

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **260106**

Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

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: June 10, 2026

Name of Contract Initiator: Treasure Pickett

Telephone #: 904-336-6919

School/Dept Submitting Contract: Secondary Ed

Cost Center # 9007

Vendor Name: Santa Fe College

Contract Title: Dual Enrollment Articulation Agreement between Santa Fe College and Clay County District Schools

Contract Type: New ☒ Renewal ☒ Amendment ☐ Extension ☐ Previous Year Contract # 230079, amd 240023

Contract Term: End of Academic Year July 31

Renewal Option(s):

Contract Cost: 130000.00 based on 26-26 enrollment

☒ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 100-5100730-9007-1386-0000-000-0

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) - **When using the Addendum A, 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)

____ Release and Hold Harmless (If Applicable)

RECEIVED

By Megan Robiou at 9:13 am, Jun 10, 2026

*Santa Fe has been asked to correct the page numbers

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

CONTRACT REVIEWED BY:

COMMENTS BELOW BY REVIEWING DEPARTMENT

Purchasing Department

FLDOE 6A-1.012 (11)(b) Educational Services FLDOE 6A-1.012 (11)(a) Professional Services

REVIEWED

By bfstaefe at 1:36 pm, Jun 15, 2026

School Board Attorney JPS
6/15/26

Legally sufficient.

Review Date

Other Dept. as Necessary

Review Date

PENDING STATUS: ☐ YES ☐ NO

IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS

Tentatively Approved

Pending Required Signatures

Pending comments addressed & signatures

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract

(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:

Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:

Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department.

Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.

Email: contractreview@myoneclay.net

The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:

Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507

For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745

For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

DUAL ENROLLMENT ARTICULATION AGREEMENT

School Board/Public/Charter School

Academic Year: 2026 to 2027

This Dual Enrollment Articulation Agreement ("Agreement") is made between The District Board of Trustees of Santa Fe College, Florida ("College") and the following School Board or public school ("School"): School Board of Clay County, Florida whose address is 900 Walnut Street, Green Cove Springs, FL 32043, who will be collectively hereinafter referred to as the "parties".

WHEREAS, the College offers a Dual Enrollment Program ("Program") that is an acceleration program in which eligible secondary students and home education students are enrolled in postsecondary courses and simultaneously earn credits toward high school completion and an industry certification or an associate or baccalaureate degree; and

WHEREAS, the College may enter into dual enrollment articulation agreements with district school boards and Florida public schools, including charter schools, pursuant to F.S. §1007.271 and §1007.22; and

WHEREAS, the College and School desire to enter into this Agreement to set forth the terms of the Dual Enrollment Program for eligible students enrolled at the School.

NOW THEREFORE, in consideration of the mutual promises stated herein, the School and the College agree as follows:

1. **Term.** This Agreement shall be effective upon the date of the last party to sign below ("effective date") and will remain in effect till the end of academic year (June 30) state above, unless earlier terminated.

2. **Authority.** If the parties to this Agreement are the College and a School Board, the College President and President's designee and the Superintendent for the School District are authorized to administer the terms and conditions of this Agreement. If the School is a charter school in Florida, the College President and President's designee and the School's Principal are authorized to administer the terms and conditions of this Agreement.

3. **Agreement.** The College agrees to provide college-level instruction to eligible students of the School who have applied and the College has accepted/approved for admission to the Program. The parties agree as follows:

a) Ratification.

Upon the effective date of this Agreement, this Agreement supersedes all previously signed Articulation Agreements between the parties regarding dual enrollment, including any amendments thereto.

b) A description of the process by which students and their parents are informed about opportunities for student participation in the Program.

Both parties agree throughout the academic year to inform students and their parents about opportunities to participate in the Program, including the requirements for participation in both academic and career dual enrollment, the benefits to joining the Program, such as, but not limited to the cost-benefit and how it serves as an educational option and mechanism for acceleration. Students and their parents shall be informed of student eligibility requirements, the option for taking dual enrollment courses beyond the regular school year, and the minimum academic credits required for graduation. F.S. §1007.271(8) prohibits alternative grade calculation, weighting systems, and information regarding student education options that discriminate against dual enrollment courses.

