

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 15000  
 Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:  
10/6/22  
 WHEN BOARD APPROVAL IS REQUIRED DO  
 NOT PLACE ITEM ON AGENDA UNTIL  
 REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: 9/22/22  
 Name of Contract Initiator: Alice Paulk Telephone #: 904 336 4501  
 School/Dept Submitting Contract: CTE Cost Center # 9002  
 Vendor Name: First Coast Technical College  
 Contract Title: 2022-23 Dual Enrollment Agreement between CSD  
 Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # + First Coast  
 Contract Term: 1 yr 7/31/2023 Renewal Option(s): Tech College  
 Contract Cost: \$ 5000.00

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT  
 Funding Source: Budget Line # 443.5100.130.9002.0000.4816.000.2  
 Funding Source: Budget Line # \_\_\_\_\_  
 NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT  
 INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):  
 \_\_\_\_\_ Completed Contract Review Form  
 \_\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)  
 \_\_\_\_\_ SIGNED Addendum A (If not an SBAO Template Contract)\*  
 \*This Statement MUST BE included in the body of the Contract:  
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."  
 \_\_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
 COI must list the School Board of Clay County, Florida as an Additional Insured and 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 = \$100,000 Minimum  
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].  
 \_\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)  
 \_\_\_\_\_ COVID-19 Waiver (If Applicable)  
 \_\_\_\_\_ Release and Hold Harmless (If Applicable)

RECEIVED  
 SEP - 2 2022  
 PURCHASING

RECEIVED  
 9/09/2022  
 SBT

**\* AREA BELOW FOR DISTRICT PERSONNEL ONLY \***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BTS</u> Review Date <u>9/6/22</u>	<u>check dates in section 2 (ie. March 2022)</u>
School Board Attorney <u>JB</u> Review Date <u>9/9/22</u>	<u>look</u>
Other Dept. as Necessary	
Review Date	

PENDING STATUS:  YES  NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS:  APPROVED \_\_\_\_\_ DATE: 9/14/22

**2022-2023 Dual Enrollment Articulation Agreement  
Between School Board of  
CLAY COUNTY SCHOOL DISTRICT  
AND ST. JOHNS COUNTY SCHOOL BOARD  
ON BEHALF OF FIRST COAST TECHNICAL COLLEGE**

Section (s.) 1007.271(7), Florida Statutes (F.S.), specifies the development of the Dual Enrollment Articulation Agreements between each career center established under s. 1001.44 with each high school in any school district it serves. The School Board of Clay County, Florida, hereinafter referred to as the Clay County School Board, and St. Johns County School Board on behalf of First Coast Technical College, hereinafter referred to as FCTC, desire to implement the above statute and have, therefore, established an articulation committee with representation from the Clay County School Board and First Coast Technical College. Each year, this articulation committee will review this agreement and the performance of parties hereunder in order to assure both parties that it continues to serve their mutual interest.

Committee members shall include:

- Appointed Clay County School Board Representative, School Board of Clay County, Florida, (Chair)
- Principal of FCTC
- Assistant Principal of FCTC
- FTE/State Reporting Administrator, FCTC
- Associate Superintendent, CCSD
- Director of Secondary Education Instructional Services, CCSD
- Appointed Clay County School Board Representative

The term of this agreement shall commence August 1, 2022, and end July 31, 2023. Either party may cancel this agreement upon thirty (30) days written notice should the other party fail substantially to perform in accord with its terms through no fault of the party initiating the termination. This agreement may be amended only by written communication signed by the Superintendent of the School Board of Clay County, Florida, and Principal of First Coast Technical College.

First Coast Technical College provides students with the opportunity to take technical classes or electives while taking required academic courses at their home high school. Students typically earn 1 to 3 credits per year by enrolling in a technical program that last at least two, consecutive periods. Students who have completed credits in comparable technical courses at their high schools may receive credit for those competencies enabling them to begin their technical program at an advanced level. Students receive industry level training in a work environment lab. Additionally, students have the opportunity to earn Industry Certification and/or Licensures. Dual enrollment students are exempt from paying tuition. Some programs will require uniforms or safety equipment to be purchased.

