Student Name	Student ID#
Anticipated Graduation Date	County

# DUAL ENROLLMENT AGREEMENT Indian River State College And The Home School

Whereas Section (s) 1007.271 (21), **Florida Statutes**, requires state colleges and Home Schools to develop comprehensive Dual Enrollment articulation agreements, **Indian River State College** (IRSC), and **The Home School** have made the following determinations:

- A. Terms of this Agreement shall commence August 1, 2023, or on the last date approved by either party, whichever is later, and end upon the student's high school graduation date specified in this agreement and in their academic record, unless terminated as hereinafter provided.
- B. Either party shall have the right to terminate this Agreement by delivery of a written notice to the other party not less than sixty (60) days prior to the effective date of said termination.
- C. The parties to this Agreement recognize that as provided under Section (s) 1007.271 (21), F.S., and SBE Rule 6A-14.064, accelerated mechanisms such as Dual Enrollment/Early College and advanced (college-level) instructional programs for qualified students from the Home Schools enhance learning opportunities and are required to be made available for those students.
- D. The parties will adopt an Agreement as provided in Section 1007.271 (21), F.S., and SBE Rule 6A-14.064, including:
  - 1. College Credit Dual Enrollment
  - 2. Vocational Credit Dual Enrollment

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I.** Ratification of Existing Agreements: All existing dual enrollment agreements between the Trustees and the Home School are hereby modified to conform to the terms of this agreement and the appendices of this document.

ARTICLE II. Program Description: In accordance with Section 1007.271 (21), F.S., Section 1007.273, F.S., SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or high school completion and an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the Trustees and Home School, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included as an appendix to this Agreement, along with the IRSC Dual Enrollment Course list website link. https://www.irsc.edu/programs/dual-enrollment-for-high-school-students.html The Home School recognizes that IRSC is not obligated to offer any course on the FLDOE Dual Enrollment Equivalency list but that this list is used to determine eligible courses.

#### **Student Records:**

The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22, F.S., and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, the length of retention and security of student records. Home Schools may provide student information to IRSC for the sole purpose of providing dual enrollment marketing information to prospective/current dual enrollment students.

#### **Eligibility and Access:**

- 1. Students must be enrolled in grades 6-12, in a home education program as verified by the local Home School district.
- 2. Proof of enrollment in a Home School Program from the student's local school district must be on file at IRSC to participate and continue in Dual Enrollment.
- Home School students are not required to meet the minimum grade point average (GPA)
  requirement if the student has met the common placement test scores required for
  participation in dual enrollment.
- 4. Home School students will need to meet the minimum high school (GPA) requirement for continued participation in dual enrollment programs.
- 5. Students must maintain the minimum college GPA of a 2.0 for continued enrollment in the Dual Enrollment Program.
- 6. For college credit courses, students must demonstrate college readiness by achieving or exceeding minimum scores on Common Placement Exams or Alternative Placement Exams according to Section 1007.271 (21), F.S.
- 7. Students must meet or exceed the following Common Placement Test scores to demonstrate college readiness:

Florida Postsecondary Education Readiness Test (PERT)	Standard Score	
Reading	106	
Writing	103	
Mathematics	114	
Next-Generation ACCUPLACER, The College Board (Interim Scores) Through July 2022		
Quantitative Reasoning, Algebra, and Statistics (QAS)	242	
Reading	245	
Writing	245	
Next-Generation ACCUPLACER, The College Board Since August 2022		
Quantitative Reasoning, Algebra, and Statistics (QAS)	261	
Reading	256	
Writing	253	
SAT, The College Board		
Reading Test	24	
Writing and Language Test	25	
Math Test	24	
Digital SAT, The College Board Since June 2023		
Reading and Writing Section	490	
Math Section	480	
ACT with Writing or ACT, Inc.		
Reading	19	
English	17	
Mathematics	19	

Classic Learning Test, Classic Learning Initiatives, LLC Since August 2023	
Sum of the Verbal Reasoning and Grammar/Writing Sections	38
Quantitative Reasoning Section	16

