

APPROVED

180104

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 7/17/17
 Contact Name (Person Overseeing the Contract): Michael Wingosa Telephone Number: 509 2613
 School/Department Submitting Contract: CI
 Vendor Name: UNIV. of NORTH FLORIDA
 Contract Title: 2017-2020 Dual Enrollment Articulation Agreement
 Contract Type: New Renewal Amendment Extension
 Date Original Contract Approved: NA Prior Year's Pricing: NA
 Contract Term: 3-years (annual renewal if agreed upon) Renewal Option(s):
 Contract Cost: \$2,500 Payment Schedule (Are the payments made monthly, when task is finished, etc):

Funding Source: 0100, 5100, 0310, 9007, 0000
 Strategic Plan Tie-in Explanation: This agreement provides a partnership between the 2 institutions. The service provided by UNF allows Clay students to earn college credits while in high school.

Background/Discussion/Research/Alternatives: Last year (2016-17) a few students attended UNF through the online DE program. Officially it must have an agreement in an allow student to do this. This agreement will meet state statute.

RECEIVED
 JUL 18 2017
 PURCHASING

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document.

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$300,000 Minimum [If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.

Approvals

Comments

Approvals	Approved	Denied	Comments
Superintendent:	Approved	Denied	
Review Date:			
District Attorney:	Approved	Denied	
Review Date:			
Information & Technology:	Approved	Denied	
Review Date:			
Finance:	Approved	Denied	
Review Date:			
Insurance Certificate:	Approved	Denied	govt contract - NO COI req'd
Review Date:			
Purchasing:	Approved	Denied	
Review Date:			

2017-2020 Dual Enrollment Articulation Agreement
Between School Board of Clay County and
The University of North Florida Board of Trustees

THIS AGREEMENT, hereinafter referred to as (“Agreement”), is entered into by and between the School Board of Clay County, hereinafter referred to as (“SBCC”) and The University of North Florida Board of Trustees, hereinafter referred to as (the “University”).

WHEREAS, the Commissioner of Education has encouraged enhanced articulation agreements among public schools, community colleges, and universities and has provided comprehensive guidelines for such agreements in Section 1007.271 (21), Florida Statutes; and

WHEREAS, the University and the SBCC desire to enjoy a harmonious working relationship compelling enhanced articulation between the two entities thereby encouraging students to participate in an academically rigorous course of study and facilitating educational opportunities for students who are served by the two entities.

NOW, THEREFORE, BE IT RESOLVED that SBCC and the University agree to the following:

- A. Ratification of articulation between University and SBCC.** The Agreement replaces any existing agreements between SBCC and University dealing with dual enrollment and/or articulation matters.
- B. Parent and student notification process about student participation in the Dual Enrollment program.** SBCC shall inform all eligible secondary students and their parents of Dual Enrollment (as defined below) as an educational option and mechanism for acceleration, including eligibility criteria, and the process by which students exercise their option to participate in Dual Enrollment. This information shall be included annually in each high school’s curriculum guide, programs of study, student progression plan, and/or course catalog. University shall work with University’s Dual Enrollment high school liaisons to provide information for their curriculum guides/progression plans/course catalogs.
- C. Programs and courses available to students eligible for Dual Enrollment.** “Dual Enrollment” is the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. s. 1007.271 (1), F.S.

Course Offerings: Dual Enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course -- High School Subject Area Equivalency List* states the relationship between high school and college course subject areas and dictates the awarding of credit for said classes. All courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for Dual Enrollment credit and count toward high school graduation, including electives. Physical education, college preparatory, and non-credit courses in addition to courses within selected limited access programs are excluded from this agreement, as are courses with activities that presume an adult-level

of maturity and personal responsibility such as study abroad. Neither traditional high school nor dual enrolled high school students may be permitted to pay to take any college courses, including physical education or college preparatory classes.

D. Process for students and their parents to elect to participate in the Dual Enrollment program.

Application procedure: To participate in the University/ SBCC Dual Enrollment program eligible high school students will be required to first meet with their high school's guidance counselor or school liaison to receive the Dual Enrollment Admission Form. The completed Dual Enrollment Admission Form and the copy of official test scores must be submitted, with all necessary signatures, to the student's high school Dual Enrollment contact as soon as possible, but no later than 30 days before the start of the intended semester. The high school guidance counselor will confirm that the student has the appropriate class standing, CPT, P.E.R.T., ACT, or SAT test scores, and GPA to be eligible for Dual Enrollment prior to forwarding the application to the University. A complete application package is due to the University no later than 2 weeks before the beginning of the fall term at the University. Application and registration deadlines will be strictly enforced.

Withdrawing from a Course: In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all course withdrawal requests with their high school guidance counselor. The high school guidance counselor will then submit the necessary paperwork on the student's behalf to the University's Dual Enrollment Office for processing. All withdrawals must be completed by the University's withdrawal deadline. Dual Enrollment students who earn a "W" by withdrawing from a course will be subject to dismissal from the Dual Enrollment program. Withdrawal deadlines will be strictly enforced.

