### Non-Public Private School Dual Enrollment Articulation Agreement Information Form

## **Pasco-Hernando State College**

Dual enrollment articulation agreements must be renewed annually. It is the responsibility of the Non-Public Private School to submit this form annually with the new articulation agreement. A dual enrollment articulation agreement must be submitted by May 30<sup>th</sup> of each year for approval. This form does not constitute an articulation agreement.

Please complete the information requested and return this form to:

Associate Director of Dual Enrollment Pasco-Hernando State College 10230 Ridge Road New Port Richey, FL 34654-5199

School Name			
School Address	City	State	ZIP
Phone	E-mail		
FAX	School Prin	ncipal/Director	
Persons authorized to sign the Student Dual E	Enrollment Permission Form:		
Name	Title		
Name	Title		
Number of students enrolled in school:			
I hereby certify that the above-named school 1002.42. I further certify that I have authority school.			
Printed Name	Signature 8	& Date	
PHSC Use Only			
Request Approved: ☐ Yes ☐ No			
For Academic Year: to			
Director of Dual Enrollment or designee			ate

# NON-PUBLIC/PRIVATE SCHOOL DUAL ENROLLMENT ARTICULATION AGREEMENT FOR COLLEGE LEVEL INSTRUCTION 2023 - 2024

This Agreement is made on t	his	_ day of	, 20, b	y and between:
	Name o	F Non-Public/F	PRIVATE SCHOOL	
		Address		
CITY	 /	STATE	ZIP CODE	

(hereafter referred to as "the School") and the District Board of Trustees of Pasco-Hernando State College (hereafter referred to as "College" or "PHSC"). The School and PHSC hereafter shall collectively be referred to as the "Parties."

Whereas the School wishes to make dual enrollment college level instruction available to its students at the campuses of PHSC, and

Whereas PHSC wishes to offer certain college level courses to students of the School on a dual enrollment basis,

*Now Therefore,* in consideration of the mutual promises contained herein, the parties agree to the following terms and conditions.

#### I. Authority for and Purpose of this Agreement

This Agreement is entered into pursuant to the authority of Chapters 1002, 1004 and 1007, Florida Statutes.

The purpose of this Agreement is to shorten the time necessary for a student to complete the requirements for obtaining a degree, broaden the scope of curricular options available to students, and to increase the depth of study available for a particular subject.

#### II. Term of this Agreement

This Agreement shall be effective for the 12- month period beginning August 1, 2023 until July 31, 2024. If the School wishes to renew this arrangement for an additional period, the School must submit the required documentation (found on the PHSC website) to PHSC by the published deadline, evidencing continuing compliance with Chapters 1002, 1004, and 1007, Florida Statutes. A current valid articulation agreement must be in effect before a student will be permitted to register for courses pursuant to this arrangement.

#### III. Student Initial and Continued Eligibility Requirements, Testing, and Advisement:

Pasco-Hernando State College's District Board of Trustees may establish additional initial student eligibility requirements to ensure student readiness for postsecondary instruction (Section 1007.271(3), Florida Statutes).

**Initial Eligibility Requirements:** To be eligible to enroll at PHSC as a dual enrollment student under this Agreement, the student must meet the following eligibility requirements:

- 1. The student must be enrolled in a Florida non-public secondary school which is in compliance with the Department of Education registration requirements contained in Sections 1002.01 and 1002.42, Florida Statutes.
- 2. The student must have a documented unweighted cumulative high school grade point average of at least 3.0 on a 4.0 scale.
- 3. Students who plan to enroll in dual enrollment academic college credit courses must achieve a minimum score on a common placement test approved by the Florida Department of Education (FLDOE) which will demonstrate a student's readiness for college level work as established in State Board of Education Rule 6A-10.0315. A complete common placement test score (all subjects: English, Reading, and Mathematics) must be on file with PHSC prior to the student registering for classes.
- 4. The Non-Public/Private School must submit, for each dual enrollment student, documentation acceptable to PHSC, such as a transcript, to be used to accurately verify a student's grade level.

Based on test scores and course placement, students may be eligible for a maximum of 16 credit hours in fall and spring semesters, taken at the non-public secondary school and with PHSC. The student's eligibility for number of credit hours per semester with PHSC is based on their recorded grade level.

**Sixth grade through ninth grade:** students who are eligible to take dual enrollment courses may enroll in up to three (3) credit hours of courses offered *online only* by PHSC per semester. They may take classes in any term available.