# 8. Students must meet or exceed the following Alternative Placement Test scores to demonstrate college readiness:

PSAT/NMSQT and PSAT 10, The College Board	Standard Score	
Reading Test	24	
Writing and Language Test	25	
Mathematics Test	24	
Digital PSAT/NMSQT and PSAT 10, The College Board Sin	ce June 2023	
Reading and Writing Section	490	
Mathematics Section	480	
PreACT <sup>®</sup>		
Reading	22	
English	18	
Mathematics	22	
General Educational Development (GED®) Tes	t	
Reasoning Through Language Arts	165	
Mathematical Reasoning	165	
Test Assessing Secondary Completion (TASC	M)	
Language Arts Reading	580	
Language Arts Writing	560 and 6 on Essay	
Mathematics	560	
High School Equivalency Test (HiSET®)		
Language Arts Reading	15	
Language Arts Writing	15	
Mathematics	15	
End-of-Course Assessments		
Algebra 1 End-of-Course Assessment	4	
Geometry End-of-Course Assessment	4	
ALEKS® PPL		
Mathematics	30	

- 9. When students are using the PERT to prove college readiness, they must test in Reading, English, and Math, unless they have met the minimum requirements via an approved alternate placement method.
- 10. Students who have accumulated twelve (12) college credit hours and have not yet demonstrated proficiency in all of the basic competency areas of reading writing and mathematics must be advised in writing by the Home School of the requirements for Associate degree completion and state university admission, including information about future financial aid eligibility and the potential costs of accumulating excessive college credit, as outlined in Section 1009.286 F.S.
- 11. Students must complete Dual Enrollment Program Agreement form (IRSC 508) with all appropriate signatures.
- 12. Students must complete course registration forms (IRSC 68) with all appropriate signatures.
- 13. Students will be eligible for a maximum of 60 credit hours of dual enrollment.
- 14. Students who have met high school graduation requirements or all requirements for an Associate's degree are no longer eligible to participate in the Dual Enrollment Program. Students who would like to further their education at IRSC may apply after their high school graduation.
- 15. Students must have an anticipated high school graduation date that is no more than seven years in the future for 6th graders, no more than four years in the future for a freshman in high school, and reduced by one year for every grade thereafter.
- 16. Students who are 21 years of age or older may not participate in the dual enrollment program.
- 17. Students who are scheduled to graduate from high school prior to the completion of a dual enrollment course, are not eligible to participate the dual enrollment program.
- 18. Students must meet any additional eligibility criteria specified by the postsecondary institution in the Dual Enrollment Articulation Agreement.
- 19. Students may not have been recommended for expulsion or expelled from a secondary school where the student attends or attended. Students who are enrolled in dual enrollment course(s) prior to being recommended for expulsion or being expelled may be permitted to finish the course(s), but they may not be permitted to enroll in or register for the additional course(s).
- 20. Students may not be placed at an alternative school for behavioral or disciplinary reasons or due to a safety concern. Students who are enrolled in dual enrollment course(s) prior to being placed in an alternative school may be permitted to finish the course(s), but they may not be permitted to enroll in or register for the additional course(s).
- 21.IRSC and the Trustees have the sole and absolute decision to permit or deny the enrollment of any student recommended pursuant to paragraph 13 above or who is not otherwise eligible for enrollment in dual enrollment. Further, IRSC or the Trustees may require additional information from a student and/or the Home School to assist in making any such determination.

# **Course Lists and Credit:**

1. Any college credit course comprising of 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for Dual Enrollment.

- 2. Courses that meet high school graduation requirements are listed in the Dual Enrollment Course Equivalency List.
- 3. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.
- 4. Physical Education, College Preparatory courses, and private music lessons are excluded from this Agreement. Any changes necessary during the academic year will be mutually agreed upon by the articulation representatives of Indian River State College and the Home School.
- 5. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Students are responsible for checking with the Office of Student Financial Assistance for eligibility requirements.