Weighting of Dual Enrollment: SBCC will "weigh" Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated" (Section 1007.271, F.S.).

Grade Forgiveness: Students may not repeat Dual Enrollment courses that they earned a grade of "W", "D", or "F". All grades including "W" for withdrawal will become part of the student's permanent record.

E. Student eligibility requirements for participation in the Dual Enrollment program. Students eligible for Dual Enrollment must have completed the sixth (6th) grade, have a 3.0 unweighted high school GPA, and have SAT, rSAT ACT, CPT, or PERT scores that meet state mandated minimums as follows:

CPT: 83 Reading comprehension, 83 sentence skills, and 72 Elementary Algebra

SAT: 460 Verbal and 460 Math

rSAT: 500 Evidence-Based Reading & Writing and 500 Math

ACT: 18 English, 19 Math, and 19 Reading

PERT: 114 Math, 106 Reading, and 103 Writing

Continued Eligibility: To maintain eligibility for continued enrollment in college credit Dual Enrollment courses, students must maintain a 3.0 unweighted high school grade point average and a 2.0 college grade point average and must have continued approval by the SBCC Dual Enrollment Liaison or designee.

Students who meet initial and subsequent eligibility criteria may become ineligible to participate in the dual enrollment program if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. Additional requirements included in the agreement may not arbitrarily prohibit students who have demonstrated the ability to master advanced courses from participating in dual enrollment courses.

F. Delineation of high school credit earned for the passage of each Dual Enrollment course.

Course Credit: Students enrolled in Dual Enrollment courses shall earn both high school credit from the SBCC and college credit from the University if they meet the minimum requirements for satisfactory completion of such courses. Students who complete a three (3), or four (4) credit hour Dual Enrollment course at the University with a passing grade will earn at least one-half (1/2) elective credit towards the high school diploma and/or designated subject credit.

G. Process for informing students and their parents of college-level course expectations. During the application process, SBCC will inform students of expectations including the fact that Dual Enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

H. Policies for procedures for determining exceptions to the required grade point averages on an individual student basis. Section 1007.271(3), F.S. allows exceptions to the required GPA on an individual student basis if both parties agree. Students must submit a petition and letter that must be approved by the SBCC Dual Enrollment Liaison and University personnel. Student's coursework, college readiness, and other factors will be reviewed to determine if the student has the potential to be successful in the Dual Enrollment program. If a student is approved, the student will be placed on probationary status and may be limited in credit hours and course selection.

I. Registration policies for Dual Enrollment courses. After acceptance into the Dual Enrollment program, the student and high school Dual Enrollment contact will submit the requisite documents to the appropriate SBCC Dual Enrollment Liaison for final vetting before submitting to the Dual Enrollment Officer at the University. A complete application package for each student is due to the University no later than 2 weeks before the beginning of the fall term per the University calendar. Application and registration deadlines will be strictly enforced.

Maximum Course Load: Dual Enrollment students may take a maximum of six (6) Dual Enrollment credit hours per term.

J. Faculty expectations and exceptions thereof. Faculty assigned to teach a University of North Florida Dual Enrollment course must meet the faculty credential requirements stipulated in the University of North Florida Faculty Employment policy (2.0310P) before being assigned as the instructor of record. The University will provide guidance on how to use the online portal, myWings, for timely submission of student grades.

Faculty evaluation: The appropriate UNF deans or their designee(s) will evaluate instruction and monitor student performance and student satisfaction in all Dual Enrollment classes using the same criteria for judging instructional quality as in effect in all classes offered at UNF.

K. Student handbook expectations and exceptions thereof. Dual Enrollment courses are college courses with comparable content and learning outcomes expected of all other college courses identified with the same statewide course prefixes and numbers without exception s.1007.271(6) F.S. The appropriate University Dean (or designee) and SBCC representatives will jointly craft and review a protocol for assessing and reporting the extent or degree of student learning on each of the individual learning outcomes/objectives. This protocol should distinguish between what students do in order to earn an overall grade and what students must achieve with respect to each individual learning outcome/objective in order to earn a certain score or rating on each learning outcome/objective.

Student Policies, Procedures, and Behavioral Expectations: Students enrolled in Dual Enrollment classes will be subject to the student policies and procedures of both SBCC and the University. Should a conflict be identified as a result of either institution's policies or procedures, SBCC and University will notify each other of any infractions and will jointly resolve the conflict while providing due process for students.

L. Determination of student eligibility and monitoring of student performance.

High School Guidance Services: The School Board's guidance staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the first priority. In addition, each high school's Dual Enrollment contact will check the unweighted GPA of Dual Enrollment students to confirm GPA qualifications are met.

M. Student grades and records.

Student grades: Dual Enrollment instructors are expected to submit student grades via myWings by term deadlines posted on the faculty academic calendar.