**Tenth grade:** students who are eligible to take dual enrollment courses may enroll in up to seven (7) credit hours of their maximum course load per semester in courses offered on PHSC campuses or online. They may take classes in any term available.

**Eleventh grade:** students who are eligible to take dual enrollment courses may enroll in up to sixteen (16) credit hours offered at the School and/or on PHSC campuses, or online, in fall and spring semesters and up to eight (8) credit hours in summer semester. They may take classes in any term available.

**Twelfth grade:** students who are eligible to take dual enrollment courses may enroll in up to sixteen (16) credit hours offered at the School and/or on PHSC campuses, or online, in fall and spring semesters and up to eight (8) credit hours in summer semester. They may take classes in any term available in fall and spring semesters, but only Term III or IIIA classes in the summer semester.

Students must meet the stated pre-requisite(s) and/or co-requisite(s) for each course.

Students will be permitted one attempt per dual enrollment course. A withdrawal from a dual enrollment course will count as an attempt at the course. Dual enrollment students will **NOT** be permitted to audit any dual enrollment course.

Testing: At PHSC testing sites, students are permitted two (2) attempts to achieve a minimum common

placement test score. Additionally, dual enrollment students whose college placement test scores have not placed them into college level coursework in mathematics may take a maximum of 12 college credits that do not have a mathematics prerequisite before providing adequate college placement mathematics test scores. If college levels in mathematics are not achieved by the time the student completes 12 college credits, the student will be restricted from continuing as a dual enrollment student. Students who do not achieve a minimum score (test into ENC 1101 in both Reading and English/Sentence Skills) on a common placement test approved by the Florida Department of Education will not be eligible for any dual enrollment academic college credit course.

**Advisement:** Each dual enrollment student must meet with a PHSC academic advisor prior to registration at least once per semester that the student plans to enroll in dual enrollment courses. Dual enrollment students are limited to taking only those courses in their chosen program of study. For additional information on program(s) of study, please refer to the Academic Programs section in the current PHSC catalog.

Academic advising will include, but is not limited to, requirements for PHSC programs, prerequisites for classes, common university transfer requirements, information regarding the College's established and approved registration, drop/add, and withdrawal dates which will not be altered; that two to three hours of homework are expected for each hour spent in class, that assignment deadlines are firm; that General Education courses require completion with a grade of "C" or higher; and that all grades, including withdrawals, will become part of the student's permanent collegiate, academic transcript.

It should also be noted that the curriculum offered is a college level curriculum. The Statement of Standards E3, Educational Planning indicates that college course materials and class discussions will be appropriate for college-level instruction and may reflect topics not typically included in secondary courses and as such, may contain content deemed to be controversial or of an adult nature. Courses will not be modified to the high school level to accommodate variations in student age and/or maturity. It is strongly recommended that the background and maturity level of the student be considered prior to registration in any college credit course. Course descriptions are available in the online PHSC College Catalog/Student Handbook.

#### **Civic Literacy Requirement**

Effective fall 2021, Florida Rule 6A-10.04213 will be updated to align with SB 1108 which amends s. 1007.25, F.S. This amendment will require students initially entering an FCS institution in 2021-22 and thereafter to demonstrate competency in civic literacy by completing a course and passing an approved assessment.

The civic literacy requirement can be met as outlined below.

Option 1 - complete a. (course) and b. (assessment)

- a. Complete one of the following:
  - · Successfully pass POS 2041 American Federal Government
  - · Successfully pass AMH 2020 History of the United States II
  - · Successfully pass AMH 2020 or POS 2041 via credit-by-exam

Note: If credit by exam is AP or CLEP then see Option 2

b. Achieve Standard Score on the following Assessment

· Florida Civic Literacy Exam (Passing Score=60)

Note: Students who pass the Florida Civic Literacy Exam (FCLE) in high school will still be required to pass an approved course once they enter the Florida College System (FCS).

Option 2 - complete one of the following assessments

Meets both the course and assessment requirement

- · Advanced Placement (AP) Test Government & Politics: U.S. (Passing Score = 3)
- · Advanced Placement (AP) Test U.S. History (Passing Score = 4)
- · CLEP American Government (Passing Score = 50)

Students may also elect to complete POS 2041 or AMH 2020 as a transient student online at another institution via the Floridashines transient student request procedure.

#### **Attendance**

Students taking classes on PHSC campuses, or online with PHSC, should be aware that faculty are required to take and record class attendance and confirm active participation in online course assignments. Students who fail to attend class for a period of two consecutive weeks, or are not active in an online class, are reported as a W2 using the attendance verification process. This effectively removes the student from the class and the student will not see the course as active in Canvas or have access to the course. The student may not be reinstated by the instructor but may request reinstatement through the Exception Memo process, which would require approval from the instructor and the appropriate dean. Students should contact the Student Affairs/Academic Advising office for guidance.

