

DUAL ENROLLMENT AGREEMENT

Indian River State College
And
School Board of Martin County

Whereas Section (s) 1007.271 (21), Section 1007.273, **Florida Statutes**, requires state colleges and school districts to develop comprehensive Dual Enrollment Articulation agreements, the **District Board of Trustees for Indian River State College**, hereinafter referred to as the **TRUSTEES**, and **The School Board of Martin County, Florida** hereinafter referred to as the **BOARD**, have made the following determinations:

- A. Terms of this Agreement shall commence July 1, 2022, or on the last date approved by either party, whichever is later and end June 30, 2024, unless terminated as hereinafter provided.
- B. Annual meetings shall take place between representatives from both institutions to review this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- C. Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- D. The parties to this Agreement recognize that as provided under Section(s) 1007.271 (21), F.S., Section 1007.273 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 School District enhance learning opportunities and are required to be made available for those students.
- E. 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 BOARD 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 the BOARD, 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 within this Agreement, along with the IRSC Dual Enrollment list website link. <https://www.irsc.edu/programs/dual-enrollment-for->

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. School district may provide 9th-12th directory information to IRSC for the purpose of providing dual enrollment marketing information to prospective/current dual enrollment students.

Eligibility and Access:

1. Students must be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program.
2. Students must have a 3.0 unweighted high school grade point average (GPA) based on four high school credits, in order to enroll in college credit courses, or a 2.0 high school unweighted GPA based on four high school credits to enroll in career technical education clock hour dual enrollment courses
3. Students must maintain the minimum college GPA of a 2.0 for continued enrollment in the Dual Enrollment Program.
4. For college credit courses, students must demonstrate college readiness by achieving or exceeding minimum scores on Common Placement Exams, Alternative Placement Exams, or by approved High School Course work as provided under SBE Rule 6A-10.0315.
5. Eligible students may participate in the dual enrollment program by using Alternative Placement Methods upon approval from their high school counselor.
6. Students must meet or exceed the following Common Placement Test scores to demonstrate college readiness:

Common Placement Tests	Reading	English/Writing	Mathematics, QAS
PERT	106	103	114
ACT	19	17	19
SAT	24	25	24
NEXT GEN ACCUPLACER	256	253	261

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

Alternative Placement Tests	Reading	English/Writing	Mathematics
PSAT/NMSQT	24	25	24
PreACT®	22	18	22
(GED®) Test <small>*NA for the Dual Enrollment Program</small>	165		165
Test Assessing Secondary Completion (TASC™)	560	560 - 6 on essay	580
High School Equivalency Test (HiSET®)	15	15	15
ALEKS® PPL			30

8. Students who have an unweighted high school GPA of 3.0 and achieve a grade of “B” or better in any of the courses listed below from a Florida Public School shall have demonstrated readiness for college-level work.

High School Coursework	
English	Mathematics
English 4/English 4 Honors	Algebra 1/Algebra 1 Honors
English Language and English Literature	Algebra 2/Algebra 2 Honors
Advanced International Certificate of Education (AICE) high school English courses	Pre-Calculus
Advanced Placement (AP) high school English courses	Calculus
International Baccalaureate (IB) high school English courses	Geometry
	Probability and Statistics
	Math for College Algebra
	Math for College Statistics
	Math for College Liberal Arts
	Advanced International Certificate of Education (AICE) high school mathematics courses
	Advanced Placement (AP) high school mathematics courses

9. 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 School District 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.

10. Students must complete and submit the Dual Enrollment Program Agreement form (IRSC 508) with an approval from their high school guidance counselor and parent or guardian, if the student is under 18 years of age.
11. Students must receive an approval from their high school guidance counselor for registered courses.
12. Students will be limited to a maximum of 60 credit hours of dual enrollment.
13. Students who are scheduled to graduate from high school prior to the completion of the dual enrollment course, are not eligible to participate in the dual enrollment program.
14. Students must meet any additional eligibility criteria specified by the post-secondary institution in the Dual Enrollment Articulation Agreement
15. 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) that they are already enrolled in, but they may not be permitted to enroll in or register for the additional course(s).
16. Students may not be placed at an alternative school for behavioral or disciplinary reasons 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) that they are already enrolled in, but they may not be permitted to enroll in or register for the additional course(s).
17. Students who are placed in an alternative school setting, for reasons other than safety, behavioral or disciplinary-related issues, may be enrolled in dual enrollment classes if the District recommends such enrollment and provides IRSC with documentation that supports that recommendation.
18. IRSC and the TRUSTEES have the sole and absolute decision to permit or deny the enrollment of any student recommended pursuant to paragraph 16 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 DISTRICT to assist in making any such determination.

