

**NON-PUBLIC/PRIVATE SCHOOL DUAL ENROLLMENT
ARTICULATION AGREEMENT FOR
COLLEGE LEVEL INSTRUCTION
2020 - 2021**

This Agreement is made on this ____ day of _____, 20__, by and between:

| | | |
|-----------------------------------|-------|----------|
| NAME OF NON-PUBLIC/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

- 1.1 This Agreement is entered into pursuant to the authority of Chapters 1002, 1004 and 1007, Florida Statutes.
- 1.2 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

- 2.1 This Agreement shall be effective for the 12- month period beginning August 1, 2020 until July 31, 2021. In the event that 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 Eligibility Requirements and Responsibilities

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).

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

a) 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.

b) The student's eligibility for number of credit hours per semester 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 per semester, either at the School or offered *online only* by PHSC. 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.

c) The student must have a documented unweighted cumulative high school grade point average of at least 3.0 on a 4.0 scale.

d) 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. 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.

e) 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](#). In addition, students must have the approval of a parent or legal guardian and/or their school's designee as indicated on the [Dual Enrollment Permission Form for Non-Public/Private School and Home School High School Students \(SAR-66\)](#).

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](#).

f) 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.

g) 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.

3.2 Once enrolled as a dual enrollment student pursuant to this Agreement, the student shall be eligible to register for any course or courses, with the exception of remedial 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, Professional Pilot, Aviation Maintenance Administration, and Unmanned Vehicle Systems Operations} 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.

3.3 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.

3.4 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

4.1 **To register or drop/add a course, a dual enrollment student must:**

- a) follow deadline dates published in the academic calendar located in the online [PHSC College Catalog/Student Handbook](#);
- b) obtain signed approval on a completed Dual Enrollment Permission Form for Non-Public/Private School and Home School High School Students (SAR-66) from the school and/or parent or legal guardian;
- c) submit the completed and signed permission form (SAR-66) to a PHSC academic advisor at an Academic Advising Office before the published deadline date who will drop or add the course(s); and sign a Registration form (SAR – 5).
- d) keep a copy of the forms for his/her records.

4.2 **To withdraw from a course, a dual enrollment student must:**

- a) follow deadline dates published in the academic calendar located online [PHSC Catalog/Student Handbook](#);
- b) notify the school designee/and or parent or legal guardian and obtain signed approval on a completed PHSC Withdrawal Request Form (SCN-3);
- c) submit the completed and signed Withdrawal Request Form to a PHSC academic advisor at an Academic Advising Office before the published deadline date in the online PHSC College Catalog/Student Handbook; and
- d) keep a copy of the form for his/her records.

V. Responsibilities of PHSC

5.1 PHSC shall be responsible for providing the following educational services for the

benefit of the students enrolled pursuant to this Agreement:

- a) providing qualified faculty who meet the criteria and guidelines of the Southern Association of Colleges and Schools Commission on Colleges,
 - b) providing 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) providing 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,
 - d) providing assistance with student application and registration procedures, and providing all 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) providing student academic and career advisement and assistance with course selection as requested by the student, and
 - f) providing 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.
- 5.2 All of the services to be performed by PHSC shall be performed at the campuses of PHSC and in accordance with all of the applicable rules and procedures of the College, and in accordance 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

- 6.1 The School and/or the student shall be responsible for providing all required textbooks and other instructional materials needed by the student for any course taken pursuant to this Agreement. There shall be no cost to the School or the student for registration and laboratory fees for any course taken pursuant to this Agreement. The costs for tuition and fees will not be passed along to the student.
- 6.2 The School and/or the student shall be responsible for providing transportation for the student to and from any campus of PHSC.

- 6.3. 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.
- 6.4 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. This must be submitted along with the dual enrollment articulation agreement.

VII. Tuition Costs & Dispute Resolution

- 7.1 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 2020 – 2021 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.
- 7.2 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. In order 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.

VIII. Miscellaneous Provisions

- 8.1 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.
- 8.2 In the event that 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.
- 8.3 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

By: _____
Timothy L. Beard, Ph.D.

As its: President

By: _____
Marilyn Pearson-Adams, Chair

As its: Board of Trustees

Name of Non-Public/Private School

By: _____
Signature

As its: Principal/Director

Date: _____

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| Legal Language Previously Approved by PHSC Counsel Initials PAN Date 4/8/2020 |
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