#### **Continued Eligibility Requirements**

Student eligibility requirements for continued enrollment in college credit dual enrollment courses include the maintenance of a 3.0 cumulative unweighted high school grade point average and the maintenance of good academic standing, which is defined as a 2.0 cumulative grade point average (GPA) for all hours attempted at PHSC. "Attempted" means all credit hours in which students are enrolled after the drop/add deadline date. PHSC evaluates students for academic progress at the end of fall, spring, and summer semesters. Students who do not maintain good academic standing will be notified in writing by PHSC through the U.S. mail. Those students who do not maintain a 2.0 cumulative GPA in all PHSC dual enrollment courses will not be allowed to continue participating in the dual enrollment program with PHSC. Any requests for exceptions to the 2.0 GPA requirement for each semester will require a written letter from the student and documentation supporting grave extenuating circumstances. This formal request for an exception will be submitted to the Executive Vice President and Chief Academic Officer / College Provost for consideration.

Students who complete the required credits for the four-year option for high school graduation by the middle of their senior year and elect to stay in high school for the second semester and who satisfy dual enrollment

eligibility requirements may take dual enrollment courses. A student must complete his/her initial program of study with PHSC prior to being eligible to take further courses in an additional program of study under the dual enrollment articulation agreement. Students, who complete their program of study while enrolled in the Dual Enrollment Program, may continue to take DE courses to satisfy SUS program prerequisites.

#### **Delineation of Courses and Programs Available to the Student:**

Once enrolled as a dual enrollment student pursuant to this Agreement, the student shall be eligible to register for any course or courses, except for developmental courses and physical education skills courses, included on the Dual Enrollment Course-High School Subject Area Equivalency List provided the student has met any prerequisite requirement noted in the course description. To access Dual Enrollment information, visit, the Florida Department of Education website. This listing shall be updated from year to year and courses may be added to the list or deleted from the list at the sole discretion of PHSC.

Limited access programs (Dental Assisting, Dental Hygiene, Paramedic, Practical Nursing, Radiography, Registered Nursing, Surgical Technology, Law Enforcement, Corrections, Fire Academy, and Professional Pilot) are not eligible for dual enrollment.

Three-credit (or equivalent) postsecondary courses taken through dual enrollment shall be awarded at least 0.5 high school credits (postsecondary courses offered for fewer than three (3) credits may earn less than 0.5 high school credit), as an elective.

Please note: PSY X012 "Introduction to Psychology" is offered or accepted by all institutions as part of their general education programs, but is a high school elective, and therefore not included on this list.

#### **Student Conduct**

The student shall be required to meet the campus conduct and disciplinary standards set forth in the rules and policies of the College as well as in the PHSC College Catalog/Student Handbook.

Students disruptive to the learning environment may be denied dual enrollment opportunities. All dual enrollment students must agree to abide by all PHSC policies and procedures. Students understand that if they violate any items in the PHSC code of student conduct, they may be denied participation in the PHSC dual enrollment program.

#### **Equal Access**

The District Board of Trustees of Pasco-Hernando State College shall provide equal access to and equal opportunity in admission to programs for qualified applicants without regard to race, color, age, national origin, religion, marital status, gender, gender identity, sexual orientation, disabling condition, ethnicity, pregnancy, or any other factor or condition protected by law. In addition, the college shall not solicit, collect, maintain, or utilize genetic information, as defined in Federal regulations for any purpose.

#### **IV. Student Registration Procedures**

To register for a course, drop a course, or withdraw from a course, dual enrollment students must follow deadline dates published in the academic calendar located in the online PHSC College Catalog/Student Handbook. Students should contact the Academic Advising office on any PHSC campus for guidance to be sure they are using the most up-to-date processes.

Students may only request overrides into full class sections if they are in their final semester of the AA degree and the course is required for graduation.

#### V. Responsibilities of PHSC

PHSC shall be responsible for providing the following educational services for the benefit of the students enrolled pursuant to this Agreement:

- a) qualified faculty who meet the criteria and guidelines of the Southern Association of Colleges and Schools Commission on Colleges,
- b) instructor evaluation and instruction quality assurance in accordance with the rules and procedures as adopted by PHSC and as amended from time to time,
- c) curriculum development and evaluation, textbook selection, and course assessment in accordance with the rules and procedures as adopted by PHSC and as amended from time to time,
- assistance with student application and registration procedures and providing appropriate
  placement testing and test evaluation. Students taking the common placement test are limited
  to two attempts at PHSC or as stipulated by Florida Statutes and/or the Florida Administrative
  Code,
- e) student academic and career advisement and assistance with course selection as requested by the student, and
- f) maintenance of student records and transcripts and forwarding of such records and transcripts upon proper authorization of the student or the legal guardian of the student as appropriate.