The Clay County School Board and FCTC agree as follows:

1. **Parent and student notification process about student participation in the Dual Enrollment program:**

The Clay County School Board and FCTC will work collaboratively to notify eligible students and their parents of Dual Enrollment acceleration mechanisms. The Clay County 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, 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. FCTC shall work with each high school to provide information for their curriculum guides/progression plans/course catalogs, will coordinate inquiries to FCTC from parents and students with school counseling staff, and will communicate directly with parents and students about Dual Enrollment options as appropriate. Additionally, FCTC will host monthly Program Information Sessions (except August and January) for potential students and Dual Enrollment students and parents.

## **2. Process for students and their parents to elect to participate in the Dual Enrollment program:**

For participation, students complete and return the Dual Enrollment Application 2022 and Dual Enrollment Student Agreement to the FCTC Dual Enrollment Advisor. These documents are also available with the School Counselor. Application deadlines are ~~Summer/Fall 2022-23: March 10th, 2022, and Spring 2023: October 28th, 2022.~~ Students applying for dual enrollment Medical or Dental Assisting, must complete the additional Health Careers Dual Enrollment Application 2022. Applications received after the deadline will be considered on an individual basis subject to availability. Completion of this application DOES NOT guarantee admission to FCTC. Students will be contacted via email to schedule an assessment which is required for all programs unless otherwise notified. Acceptance or denial will be emailed. If a requested program has insufficient enrollment, FCTC reserves the right to cancel the class.

### **Requirements for Dual Enrollment**

Include an unweighted 2.0 GPA, on track for graduation, good attendance and discipline record, and schedule availability for required periods. Students can enroll in as early as the 9<sup>th</sup> grade. Typically, students begin enrollment in the 10<sup>th</sup> grade.

### **Communication**

Once students become a dual enrollment student, they become a college student. All correspondence will be with the student or high school guidance counselor/school related official.

### **Student Records**

FCTC and CCSD 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 and college readiness, 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. FERPA The Family Educational Rights & Privacy Act (FERPA) gives registered students the right to inspect and review their educational records. "Educational records" are files, documents & other material regularly maintained by FCTC. FERPA also rules that the College cannot permit access to, or release of, educational records or personally identifiable information contained therein, without the consent of the student. (There are exceptions, such as directory information or information disclosed for legitimate educational purposes.) Authorization Students must provide written consent to the FCTC Student Advisor Office to release information to any third parties, even to a student's parent or guardian. "Information" includes, but is not limited to:

- Academic records – grades, class schedule, progress reports, attendance, etc.
- Financial records – tuition assistance, scholarships, financial aid award, etc.
- Discipline/social records – formal/informal discipline, well-being, behavior, interactions, etc.

### 3. **Programs and courses available to students eligible for Dual Enrollment**

Air Conditioning, Refrigeration and Heating Technology, Landscape & Turf Management, Nursery Management, Automotive Service Technology, Culinary Arts and Hospitality, Diesel Technologies, Dental Assisting, Medical Assisting, and Welding Technologies.

<https://fctc.edu/wp-content/uploads/2021/02/Student-Handbook-2020-8.27.20-posted-2.pdf>.

Upon completion of a CTE post-secondary Certificate Program students will be eligible for gainful employment.

Students will collaborate with Placement Specialist to support infield gainful employment.

### 4. **Student eligibility requirements for participation in the dual enrollment program**

#### **Assessment**

Pre-assessment(s) required include Comprehensive Adult Student Assessment Systems (CASAS) and The Test of Adult Basic Education (TABE Language). The CASAS and TABE Assessments are required for all programs unless a student has taken an approved common placement test and received minimum scores in Rule 6A-10.0315, F.A.C. Scores must be no more than two years old upon enrollment into the desired program and submitted officially with student application.

