

APPROVED

190035

# CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:

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

Date Submitted: 7/12/18

Contract Initiator (Name of Person Overseeing the Contract): Michael Wingate Telephone Number: 904-586-1918

School/Department Submitting Contract: C+I

Vendor/Contractor Name: St. Johns River State College

Contract Title: Collegiate High School Contract Between Clay County School Board and District Board of Trustees of SJRSC

Contract Type: New  Renewal  Amendment  Extension  Date Original Contract Approved:

Contract Term: 1 year Renewal Option(s):

Contract Cost: \$50,000 Payment Schedule (Monthly? Upon delivery? When finished?):

Books for students, no cost for instructors; program at MHS and OPHS

Funding Source: 0100 - 5100 - 0500 - 9003 - 1388 Purchase Requisition No.:

Strategic Plan Tie-in Explanation:

Pre-Approved by Superintendent or Designee? Yes  No

Additional Information: Program is at MHS and OPHS. Students begin in 9th grade. Upon entering their senior year, students will be full-time students at SJRSC. Students will have obtained their "AA" degree.

## CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED 2018 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].

SBAO  
**RECEIVED**  
7/23/18

## Approvals

## Comments

Purchasing Department	Approved	Denied	
Review Date: <u>7/17/2018</u>	<u>BFB</u>		<u>approved in the past Req in BT?</u>
Risk Management Department	Approved	Denied	<u>No COI req'd for co-govt entity</u>
Review Date: <u>7/23/18</u>	<u>CKD</u>		<u>No terms to review. Nothing to deny</u>
School Board Attorney	Approved	Denied	
Review Date: <u>7/25/18</u>	<u>WJ</u>		
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			

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JUL 12 2018  
PURCHASING

**Collegiate High School Contract Between  
Clay County School Board and  
District Board of Trustees of St. Johns River State College**

Section 1007.273, Florida Statutes, specifies the development of a contract between the state college presidents and the superintendents of schools within their respective state college districts for the purpose of establishing a collegiate high school. The purpose of the contract is to provide a primary framework within which all future Collegiate High School's objectives and activities shall be described. The Clay County School Board, hereinafter referred to as the School Board, and the District Board of Trustees of St. Johns River State College, hereinafter called SJR State, desire to implement the above statute.

1. **Parent and student notification process about student participation in the Collegiate High School:** The School Board and SJR State will work collaboratively to notify eligible students and their parents of all Dual Enrollment acceleration mechanisms. 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, 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. SJR State shall work with each high school to provide information for their curriculum guides/progression plans/course catalogs, will coordinate inquiries to SJR State from parents and students with high school guidance staff, and will communicate directly with parents and students about Dual Enrollment options as appropriate. Additionally, SJR State's Director of Dual Enrollment will host annual Information Sessions for potential Dual Enrollment students on each of SJR State's campuses. The Director of Dual Enrollment will also host Information Sessions at the high school sites by request.
2. **Programs and courses available to students eligible for Dual Enrollment:**  
*Program Description:* Collegiate High School is an option for public high school seniors to earn CAPE industry certifications (Section 1008.44) and to successfully complete a minimum of 30 college credit hours through the dual enrollment program. Section 1007.271, Florida Statutes, establishes that "the Dual Enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree."

In Clay County, St. Johns River State College has two collegiate high school programs: SJR State's Collegiate High School at Orange Park High School and SJR State's Collegiate High School at Middleburg High School. SJR State's collegiate high school programs allow admitted students to complete a full 60-credits of dual enrollment coursework, culminating in earning both a standard high school diploma as well as an Associate of Arts (AA) Degree upon completing four years of high school. In grades nine through eleven, collegiate high school students take both college-level and high school coursework at their high school site, and in the twelfth grade, all coursework is completed at St. Johns River State College's Orange Park Campus.

*Collegiate High School Dual Enrollment 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 (available online at

<http://www.fldoe.org/articulation/pdf/DEList.pdf>). All courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for Collegiate High School Dual Enrollment credit and count toward high school graduation, including electives. These courses may include but are not limited to communications, humanities, mathematics, science, social sciences, foreign languages, and workforce education courses. Physical education and college preparatory courses are excluded from this Agreement. 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. Dual Enrollment students must be A.A. degree, A.S. degree, or Career and Technical Certificate seeking students.

*Online Course Availability:* Collegiate High School students may take online dual enrollment courses assuming seating availability exists.

*Delineation of the high school credit earned for the passage of each Dual Enrollment course:* Students enrolled in Dual Enrollment courses shall earn both high school credit from the School Board and college credit from SJR State 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 SJR State with a passing grade will earn at least one-half (1/2) elective credit towards the high school diploma and/or designated subject credit assigned by the *Dual Enrollment Course -- High School Subject Area Equivalency List*.