Course Lists and Credit:

1. Any college credit course comprising 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. Students should not enroll in courses that are less than three (3) credit hours or not on the Approved Dual Enrollment list. Such courses are not a part of the Dual Enrollment Program. This does not apply to one (1) credit hour lab courses that are required co-requisites to a DE approved three (3) credit hour course. Students who need less than three (3) credit hours to graduate with an Associate's degree should consult with their advisor for options to complete. Recommendations outside of the Dual Enrollment program must be approved by a campus IRSC Dual Enrollment Official.
3. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST.
4. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.
5. 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 School District.

6. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Those requirements should be checked with the Financial Aid Office.

Notice to Participate:

Students, parents, and school counselors will be notified by IRSC on the opportunities to participate in Dual Enrollment classes by:

1. Providing information sessions to be held at all IRSC campuses each academic year.
2. IRSC Representatives visiting each high school to provide enrollment support and information to the high school guidance counselors.
3. IRSC Representatives coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
4. Sending students and/or parents a letter informing them of the student options to participate in dual enrollment.
5. Hosting a middle and high school guidance counselor conclave annually to update and inform area counselors of dual enrollment opportunities for students as well as other opportunities at IRSC.
6. Working collaboratively with high school contacts to host dual enrollment information sessions on the high school campuses after school hours.

Students and parents will be notified by the School district on the opportunities to participate in Dual Enrollment classes by:

1. Holding annual dual enrollment sessions to learn about the eligibility and access opportunities.
2. Providing eligible students the options to participate in dual enrollment.
3. Having a dedicated dual enrollment page on the school district and high school websites.
4. Conduct DE assemblies with eligible students.
5. Advertising IRSC DE information sessions to students and parents.
6. Allowing on campus DE application help sessions with students.

Special Programs

1. **Early College Program:** The Early College Program will serve 11th and 12th grade students. Students participating in the Early College Program are required by Section 1007.273 to enter into a student performance contract, which must be signed by each participating student, the parent, a representative of the school district, and a representative of Indian River State College. The Early College processes are the same to that of Dual Enrollment with the following eligibility requirements.

Student Eligibility and Access:

- a. Students must be enrolled as a student in a Florida public or nonpublic secondary school.
- b. Students must be in 11th or 12th grade.
- c. Students must demonstrate college readiness on Common Placement Exams, Alternative Placement Exams, or by approved High School Course work as provided under SBE Rule 6A-10.0315

- d. Students must have a minimum of a 3.0 unweighted GPA.
- e. Students must be on track to graduate from high school.
- f. Students must successfully complete a minimum of 30 credit hours each academic year.
- g. Students must enroll in a minimum of 12 college credit hours per semester.
- h. Students who fall below the full-time status are no longer part of the Early College Program but may be eligible to continue to participate in the Dual Enrollment Program.

2. **Dual Enrollment Success Academy (DESA) Program:** The Dual Enrollment Success Academy Program is for 12th grade students who have met specific eligibility requirements and are seeking college credits prior to graduation. Specific program tracks and courses with a higher likelihood for success are made available for (DESA) students. The Dual Enrollment Success Academy Program processes are the same of that of Dual Enrollment with the following eligibility requirements.