Information on how to apply will be given to secondary students and their parents through use of mailings or the parties' websites, electronic communication, e-mails, and/or social media. Upon request of the College, the School will provide contact information, including names and addresses, for the School's students to the College. Students will be encouraged to visit the College's website or the College's campus and centers to obtain additional information. School's counselors may recommend potentially eligible students consider dual enrollment courses and provide information to such students on how to apply. College representatives may be invited to college fairs and informational meetings for students and their families held at or by the School. If students or parents have questions, they may contact the Santa Fe College High School Dual Enrollment Office, 3000 NW 83rd Street, Gainesville, Florida, 352-395-5490 or visit the College's Dual Enrollment webpage (<https://www.sfcollge.edu/hsde/>).

c) Delineation of courses and programs available to students eligible to participate in the Program.

Courses and programs available to students eligible to participate in the Program are:

Academic Dual Enrollment shall be the part-time or full-time enrollment of eligible students who in college courses that are creditable toward a high school diploma and an associate or baccalaureate degree.

Career and Technical Education Dual Enrollment shall be the part-time or full-time enrollment of eligible students for the non-credit Postsecondary Adult Vocational (PSAV) Certificate Programs offered at the College, many of which may lead to industry certification. High school students are generally not eligible for the College's limited access programs, but they may enroll in the prerequisites for those programs if their college placement scores and GPA indicate eligibility and they are eligible for enrollment in the high school classes offered by the College. Additional information on Career and Technical Education programs available at the College can be found on the College's website.

Early Admission is a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. To participate as a full-time dual enrollment early admission student at the College, the student must enroll in a minimum of twelve (12) college credit hours per semester or the equivalent; however, a student may not be required to enroll in more than fifteen (15) college credit hours per semester or the equivalent.

Career Early Admission is a form of career dual enrollment through which eligible secondary students enroll full time in postsecondary programs leading to industry certifications, as listed in the CAPE Postsecondary Industry Certification Funding List pursuant to F.S. §1008.44, which are creditable toward the high school diploma and the certificate or associate degree.

Participation in the career early admission program is limited to students who have completed a minimum of 4 semesters of full-time secondary enrollment, including studies undertaken in the ninth grade (F.S. §1007.271(11)). The processes for application for Early Admission and Career Early Admission are the same as for Dual Enrollment.

Once admitted to the Program, Students can choose to track towards a certificate or a degree. The College utilizes the state's Dual Enrollment Course Equivalency List and the wide array of college courses to provide high school students access to postsecondary curriculum. The Dual Enrollment Course Equivalency List is a starting point and is not viewed as limiting course offerings. Eligible students who are admitted to the Program may enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer term. The College has relatively few restrictions on college courses available to high school students. Generally, restrictions include the core curriculum of the highly competitive health sciences programs and other programs that are limited access. The College reserves the right to limit Program participation due to capacity. The College reserves the right to add, revise, rename or delete courses and programs at any time.

d) Process by which students and their parents exercise options to participate in the Program.

An eligible secondary student who is enrolled in any of grades 6th through 12th in a Florida public school or in a Florida private school that is in compliance with F.S. §1002.42(2) and provides a secondary curriculum pursuant to F.S. §1003.4282 or a home education program may submit a completed application before the posted application deadline to be considered to participate in the Program. The application for the upcoming academic year is available from the College and may be available on the College's website. The student is responsible for applying for admission and meeting the admission requirement prior to the application deadline. If students or parents have questions, they may contact the Santa Fe College High School Dual Enrollment Office, 3000 NW 83rd Street, Gainesville, Florida, 352-395-5490 or visit the College's website and search for Dual Enrollment (<https://www.sfcollge.edu/hsde/>). Eligibility requirements to the Program are listed in the section below. The College will rely on the information provided in the Student's application for the Program. An incomplete application may cause delays and may prevent admission to the Program.

e) List of initial student eligibility requirements for participation in the Program.

