Dual Enrollment Agreement
Between

Creative Learning Lab Academy
and
Indian River State College
District Board of Trustees

July 1, 2025 through June 30, 2027

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ARTICLE 1

Introduction

This Articulation Agreement is entered into by and between The District Board of Trustees for Indian River State College, Florida, hereinafter referred to as the TRUSTEES, and Creative Learning Lab Academy hereinafter referred to as the Private School, pursuant to Section(s) 1007.271 and 1007.273, Florida Statutes, which require state colleges and school districts to develop comprehensive Dual Enrollment Articulation agreements and an Early College program. The Parties hereto have made the following determinations:

A. The term of this Agreement shall commence on July 1, 2025, or as of the last date executed by either party below, whichever is later, and end on June 30, 2027, unless otherwise terminated earlier as hereinafter provided.

B. Pursuant to section 1007.271(21), an articulation committee consisting of committee members appointed by the Private School or designee and committee members appointed by the President of Indian River State College (IRSC) or designee shall conduct annual meetings for the purpose of developing and reviewing 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 State Board of Education (SBE) Fla. Admin. Code 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 adopt this Agreement as provided in Section 1007.271(21), F.S., and SBE Rule 6A-14.064, to provide for:
   1. College Credit Dual Enrollment
   2. Vocational Credit Dual Enrollment

F. This Agreement replaces any existing agreement between the Trustees and Private School regarding College Credit and Vocational Credit Dual Enrollment existing as of the start of the term set forth above.

ARTICLE 2

Program Description

In accordance with Section 1007.271(21), F.S., Section 1007.273, F.S., and 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 Private 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 this 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 Indian River State College Dual Enrollment Course list website link https://www.IRSC.edu/programs/dual-enrollment-for-high-school-students.html. The Private School recognizes that Indian River State College is not obligated to offer any course on the FLDOE Dual Enrollment Equivalency list, but that this list is used to determine eligible courses.

ARTICLE 3

Student Records

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seq., 34 CFR Part 99, and Florida Statutes §§ 1002.22-1002.225 protect the privacy of students' education records. Each party agrees to comply with FERPA and §§ 1002.22-1002.225, FS. Each of the parties may be considered a school official of the other party under this Agreement for the purpose of performing the duties and responsibilities of each party under the Agreement. The parties may provide personally identifiable student records to each other in the performance of this Agreement.

To preserve the safety of the learning environment for all students, each party commits to disclose to the other to the fullest extent permitted under law any potential or current dual enrollment student behavioral or safety concerns (including, but not limited to, threatened or actual safety threats and pending or ongoing safety matters).

The school may also provide 9th-12th grade directory information to IRSC for the purpose of providing dual enrollment marketing information to prospective or current dual enrollment students.

ARTICLE 4

Eligibility and Access

A. Students must be enrolled as a student in a Florida public secondary school or nonpublic secondary school (grades 6-12), or in a home education program.

B. Students must have a 3.0 unweighted high school grade point average (GPA) based on four high school credits, to enroll in college credit courses, or a 2.0 high school unweighted GPA based on four high school credits to enroll in career and technical education clock hour dual enrollment courses. Students must maintain a minimum cumulative college GPA of 2.0 for continued enrollment in the dual enrollment program.

    1. IRSC and the school districts in our geographical region have agreed to use four high school credits to establish the minimum GPA requirement. This requirement provides a strong academic standard that leads to a higher probability of success for participating in dual enrollment. This standard is in line with our commitment to student success.

    2. Indian River State College and the school districts in our geographical region have agreed to recommend a limit to six (6) credits to provide students an ease of transition to the dual enrollment program.

    3. SLS1101 is not a required course for the associate in arts (A.A.) degree. However, this course is still recommended by the school district as the first course for any dual enrollment student. It will count as an elective course toward the AA and provides a strong foundation for future success in college-level courses.

