DUAL ENROLLMENT MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA
AND
HOME EDUCATION STUDENT

THIS AGREEMENT is made and entered into on this _day of , 2019 by
and between University of South Florida Board of Trustees, a public body corporate on behalf
of its campus ("USF"), and Parent/Guardian on behalf of the Home Education Student known as
. This Agreement shall serve as the Dual Enrollment Articulation Agreement referenced in Section 1007.271, Florida Statutes. USF and are each a “Party” and collectively the “Parties”.

I. TERM

This Agreement shall be effective as of (the “Effective Date”) and shall continue for a term of one (1) year. This Agreement may be renewed on an annual basis by mutual written consent. If this Agreement is to be renewed, it shall be reviewed on an annual basis at least ninety (90) days prior to the beginning of the USF fall semester to ensure continuing compliance with state law and applicable dual enrollment requirements.

II. DUAL ENROLLMENT PROGRAM

A. Definition. Dual enrollment is a program in which eligible secondary students are permitted to enroll in post-secondary courses that are creditable toward the high school diploma and an associate or baccalaureate degree. Early admission dual enrollment pursuant to Section 1007.271, F.S. is not a part of this Agreement or available between the parties.

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

C. Courses. Dual enrollment courses will be available on the USF campus and the USF online educational platform. Courses are subject to resource availability including staffing, credentialing and other constraints. Dual enrollment courses will be taught either by USF faculty or by USF instructors credentialed by USF.

Courses eligible for the dual enrollment program must meet the following criteria:

a. Listed within the statewide course description and numbering system on the current State of Florida Dual Enrollment Course – High School Subject Equivalency list and fall under the subject areas of English, mathematics, science, foreign language, social studies and electives. Eligible courses for the 2019-2020 academic year are outlined in Appendix A;

b. Fulfill the requirements of an associate or baccalaureate degree;
c. Apply toward the student’s high school diploma and replace high school courses in the same discipline that otherwise would have been taken; and

Courses are not eligible for inclusion in the dual enrollment program if the course contains college preparatory instruction and other forms of pre-collegiate instruction or developmental education, as well as physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity and courses not specified in the State of Florida Dual Enrollment Course – High School Equivalency List.

Courses outlined in Appendix B require either prerequisite work and/or higher standardized test scores.

D. Credits. All college courses taken pursuant to the dual enrollment program must be three (3) college credits or more. Dual enrollment courses and high school credit earned are designated by the Florida Department of Education’s statewide course numbering system and the State of Florida Articulation Coordinating Committee, as published in the Dual Enrollment Course-High School Subject Equivalency List. shall assign high school credit upon successful completion.

Students will be limited to one (1) to three (3) courses within the dual enrollment program per semester. No student may earn more than a total of eighteen (18) total credit hours of general education on a high school campus.

III. ELIGIBILITY

Initial Eligibility

Students participating in the dual enrollment program must meet the initial eligibility requirements:

1. 3.5 cumulative weighted high school GPA*. The GPA will be re-calculated by USF only taking into consideration courses in English, mathematics, science, foreign language, and social studies. As calculated by USF, honors classes will receive an additional weight of 0.5 and AP, AICE, IB and college courses will receive an additional weight of 1.0. USF has the sole discretion to adjust the re-calculation of GPAs, with timely notification to:

2. Meet minimum standardized test scores as outlined in Appendix C.

3. An eligible home education student must:
   a. Provide proof of enrollment in a home education program pursuant to 1002.41, F.S.;
   b. Sign the home education MOU/Articulation Agreement;
   c. Demonstrate the student grade level as required by USF prior to entry

*This Agreement is between a State University and not a member of the Florida State College System.
Students that maintain minimum continuing eligibility standard and a post-secondary, cumulative GPA of 3.0 or higher after accruing six (6) credit hours may be allowed to take up to eleven (11) credit hours during future semesters.

Students that receive a “C-”, “D”, “F”, or “W” in any given course as designated on the USF transcript, will not be eligible for dual enrollment the subsequent fall or spring semester.

VI. COSTS

A. Home education students are exempt from the payment of University tuition and fees.
B. Home education students must provide their own instructional materials.
C. Home education students must provide their own form of transportation to and from the University, if applicable.

