, placement scores, and other academic history.
- 3) Must show college coursework readiness by successfully achieving the scores established by the Florida College System for placement into college-level math, reading, and English courses as stated in Section 1008.30, F.S. Beginning with the academic year of 2012/13 the State of Florida will use the new Postsecondary Education Readiness Test (PERT) exam instead of the College Placement Test (CPT).
 - 4) May substitute the appropriate scores from a state-approved standardized test (ex. Enhanced ACT or SAT Recentered) to qualify for specific college credit dual enrollment courses. Current ACT and SAT scores for college level readiness are:

ACT English:	17
ACT Reading:	18
ACT Math:	19

SAT English:	440
SAT Reading:	440
SAT Math:	440

- 5) Who have accumulated twelve (12) college credit hours and have not yet demonstrated proficiency in all of the basic competency areas of reading writing and mathematics must be advised in writing by the School District 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.
- 6) Must complete dual enrollment application/permission forms with all appropriate signatures.
- 7) Must complete course registration forms with all appropriate signatures.
- 8) Must complete any applicable vocational assessment (i.e. TABE).
- 9) If a student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not register for that course through dual enrollment.

Student Support: High school counselors and IRSC educational service staff members will work together to ensure that each student meets the academic

eligibility requirements for dual enrollment courses. High school guidance counselors are responsible for assisting the student to identify college courses that also meet high school graduation requirements; see Dual Enrollment Course Offerings on the IRSC Dual Enrollment Page at the college website:

<http://www.irsc.edu/uploadedFiles/Programs/DualEnrollment/dual-enrollment-courses.pdf>

Student Standards of Conduct (page 37-39 of Student Handbook):

The college looks upon its students as mature individuals at an age of responsibility for their own actions. The following regulations were designed by the students, staff, and faculty in order to insure compliance with state and county laws and to promote the safe, efficient operation of the College. Violations of these regulations will be referred to the Vice President of Student Affairs for appropriate action, which may include a Student Affairs Committee. Failure to respond to a summons by letter, telephone call, or message delivered by an IRSC employee concerning a matter of conduct is considered a violation of the student code of conduct. (See Administration of Student Discipline, page 55.)

Board Policy Number 6Hx11-7.24 Student Standards of Conduct— Any student who accepts the privilege of enrollment at Indian River State College is deemed to have given his or her consent to adhere to the policies of the College and the laws of the State of Florida. Students shall conduct themselves in a manner compatible with the College’s function as an educational institution.

Student Standards of Conduct are applicable on campus, at off campus locations or activities, and while using College facilities or equipment. Each student shall assume responsibility for familiarity with College policies and agree to the highest moral and ethical standards of conduct including, but not limited to the following:

- To uphold and abide by all College policies and procedures including those of the Campus Coalition Government;
- To respect each student’s right to learn in all educational environments;
- To participate and contribute to class discussions and activities to the best of his or her ability;
- To make responsible use of all College facilities and equipment including electronic communications with faculty, staff, and other students;
- To demonstrate respect towards faculty, staff, administrators, and other persons employed by the College;
- To respect instructor grading policies and to adhere to the highest standards of academic honesty;
- To acknowledge and comply with reasonable requests for student

assistance or service by College personnel whenever possible;

• To extend courtesy, integrity, and good citizenship to all individuals at the College;

• To refrain from engaging in activities or conduct that might discredit or disrupt the College or its employees, students, and visitors.

Misconduct for which students are subject to discipline falls into the following categories:

A. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the College.

B. Forgery, alteration, or misuse of College documents, records, or identification.

C. Obstruction or disruption of teaching, research, administration of disciplinary procedures, or other College activities, including its public service functions, or conduct which threatens or endangers the health or safety of any such persons.

D. Theft or damage to property of the College or of a member of the College community or campus visitor.

E. Unauthorized entry to or use of College facilities.

F. Violation of College policies or of campus regulations including campus regulations concerning the registration of student organizations; the use of College facilities; or the time, place, and manner of public expressions.

G. Consumption, use, possession, distribution or involvement with alcohol, illegal drugs or substances, (e.g. heroin, cocaine, LSD, barbiturates, hallucinogenics, narcotics, marijuana) or presence when/ where these substances are being used or consumed.

H. Disorderly conduct or lewd, indecent, or obscene conduct or expression on College-owned property or at College-supervised functions.

I. Failure to comply with directions of College officials acting in the performance of their duties.

J. Conduct which adversely affects the student's suitability as a member of the academic community. Students who aid others in disciplinary infractions are also subject to disciplinary action.

K. Acts of sexual assault/battery (rape) or other forms of sexual misconduct, including harassment, exploitation, intimidation, or coercion.

IRSC Educational Services and advising staff will:

- 1) Make sure dual enrollment students are properly identified as such in the Mariner system.
- 2) Ensure that an individualized student success plan is developed and implemented for each dual enrollment student.

- 3) Provide ongoing advisement to students regarding their progression in College courses and programs.
- 4) Provide the school district with the student's grades at the end of the term electronically through the state FASTER system.
- 5) Provide Dual Enrollment students with the use of all of IRSC academic support resources. Students are encouraged to utilize services such as: Career Planning, Academic Support Centers (ASC), and Libraries.
- 6) Students may also access the IRSC website for detailed information on degrees, programs, and resources.

Student Records: The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22(3)(d), F.S., and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

Instructional Quality and Evaluation: The TRUSTEES shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment and by the Southern Association of Colleges and Schools Commission on College's Principles of Accreditation.