Student Eligibility and Access:

- a. Students must be in 12th grade.
- b. Students must take an approved Common or Alternative Placement Test and scores must be submitted.
- c. Students may participate if they have a 3.0 unweighted GPA without the minimum placement scores.
- d. Students may participate with a minimum of a 2.5 unweighted GPA and has demonstrated college readiness via an approved Common or Alternative Placement Test in Reading.
- e. Students must be on track to graduate from high school.
- f. Students who fail or withdraw from a course will not be eligible to continue in the DESA program.
- g. No exceptions are allowed for this program.
- h. Students may participate in the following courses, not to exceed two courses within a semester and four courses in their senior year.

Course Number	Course Title	College Credits
SLS1101	Student Success	3
Business Track		
SLS1261	Essentials to Contemporary Leadership	3
GEB1011	Introduction to Business	3
MAN2021	Principles of Management	3
Digital Media Track		
DIG1115	Digital Imaging Fundamentals with Photoshop	3
DIG2030	Digital Video Fundamentals	3
GRA2160	Digital Animation I	3
AA Track		
HUM1020	Intro to Humanities	3
BSC1005	Life Science	3
SLS1261	Essentials to Contemporary Leadership	3

3. **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. The Employment Ready Dual Enrollment Program's processes are the same to that of Dual Enrollment with the following eligibility requirements.

Student Eligibility and Access:

- a. Students must be in 10th grade.
 - b. Students must demonstrate college readiness via a common or alternative placement exam or via high school coursework to participate in college related courses.
 - c. Students may participate with a minimum of a 2.5 unweighted GPA and has demonstrated college readiness on a Common or Alternative Placement Exam.
 - d. Students must be on track to graduate from high school.
 - e. Students may enroll in a maximum of 6 college credit hours per semester.
4. **Career Pathways Dual Enrollment** - Career Pathways Dual Enrollment is for High School Students in the 11th or 12th grade who are enrolled in a Career Academy and would like to accelerate towards a Post-Secondary credential. Students who have received Gold Standards Industry Certifications may receive additional course credits, during any semester that they are enrolled. Career Pathways credits may also be applied when the student completes the Career Academy program, graduates from high school and enrolls in a course at IRSC. The Career Pathways Dual Enrollment Program's processes are the same to that of Dual Enrollment with the following eligibility requirements.

Student Eligibility and Access:

- a. Students must be in the 11th or 12th grade.
- b. Students must be enrolled in an approved Florida Career Pathways program at a high school within the Martin County School District.
- c. Students must be on track to graduate from high school.
- d. Students must be on track to complete one or more Career Pathways programs.
- e. Students may participate with a minimum of a 2.5 unweighted GPA and has demonstrated college readiness on a Common or Alternative Placement Exam.
- f. Students may participate with a 3.0 GPA and has demonstrated college readiness via approved High School Course work as provided under SBE Rule 6A-10.0315

New Students:

1. New (first time) Associate in Arts degree-seeking students are required to complete SLS1101 – Student Success during their first semester of attendance. Students must have an unweighted high school GPA of 3.0 and must demonstrate college readiness by achieving or exceeding minimum scores on a Common or Alternative Placement Exam in Reading to participate in this course.
2. New (first time) Vocational or Clock hour dual enrollment students are not required to take SLS1101.
3. First-time dual enrollment students cannot participate in more than 2, three-credit courses during their first semester. One of the two courses must be SLS 1101.
4. First-time dual enrollment students are recommended to complete the Dual Enrollment New Student Orientation, which includes information on college policies, procedures, resources, expectations, and other essential items that help support student success.

Exceptions

1. In districts where exceptions are allowed, a School District Official must complete and submit the Dual Enrollment Exceptions Request form with supporting documentation for the request to a local IRSC Dual Enrollment Official.
2. School districts are not required to allow exceptions. Students should consult with their high school counselor for the school district's policies for exceptions.
3. Exceptions to the GPA requirement may be considered upon written documentation and approval from a School District Official and the college approved representative.
4. Exceptions are not allowed for Special Programs.
5. An Associate degree or certification is not guaranteed in the dual enrollment program, but exceptions to the 60-credit maximum rule may be considered at the request of the School District Official for students pursuing their Associate degree or certificate. Course(s) requested must be creditable toward high school completion and Associate degree or certificate.