**3. Student eligibility requirements for participation in the Collegiate High School program:**

*Initial Eligibility Criteria for Student Participation:* Students eligible to apply for the lottery to participate in one of the Collegiate High Schools must be rising 8<sup>th</sup> graders who have a cumulative unweighted GPA of 3.0 in all academic coursework and a cumulative unweighted GPA of 3.0 in at least one academic high school course taken as an 8<sup>th</sup> grader. Collegiate high school students will be required to complete the CPT, P.E.R.T., ACT, and/or SAT so as to demonstrate readiness for college coursework. No student shall be enrolled in a college credit mathematics or English dual enrollment course unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of the CPT, P.E.R.T., ACT, or SAT (a placement test score chart is available online on the College's website at <http://www.sjrstate.edu/catalog/placementtest.pdf>).

*Continued Eligibility Criteria for Student Participation:* Collegiate High School students who earn below a "C" (including a "W" grade) in any Dual Enrollment course will be subject to dismissal from the Collegiate High School and Dual Enrollment programs. All Dual Enrollment students must maintain an unweighted cumulative high school GPA of 3.0 or higher and a college GPA of 2.0 or higher to continue in the Dual Enrollment program. Students who do not meet these minimum standards to continue in Dual Enrollment may contact the Dual Enrollment Office to learn about the petition process. Students not maintaining this standard are subject to dismissal from the Collegiate High School and Dual Enrollment programs and will not be eligible for admission if this standard was not met at a previous college or university. Students who do not maintain satisfactory progress at the college will be placed on academic probation. Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a Dual Enrollment course 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.

*Graduating seniors:* Students who graduate prior to completion of the postsecondary course may not register for the course through the Collegiate High School. Graduating seniors who successfully participated in dual enrollment while in high school may be approved to register as traditional, fee-paying students in summer courses that begin prior to the award of their high school diploma after completion of a waiver process that originates in the Office of Student Affairs; however, financial aid will not be available to students until after their high school diploma has been conferred.

4. **Process for students and their parents to elect to participate in the Collegiate High School:**

*Application Procedure:* In order to participate in the Collegiate High School program at SJR State, eligible rising 8<sup>th</sup> grader students are required to attend one of SJR State's Collegiate High School Information Sessions to receive the Collegiate High School Lottery Application. The completed Collegiate High School Lottery Application must be submitted, with all necessary signatures, by the posted deadline. The School District will confirm that the student is eligible to participate in the collegiate high school prior to including the application in the Collegiate High School Lottery. Collegiate High School application deadlines will be published by the School District and posted on SJR State's website each spring [http://www.sjrstate.edu/collegiate\\_hs.html](http://www.sjrstate.edu/collegiate_hs.html)

*Registration (Enrollment) Process:* The Collegiate High School's registration policies will follow the same registration policies for the Dual Enrollment courses that are addressed in the SJR State and School Board's Dual Enrollment articulation agreement

Parties involved with the Collegiate High School program will need to refer to the SJR State and School Board's Dual Enrollment articulation agreement for the following areas: Acknowledgement of Principles of Participation, Registration Process, Disabilities Accommodation, Schedule Changes, Withdrawing from a course, Weighting of DE course, College Academic Calendar, and Grade Forgiveness.

5. **Identification of instructional methods and instructors for all courses:**

*Collegiate High School Dual Enrollment Instructors:* Teachers of Dual Enrollment Collegiate High School courses will have college teaching credentials established by the Southern Association of Colleges and Schools (SACS). Appropriate School Board and SJR State staff shall meet and confer to recommend qualified faculty for Dual Enrollment classes taught on the high school site. Preference will be given to qualified high school teachers in the selection process. All instructors will meet or exceed the academic and professional preparation requirements for teaching at SJR State. All Dual Enrollment faculty will have completed at least eighteen (18) graduate semester hours in the teaching discipline and hold at least a master's degree. SJR State shall appoint all instructors.

6. **Identification of student advising and progress monitoring mechanisms:**

*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 Collegiate High School students to confirm GPA qualifications are met. To ensure seamless articulation and coordination, high school guidance counselors will meet at least once per year with SJR State's college advisors.