All the services to be performed by PHSC shall be provided either at the campuses of PHSC, or virtually, in accordance with all applicable rules and procedures of the College, and with the information contained in the PHSC College Catalog/Student Handbook. The grading policy and attendance policy of every course offered pursuant to this Agreement shall be consistent with the policies contained in the PHSC College Catalog/Student Handbook.

#### VI. Responsibilities of the School and/or Student

#### **Instructional Materials and Fees**

Pursuant to SB 52 (2021) creating Section (s)1009.30 Florida Statues (F.S), Dual Enrollment Scholarship Program, beginning with the 2021 Fall term Pasco-Hernando State College will seek reimbursement from the Florida Department of Education (FLDOE) for the costs of tuition for dual enrollment courses taken by private school secondary students during the fall, spring and summer terms. Beginning with the 2022 Spring term Pasco-Hernando State College will also seek reimbursement for instructional materials for dual enrollment courses taken with the college by private school secondary students in the Fall, Spring and Summer terms.

Reimbursement is contingent upon an appropriation and reimbursement amounts may be prorated. If the reimbursed amount from the FDOE is less than the costs incurred, Pasco-Hernando State College reserves the right to submit an invoice to the private school, representing the difference between the costs incurred and the prorated FDOE reimbursement amount received. That invoice will be submitted to the school no later than 15 days following the College's receipt of FDOE reimbursement funds. All outstanding amounts shall be remitted to

the College by the private school not more than 30 days after the date of submission of the invoice. Costs for tuition and instructional materials may not be passed on to the students.

#### **Transportation**

The School and/or the student shall be responsible for providing transportation for the student to and from any campus of PHSC.

#### Services for Students with Disabilities

Qualified students with disabilities who wish to receive accommodations will provide appropriate documentation relevant to the student's disability that meets PHSC's published guidelines to the College's Office of Student Accessibility Services that will review the documentation provided, determine whether the student is eligible to receive accommodations and will then arrange for approved accommodations to be provided. Any costs for interpreters for students with a hearing impairment will be paid 50% by the school and/or the student and 50% by PHSC for classes taken at any PHSC campus. Any costs for students with visual impairments will be paid 50% by the school and/or the student and 50% by PHSC for classes taken at any PHSC campus.

PHSC is an equal access college and does not discriminate against persons with disabilities. PHSC, in compliance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA) and ADA Amendment Act, makes every reasonable effort to accommodate persons with disabilities. Students requiring any special services or accommodations because of a disability should contact the Director of Student Accessibility Services at the West Campus or the Assistant Coordinator of Student Accessibility Services at any other campus and complete a Self-Identification Form. The College requires documentation of a student's disability before providing accommodations for students with disabilities. Accommodations for students may include but are not limited to use of recording device, use of calculator, use of spell checker/dictionary, note taker, laptop, large print/braille, substitution of written work for oral, adapted test format, time extension, lecture outlines, scribe, reduced distraction location for exams, substitution of oral work for written, special seating, interpreter, reader, tutor, modified furniture, or course substitution.

Confidentiality: Each party acknowledges that during the term of this agreement both parties will send and receive information on students which is considered confidential under Federal and Florida laws. Each party agrees to protect and hold confidential all such information. Neither party may release any confidential information except by written authorization from the student, or unless otherwise authorized or required by law or rules. The College will release appropriate information regarding students attending dual enrollment classes on PHSC campuses.

#### **VII. Tuition Costs & Dispute Resolution**

For non-public private school students who attend classes on the PHSC campuses or through distance education, the College will submit an invoice representing the amount of tuition per credit hour aggregated by the total number of dual enrollment credits being taken on the College's campuses. The tuition shall be the standard tuition rate for Florida College System institutions as established by the 2021 – 2022 General Appropriations Act. The invoice will contain the names, student identification numbers, course numbers and titles, and credit hours for each dual enrolled student and will be submitted no later than 15 days following the last day of the "Drop" period for that semester. All amounts shall be remitted to the College by the School not more than 30 days after

the date of submission of the invoice. Such invoices and payments may be submitted electronically. In the event the School disagrees with the amount invoiced, it shall pay the amount it agrees is due within the time proscribed herein and shall notify the College, in writing, of the basis for disputing the remaining balance. The parties agree to meet and resolve the disagreement as soon as practicable before the end of the College semester for which the invoice was submitted. These timelines shall apply to any terms, full or mini, in which dual enrollment students may be enrolled.