Summer Enrollment:

1. Students will be eligible to enroll in a maximum of 12 credits over the Summer.
2. Students are eligible to enroll in a maximum of 6 credits in Summer Session A.
3. Students are eligible to enroll in a maximum of 6 credits in Summer Session B.
4. 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 High school counselors 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: <https://www.irsc.edu/programs/dual-enrollment-for-high-school-students.html>
3. IRSC Student Success and Advising staff will:
 - a. Make sure 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 to students regarding their progression in College courses and programs.
 - d. Provide the school district with the student's grades at the end of the term electronically through the DEAN system.
 - e. Provide Dual Enrollment students with IRSC academic support resources. Students are encouraged to utilize services such as Career & Transfer Services, Academic Support Centers (ASC), 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 some of 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 to an IRSC advisor during their first term of enrollment. They will meet with their advisor to customize a Guided Pathway/Academic plan based upon their academic and career goals. This plan will then be used by the student and the high school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
 - a. It is the student's responsibility to schedule a meeting with their assigned Advisor to complete their Guided Pathway/Academic Plan, within their first semester.
 - b. It is the student's responsibility to communicate any changes to their Guided Pathway/Academic Plan to their high school counselor.
2. Dual enrollment students will be able to access their Guided Pathways/Academic plan online via their MyPioneerPortal, where it can also be utilized to search for available classes each semester.
3. This plan will ensure that dual enrollment students remain "on-track" for a college degree. High school counselors are responsible for ensuring that all applicable high school graduation requirements are met with the exception of courses dropped without notification to the counselor.
4. Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their high school counselor and their assigned college advisor, based upon their Guided Pathway/Academic plan. Upon selection of the classes, they may register online.
5. IRSC provides high school counselors with online access to:
 - The student's Guided Pathway/Academic_plan
 - Transcript of grades
 - Student Academic Progress Report, test scores, and placement values
 - Academic planning comments
 - Student class schedule
 - Email links to the student's IRSC counselor/advisor
 - Electronic notification of student withdrawals and drops from IRSC Dual Enrollment classes.

Grades

1. Letter grades below 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 post-secondary 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 taken 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 school districts 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 BOARD 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. Unsuccessful attempts and withdrawals
 - a. Dual Enrollment students are expected to contact their instructor and/or high school counselor when facing challenges in a specific course that may lead to an unsuccessful attempt or withdrawal.
 - b. Students needing to attempt courses more than once will be required to meet with their IRSC assigned advisor prior to any re-enrollment.
 - c. Students who were unsuccessful in a course, cannot take additional dual enrollment classes until they have retaken and completed the course.
 - d. Students who withdraw from a course, cannot take additional dual enrollment classes until they have retaken and completed the course.
 - e. 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.
 - f. Repeated course attempts will be at the student’s own expense or they may opt to enroll during the summer when no tuition is charged to the school district.
 - g. 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 county IRSC Dual Enrollment Official by a High School District 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 of Student Affairs 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 Student Standards of Conduct—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 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.
 - l. 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.

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 and by the Southern Association of Colleges and Schools Commission on College's Principles of Accreditation.
2. In all cases, faculty must meet IRSC faculty credentialing criteria based on SACSCOC Guidelines. These IRSC criteria apply to all faculty teaching post-secondary courses regardless of the physical location of the course being taught.
 - a. IRSC at the request of high school principal/designee will work together to identify teachers for dual enrollment courses.
 - b. The adjunct faculty certification process must be completed by August 1st to be eligible to teach for the Fall Semester and by November 1st to be eligible for the Spring Semester.
 - c. Each prospective teacher must complete the steps of the adjunct faculty certification process. High School site dual enrollment instructors must contact IRSC instructional dean/designee to inquire about additional training sessions required for specific disciplines.
 - d. Additional training is required for SLS1101 instructors.
3. Indian River State College, as the post-secondary institution awarding credit, shall

ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the TRUSTEES.