Student Records: University and SBCC agree to share student data consistent with the restrictions imposed by state and federal laws and statutes. The purpose of this sharing will be to inform students of educational opportunities, monitor academic achievement, measure program effectiveness and facilitate on-going research. Each organization agrees to treat such shared student information as confidential, and agrees not to release personally identifiable information to third parties, except as permitted by law.

N. Delineation of cost.

Full-Time equivalency funding: SBCC shall be eligible for the FTE funding in accordance with Florida law and rules. For dual enrollment courses offered on the University campus and online, the SBCC shall pay the standard tuition rate per credit hour from the Florida Education Finance Program (FEFP). SBCC will compensate SBCC personnel acting as dual enrollment adjunct faculty for University as part of their regular teaching load at the high school campus. SBCC will compensate University for the costs of University

instructional personnel, per the current cost for part-time or full-time faculty instruction, who teach at the high school campus at SBCC request.

Add/Drop and Withdrawal Policy: Students may add or drop a course during the Add/Drop window denoted on University's Academic Calendar. SBCC will not be assessed tuition for students who drop a course during Add/Drop. After the conclusion of Add/Drop, students may withdraw from a course without academic penalty (a grade of "W") at any time prior to the point in the semester as published in the academic calendar. SBCC will be responsible for tuition for students who withdraw from a course after the conclusion of Add/Drop.

Student Fees: Any student enrolled in the Dual Enrollment program shall be exempt from the payment of textbook, registration, tuition, and laboratory fees.

Instructional Materials: In accordance with s. 1007.271 F.S., instructional materials, including digital integrated course materials, for dual enrollment courses shall be made available to public high school students free of charge. Payment for required textbooks for classes conducted on the high school campuses or at University will be through SBCC. All instructional materials, including tangible and digital, shall be the property of the governing board of the purchaser.

Payment of tuition: The University will send SBCC an invoice, in accordance with s. 1007.271 F.S., of the student's tuition (\$105.07 per credit hour) the business day following the University's final day of Add/Drop. SBCC will submit payment to the University no later than the week midterm grades post, according to the University's academic calendar.

Payment of instructor salary: The University will send SBCC an invoice, in accordance with s. 1007.271 F.S., of the instructor's salary the business day following the University's final day of Add/Drop. SBCC will submit payment to the University no later than the week midterm grades post, according to the University's academic calendar.

SBCC address to send invoice:

School Board of Clay County
Attention: Director of Budget
900 Walnut Street
Green Cove Springs, FL 32043

UNF address to send payment of invoice:

University of North Florida
Attention: Manager Financial Services, Controller
1 UNF Drive, Hicks Hall
Jacksonville, FL 32224

- O. **Student transportation.** Students will be responsible for providing their own transportation to and from Dual Enrollment courses taken at the University. SBCC is responsible for providing transportation for students taking Dual Enrollment courses at the high school site in accordance with current transportation guidelines of SBCC.
- P. **Independent Contractor.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.
- Q. **Non Exclusivity.** This Agreement shall not prevent either party from developing joint programs or contracting for specific instructional services with any other entity or agency.
- R. **Amendments and Modifications.** This agreement (i) contains the full and complete understanding between the parties hereto with respect to the subject matter hereof, (ii) supersedes all prior agreements and understandings whether written or oral pertaining thereto and (iii) cannot be modified or amended except by a written instrument signed by each party hereto.
- S. **Term.** The Agreement shall be effective for five years upon being signed by both parties and shall continue in full force until terminated, modified, or renewed. Pursuant to Section 1007.235(21), Florida Statutes, the parties shall cooperate to review this Agreement annually in the fall term. This Agreement may be terminated by either party without cause by giving 60 days written notice of termination, provided, however, that the Agreement shall remain in effect as to courses students are then taking for the duration of the courses then in progress. Any provisions of this Agreement found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions hereof.
- T. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and to be fully performed therein, without reference to conflict of laws principles. In the event any suit, action or proceeding is brought by either party with respect to this Agreement, such action, suit or proceeding shall be brought in a Florida state court located in Duval County, Florida or in the United States District Court for the Middle District of Florida, Jacksonville Division, as the party bringing the suit, action or proceeding may elect and both parties hereby accept and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit or proceeding. In addition, both parties hereby irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of this Agreement or any judgment entered by any court in respect of any part thereof brought in the State of Florida and hereby irrevocably waive any claim that any suit, action or proceedings brought in Duval County, Florida, has been brought in an inconvenient forum. Nothing contained in this Agreement shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies and public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

IN WITNESS THEREOF, the parties have executed this Agreement on the date and by testament of the signatories below.

Addison Davis Date
Superintendent
School Board of Clay County

Janice Kerekes, Date
School Board Chair
School Board of Clay County

Earle Traynham Date
Provost and Vice President for Academic Affairs
University of North Florida Board of Trustees