The selection of students for participation in the Program will be determined by the College's Executive Director of Secondary Programs ("Director") or Director's designee. The College follows the statutory eligibility requirements for academic and career dual enrollment which includes:

- Be a student enrolled in any grade 6-12 in a Florida public school or in an eligible Florida private school
- Have a 3.0 unweighted high school GPA to enroll in college credits, or a 2.0 unweighted high school GPA to enroll in career and technical education dual enrollment
- For college credits (Academic Dual Enrollment and Early Admission): Have college level scores on an approved placement test in at least one subject area
- For career and technical certificate (Career Early Admission and Career and Technical Education Dual Enrollment): Meet requirements for specific program if required
- Must demonstrate readiness for college-level work

Academic history, attendance, assessments, test scores, conduct and discipline will all be considered for selection of applicants to the Program. Student must have passed any state-mandated assessment that are relevant to their grade level at the time of acceptance to the Program. These factors are utilized to ensure a student's readiness for postsecondary instruction. Test scores must be valid as of the first day of the term in which the student enrolls in the course and test scores are valid for two years from the test date. Course selection is limited when not scoring at college level in all areas. Students whose scores are at college level in all areas may have access to a broader range of courses. Pursuant to Florida law, a student may not be enrolled in a college credit mathematics or English course on a dual enrollment basis unless the student has demonstrated adequate precollegiate preparation in the basic communication and computation skills appropriate for successful student participation in the course. It is acknowledged there are restrictions due to capacity and limited access programs.

The College will administer a college placement test at no charge to prospective dual enrollment students when needed, as well as additional placement testing required for admission to specific programs at the College and to verify that students meet admission standards. Students seeking to enroll in college credit coursework must meet the same placement test score requirements as all postsecondary students.

If the student is scheduled or 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. In other words, graduating seniors who have met all their high school graduation requirement by the end of the College's spring semester are not eligible for dual enrollment status, including fee exceptions, during the subsequent summer term even if the registration period or

College class begins before the student's school graduation date. Seniors who do not complete graduation requirements by the end of spring term may enroll in the summer term if the college course will fulfill the course requirements needed for graduation. A fifth year senior, as determined by the year the student entered their freshman year of high school, is not eligible for participation in the Program. If the student desires, the student may apply to the College and pay the required registration, tuition, and fees if the student meets the College's admissions requirements under F.S. §1007.263 and applicable College policies.

Students in the Program will be graded on same basis as other College students in the same course. Student eligibility requirements for continued enrollment in college credit dual enrollment courses must include the maintenance of a 3.0 unweighted high school GPA and the minimum postsecondary GPA established by the College. Participating students in the Program must maintain a "C" or better in each class to remain in the Program. A participating student in the Program who earns a "D" or "F" may submit a written petition to the Director to allow continuation in the Program one time. A second "D" or "F" will result in removal from the Program. Withdrawals from coursework will generally not be granted for dual enrollment students except for extenuating circumstances, at the discretion of the College. 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.

f) A delineation of the high school credit earned for the passage of each dual enrollment course.

College courses as specified in the Florida Department of Education Articulation Coordinating Committee Statewide Agreement for Dual Enrollment Courses – High School Subject Area Equivalency List are eligible for dual enrollment. The College will assign letter grades to each student enrolled in a dual enrollment course. The letter grade assigned by the College will be posted to the student's high school transcript by the School. Dual enrollment courses will be weighed the same as Advanced Placement (AP), International Baccalaureate (IB), and Cambridge also known as Advanced International Certificate of Education (AICE) courses when grade point averages are calculated.

g) Process for informing students and their parents of college-level course expectations.

The School will inform the students about these College level expectations. The College will also inform students during orientation. Course requirements, such as tests, papers, or other assignments, for dual enrollment students must be at the same level of rigor or depth as those for all nondual enrollment postsecondary students. The Program is designed for students who have a level of maturity and responsibility appropriate for a college campus. Dual Enrollment students will be enrolled in classes with the general student body population, which includes people of diverse ages and backgrounds, and they should have social skills sufficient to interact with fellow classmates and professors. Students who have not demonstrated such sufficient social skills or a level of maturity for a college campus based on conduct and disciplinary history, attendance records, and other available information may be denied admission or be removed from the Program or a course, at the discretion of the College.

Students should understand that the amount of work necessary to succeed in Dual Enrollment courses may be greater than in high school courses. Grades from Dual Enrollment courses become part of a student's permanent academic record, are posted on student's transcript with the College, and are calculated into the student's permanent postsecondary GPA. This academic record can have long lasting consequences including admission to a university, academic standing, and financial aid eligibility.