4. If the parties agree to utilize instructors employed by the BOARD, those instructors shall meet the same IRSC certification qualifications as other instructors employed by the TRUSTEES.
5. IRSC and the School District shall collaborate to ensure full compliance with all IRSC faculty certification procedures and SACSCOC Principles of Accreditation.
6. The President or designee, for the TRUSTEES, shall assign the instructors for all classes offered in accordance with this agreement.
7. A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
8. IRSC and secondary schools shall collaborate to ensure full compliance with SACSCOC standards regarding the number of college credit courses, which may be offered on a high school site prior to seeking Substantive Change approval.
9. IRSC instructional deans/designee must be granted unrestricted unannounced access to high school dual enrollment classes to observe the quality of instruction.
10. IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.
11. 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.
12. All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.

High School Site Course Offerings

1. Service region public schools may be approved to offer up to four (4) dual enrollment courses at high school site within an academic year.
2. To request a course to be offered on an approved site, a school designee must complete and submit the Dual Enrollment High School Course Request Form to the Office of Career Pathways and Partnerships Agreements. The request will be forwarded to the appropriate Instructional Dean and will collaborate with the school designee to add the course.
3. In general, high schools will not be approved for more than 14 credit hours. Specific courses that may be offered at a site are those that were approved within the 2021-2022 academic year. Any changes require administrative approval in advance by the Office of Career Pathways and Partnership Agreements and the Chief Academic Officer.
4. Each additional course must be approved by the Office of Career Pathways and Partnership Agreements to ensure that sites do not exceed course and section limits, per SACSCOC requirements.
5. The deadline for Fall semester course requests shall be the April 1st before that semester and the deadline for Spring semester course requests shall be the September 1st before that semester. Requests must be submitted prior to the College's scheduled deadlines.
6. Courses taught on an IRSC approved secondary school campus, by one of the high school's regular teachers who have been interviewed by, certified by, and approved by Indian River State College are not subject to tuition charges. Because the

instructor would be a certified IRSC adjunct faculty member, he/she must adhere to the College's rules, regulations, policies, and practices in the same manner as any other IRSC adjunct faculty member. This includes attending an annual meeting, using the departmentally selected learning resources, curriculum, learning outcomes assessments, Learning Management Systems (LMS) and all other requirements as specified by the College.

7. Classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.
8. Classes held at the high school site will be offered in accordance to Indian River State College's academic calendar and will start and end within the academic period.
9. Secondary schools that do not have a signed dual enrollment agreement with Indian River State College cannot offer a dual enrollment course(s)/labs. Students enrolled in such classes/labs will not receive credit from IRSC.

Responsibilities:

1. Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
2. A school district may not deny a student access to dual enrollment unless the student is ineligible to participate in the program subject to provisions specifically outlined in this Agreement.
3. Students and/or the BOARD are responsible for transportation to and from dual enrollment classes.
4. The President or designee, for the TRUSTEES, shall have the responsibility for the selection of textbook and courses materials in accordance with this Agreement.
5. The BOARD is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee, for the TRUSTEES, and the Superintendent or designee, for the BOARD, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
6. All textbooks and reusable course materials become the property of the BOARD at the end of the course and must be returned to the school district by the student using the course materials. Materials not returned in a timely manner may result in a student fine and delay of receiving new semester materials.
7. The BOARD shall be responsible for payment of instructors employed by the BOARD for courses offered in accordance with this agreement.
8. The TRUSTEES shall issue payment for instructional time rendered by an instructor employed by the TRUSTEES and in accordance with the current AAUP contract.
9. Insurance fees will be paid by the student unless the BOARD provides appropriate insurance for coverage.
10. Class size, locations and time of course offerings will be approved by the President or designee, for the TRUSTEES.
11. 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.
12. School District advisors/counselors and IRSC advisors/counselors will work collaboratively to ensure students' dual enrollment registration eligibility.
13. Students and parents shall sign an acknowledgment of the following college course-

level expectations:

- a. Students must register for courses by the deadline established by the school district. Registration deadlines established by the school district, however, cannot exceed the last date of registration allowed by IRSC. School districts without established deadlines shall use IRSC's established deadlines.
 - b. 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.
 - c. Courses will be selected to meet degree/certificate requirements in order to minimize student, school district, college and state costs for excess hours.
 - d. 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.
 - e. Dual Enrollment Students must maintain their ongoing eligibility requirements, which include those requirements stated hereinabove at paragraph Eligibility and Access, subparagraphs 1, 2, 3, 10, 12, 14, 15, and 16.
 - f. 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.
14. School districts must notify IRSC's Vice President of Student Affairs 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.
15. School districts must notify Director of Career Pathways and Partnership Agreements if one of their participating dual enrollment students has been expelled from his/her secondary school.
16. IRSC must notify the appropriate school district if a dual enrollment student is expelled from IRSC.