#### **G.P.A. Requirements**

Dual enrollment students are required to maintain an unweighted 2.0 G.P.A. Failure to do so may result in dismissal from their dual enrollment program.

#### **Grades and Credits**

Dual enrollment students will receive semester grades. Students typically earn 1-3 credits per school year. Credits are earned upon completion of the dual enrollment course. Course completion can range from one semester to a full school year depending on the dual enrollment course.

#### **Attendance**

Please visit <http://fctc.edu/students/handbook/> to review the student attendance policy. Students are required to attend until the "last day of school for students" identified by St. Johns County School District, unless otherwise approved. During high school exam week, students are required to attend their FCTC dual enrollment course if there is no conflict with their high school exam schedule.

#### **Class Tardiness**

Students are required to report to class on time. If a student is late, he/she will be marked tardy. Students with excessive tardiness will be referred to administration. Tardiness and absences will also impact grades.

#### **Field trip and Home-School Activity**

If a student will be absent from FCTC due to an approved activity at their home high school, the instructor must be notified in writing or electronically at least 3 days prior to the event.

#### **Sick Days**

If a student is absent from FCTC due to an illness, it is the student or parent responsibility to communicate to the instructor *prior to the absence via phone call or email*, and to provide FCTC and the home high school with an excused note from a parent/guardian or doctor.

### **Uniforms/Safety Equipment and Dress Code**

Uniforms/safety equipment are required for all FCTC programs. Students must arrive in uniform. Failure to comply could result in disciplinary action, suspension, and possible withdrawal from the technical program. Uniform costs are the responsibility of the student.

### **Photo ID Badge**

Dual enrollment students will be issued a photo ID, which must be worn for security reasons while on FCTC campus.

### **Discipline**

A student must be respectful to faculty, staff, and students of FCTC. While in the program, a student must follow all guidelines set forth by the instructor. A student must comply with the FCTC and Clay County School District Code of Student Conduct. Serious violations may result in immediate dismissal from the program.

### **Registration**

Students who will graduate from high school prior to completion of the postsecondary course may not register for courses through dual enrollment. According to s. 1007.271, F.S., school districts may not deny dual enrollment participation to students who meet both statutory requirements and any additional eligibility requirements established in the Dual Enrollment Articulation Agreement.

## **5. High school credit earned for the completion of each career dual enrollment course and program**

Students enrolled in Dual Enrollment courses shall earn both high school credit from the Clay County School Board and from FCTC if they meet the minimum requirements for satisfactory completion of such courses. FCTC provides students, with a 2.0 unweighted GPA or better, the opportunity to take technical classes as electives while obtaining required academic courses at their high school. Students typically earn 1 - 3 credits per year by enrolling in a 2 consecutive class period course. *\* Please be advised some courses may require more periods.* \* Those who have received credits in comparable technical courses at their high school may receive credit for those competencies to start their technical program at an advanced level. Students receive industry-level training in work- environment labs.

The Dual Enrollment Course-High School Subject Area Equivalency List mandates the minimum subject area credit awarded for specific courses taken through dual enrollment. This includes, for career courses, a conversion of clock hours to high school credits.

<https://www.fldoe.org/core/fileparse.php/5421/urlit/CareerTechList.pdf>

### **Weighting of Dual Enrollment**

The Clay County School Board will weight 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.).

## **6. College credit articulation agreements associated with each clock hour program**

### **Academic Year**

FCTC offers educational programs in clock hours. For financial aid purposes, FCTC defines an academic year as 900 clock hours and 30 weeks of instructional time. This definition applies to all educational programs and exceeds the minimum requirement of 900 clock hours and 26 weeks per financial aid regulations.