C. Students must demonstrate college readiness to pursue Dual Enrollment. Students must meet or exceed the common placement test scores, or the alternative placement measures approved in Florida Rule 6A-10.0315 to demonstrate college readiness. For most accurate placement scores for eligibility: https://irsc.edu/programs/dual-enrollment-for-high-school-students.html

1. It is in the best interest of the students to take all three sections (reading, writing, and math) of a placement exam.
2. Computation (math) to take math courses
3. Communication (reading & writing) to take non math courses
4. If a student achieves college readiness in only one area of Communication (reading or writing), they have not fully demonstrated college readiness and therefore are not eligible to take non-math college-level courses which includes SLS1101.

D. Eligible students may participate in the dual enrollment program by using alternative placement methods upon approval from their school counselor.
    1. Students from a Florida public school who have demonstrated college level readiness through high school courses with an unweighted high school GPA of 3.0 and achieve a grade of "B" or better in any of the courses https://irsc.edu/programs/dual-enrollment-for-high-school-students.html

E. Students must complete and submit the IRSC Dual Enrollment Program Agreement form (508) with approval from their parent or guardian if the student is under 18 years of age.

F. Students must receive approval from their school counselor for registered courses.

G. Students will be eligible for a maximum of 60 credit hours of dual enrollment.

H. Students who are scheduled to graduate from high school prior to the completion of a dual enrollment course are not eligible to participate in the dual enrollment program.

I. Students who have met high school graduation requirements or all requirements for an associate degree are no longer eligible to participate in the dual enrollment program.

J. IRSC and the Trustees have the sole and absolute discretion to permit or deny the enrollment of any student.

ARTICLE 5

Determining Exceptions to the Required GPA

Per Section 1007.271, Florida Statutes, student eligibility requirements for continued enrollment in college credit dual enrollment courses must include a 3.0 unweighted high school grade point average and career dual enrollment must include a 2.0 unweighted high school grade point average. Exceptions to the required grade point averages may be granted on an individual student basis if the student submits an exception form for reinstatement that includes a

performance improvement plan. Trustee and Private School representatives will review the petition and approve or disapprove of continued eligibility of the student.

ARTICLE 6

Course Lists and Credit

A. 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.

B. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST found on fldoe.org

C. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

ARTICLE 7

Notice to Participate

A. IRSC will notify students, parents, and school counselors of the opportunities to participate in dual enrollment by:
    1. Providing information sessions each academic year.
    2. Visiting each high school to provide information and support to school counselors.
    3. 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's options to participate in dual enrollment.
    5. Hosting a middle and high school counselor annual event 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.

B. The school district will notify students, parents, and school counselors of the opportunities to participate in dual enrollment by:
    1. Holding annual dual enrollment sessions to learn about eligibility and access opportunities.

2. Providing eligible students with the option to participate in dual enrollment.
3. Having a dedicated dual enrollment page on the school district and high school websites.
4. Conduct grade-level classroom visits with school counselors.
5. Advertising IRSC dual enrollment information sessions to students and parents.
6. Allowing on-campus dual enrollment application help sessions with students.

ARTICLE 8

Special Programs

A. **Early College Program**: The Early College Program will serve students in 11th and 12th grade. Students participating in the Early College Program are required by Section 1007.273 to enter a student performance contract, which must be signed by each participating student, the parent or guardian, and a representative of the school district. Early College enrollment processes are the same as those for the Dual Enrollment Program, with the following eligibility requirements.

Student Eligibility and Access:

1. Students must be enrolled as a student in a Florida public or nonpublic secondary school.
2. Students must be in 11th or 12th grade.
3. Students must demonstrate college readiness on Common Placement Tests, Alternative Placement Tests, or by approved High School coursework as provided under SBE Rule 6A-10.0315.
4. Students must have a minimum of a 3.0 unweighted GPA.
5. Students must be on track to graduate from high school.
6. Students must successfully complete a minimum of 30 credit hours each academic year.
7. Students must enroll in a minimum of 12 college credit hours per semester.
8. 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.

B. **Career Pathways Dual Enrollment** – Career Pathways 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 in. Career Pathways articulated credits may also be applied when the student completes the Career Academy program, graduates from high school and enrolls in a course or program at IRSC. Career Pathways Dual Enrollment processes are the same as those for Dual Enrollment with the following eligibility requirements.