Financial Arrangements – Tuition and Cost Sharing:

1. As required by the Florida Legislature, the BOARD shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus. For 2022 - 2024, the standard college credit tuition rate at a Florida College System institution (F.S. 1009.23) is \$71.98 per credit hour or \$2.33 per vocational clock hour. Online dual enrollment courses which originate at an IRSC campus and are taught by IRSC faculty are subject to this provision. Indian River State College will invoice the school district for dual enrollment courses taken by high school students on IRSC campuses. The College will invoice for the total number of credits taken by high school students during the Fall and Spring Semesters. There will be no billing for dual enrollment courses conducted during the Summer Semesters.

The College's invoice for dual enrollment will itemize the following information:

- a. Student's name;
 - b. Prefix and title of dual enrollment course;
 - c. High School Name;
 - d. Number of credits;
 - e. Total number of credits for all students, and;
 - f. Total amount due.
2. When dual enrollment instruction is provided on the high school site by an Indian River State College faculty member, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college to provide the instruction. On-line dual enrollment courses which are taught by an Indian River State College faculty member are subject to this provision.
 3. When a dual enrollment course is held on the high school campus and instruction is provided by school district faculty, the School Board of Martin County is only responsible for the College's actual costs associated with offering the program. Indian River State College and the School Board of Martin County agree to share in these other actual costs; therefore, no charges will be assessed. On-line dual enrollment courses which are taught by school district faculty approved by IRSC to teach the course are subject to this provision.
 4. The College will invoice the school district twice, on October 17th, 2022 and on February 13th, 2023, on during the 2022-2023 school year. The invoice is payable 30 days from the date of the invoice.
 5. Payments by check are the preferred method of payment. For payments made via credit card, a surcharge of 2.6% of the total amount due will be added.

Maintenance and Public Access to Records

In compliance with F.S. 119.0701, the Agency shall:

- a. Keep and maintain public records that would ordinarily and necessarily be required by the Martin County School Board in order to perform the services provided by the Agency. Any documents created by the Agency related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agency does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Agency or keep and maintain public records required by the Board to perform the service. If the Agency transfers all public records to the Board upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

If the Agency does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both. Failure of Agency to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Agency to compel production of public records where the Agency has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Agency as authorized by 119.0701, Fla. Stat.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL DISTRICT OF MARTIN COUNTY AT PublicRecords@martinschools.org, MARTIN COUNTY SCHOOL DISTRICT, Instructional Center, 1939 SE Federal Highway.

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. New courses will be added to the *DUAL ENROLLMENT EQUIVALENCY LIST* once approved by the DOE.

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.

The BOARD and TRUSTEES acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The BOARD and TRUSTEES agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The parties agree that the Circuit

Court for the 19th Judicial Circuit, Martin County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes arising out of, relating to or otherwise under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court and the State of Florida acknowledges that the Court has jurisdiction over this Agreement and the parties hereto, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement. The parties waive the right to raise any forum non conveniens arguments and agree that the bringing of suit in any other forum, court or tribunal that is not the Court is improper.

In the unlikely event of any local natural disaster or pandemic, which may disrupt program services and or access to these services, the post-secondary institution 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 not 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, sex, 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:

THE DISTRICT BOARD OF TRUSTEES
Indian River State College

SCHOOL BOARD OF
Martin County

Anthony D. George Jr., Chair

Christia Li Roberts, Chair

Date: _____

Date: _____

Attest: _____
Timothy Moore, Ph.D., President

Attest: _____
Dr. John Millay, Superintendent