Regardless of academic performance, the College may remove a student from a dual enrollment course or from the Program if the Director determines that the student exhibits immature behaviors or is inappropriate or is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

While appropriate for college level study, course materials/class discussions may reflect topics not typically included in secondary courses, which some parents may find objectionable for minors. Instructors may not be aware that minor children are in the classroom. Parents/guardians are not permitted to attend class with their student. College courses will not be modified to accommodate variations in student age and/or maturity. College faculty have academic freedom and may discuss or investigate controversial issues as part of the class.

h) Policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis.

Exceptions to the statutorily eligibility required 3.0 grade point averages for Academic Dual Enrollment may be granted by the College on an individual student (case-by-case) basis at the discretion of the Director. The Director or designee may consult with the School, faculty, counselors, and the student's parents/guardian. There are multiple factors, not just GPA, that determine student success. Strict adherence to statutory eligibility GPA requirements for entrance overlooks the unique programmatic offerings that the College and School have developed to meet the educational needs as well as students applying to Dual Enrollment. Flexibility allows students to excel in their areas of strength and to successfully remediate in areas in which they are weak. Without this exception the Program would serve only high achieving students who already have numerous opportunities to excel academically.

The College may on an individual student (case-by-case) basis agree to extend dual enrollment participation in Student Life Skills (designated as SLS course prefix in the Statewide Course Numbering System) courses to students who do not meet the statutory eligibility requirements.

i) The registration policies for dual enrollment courses.

The registration process and policies for dual enrollment courses will be in accordance with the College's policies. Course registration is not guaranteed. Dual enrollment students are directed to the College's Academic Calendar for registration and other important dates/deadlines, including drop/add and withdrawal dates for each term. Dual enrollment students are subject to the drop/add and withdrawal policies of the College. Students are expected to attend their scheduled classes and satisfy the entire range of academic objectives set by the faculty/instructor in any course.

j) Exceptions, if any, to the professional rules, guidelines, and expectations stated in the College's faculty or adjunct faculty handbook.

There are no exceptions. Each faculty member providing instruction in college credit dual enrollment courses will meet the qualifications set forth in Florida Statutes and those required by the College.

k) Exceptions, if any, to the rules, guidelines, and expectations stated in the College's student handbook which apply to faculty members.

There are no exceptions.

l) The responsibilities of the School district regarding the determination of student eligibility before participating in the Program and the monitoring of student performance while in the Program.

The School will assist the College in the determination of initial student eligibility for the Program. Students who have eligible unweighted high school GPA and who have an interest in dual enrollment should be encouraged by the School and/or the School's guidance counselors to discuss eligibility requirements for dual enrollment. Dual Enrollment students under this Agreement must remain enrolled at the School.

School's students enrolled in the Program shall be deemed students of the College as to the academic and disciplinary rules. Dual Enrollment students also follow the College calendar, grading system, and attendance policies. While on the Santa Fe College campus or while performing

educational requirements associated with their college coursework, students are subject to the rules, procedures, and policies of the College. Students must be aware of and abide by Santa Fe College's Student Conduct Code, as be amended, including but not limited to the academic dishonesty policy, which prohibits cheating, plagiarism, fabrication, and other unauthorized acts.

m) The responsibilities of the College regarding the transmission of student grades in dual enrollment courses to the School.

Once admitted, the College will monitor students' performance in the Program. Participating in dual enrollment creates a College transcript for the dual enrollment student. The College will assign letter grades to each student enrolled in a dual enrollment course and these grades, including withdraws, will be posted to the student academic record with the College. The letter grade assigned by the College shall be posted to the student's high school transcript by the School. The School is prohibited from changing any grade (once assigned by the College) when posted to a transcript. The College shall forward a transcript to the student's home and to School for each student participating in Dual Enrollment pursuant to this Agreement. School agrees to accept all credit earned at the College and to weight college courses for GPA purposes as specified in F.S. §1009.531(3).

n) Tuition and Fees; Funding.

In accordance with Section 1007.271(16), F.S., and Section 6A-14.054(11), F.A.C., dual enrollment students are exempt from the payment of registration fees, including but not limited to tuition, activity and service, capital improvement, laboratory, application, and all other fees collected during the registration process.