In the event of a dispute of any or all of an invoice submitted hereunder, the parties agree that the dispute is best resolved between them without involving third parties, including mediators, arbitrators, or the judicial system. To resolve disputes, the parties agree that each will appoint an administrator who is familiar with the terms and implementation of the dual enrollment agreement. These individuals shall meet within 10 days of notice to the other of a dispute and attempt to resolve the issues. Each administrator so appointed shall appear at the meeting with full authority to resolve the issue. In the event the appointed administrators determine that they are unable to reach an agreement, then the School Principal/Director and the President of the College shall meet and resolve the issue. The School Principal/Director and President may bring such administrators as they deem appropriate to the resolution meeting. In the event no resolution is achieved at this level then either party may elect to file a civil action in the appropriate Court.

In the event the School does not respond to the submission of an invoice and does not pay the balance due by the prescribed deadline, the College may restrict students from the School from registering for further classes. In addition, if students from the School have already registered for classes, they may be removed. In this situation the College may choose not to enter into future articulation agreements with the School.

#### **VIII. Miscellaneous Provisions**

This Agreement shall be construed in accordance with the laws and rules of the State of Florida, and any litigation arising under this Agreement shall be brought in Pasco County, Florida.

If a party to this Agreement waives a provision or condition of this Agreement for any reason, whether intentional or unintentional, such a waiver shall not be deemed a permanent waiver or a modification of this agreement, and such party may insist on full compliance in the future. This Agreement may not be amended or modified except in a written document signed by the parties to the Agreement.

School hereby covenants and agrees to indemnify and hold harmless and defend PHSC and its respective employees and agents from and against any and all claims, losses, liens, fines, demands, suits, actions, taxes, penalties, expenses, assessments, premiums or liability and settlements of any kind or nature, arising from or in any way connected with this Agreement, or any of the rights and responsibilities required, or referred to, in this Agreement, including reasonable attorneys' fees, expert witness fees, and court costs. These indemnifications shall survive the term and any renewals of this Agreement.

In accordance with Section 768.28, F.S., PHSC assumes liability for personal injury and property damage attributable to its negligent or wrongful acts or omissions and its officers, employees and agents while acting within the scope of their employment or service. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, F.S.

#### IX. Dual Enrollment Transfer Guarantees

The dual enrollment program at PHSC is an opportunity to take challenging courses and accelerate educational opportunities. With hundreds of dual enrollment courses available, there is great potential to further engage and motivate students to pursue academically rigorous courses that capture their interests. Successful completion of dual enrollment courses allows eligible high school students to simultaneously earn high school core or elective credit and postsecondary credit toward a career certificate, an associate degree, or a baccalaureate degree.

Dual enrollment courses will receive the same weighting for the high school grade point average as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certificate of Education (AICE) courses. 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.

Students should understand, however, that dual enrollment courses are college-level courses, and the amount of work and rigor of content in dual enrollment courses may be much greater than in high school courses. In addition, dual enrollment course grades become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary grade point average. Poor performance in dual enrollment courses may affect university admissions and financial aid. It is important to do well in these courses to realize the benefits of dual enrollment.

Course selection is important for the dual enrollment student since different programs at a college require different courses to complete the certificate or degree. By choosing courses wisely, students can reduce the time it takes to complete a program after high school graduation. Some students are even able to complete their college certificate or degree at the same time they graduate from high school. Students who do not know what they want to study in college should consult with an advisor to consider focusing on completing general education requirements in communications, mathematics, social sciences, natural sciences, and humanities. All degree programs require general education coursework and, while there is some variation from institution to institution, there are general education courses that are common among most, if not all, institutions.

Florida dual enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Numbering System course number and must be treated as though taken at the receiving institution. 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.

# DISTRICT BOARD OF TRUSTEES OF PASCO-HERNANDO STATE COLLEGE

	Name of Non-Public/Private School
By: Timothy L. Beard, Ph.D.	By: Signature
As its: President	As its: Principal/Director
Date:	Date:
By: Lee Maggard, Chair	
As its: Board of Trustees	
Date:	
Legal Language Approved By PHSC Legal Counsel	
Initials PAN Date 3/23/2023	