### **Articulation Agreements**

In addition to statewide articulation agreements between Florida's community/state colleges and technical centers for specific programs, FCTC has agreements with Florida State College at Jacksonville, St. John's River State College, Florida School for the Deaf and the Blind, Putnam County and the St. Johns County School District. These agreements are designed to grant students transfer credit for work completed in programs at FCTC to other institutions to further their education. Career Pathways articulation agreements allow students to receive credit for work completed in high school when enrolled in FCTC postsecondary programs.

### **7. Exceptions to the required grade point averages are considered on an individual student basis**

Dual enrollment students are required to maintain an unweighted 2.0 G.P.A. Failure to do so may result in dismissal from their dual enrollment program.

### **8. High school responsibilities regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program**

#### **High School Counseling Services**

The Clay County School Board's school counselors 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. To ensure seamless articulation and coordination, school counselors will meet at least once per year with FCTC administration.

### **9. Student Grades and Records:**

#### **Student Grades**

Transmission of student grades in Dual Enrollment: Grades assigned by the post-secondary institution Dual Enrollment courses, including an "I," are to be accepted at face value by the Clay County School Board and are not to be changed on the student's high school academic record (SBE Rule 6A-1.09941, F.A.C.). FCTC will follow the St. Johns County School District academic calendar for posting high school student grades.

### **10. Responsibility for Cost**

#### **Full-Time Equivalency Funding**

The Clay County School Board shall be eligible for Full-Time Equivalency (FTE) funding in accordance with Florida law and rules. For Dual Enrollment courses offered on the College campus and online, the School District shall pay the standard tuition rate per contact hour from the Florida Education Finance Program (FEFP).

### **11. Transportation**

The expectation is that every dual enrollment student will provide their own transportation. Parking passes are available to students who are in a home education/private school, have documented mobility exceptions, are attending an evening program, or whose home high school is not within walking distance. If any other transportation arrangement needs to be made, it must be approved by the home high school.

## **12. Disability Services**

As required by law, students with disabilities must receive appropriate accommodations. FCTC will be responsible for providing the necessary accommodations for courses taken on FCTC campuses. The Clay County School Board will be responsible for the cost of providing the necessary accommodations for courses taken at FCTC in addition to the cost of adaptive textbooks and other materials. Students with disabilities or the Clay County School Board will be responsible for providing appropriate documentation so that accommodations can be provided.

## **13. Submission of updated Dual Enrollment**

The college shall be responsible for submitting an updated copy of the Dual Enrollment Articulation Agreement electronically to the Florida Department of Education, Office of Articulation, by August 1<sup>st</sup>.

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to the Clay County School Board and FCTC administration. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the School Board of Clay County, Florida and the FCTC Administration and the School Board of St. Johns County, Florida.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

for the School Board of Clay County, Florida:

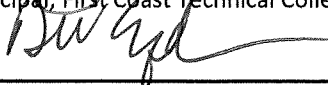
\_\_\_\_\_  
Chairman, School Board of Clay County, Florida

\_\_\_\_\_  
Superintendent, School Board of Clay County, Florida

Signed on this 18<sup>th</sup> day of August, 2022

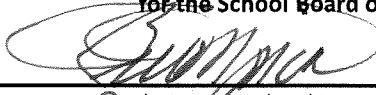
for the FCTC Administration:

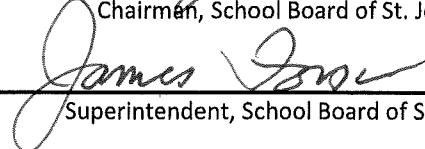
  
\_\_\_\_\_  
Principal, First Coast Technical College

  
\_\_\_\_\_  
Assistant Principal, First Coast Technical College

Signed on this 9<sup>th</sup> day of August, 2022

for the School Board of St. Johns County, Florida:

  
\_\_\_\_\_  
Chairman, School Board of St. Johns County, Florida

  
\_\_\_\_\_  
Superintendent, School Board of St. Johns County, Florida