

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 220146
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:
[Redacted]
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: 5/17/22
Name of Contract Initiator: Treasure Pickett Telephone #: 9043366918

School/Dept Submitting Contract: K-12 Academic Cost Center # 9007

Vendor Name: St. Johns River State College

Contract Title: Early College Program Contract (formally Collegiate High School Contract)

Contract Type: New Renewal Amendment Extension Previous Year Contract # 210142

Contract Term: 1 year Renewal Option(s):

Contract Cost: \$500,000 approx (includes Dual Enrollment cost)

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 100.5100730.9007.0000

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)

SBAO RECEIVED
6/02/2022
PURCHASING
MAY 19 2022
RECEIVED

AREA BELOW FOR DISTRICT PERSONNEL ONLY

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BTP</u>	<u>Note: There are a few changes from 21/22 Agreement</u>
Review Date <u>5/31/22</u>	
School Board Attorney <u>AB</u>	
Review Date <u>6/6/22</u>	
Other Dept. as Necessary	
Review Date	

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

FINAL STATUS: APPROVED [Signature] DATE: 6.8.22

**2023 Early College Program Contract Between
The School Board of Clay County 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 an Early College Program. The purpose of the contract is to provide a primary framework within which all future Early College Program objectives and activities shall be described. The School Board of Clay County, Florida hereinafter referred to as the SBCC, and the District Board of Trustees of St. Johns River State College, hereinafter referred to as SJR State, desire to implement the above statute.

1. Parent and student notification process about student participation in the Early College Program:

The SBCC and SJR State will work collaboratively to notify eligible students and their parents of all Dual Enrollment acceleration mechanisms. The SBCC 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:

A. Program Description: The Early College Program 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 an Early College Program at the following schools: Orange Park High School and Middleburg High School. SJR State's Early College Programs allow admitted students to complete a full 60-credit hours 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. Students begin the program in the ninth grade, and in grades ninth-eleventh they take both college-level and high school coursework at their high school site, and in the twelfth grade, all coursework is completed on one of St. Johns River State College's campuses (Orange Park, Palatka, St. Augustine, or online).

B. Early College Program Dual Enrollment Course Offerings: Dual Enrollment college credit courses are recommended to the SBCC 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.fl DOE.org/articulation/pdf/DEList.pdf>). All courses in the Statewide Course Numbering System, except for remedial courses and physical education skills courses, can be used for Early College Program/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, 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.

C. Online Course Availability: Early College Program students may take online dual enrollment courses assuming seating availability exists.

D. 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 SBCC 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 Early College Program:

A. Initial Eligibility Criteria for Student Participation: Students can begin the Early College Program in the ninth grade. Students eligible to apply for the lottery to participate in one of the Early College Programs must have a cumulative unweighted GPA of 3.0 in all academic coursework. Students must have a cumulative unweighted GPA of 3.0 in at least one academic high school course taken as an 8th grader. Early College Program students will be required to complete the P.E.R.T., PreACT, ACT, PSAT and/or SAT (or other alternative methods) 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 P.E.R.T., PreACT, ACT, PSAT or SAT (a placement test score chart is available online on the College's website at <http://www.sjrstate.edu/catalog/placementtest.pdf>).

B. Continued Eligibility Criteria for Student Participation: Early College Program students who earn below a "C" (including a "W" grade) in any Dual Enrollment course will be subject to dismissal from the Early College Program 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 Early College Program 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.

C. Graduating seniors: Students who graduate prior to completion of the postsecondary course may not register for the course through the Early College Program/Dual Enrollment Program. 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 Early College Program:

A. Application Procedure: To participate in the Early College Program at SJR State, eligible rising 8th grade students are required to attend one of SJR State's Early College Program Information Sessions. The completed lottery application must be submitted, with all necessary signatures, by the posted deadline. The SBCC will confirm that the student is eligible to participate in the Early College Program. All application deadlines will be published by the respective SBCC and posted on SJR State's website each spring <https://www.sjrstate.edu/dual.html>.

B. Registration (Enrollment) Process: The Early College Program registration policies will follow the same registration policies for the Dual Enrollment courses that are addressed in the SJR State and the SBCC Dual Enrollment articulation agreement. Parties involved with the Early College Program will need to refer to the SJR State and the SBCC 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: *Early College Program/Dual Enrollment*

Instructors: Teachers of Dual Enrollment/Early College Program courses will have college teaching credentials established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Appropriate SBCC 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:

A. High School Guidance Services: The SBCC's guidance staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the priority. In addition, each high school's Dual Enrollment contact will check the unweighted GPA of Early College Program 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.

B. 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/or high school sites 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/Early College/Early Admission students will be required to meet with a College advisor after completion of 20 college credits.

C. Progress Monitoring Mechanism: Parties involved with the Early College Program will need to refer to the SJR State and the SBCC 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:

Early College Program/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 SBCC 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.

8. Student Grades and Records:

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

B. *Student Records:* The SBCC 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.

9. Responsibility for Costs:

For dual enrollment courses offered on the College campus and online, the SBCC 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 SBCC shall be responsible for the college's actual costs associated with dual enrollment. For 2022-2023, 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 Master's Degree or full-time instructor teaching as an overload with a Master's 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 Early College Program will need to refer to the SJR State and the SBCC 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 2022-2023 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, and the estimated textbook cost savings to students would be \$1,420, for a total cash savings of \$4,720. For students who complete the full SJR State Early College Program, completing 60 college credits and earning the Associate in Arts degree, the tuition cost savings to students would be \$6,600, and the estimated textbook cost savings to students would be \$2,840, for a total cash savings of \$9,440.

**2023 Early College Program Contract Execution Between
The School Board of Clay County 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 School Board of Clay County.

Signed on this _____ day of _____ 2022

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 _____ 2022

for the School Board of Clay County, Florida:

Chairman, the School Board of Clay County

Superintendent, the School Board of Clay County