VII. USF RESPONSIBILITIES

A. Upon request, USF will visit a high school once a semester to meet with students to complete their Dual Enrollment Approval Form including course preferences.
B. USF will register students for classes during the non-degree seeking registration time period before the start of each term.
C. USF shall monitor student academic performance during participation in the dual enrollment program and share information with the Home Education Principal when necessary, regarding monitoring to ensure student success.
D. USF will assign a university letter grade to completed coursework.
E. USF will provide a grade report to the Home Education Principal for all dual enrolled students within ten (10) business days following the official deadline for USF grade posting.
F. USF shall maintain a dual enrollment website that will contain updated information on deadlines, procedures and contact information for the dual enrollment program.
G. USF shall submit this Agreement to the Florida Department of Education on an annual basis as required by s. 1007.271(21), F.S.
H. Designate a USF Dual Enrollment Coordinator, who will liaise directly with the Home Education Principal.

VIII. STUDENT RESPONSIBILITIES

A. Students shall maintain at least the minimum requirements to continue in the dual enrollment program.
B. If classes are taken at the USF campus, students are solely responsible for transportation to and from the campus. Students taking classes on the USF campus must comply with all USF regulations and policies.
C. Students shall be responsible for proper withdrawal from enrolled coursework within the USF drop/add period or otherwise formally withdrawing pursuant to USF guidelines.
Students shall meet with their guidance counselor or home education principal/parent prior to dropping a course or begin the withdrawal procedures.

D. In accordance with Section 1007.271, Florida Statutes, home education school students enrolled in the dual enrollment program shall be exempt from the payment of registration, tuition, laboratory fees. At USF, they are responsible for instructional materials. Students may also be responsible for additional fees that may include but are not limited to a USF ID card, library fees, cost of official transcripts, parking fees, calculators, and laptops.

XI. GENERAL PROVISIONS

A. Dual Enrollment Transfer Guarantees. The parties must be aware and comply with the Dual Enrollment Transfer Guarantees, which can be found at: https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tabp.pdf and on the attached Appendix D.

B. Continuity and Compliance. 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.

C. Individual Identification. 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.

D. Statutes and Laws. 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.

E. Amendment. Any amendments or modification to this Agreement shall require written approval from both parties.

F. Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. Any termination will be prospective only and will not apply to students actively enrolled in courses at or of the date of the termination notice pursuant to Section D below. 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. 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 existing 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 enrolled course(s). 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 finish the coursework for
the applicable semester.

G. Equal Opportunity. The Parties agree that no person shall be subjected to discrimination
because of age, race, color, disability, gender identity, gender expression, marital status,
national origin, religion, sex or sexual orientation in the performance of the Parties'
respective duties, responsibilities and obligations under this Agreement.

H. Disabilities. Students registered for Dual Enrollment at USF may access services and
resources that are available for students with disabilities, which can be found at SDS,
https://www.usf.edu/student-affairs/student-disabilities-services/clinicians/access-
sds.aspx

I. Indemnification. Each party shall be responsible for the consequences of any act or
failure to act on the part of itself, its employees and agents. Accordingly, each party shall
be held responsible for its own sole negligence, and each party shall indemnify and hold
the other parties harmless from any loss which results therefrom. No party hereto shall
assume any responsibility to any other party for the consequences of any act or failure to
act of any person, firm or corporation not a party to the Agreement. The parties' 
indemnification shall be limited to the extent provided by section 768.28, Florida
Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied
waiver of the parties' sovereign immunity under Florida Law.

J. Dispute Resolution. In the event that a dispute occurs between the parties with regard to
the rights or duties created by this Agreement, or in the event of a breach of this
Agreement by either party, the parties hereto agree to meet and confer in good faith in an
effort to resolve the dispute or issue.

K. Public Records. Both parties are subject to public records requirements pursuant to
Chapter 119, Florida Statutes. Each shall maintain records and documents associated
with this Agreement and shall respond to public records requests in accordance with the
requirements of Chapter 119, Florida Statutes.

L. 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).
M. 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 Hillsborough 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.

N. 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.

O. 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.

P. 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.

Q. Prior Agreements. All prior Dual Enrollment agreements between the parties are hereby terminated.

R. Entire Agreement. This Agreement represents the entire understanding of the parties with reference to the matters set forth herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SIGNATURES OF RESPONSIBLE AUTHORITIES

Parent/Guardian/Home School Principal

By: 
Name: 

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

By: Paul Atchley, PhD
Dean, Undergraduate Studies

By: Ralph Wilcox, PhD
Executive Vice President & Provost

Approved as to Form and Legal Sufficiency

Attorney, USF