# **Notice to Participant**

IRSC will notify students, parents, and school counselors of the opportunities to participate in DE by:

- 1. Providing information sessions to be held at all IRSC campuses each academic year.
- 2. IRSC representatives coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
- 3. Sending students and/or parents a letter informing them of the student options to participate in dual enrollment.
- 4. Providing updates to the dual enrollment program on the IRSC dual enrollment webpage at <a href="https://www.irsc.edu/programs/dual-enrollment-for-high-school-students.html">https://www.irsc.edu/programs/dual-enrollment-for-high-school-students.html</a>.

#### **Special Programs**

 Employment Ready Dual Enrollment - The Employment Ready Dual Enrollment Program is for high school students who would like to develop technical skills with an emphasis on 21st Century employment opportunities. Students may pursue approved Associate in Science (AS) degrees. Employment Ready Dual Enrollment processes are the same as those for Dual Enrollment with the following eligibility requirements.

#### Student Eligibility and Access:

- a. Students must meet the age requirement for the Career Program of choice, if applicable.
- b. Students must demonstrate college readiness via a Common or Alternative Placement Exam.
- c. Students may enroll in a maximum of 6 college credit hours per semester.

#### **New Students:**

- New (first time) Associate in Arts degree-seeking students are required to complete SLS1101 – Student Success during their first semester of attendance. An unweighted high school GPA of 3.0 and a PERT Reading score of 106 is required to participate in this course.
- 2. New (first time) Vocational or Clock hour dual enrollment students are not required to take SLS1101.
- 3. New students are recommended to participate in no more than two, 3 credit courses during their first semester. One of the two courses must be SLS1101.
- 4. New students are recommended to complete the Dual Enrollment New Student Orientation (NSO), which includes information on college policies, procedures, resources, expectations, and other essential items that help support student success.

#### **Exceptions**

- For exceptions, the Home School Official must complete and submit the Dual Enrollment Exceptions Request form with supporting documentation for the request to a local IRSC Official. The Dual Enrollment Exceptions Request must be approved by the IRSC Dual Enrollment Official for the student to be allowed to participate in dual enrollment.
- 2. Exceptions to the GPA requirement may be considered upon written documentation and approval from the Home School Official and the IRSC Official.
- 3. A one semester extension of the student's anticipated high school graduation date may be considered upon the submission of proof of enrollment of a current Home School program, a written request of the outstanding credits needed for high school graduation, and the Dual Enrollment Exceptions Request form. If the request is approved, students will be eligible to take courses that meet the high school graduation requirements reflected in the supporting documentation.
- 4. Exceptions are not allowed for Special Programs.

#### **Summer Enrollment:**

- 1. Students are recommended to enroll in a maximum of 12 credits over the Summer.
- Students who were unsuccessful in a course in the Fall or Spring semester may retake the course during the Summer sessions at no cost, but must have an approval from their high school counselor and they must meet with their IRSC advisor prior to taking the course.

### **Student Support:**

- 1. IRSC staff members and The Home School Counselors and will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses.
- 2. High school guidance counselors are responsible for assisting the student to identify college courses that also meet high school graduation requirements; see Dual Enrollment Course Offerings on the IRSC Dual Enrollment Page at the college website: <a href="https://www.irsc.edu/programs/dual-enrollment-for-high-school-students.html">https://www.irsc.edu/programs/dual-enrollment-for-high-school-students.html</a>
- 3. IRSC Student Success and Advising staff will:
  - a. Ensure dual enrollment students are properly identified as such in the IRSC registration system.
  - b. Ensure that an individualized student Guided Pathway/Academic plan is developed and implemented for each dual enrollment student.
  - c. Provide ongoing advisement with students regarding their progression in College courses and programs.
  - d. Provide Dual Enrollment students with the use of all of IRSC academic support resources. Students are encouraged to utilize services such as Career and Transfer Services, Academic Support Centers, and Libraries. Students may also access the IRSC website for detailed information on degrees, programs, and resources.
- 4. Indian River State College provides reasonable accommodations to students with documented disabilities through the Student Accessibility Services Office. Listed below are the services available to eligible students:
  - a. Notetakers
  - b. Testing Accommodations