The School will reimburse the College, within 45 days from receipt of invoice, for instructional materials assigned for use within courses held on campus at Santa Fe College to School's dual enrollment students. The School shall reimburse to the College, within 45 days from receipt of invoice, the following: (1) the standard tuition rate per credit hour set forth in F.S. §1009.23 for all courses taken by dual enrollment students on a Santa Fe College campus or online from a Santa Fe College instructor; and (2) for secondary courses taught to dual enrollment students on a Santa Fe College campus, reimbursement shall be in the amount of one-twelfth of the adjusted Base Student Allocation (BSA) per student per course per semester.

Pursuant to F.S. §1009.30, the College will seek reimbursement through the Dual Enrollment Scholarship Program for tuition and instructional materials costs for each fall and spring term. Once the College receives reimbursement for fall and spring, the College will refund the School the amount of the reimbursement received. School understands that the College may not receive full reimbursement in which case School will not receive a full refund. For each summer term, the College will seek reimbursement for tuition and instructional costs through the Dual Enrollment Scholarship Program.

- o) Transportation.** Students shall be responsible for providing or arranging for their own transportation.
- p) Scheduling.** The parties will work together in the event scheduling changes are necessary to increase access and student participation.

4. **Accommodations.** The College provides services and resources to students with disabilities who register in a dual enrollment course at the College, which may include but are not limited to academic adjustments, academic modifications, aids, and other services. To apply for services or to receive more information students may contact the Santa Fe College Disabilities Resources Center (DRC), 3000 NW 83rd Street, Bldg S, Room 147, Gainesville, FL 32606 or email drc@sfccollege.edu. Students with IEP or 504 Plans who wish to request accommodations may submit the appropriate paperwork, such as an accommodation plan, psychological evaluation, or 504 eligibility plan, along with their application so that accommodations can be arranged through the DRC in accordance with the laws governing students with disabilities at postsecondary institutions. The School will provide IEP and 504 Plan information to the College at the student's request.

Accommodations will not be granted retroactively, so it benefits the student to submit appropriate paperwork as early as possible.

5. **Instructional Materials.** Instructional materials are defined in F.S. §1006.29(2), and shall include but not be limited to textbooks, consumables, and online codes. Unless herein otherwise stated, the College will loan instructional materials to School's Dual Enrollment students in the Program (free of charge to the dual enrolled students). The instructional materials purchased by the College on behalf of dual enrollment students shall be of the property of the College. Each student is responsible for timely returning to the College all instructional materials assigned for use within courses, except for single use materials like consumables or online codes. Any unreturned loaned instructional materials will be deemed to be a financial obligation owed to the College by School and may result in cancellation or prevention of registration for a student as well as any other penalties set forth in College Rule 7.28, as may be amended.

6. **Off-College Campus Instruction.** The Parties may agree, upon written approval of the College President or the President's designee and an authorized representative of the School, that certain course(s) may be provided during an academic year at a School's site. In the event the School listed herein is a district School Board, the Superintendent is considered the authorized representative of the School for this purpose. If approved, and in such event, the Parties agree to the following:

- a) When dual enrollment is provided at a School's high school by a College faculty member, School shall reimburse the College for the costs associated with School's proportion of salary and benefits to provide the instruction.
- b) When dual enrollment course instruction is provided at a high school by the School's own qualified instructor ("School DE Instructor"), School is not responsible for payment to the College for the instruction. In addition, the Parties agree that a School DE Instructor shall not be considered an employee of the College. This Agreement places no obligation on the College to hire, manage, discipline, or provide benefits to a School DE Instructor.
- c) Regardless of who is providing the instruction, School will be responsible for purchasing all instructional materials required by the College for the course and providing them to the dual enrolled students for use in class. Instructional materials purchased by the School on behalf of dual enrollment students for use within dual enrollment courses will remain the property of the School.
- d) Prior to providing instruction for a dual enrollment course at the School's facility, a School DE Instructor must: (i) be credentialed by the College, (ii) meet the College's criteria or requirements to provide the instruction, and (iii) obtained written approval from the College for the instruction at the school. School DE Instructors must comply with the instructional requirements of the College's dual enrollment program as set forth by the College, including but not limited to those contained in the College's Dual Enrollment Program handbook or manual, as may be amended and revised. School DE Instructors will be responsible for developing the coursework, instructing the School's students, issuing grades, and adhering to the College's standards and expectations concerning the course instruction. School agrees that upon request of the College to School DE Instructor, the College will be provided with copies of the course plans, syllabuses, assessments, exams and other data regarding the dual enrollment course taught at the high school. To ensure quality and that the requirements of the dual enrollment program are being met, the College will regularly assess course content and instruction. The Parties agree that the College's Provost or designee(s) may observe course instruction by a School DE Instructor via either in-person observation or electronic means. The Parties agree that at the College's discretion, for any reason, a School DE Instructor may be deauthorized by the College from further instructing a dual enrollment course. In such event, the College's Provost or the Provost's designee will notify the School's Principal, and the School's Principal will ensure that the School DE Instructor will cease instruction of the certain dual enrollment course, unless or until otherwise agreed by the School's Principal and the College's Provost.
- e) The College has the right at its discretion, for any reason and at any time, to remove dual enrollment course offerings at a School's high school.
- f) Dual enrollment courses taught on the high school campus must meet the same competencies