- 1) In all cases, faculty must meet IRSC faculty credentialing criteria based on SACS Guidelines. These IRSC criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught.
- 2) Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the TRUSTEES.
- 3) If the parties agree to utilize instructors employed by the BOARD, those instructors shall meet the same IRSC certification qualifications as other instructors employed by the TRUSTEES.
- 4) IRSC and the School District shall collaborate to ensure full compliance with all IRSC faculty certification procedures, and SACS Commission on Colleges Principles of Accreditation.
- 5) The President or designee, for the TRUSTEES, shall assign the instructors for all classes offered in accordance with this agreement.
- 6) A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
- 7) Those classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.
- 8) IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, objectives, competencies and final exams.

Completed scored exams will be returned to IRSC and held on file for at least one (1) year.

- 9) All instructors teaching dual enrollment courses shall provide a copy of the course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
- 10) All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.
- 11) IRSC and the School District shall collaborate to ensure full compliance with SACS standards regarding the number of college credit courses which may be offered on a high school site prior to seeking Substantive Change approval.

Responsibilities:

- 1) Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
- 2) Insurance fees will be paid by the student unless BOARD provides appropriate insurance for coverage.
- 3) Students and/or the BOARD are responsible for transportation to and from dual enrollment classes.
- 4) The President or designee, for the TRUSTEES, shall have the responsibility for selection of textbook and courses materials in accordance with this Agreement.
- 5) The BOARD is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee, for the TRUSTEES, and the Superintendent or designee, for the BOARD, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
- 6) All textbooks and reusable course materials become property of the BOARD at the end of the course and must be returned to the school by the student using the course materials.
- 7) The TRUSTEES shall issue payment for instructional time rendered by an instructor employed by the TRUSTEES and in accordance with the current AAUP contract.
- 8) The BOARD shall be responsible for payment of instructors employed by the BOARD for courses offered in accordance with this agreement.
- 9) Class size, locations and time of course offerings will be approved by the President or designee, for the TRUSTEES.
- 10) Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064, and HB7509.
- 11) Students and parents shall sign acknowledgement of the following college course-level expectations:

- a. Any letter grade below a "C" will not count as credit toward satisfaction of the requirements of SBE Rule 6A-10.030 F.A.C.; however, all grades are calculated into a student's GPA and will appear on the college transcript.
 - b. All grades, including "W" for withdrawal, become part of the student's permanent college transcript and may affect subsequent postsecondary admission.
 - c. Students who do not receive a passing grade for a course or who receive a grade of "W" according to the college, may retake the course at their own expense only.
 - d. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity.
 - e. Courses will be selected to meet degree/certificate requirements in order to minimize student and state costs for excess hours.
- 12) Grades awarded by IRSC are not subject to change by the BOARD or its representatives, including a "W". State Board Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school's acceptance of transfer credit for students in Florida's public schools.

Financial Arrangements – Tuition and Cost Sharing:

- 1) When dual enrollment instruction is provided on the high school site by an Indian River State College faculty member, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college to provide the instruction.
- 2) When a dual enrollment course is held on the high school campus and instruction is provided by school district faculty, the school district is only responsible for the College's actual costs associated with offering the program. Indian River State College and the Martin County School District agree to share in these other actual costs; therefore, no charges will be assessed. On-line dual enrollment courses which are taught in their entirety by school district faculty approved by IRSC to teach the course are subject to this provision.
- 3) In acknowledgement of the school districts partnership and to transition collaboratively to new provisions, IRSC will establish a one-year cost sharing program in the academic year 2013-14 for dual enrollment based on enrollment participation from the 2012-13 school year data.
- 4) The College will invoice the school district twice, on November 1, 2013 and on May 1, 2014 during the 2013-14 school year. The invoice is payable 30 days from the date of the invoice and will include the details listed in section H of this agreement.
- 5) Provided the outstanding invoice to the school district for the Fall 2013 and Spring 2014 terms are paid to the College by December 15, 2013 and June 15, 2014, respectively, the College agrees to share in the cost of dual enrollment instructional materials in the total amount of

Exhibit

Maintenance and Public Access to Records

In compliance with F.S. 119.0701(2013) the Contractor shall:

- (a) Keep and maintain public records that would ordinarily and necessarily be required by the Martin County School Board in order to perform the services provided by the Contractor. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- (b) Provide the public with access to these public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. "
- (f) If the Contractor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Signed this 18 day of September, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this document.

(Legal Name of Contractor)

By: _____
Contracting Agent
Print Name: _____
Date: _____

Maura Barry - Sore
Martin County School District Personnel
School Board chair
Position/Title

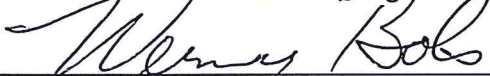
\$187,000, payable in two equal installments on December 31, 2013 and June 30, 2014 to the school district.

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

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 there under. The parties expressly agree to maintain records in compliance with the Federal Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:


THE DISTRICT BOARD OF TRUSTEES
OF Indian River State College


Chair - Werner Bols

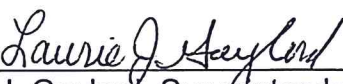
Date: 9-24-13

Attest: 
Dr. Edwin R. Massey, President

SCHOOL BOARD OF
Martin County


Chair- Maura Barry-Sorenson

Date: 9-18-2013

Attest: 
Laurie J. Gaylord, Superintendent