- c. Assistive Technology
- d. Readers
- e. Scribes
- f. Sign Language Interpreters
- g. Alternative Text

#### **Advising Services**:

- 1. Dual enrollment students will be assigned an IRSC Advisor during their first term of enrollment. They will meet with their advisor to create an Academic Plan/Guided Pathway-based on their academic and career goals. This plan will then be used by the student and the Parents/Guardian in subsequent semesters to determine appropriate dual enrollment courses to be taken.
  - a. Students are responsible for scheduling a meeting with their assigned Advisor to complete their Guided Pathway/Academic Plan, within their first semester.
  - b. Students are responsible for communicating any changes to their Guided Pathway/Academic Plan to their high school counselor.
- Dual enrollment students will be able to access their Guided Pathway/Academic Plan online via their MyPioneerPortal, where it can be utilized to search for available classes each semester.
  - a. This plan will ensure that dual enrollment students remain "on-track" for a college degree. Parents/Guardians are responsible for ensuring that all applicable high school graduation requirements are met.
- 3. Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their Parents/Guardian and their assigned college advisor, based upon their Academic Plan/Guided Pathway. Upon selection of the classes, they may register online, and submit the Dual Enrollment Registration Form (IRSC68) with appropriate signatures to any IRSC campus. Submission of this form ensures that applicable fees for approved courses are exempted.

#### Grades

- 1. A Letter grade of a "D" may not always count as successful completion pursuant to state rule SBE Rule 6A-10.030 F.A.C.
- 2. All grades are calculated into a student's GPA and will appear on his/her college transcript.
- 3. All grades, including "W" for withdrawal, become part of the student's permanent college transcript and may affect subsequent postsecondary admission and financial aid eligibility.
- 4. A letter grade of "I" for which coursework is not completed by the end of the following semester will be converted to an "F" or a "U" (Unsatisfactory), depending upon the grading method of the class. Courses evaluated for U graded credit will not convert to any other type of grade.
  - a. If a student receives an "I", it is the sole responsibility of the student to satisfy the requirements for the course and notify the school when the final grade change posts.
  - b. An "I" must be reconciled before future dual enrollment eligibility is determined.
  - c. If the result of the "I" Incomplete is "U" Unsatisfactory, the student must follow the rule for "Unsuccessful attempts" in the Second and Third Course Attempts section.

- 5. Section 1007.271(21), F.S. requires home school to "weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited."
- 6. According to Section 1007.271 (21), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer.
- 7. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the Dual Enrollment Equivalency List.
- 8. Grades awarded by IRSC are not subject to change by the Home School, or its representatives, including a "W". State Board Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school's acceptance of transfer credit for students in Florida's public schools.

## **Second and Third Course Attempts**

### 1. <u>Unsuccessful attempts and withdrawals</u>

- a. Students needing to attempt courses more than once will be required to meet with their IRSC assigned advisor prior to any re-enrollment.
- b. Students who were unsuccessful in a course cannot take additional dual enrollment classes until they have retaken and completed that course.
- c. Students who withdraw from a course cannot take additional dual enrollment classes until they have retaken and completed that course.
- d. High school guidance counselors may recommend an alternative course jointly agreed upon by the student and IRSC assigned advisor via the student's Guided Pathway/Academic plan.
- e. Repeated course attempts will be at the student's own expense or they may opt to enroll during the Summer.
- f. Students must adhere to all of the College's withdrawal procedures including talking with their instructor before withdrawing from a course.

#### 2. Third Course Attempts

- a. Students who are unsuccessful in a course two consecutive times will not be permitted to enroll for one term (Fall, Spring, or Full Summer) following the term in which they were suspended.
- b. For third course attempts, the Dual Enrollment Exceptions Request form must be submitted to the local Dual Enrollment Official, by a Home School Official, describing the reasons for the failed attempts and a plan of action for success.
- c. If a student is approved to take a course for a third time, they may incur a third attempt surcharge for that course and will be at the expense of the student during the Fall, Spring, or Summer semester.