required for courses taught on the College's campus. The School agrees to collaborate and work jointly with the College to ensure the Dual Enrollment Program is in full compliance with its certification, institutional or programmatic accreditation standards, and any other obligations for the Program.

- g) Dual enrollment courses taught on a high school campus, if any, may not be combined with any noncollege credit high school course.

7. Advising and Guidance.

- a) The Dual Enrollment Program Advisement and Guidance Specialists will act as intermediaries between parents/guardians and College faculty and will comply with the Family Educational Rights and Privacy Act (FERPA). Because the Program wishes to foster student independence and responsibility, parents/guardians are strongly discouraged from directly contacting College faculty to discuss their children.
- b) The College Dual Enrollment Advisement and Guidance Specialists or a designee will monitor academic progress and student attendance. However, the Program is dependent on College faculty to submit information on the College's academic monitoring system. Advisement and Guidance Specialists or a designee will provide support services and contact parents and School if performance is unsatisfactory.
- c) Students and parents should recognize the expertise and experience of the Dual Enrollment Advisement and Guidance Specialists with regard to appropriate course selection and maximum semester hours. The Dual Enrollment student is establishing a permanent college transcript which could negatively impact future university admissions and financial aid eligibility.
- d) Parents/guardians are not permitted to attend class with their student.

8. Graduation. School will ensure that Dual Enrollment students will receive the same recognition at the School's high school graduation as other students concerning the conferring of honors. Students graduating from the College with a degree or a postsecondary certificate will be permitted to participate in the College's graduation ceremony.

9. Extra-curricular activities. Dual Enrollment students may participate in extracurricular activities at their high school, as well as access the College's student clubs and cocurricular activities (though some restrictions may apply for students under 18 years of age).

10. Dual Enrollment Transfer Guarantees.

- a. The School agrees to accept all college credit earned at the College and to weigh college courses for GPA purposes as specified in F.S. §1009.531(3). Dual Enrollment courses will receive the same weight as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certificate of Education (AICE) courses when grade point averages are calculated. Alternative grade calculation systems, alternative grade weighting systems, and information regarding student education options that discriminate against dual enrollment courses are prohibited. In addition, Dual Enrollment courses that meet core state university admission requirements in English/Language Arts, Mathematics, Natural Sciences, Social Sciences, or World Languages shall receive the same weighting as AP, IB, and AICE courses in the calculation of the high school grade point average used for admission decisions.
- b. Florida Dual Enrollment college credit generally will transfer to any Florida public college or university offering the Statewide Course Numbering System course number. However, if students do not attend the same college or university where they earned the Dual Enrollment credit the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Private and out-of-state colleges and universities may or may not grant college credit for courses taken through Dual Enrollment.

11. Termination. In the event of failure of a party to comply with a responsibility or obligation contained in this Agreement, the non-defaulting party will provide the party with written notice specifying the default and will allow the defaulting party at least 15 business days from the date of receipt of such notice to cure the default, prior to terminating this Agreement. The College's President is authorized to provide notice of default on behalf of the College. If the School is a charter school as set out in F.S. §1002.33 and the School's charter become terminated or nonrenewed, the School will send written notice to the College and this Agreement will

automatically terminate. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon 60 calendar days' written notice to the other party. Upon termination of this Agreement for any reason the parties agree that students who are enrolled in the Program at the time of termination will be permitted to complete the current terms and the parties will assist the students in minimizing any adverse effect to the students' educational process.