Student Eligibility and Access:

1. Students must be in the 11th or 12th grade.
2. Students must be enrolled in an approved Florida Career Pathways program at a high school within the School District.
3. Students must be on track to graduate from high school.
4. Students must be on track to complete one or more Career Pathways programs.
5. Students may participate with a high school 3.0. GPA and have demonstrated college readiness on a Common or Alternative Placement Test.

ARTICLE 9
Student Support

A. IRSC staff members and school counselors will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses.
B. School counselors are responsible for assisting the student in identifying college courses that also meet high school graduation requirements.

C. IRSC Student Success and Advising staff will:
    1. Ensure dual enrollment students are properly identified as such in the IRSC registration system.
    2. Ensure that an individualized academic plan is developed and implemented for each dual enrollment student.
    3. Provide ongoing advisement to students regarding their progression in college courses and programs.
    4. Provide the school district with students' grades at the end of the term.
    5. Academic support resources: Students are encouraged to utilize services such as Career Services, Tutoring Centers, and Libraries.

ARTICLE 10

Students with Disabilities

A. Indian River State College provides reasonable accommodations to students with documented disabilities through the **Office of Student Accessibility Services**. A student approved high school 504/IEP does not follow the student to college. Accommodations in college are covered under the Americans with Disability Act Section 504 (Subpart E), which applies to postsecondary education programs to ensure that students with disabilities have access to accommodations. ADA places the onus of receiving accommodations on the student. Students must self-identify or disclose their disability to the college's Office of Student Accessibility Services,

complete the application, and provide the necessary documentation to receive services. This process must be completed prior to the start of any dual-enrollment course for specific information regarding this process, please refer to the following website: https://irsc.edu/student-resources/student-accessibility-services.html

B. For students with disabilities, a postsecondary institution eligible to participate in dual enrollment pursuant to s. 1011.62 (1)(i) shall include in its dual enrollment articulation agreement, services and resources that are available to students with disabilities who register in a dual enrollment course at the eligible institution and provide information regarding such services and resources to the Florida Center for Students with Unique Abilities. The Department of Education shall provide to the center the Internet website link to dual enrollment articulation agreements specific to students with disabilities. The center shall include in the information that it is responsible for disseminating to students with disabilities and their parents pursuant to s. 1004.6495, dual enrollment articulation agreements and opportunities for meaningful campus experience through dual enrollment.

C. Students must self-identify or disclose their disability to the college's Student Accessibility Services, complete the application, and provide the necessary documentation to receive services.

ARTICLE 11

Advising Services

A. Dual enrollment students will be assigned to an IRSC academic advisor during their first term of enrollment. They will meet with their assigned academic advisor to customize an academic plan in their first semester, based on their academic and career goals. This plan will then be used by the student and the school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.

    1. Students are responsible for scheduling a meeting with their assigned academic advisor to complete their academic plan within their first semester.
    2. Students are responsible for communicating any changes to their academic plan to their school counselor.

B. Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their school counselor and their assigned college academic advisor, based upon their academic plan. Upon selection of the classes, they may register online for courses approved by their school counselor.

C. IRSC provides school counselors with online access to student records.

ARTICLE 12

Grades

A. 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.

B. All grades are calculated into a student's GPA and will appear on his/her college and high school transcripts.

C. 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.

D. 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.

    1. 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 is posted.
    2. An "I" must be reconciled before future dual enrollment eligibility is determined.
    3. 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.

E. 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."

F. 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.

G. 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.

H. Grades awarded by IRSC are not subject to change by the Private 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.

ARTICLE 13

Second Attempts

A. Unsuccessful attempts and withdrawals

    a. Dual Enrollment students are expected to contact their instructor and/or school counselor when facing challenges in a specific course that may lead to an unsuccessful attempt or withdrawal.

B. Students who were unsuccessful in a course or withdrew cannot take additional dual enrollment classes until they have retaken and successfully completed that course. Permission to repeat the course must come from the student's school district or guidance counselor and be approved by Indian River State College. This option is only available if allowed by the student's school district/school. The student will be responsible for all costs and fees associated with this repeat, regardless of the semester.