#### **Student Standards of Conduct**

- 1. From IRSC's Student Handbook: The College looks upon its students as mature individuals at an age of responsibility for their own actions. The following regulations were designed by the students, staff, and faculty in order to ensure compliance with state and county laws and to promote the safe, efficient operation of the College. Violations of these regulations will be referred to the Vice President for Student Success for appropriate action, which may include a Student Affairs Committee. Failure to respond to a summons by letter, telephone call, or message delivered by an IRSC employee concerning a matter of conduct is considered a violation of the student code of conduct. (See Administration of Student Discipline)
- 2. TRUSTEE Policy Number 6Hx11-7.24: Any student who accepts the privilege of enrollment at Indian River State College is deemed to have given his or her consent to adhere to the policies of the College and the laws of the State of Florida. Students shall conduct themselves in a manner compatible with the College's function as an educational institution.
- 3. Student Standards of Conduct are applicable on campus, at off-campus locations or activities, and while using College facilities or equipment.
- 4. Each student shall assume responsibility for familiarity with College policies and agree to the highest moral and ethical standards of conduct including, but not limited to the following:
  - a. To uphold and abide by all College policies and procedures including those of the Campus Coalition Government;
  - b. To respect each student's right to learn in all educational environments;
  - c. To participate and contribute to class discussions and activities to the best of his or her ability;
  - d. To make responsible use of all College facilities and equipment including electronic communications with faculty, staff, and other students;
  - e. To demonstrate respect towards other students, faculty, staff, administrators, and other persons employed by the College;
  - f. To respect instructor grading policies and to adhere to the highest standards of academic honesty;
  - g. To acknowledge and comply with reasonable requests for student assistance or service by College personnel whenever possible;
  - h. To extend courtesy, integrity, and good citizenship to all individuals at the College;
  - i. To refrain from engaging in activities or conduct that might discredit or disrupt the College or its employees, students, and visitors.
- 5. Misconduct for which students are subject to discipline falls into the following categories:
  - a. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the College.
  - b. Forgery, alteration, or misuse of College documents, records, or identification.
  - c. Obstruction or disruption of teaching, research, administration of disciplinary procedures, or other College activities, including its public service functions, or conduct which threatens or endangers the health or safety of any such persons.
  - d. Theft or damage to property of the College or of a member of the College community or campus visitor.
  - e. Unauthorized entry to or use of College facilities.
  - f. Violation of College policies or of campus regulations including campus

- regulations concerning the registration of student organizations; the use of College facilities; or the time, place, and manner of public expressions.
- g. Consumption, use, possession, distribution or involvement with alcohol, illegal drugs or substances, (e.g. heroin, cocaine, LSD, barbiturates, hallucinogens, narcotics, marijuana) or presence when/ where these substances are being used or consumed.
- h. Disorderly conduct or lewd, indecent, or obscene conduct or expression on the College-owned property or at College-supervised functions.
- i. Failure to comply with directions of College officials acting in the performance of their duties.
- j. Conduct which adversely affects the student's suitability as a member of the academic community. Students who aid others in disciplinary infractions are also subject to disciplinary action.
- k. Acts of sexual assault/battery (rape) or other forms of sexual misconduct, including harassment, exploitation, intimidation, or coercion.
- I. Any act which results in the student being suspended or expelled from the secondary school to which they are assigned by the District.
- 6. In addition to the Trustee's and IRSC's Standards of Conduct, Students shall remain bound and subject to any district or secondary school rules, regulations, and responsibilities while the student is enrolled in dual enrollment coursework.