*College Guidance Services:* Prior to the beginning of the fall term, SJR State's Dual Enrollment Office will host Dual Enrollment Orientation Sessions on the College campus for new and returning

Dual Enrollment students. The purpose of the Dual Enrollment Orientation Sessions will be to introduce the Dual Enrollment students to the College campus; highlight the SJR State guidance, career, library, and college planning services available; and clarify College policies and procedures. A key advising point that will be shared with parents and students is that Dual Enrollment grades are calculated and recorded in the student's college GPA and transcript, creating a permanent record that can impact future university admission decisions. At this time, all high school Dual Enrollment students will be assigned a MySJRState account. Through this online portal, the College will send the student communications about educational and career development activities. Additionally, Dual Enrollment students will work with the staff of SJR State's Dual Enrollment Office regularly throughout the process of planning and scheduling Dual Enrollment courses. Dual Enrollment and early admission students are encouraged to meet regularly with college counselors and to develop a post-secondary plan and major during information and orientation sessions. Dual Enrollment and Early Admission students will be required to meet with a College advisor after completion of 24-30 college credits.

*Progress Monitoring Mechanism:* Parties involved with the Collegiate High School program will need to refer to the SJR State and School Board's Dual Enrollment articulation agreement for the following areas: Responsibility for Student Screening and Student Policies, Procedures, and Behavioral Expectations.

7. **Program Management and Quality Assurance:** Collegiate High School Dual Enrollment courses are college courses with the identical content and learning outcomes expected of all other college courses identified with the same statewide course prefixes and numbers. To ensure that the Dual Enrollment program demonstrates the level of academic rigor expected of all college courses and programs, the School Board and SJR State's Dual Enrollment Program will adhere to the rules dictated in the *Statement of Standards of Dual Enrollment /Early College Programs in the Florida State College System* (available online at <http://www.fldoe.org/articulation/pdf/DualEnrollmentStatementStandards.pdf> that was codified in State Board of Education Rule 6A-14.064, FAC.

**Student Grades and Records:**

*Student Grades:* Transmission of student grades in Collegiate High School Dual Enrollment: Grades assigned by the post-secondary institution for Dual Enrollment courses, including the "W," are to be accepted at face value by the School Board and are not to be changed on the student's high school academic record (SBE Rule 6A-1.09941, F.A.C.).

*Student Records:* The School Board and SJR State 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), Florida Statutes, and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, Florida Statutes, 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.

8. **Responsibility for Costs:**

*Full-Time Equivalency Funding:* The School Board shall be eligible for Full-Time Equivalency (FTE) funding in accordance with Florida law and rules. For Collegiate High School dual enrollment courses offered on the College campus and online, the school district shall pay the standard tuition rate per credit hour from the Florida Education Finance Program (FEFP). For dual enrollment courses

offered on the high school campus by a qualified high school teacher, by an SJR State adjunct, or by an SJR State full-time instructor, the school district shall be responsible for the college's actual costs associated with paying the instructor's salary and benefits. During the 2017-2018 academic year, the following per credit hour rates will apply:

- Course taught on SJR State Campus: \$71.98/credit hour
- Course taught online: \$71.98/credit hour
- Course taught on the high school campus by a qualified instructor paid by the District: No fee due to SJR State
- Course taught on the high school campus by an SJR State adjunct with a Masters Degree or full time instructor teaching as an overload with a Masters Degree: \$580.00 per credit hour
- Course taught on the high school campus by an SJR State adjunct with a Doctoral Degree or full time instructor teaching as an overload with a Doctoral Degree: \$664.00 per credit hour

Parties involved with the Collegiate High School program will need to refer to the SJR State and School Board's Dual Enrollment articulation agreement for the following areas: Add/Drop and Withdrawal Policy, Student Fees, Instructional Materials, Instructor Fees, Facility and Laboratory Fees, Disability Services, and Student Transportation.

#### **9. Cost Savings to Students:**

Based on SJR State's 2017-2018 in-state tuition rate for Florida residents of \$110 per credit hour, for 30 credit hours, the tuition cost savings to students would be \$3,300.00, and the estimated textbook cost savings to students would be \$1420, for a total cash savings of \$4,720. For students who complete the full SJR State Collegiate High School program, completing 60 college credits and earning the Associate in Arts degree, the tuition cost savings to students would be \$6,600.00, and the estimated textbook cost savings to students would be \$2840, for a total cash savings of \$9,440.

**2019 Collegiate High School Contract Execution Between  
Clay County School Board and  
St. Johns River State College**

This Contract 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 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 District Board of Trustees of St. Johns River State College and the Clay County School Board.

Signed on this \_\_\_\_ day of \_\_\_\_\_ 2018

**for the District Board of Trustees of St. Johns River State College:**

\_\_\_\_\_

Chairman, St. Johns River State College

\_\_\_\_\_

President, St. Johns River State College

Signed on this \_\_\_\_ day of \_\_\_\_\_ 2018

**for the Clay County School Board:**

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Chair Clay County School Board

\_\_\_\_\_

Superintendent, Clay County School Board