12. **Entire Agreement.** This Agreement sets forth the entire agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the parties. The failure of a party to exercise any right in this Agreement shall not be considered a waiver of such right. These authorities acknowledge that they reviewed, negotiated and/or developed this Agreement. This Agreement shall not be construed more strictly against one party than against the other party, merely due to fact that it may have been prepared by one of the parties.

13. **Liability; No Waiver of Sovereign Immunity.** Each party assumes any and all risks and agrees to be fully responsible for the willful, reckless, or and negligent acts or omissions of itself or its own representatives, directors, agents, and employees relating to or arising under this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by the College, the School, agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under F.S. §768.28, as may be amended. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including any requirements due to use of federal funds related to this Agreement.

15. **No Third-Party Beneficiaries.** Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights in any third party.

16. **Non-Discrimination.** The parties agree not to discriminate against any person on grounds of race, national origin, color, religion, age, disability, sex, marital status, or other legally protected classes under the laws of the State of Florida or the federal government.

17. **Public Records.** The parties are subject to Florida's Public Records Law (Chapter 119, F.S.), allowing the public to have access to public records as defined by law, including this Agreement and all requisite addenda, unless such records are exempt and/or confidential under the law. Each party will be responsible for responding to public records request that they respectively receive regarding this Agreement.

18. **Force Majeure.** Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

19. **Annual Appropriation.** The performance and obligations of both School and College under this Agreement are subject to and contingent upon an annual budgetary appropriation by its governing body and/or the legislature. If either party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated upon written notice to the other party at the earliest possible time before such termination. No penalty shall accrue to such terminating party in the event this provision is exercised, and such terminating party shall not be obligated or liable for any future payments due or any damages as a result of termination.

20. **Excess Funds.** Any party receiving funds paid under this Agreement agrees to promptly notify the other party of any funds erroneously received upon the discovery of such erroneous payment or overpayment and to refund such excess funds payment.

21. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively in Alachua County, Florida, and the parties specifically waive any other jurisdiction and venue. If any part of this Agreement is in conflict with any Florida law, then such part shall be deemed inoperative to the extent such part conflicts therewith and the total Agreement shall be automatically deemed to be modified to comport with such law.

22. **HIPPA.** Protected health information may be exchanged in connection with this Agreement. Both parties' student data use, storage, access, transmission, disclosure, notification, and safeguards shall comply with all federal and state regulations of protected health information ("PHI") and student privacy, including but not limited to the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and related regulations enacted by the Department of Health and Human Services, and FIPA as set forth in Florida Statutes §501.171, as applicable. FAC 6A-1.0955 shall govern the term and conditions related to contracts for online education technology in the collection, use, and disclosure of student's personally identifiable information ("PII") related to the Agreement.

23. **Signature Authority.** Each signatory to this Agreement represents and warrants that they possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf they are signing.

24. **Notices.** Any notice applicable under this Agreement must be written. All such notices shall be effective upon delivery and shall be hand delivered or mailed certified mail to the College at the address below and the School at the address given above, or such other address as may hereafter be designated by written notice given by either party to the other.

As for the College: Santa Fe College
Attn: Executive Director of Secondary Programs
3000 NW 83rd Street, R-05
Gainesville, Florida 32606

With a copy to: Santa Fe College General Counsel
via email to general.counsel@sfccollege.edu

25. **Counterparts.** This Agreement may be executed in any number of and by the parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same agreement. The parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. Electronic signatures shall have the same legal effect and enforceability as manually written signatures.

IN WITNESS WHEREOF, the parties have caused this Dual Enrollment Articulation Agreement to be executed on the dates written below, by and through their authorized representatives.

**The District Board of Trustees of
Santa Fe College, Florida**

School Board of Clay County, Florida

By: _____

Provost and Vice President, Academic Affairs

Date: _____

Reviewed as to form and legality:

General Counsel's Office

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

Printed Name: _____

Title: _____