

**Dual Enrollment Agreement
Between**

**The Personalized Education Program
and
Indian River State College
District Board of Trustees**

July 1, 2025 through June 30, 2027

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ARTICLE 1

Introduction

Whereas Section (s) 1007.271 (21), **Florida Statutes**, requires state colleges and Home Schools to develop comprehensive Dual Enrollment articulation agreements, **Indian River State College** (IRSC), and **The Personalized Education Program** 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. 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.
- C. 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 for qualified students from the Homeschool enhance learning opportunities and are required to be made available for those students.
- D. 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

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 the PEP, 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 Homeschool 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 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. 1232g. Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C. 1232g, including but not limited to provisions related to confidentiality, access, consent, the length of retention, and security of student records.

ARTICLE 4

Eligibility and Access

- A. Students must be enrolled as a student in a (grades 6-12), or in a Personalized Education Program.
- B. PEP students are not required to meet the minimum grade point average (GPA) requirement if the student has met the common placement test scores required for participation in dual enrollment.
- C. PEP students must maintain a minimum cumulative college GPA of 2.0 for continued enrollment in the dual enrollment program
- D. Indian River State College and the PEP 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.
- E. 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.
 - i. 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.
- F. 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>
- G. 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 Homeschool 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.
- H. Students must complete course registration forms (IRSC 68) with all appropriate signatures during the admissions process.
- I. Students must complete Dual Enrollment Program Agreement form (IRSC 508) with all appropriate signatures for each semester.
- J. Students will be eligible for a maximum of 60 credit hours of dual enrollment.
- K. Students must have an anticipated high school graduation date that is no more than seven years in the future for 6th graders, no more than four years in the future for a freshman in high school, and reduced by one year for every grade thereafter.
- L. Students who are 21 years of age or older may not participate in the dual enrollment program.
- M. Students who are scheduled to graduate from high school prior to the completion of a dual enrollment course, are not eligible to participate the dual enrollment program

ARTICLE 5

Notice to Participate

- A. Indian River State will notify students, parents, and school counselors of the opportunities to participate in dual enrollment by:
 - 1. Providing information sessions each academic year.
 - 2. Coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
 - 3. Sending students and/or parents a letter informing them of the student's options to participate in dual enrollment.

ARTICLE 6

Student Support

- A. College staff members and homeschool administrators will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses.
- B. IRSC Student Success and Advising staff will:
 - 1. Ensure dual enrollment students are properly identified as such in the College's 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. Academic support resources: Students are encouraged to utilize services such as Career Services, Tutoring Centers, and Libraries.

ARTICLE 7

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 8

Advising Services

- A. Dual enrollment students will be assigned to an Indian River State College 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 Homeschool administrator 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 Homeschool administrator

ARTICLE 9

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. 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.
- F. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at Indian River State College 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.

- G. 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.

ARTICLE 10

Second Attempts

A. Unsuccessful attempts and withdrawals

1. 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.
2. 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 PEP 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 11

Student Standards and Administration of Discipline

Students are required to follow the Student Standards of Conduct and Administration of Student Discipline Procedures listed in the Indian River State College Student Handbook.

- A. PEP administration 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. 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. An email should be sent to StudentAlert@irsc.edu with the name and identification number of the student who poses a threat.
- B. Indian River State College must notify the PEP if a dual enrollment student is expelled from the College
 - 2) The PEP must disclose any student behavioral or safety concerns. The College and the Trustees have the sole and absolute discretion to permit or deny the

enrollment of any student.

- 3) IRSC and the Trustees have the sole and absolute decision to permit or deny the enrollment of any student.
- 4) IRSC works cooperatively with school districts, local law enforcement, and the FLDOE Office of Safe Schools to ensure the safety of IRSC students. If the College receives information that a dual enrollment student is, has been, or intends to constitute a threat to the safety of the College community, IRSC reserves the right to take all lawful action to determine the nature of the threat and respond appropriately, up to and including removing a dual enrollment student's eligibility to dual enroll at the College.

ARTICLE 12

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 Indian River State College faculty credentialing criteria. These College criteria apply to all faculty teaching post-secondary courses regardless of the physical location of the course being taught.
- 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. The President or designee, for the Trustees, shall assign the instructors for all classes offered in accordance with this agreement.
- E. A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.

ARTICLE 13

Responsibilities

1. PEP students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, laboratory fees, and instructional course materials.

2. Students and PEP officials are responsible for reviewing the annual updates in the dual enrollment program on the IRSC dual enrollment webpage. These updates will be made available during the Fall semester of each academic year.
3. Insurance fees will be paid by the student unless the Homeschool provides appropriate insurance for coverage.
4. Students and/or The PEP are responsible for transportation to and from dual enrollment classes.
5. The President or designee for IRSC shall have the responsibility for selection of textbook and course materials in accordance with this Agreement.
6. The President or designee for IRSC shall establish procedures and conditions for the acquisition and return of instructional materials.
7. All textbooks and reusable course materials remain the property of the College at the end of the course and must be returned to the College by the student using the course materials. Failure to return course materials upon conclusion of the semester will generate an amount due from the student to the College and will block future registration.
8. Class size, locations and time of course offerings will be approved by the President or designee of IRSC.
9. Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
10. Students and parents shall both sign and agree to the terms set forth in this agreement.
11. Students must register for courses by the deadline established by Indian River State College
12. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity. Parents should review the course syllabus before enrolling their student to determine if the content is age appropriate.
14. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.
15. Students are expected to comply with all Indian River State College and PEP rules, regulations, policies, codes, and codes of conduct while dual enrolled.

ARTICLE 14

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.

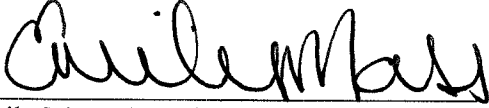
Specifically, nothing contained herein shall be deemed a waiver of Sovereign Immunity or any statutory limitation on liability by the College. Nor shall any provision of this Agreement be deemed to require either party to indemnify or hold harmless the other party. Notwithstanding anything stated in 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 its own conduct, including 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.

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:



Emily Mass, Associate Vice President for
Recruitment & Admissions
Indian River State College

Student Name (Print)

Student Signature

Anticipated graduation year

County of residence

Parent/Guardian Name (Print)

Parent/Guardian Signature

Date: _____