Interinstitutional Dual Enrollment Articulation Agreement
Between the University of South Florida St. Petersburg College of Education and Pinellas County Schools

THIS AGREEMENT is made and entered into on this 29 day of April, 2019 (the "Effective Date") by and between The University of South Florida Board of Trustees, a public body corporate for its USFSP College of Education ("USFSP"), located in St. Petersburg, Florida, and Pinellas County Schools ("PCS"), a public body corporate located in Largo, Florida, on behalf of Boca Ciega High School ("BCHS") located in Gulfport, Florida.

WHEREAS, Section 1007.271, Florida Statutes, governs Articulation Agreements on Dual Enrollment programs between post-secondary and K-12 schools; and

WHEREAS, USFSP and PCS, for BCHS, desire to enter into a Dual Enrollment Agreement to create opportunities for high school students from BCHS to pursue high school and college level instruction in order to encourage students to matriculate into the College of Education at USFSP;

NOW THEREFORE, the parties hereby agree to the terms and conditions set forth.

I. GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

A. Dual Enrollment is a program in which eligible secondary students are permitted to enroll in a postsecondary institution on a part-time (Dual Enrollment; 11 credits or less) basis in courses that are creditable toward the high school diploma and the baccalaureate degree.

B. Dual enrollment college level courses are intended to simultaneously fulfill the high school curriculum requirements, meet college/university general education/liberal arts requirements, and satisfy prerequisites for a major or count as elective credit.

C. Courses will be open to Dual Enrollment participants on a space-available basis. USF reserves the right to make this determination within its sole discretion.

D. Dual Enrollment courses and high school credit earned are designated by the Department of Education's common course numbering system and the State Articulation Coordinating Committee as published in the Dual Enrollment Course High School Subject Area Equivalency List. All high schools shall accept the postsecondary courses toward meeting requirements of Section 1003.43, F.S.

E. In accordance with Section 1007.271(7), F.S., public school students enrolled pursuant to this subsection shall be exempt from the payment of registration, tuition, instructional materials, and laboratory fees. Students' economic responsibilities include but are not limited to Meal Plans, USF ID card, library fees, costs of official transcripts, and parking fees.
II. DUAL ENROLLMENT COURSES

A. For the purpose of this dual enrollment partnership, DCIIS students will take EDF 2005 - Introduction to Education & EDF 2085 - Teaching Diverse Populations, both of which are within the state common course description and numbering system; fulfills the requirements of an associate or baccalaureate degree; apply toward the student's high school diploma and replaces high school courses that otherwise would have been taken;

III. ELIGIBILITY CRITERIA

To be eligible to participate in the USFSP-BCHS College of Education Partnership, the student must:

A. have already completed the equivalent of the sophomore year of high school requiring no more than two additional years to complete high school graduation requirements;

B. have demonstrated proficiency on all "must pass" state assessments required for high school graduation;

C. have a high school grade point average of 3.0 or better (as calculated by USF);

D. submit a completed USFSP Non-Degree Application for Admission; and

E. submit a completed Parent Permission Form.

V. INSTITUTIONAL RESPONSIBILITIES

A. PCS shall maintain the authority to determine any exception and approval of a student's participation in USFSP Dual Enrollment courses. Final approval for dual enrollment is determined by the College of Education at USFSP and BCHS Administrator.

B. BCHS counselors shall notify students of the USFSP College of Education Partnership program annually, as part of the course registration process. Students who wish to have more specific information related to the program must schedule an individual conference with their school counselor to discuss the application process and college level course expectations in advance of making application to the program. A parent or guardian must be invited to this conference.

C. The BCHS Principal shall be responsible for approving student eligibility to participate in the program.

D. BCHS shall provide a classroom and schedule the class to best meet the needs of the assigned USFSP instructor.

E. USFSP shall review BCHS instructors' records to credential them to teach the
courses offered and/or provide instructors for the courses offered at BCHS.

F. USFSP shall coordinate students' registration, monitor their academic performance, and communicate with PCS as needed for supporting students' success.

G. USFSP shall provide a report of final grades to the BCHS Principal within one week of the end of each term for entry into the students’ high school records.

H. USFSP and Boca Ciega shall collaborate to provide the opportunity for students to take the General Knowledge test prior to high school graduation, at the student's expense.

VI. ASSOCIATED FEES AND INSTRUCTIONAL MATERIALS

A. Instructional Materials

1. BCHS students who enroll in College of Education Partnership courses USFSP will be provided with the required textbooks for the course.

2. Students will return their textbooks to their high school teacher upon conclusion of the semester. Recovered instructional materials that are reusable are the property of PCS and shall be retained in inventory by PCS.

B. Cost of Instruction

1. BCHS shall pay USFSP for instruction that takes place on their campus when the instruction is provided by USFSP instructors.

2. The method and timing of invoicing and payment shall be agreed upon in writing by USFSP Controller's Office and BCHS.

VII. TERMINATION AND REVISION

A. This Agreement shall remain in force for two (2) years from the Effective Date. Any amendments of and/or modification to the Agreement shall require written approval from both parties. After the two year period, this Agreement may be renewed by mutual written consent.

B. This Agreement may be terminated by either party without cause upon ninety (90) days written notice or, in the event the USFSP organizational structure changes as it relates to the USF Consolidation, the Parties may terminate, except current students will complete their assignments and appropriate adjustments made so that the Agreement will transfer to the new consolidated University for the remainder of the term of the Agreement.

C. Any termination will be prospective only and will not apply to students actively enrolled in courses as of the date of the termination notice or to applicants who
relied on published materials offering the courses in which they are enrolled. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. Therefore, in the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for current students.

The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their course, or each student's departure from the program. To clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they graduate or depart from the program.

i. Representatives of each institution will review the substance and effectiveness of the Agreement annually.

ii. The Agreement may be amended through written request by either party when deemed necessary to add, delete, or significantly modify the terms. Such amendments must be in writing.

VIII. GENERAL PROVISIONS

A. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.

B. The parties shall not use any party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from such party of such use.

C. The parties agree to comply with all applicable federal and state laws and
regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.

D. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

The University of South Florida:
Dr. Ralph C. Wilcox
Provost and Executive Vice President
4202 E. Fowler Avenue, CGS 401
Tampa, Florida 33620
813-974-2154
rcwilcox@USF.edu

With Copy to:
Office of the General Counsel
Joanne M. Adamchak
Senior Associate General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620
813-974-1683
813-974-5236 (facsimile)
jadamcha@USF.edu

Pinellas County Schools
Dr. Michael Grego Superintendent
301 Fourth Street SW Largo,
FL 33770

With Copy to:
Office of General Counsel
David Koperski
School Board Attorney
301 4th Street SW
Largo, FL 33770
E. Application of Florida Law: This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Pinellas County, Florida for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.

F. Severability: If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

G. Successors and Assigns: Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.

H. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

I. Entire Agreement: This Agreement represents the entire understanding of the parties with reference to the matters set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications and prior agreements among the parties relating to the subject matter herein.
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SIGNATURES OF RESPONSIBLE AUTHORITIES

Pinellas County School

By: ____________________________
Name: Michael Grego
Its: Superintendent

University of South Florida Board of Trustees, a public body corporate

By: ____________________________
Name: Ralph C. Wilcox
Its: Provost & Executive Vice President

Approved As To Form:

______________________________
School Board Attorneys Office

Approved as to Form and Legality

______________________________
Johanne Adamshack
Attorney - USF

4-23-19