ARTICLE 14

Student Standards and Administration of Discipline and Safety Matters

Students are required to be knowledgeable of and follow the Student Standards of Conduct and Administration of Student Discipline Procedures listed in the Indian River State College Student Handbook. Students are also required to be knowledgeable of and follow the Code of Conduct policies of their school district. Beyond the standards of the College and the school district, the student is also obligated to abide by state and federal law. Violation of any of the foregoing is a basis for the College to deny the opportunity to dual enroll or continue to dual enroll at the College, consistent with this Agreement and its policies and procedures. Each party reserves the right to adopt the findings and consequences adopted by the other party in any disciplinary or safety matter without duplicating processes.

Dual enrollment students must have good attendance and discipline records at their home high school to participate in the dual enrollment program. The Board will ensure dual enrollment students are notified that if they violate any items in their high school's code of conduct, the College reserves the right to deny that student participation in dual enrollment. Without being exhaustive, a few examples of the application of this section include:

1. When a dual enrollment student is placed on out-of-school suspension by their high school, the student will not be permitted to attend dual enrollment classes at the College's physical locations for the dates indicated in the suspension.

2. If a dual enrollment student has committed or has threatened to commit an act that constitutes a serious threat to any secondary or postsecondary school or student safety (for example, but not limited to, aggravated battery; homicide; armed robbery; possession, use, or sale of any explosive; arson device; battery or aggravated; possession, use, or sale of narcotic or other controlled substance; possession, use, or sale of any firearm; battery on a teacher or other school personnel; sexual battery; victimization; false alarms, including but not limited to, pulling fire alarms) which results in a recommendation for suspension, expulsion, or placement in an alternative setting, by the high school, the School will notify the College and the student will immediately lose all privileges to participate in the dual enrollment program.
    a. If the Board notifies the College of a safety threat that the high school has not made a recommendation on at that time, the College reserves the right to not permit the student to attend dual enrollment classes at the College's physical locations until such a time as the safety threat has been satisfactorily resolved.
3. A dual enrollment student suspended from their high school will be subject to any penalties noted in the syllabi of or any other consequences related to the College course(s) in which the student is registered.
4. A dual enrollment student expelled from their high school will be administratively withdrawn.
5. Schools must notify the College's Dual Enrollment office 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 suspended or expelled from his/her secondary school. Students who have been identified as a potential threat to the safety of others may not be permitted to participate or continue in dual enrollment course(s) previously described. An email should be sent to StudentAlert@irsc.edu with the name and identification number of the student who poses a threat.

No further due process is required under the College's Student Standards of Conduct and Administration of Student Discipline Procedures in any situation that falls under this section.

ARTICLE 15

Instructional Quality and Evaluation

A. The Trustees shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment.

B. 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.

    1. At the request of the high school principal/designee, IRSC will work with the

school to identify teachers for dual enrollment courses, taught on the high school site. However, IRSC does not guarantee the successful placement of teachers for high school.

2. The contingent worker process must be completed by April 1st for the faculty member to be eligible for the Fall Semester and by November 1st to be eligible for the Spring Semester.
3. 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.

C. 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.

D. If the parties agree to utilize instructors employed by the Private School, those instructors shall meet the same IRSC certification qualifications as other instructors employed by the Trustees.

E. IRSC and the School District shall collaborate to ensure full compliance.

F. The President or designee, for the Trustees, shall assign the instructors for all classes offered in accordance with this agreement.

G. A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.

H. IRSC and secondary schools shall collaborate to ensure full compliance with accreditation standards regarding the number of college credit courses that may be offered on a high school site.

I. IRSC instructional deans/designees must be granted unrestricted, unannounced access to high school dual enrollment classes to observe the quality of instruction.

J. IRSC shall provide all instructors teaching dual enrollment courses with approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.

K. 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.

L. All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.

ARTICLE 16

High School Site Course Offerings

A. Service region public schools may be approved to offer up to four (4) dual enrollment courses at high school sites within an academic year. Each approved course will be assigned to the high school location for a period of 4 years from the date that the course was originally approved. In unique circumstances, the four-year provision could be waived by mutual agreement of both the district and college officials.

B. 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 Indian River State College. The request will be forwarded to the appropriate Instructional Dean for review.

C. All courses currently offered at a site have been previously approved by IRSC's Chief Academic Officer. Any changes to those courses or additions require administrative approval by the College's SACSCOC accreditation liaison and the Chief Academic Officer.

D. Each additional course must be approved to ensure that sites do not exceed course and section limits.

E. The deadline for Fall semester course requests shall be April 1st before that semester, and the deadline for Spring semester course requests shall be September 1st before that semester.

F. 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.

G. 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.

H. Classes held at the high school sites will be offered in accordance with Indian River State College's academic calendar and will start and end within the academic period.

I. Secondary schools that do not have a signed dual enrollment agreement with Indian River State College cannot offer a dual enrollment course(s)/lab. Students enrolled in such classes/labs will not receive credit from IRSC.

ARTICLE 17

Responsibilities

A. Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.

B. 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.

C. Students and/or the Private School are responsible for transportation to and from dual enrollment classes.

D. The President or designee, for the Trustees, shall have the responsibility for the selection of textbooks and course materials in accordance with this Agreement.

E. The Private School 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 Private School, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.

F. The Private School shall be responsible for the payment of instructors employed by the Private School for courses offered in accordance with this agreement.

G. The Trustees shall issue payment for instructional time rendered by an instructor employed by the Trustees and in accordance with the current AAUP contract.

H. Insurance fees will be paid by the student unless the Private School provides appropriate insurance coverage.

I. Class size, locations and time of course offerings will be approved by the President or designee, for the Trustees.

J. 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.

K. School District counselors and IRSC academic advisors will work collaboratively to ensure students' dual enrollment registration eligibility.

L. Students and parents shall sign an acknowledgment of the following college course-level expectations:
    1. 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.

2. 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.
3. Courses will be selected to meet degree/certificate requirements in order to minimize student, school district, college, and state costs for excess hours.
4. 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.
5. It is the responsibility of the student and parent to ensure that any documented disabilities are properly reported to Indian River State College. High school accommodations do not automatically transfer to college. To receive accommodations for a Dual Enrollment course, the student must apply through Student Accessibility Services and submit appropriate documentation. Parents and students should contact the student's Academic Advisor for the application process and additional information.
6. 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.

M. IRSC must notify the appropriate school district if a dual enrollment student is expelled from IRSC.

ARTICLE 18

Financial Arrangements

A. Indian River State College will submit for tuition and instructional material reimbursement to the FL Office of Student Financial Assistance, via FLDOE. If any changes occur the College will contact the private school.

B. 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. Online dual enrollment courses, which are taught by an Indian River State College faculty member, are subject to this provision.

C. When a dual enrollment course is held on the high school campus and instruction is provided by the school district faculty, the Private School is only responsible for the College's actual costs associated with offering the program. Indian River State College and the Private School agree to share in these other actual costs; therefore, no charges will be assessed. Online dual enrollment courses, which are taught by school district faculty approved by IRSC to teach the course, are subject to this provision.

ARTICLE 19
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.

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

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.

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 party. Notwithstanding anything stated in this Agreement to the contrary, this Agreement and all provisions contained herein shall be subject to and governed by Section 768.28, Florida Statutes, as amended.

Each Party agrees to be responsible for the conduct of its own officers and employees as it relates to all liabilities, damages, losses, costs or other obligations including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional acts thereof to the extent that doing so does not waive their respective rights to sovereign immunity as provided under Chapter 768, Florida Statutes. Consistent with Section 768.28(19), Florida Statutes, nothing herein shall require either party to indemnify the other for negligence or to assume liability for either party's negligence.

Each Party maintains its own program of self-insurance which provides for limits of $200,000.00 per person, $300,000.00 per occurrence, under Section 768.28, Florida Statutes. Each

party agrees to secure insurance coverage for its own buildings and contents. Each party agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

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, 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

Chair: _____

Attest: _____

Date: _____

Creative Learning Lab Academy

Chair: _____

Attest: _____

Date: _____