#### **Instructional Quality and Evaluation:**

- 1. The Trustees shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment.
- 2. In all cases, faculty must meet IRSC faculty credentialing criteria. These IRSC criteria apply to all faculty teaching post-secondary courses regardless of the physical location of the course being taught.
- 3. Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the Trustees.
- 4. The President or designee, for the Trustees, shall assign the instructors for all classes offered in accordance with this agreement.
- 5. IRSC prohibits courses from being offered at Home School sites(s).
- 6. A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
- 7. IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams
- 8. All instructors teaching dual enrollment courses shall provide a copy of any modifications to a course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
- 9. All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.

#### Responsibilities:

- Home Schooled students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, laboratory fees, and instructional course materials.
- 2. Students and Home School officials are responsible for reviewing the annual updates in the dual enrollment program on the IRSC dual enrollment webpage. These updates will be made available during the Fall semester of each academic year.

- 3. Insurance fees will be paid by the student unless the Home School provides appropriate insurance for coverage.
- 4. Students and/or The Home School are responsible for transportation to and from dual enrollment classes.
- 5. The President or designee for IRSC shall have the responsibility for selection of textbook and course materials in accordance with this Agreement.
- 6. The President or designee for IRSC shall establish procedures and conditions for the acquisition and return of instructional materials.
- 7. All textbooks and reusable course materials remain the property of IRSC at the end of the course and must be returned to the College by the student using the course materials. Failure to return course materials upon conclusion of the semester will generate an amount due from the student to IRSC and will block future registration.
- 8. Class size, locations and time of course offerings will be approved by the President or designee of IRSC.
- 9. Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
- 10. Students and parents shall both sign and agree to the terms set forth in this agreement.
- 11. Students must register for courses by the deadline established by IRSC.
- 12. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity. Parents should review the course syllabus before enrolling their student to determine if the content is age appropriate. All IRSC course syllabi may be accessed and reviewed at https://irsc.simplesyllabus.com/en-US/syllabus-library.
- 13. Courses will be selected to meet degree/certificate requirements in order to minimize student and state cost.
- 14. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.
- 15. Students are expected to comply with all IRSC, Trustee, District, and secondary school rules, regulations, policies, codes, and codes of conduct while enrolled in dual enrollment.
- 16. Home School must notify the IRSC's Vice President for Student Success if one of their new or participating dual enrollment students has been identified as a potential threat to the safety of others and/or has been expelled from his/her secondary school. Students who have been identified as a potential threat to the safety of others or who have been expelled may not be permitted to participate or continue in dual enrollment course(s) previously described.
- 17. Home Schools must notify the Vice President for Student Success if one of their participating dual enrollment students has been expelled from his/her secondary school.

**ARTICLE III.** Evaluation of the Agreement: This agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with ninety (90) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. This agreement is subject to and shall conform to annual updates

in the dual enrollment program. Updates to this agreement shall be made available on the IRSC dual enrollment webpage. New courses will be added to the Dual Enrollment Equivalency List once approved by the Department of Education.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

In the unlikely event of any local natural disaster or pandemic, which may disrupt program services and or access to these services, the College may make modifications to this agreement as supported by F.S. 1007.271 and communicated to the secondary institution in writing by the Vice President for Student Success within 30 days of the change.

Specifically, nothing contained herein shall be deemed a waiver of Sovereign immunity or any statutory limitation on liability of either party. Nor shall any provision of this Agreement be deemed to require either party to indemnify or hold harmless the other. Notwithstanding anything stated in this Agreement to the contrary, this Agreement and all provisions contained herein shall be subjected to and governed by Sec. 768.28, F. S., as amended.

Specifically, neither party shall exclude any person from participation, discriminate against, or deny any services or benefits to any person's enrollment or participation in the dual enrollment program, based upon the grounds of race, color, sec, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above named characteristics.

# This agreement may be signed in separate parts:

**IN WITNESS WHEREOF**, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below.

Signature of Elizabeth Gaskin Vice President for Student Success	
Indian River State College:	Date:
Student Name (Print):	Date:
Student Signature:	Date:
Parent/Guardian Name (Print):	Date:
Parent/Guardian Signature:	Date:
Signature of Strather DuPree Assistant Director of Career Pathways and	
Partnership Agreements:	Date: