INTERINSTITUTIONAL DUAL ENROLLMENT ARTICULATION AGREEMENT
between
THE UNIVERSITY OF SOUTH FLORIDA
and
SCHOOL BOARD OF
HILLSBOROUGH COUNTY

THIS AGREEMENT is made and entered into on this 30th date of September 2014 (the “Effective Date”) by and between The University of South Florida Board of Trustees, a public body corporate (“USF”), located in Tampa, Florida, and The School Board of Hillsborough County (“SBHC”), a public body corporate located in Tampa, Florida.

WHEREAS, Section 1007.271 Florida Statutes encourage universities and private schools to enter into Articulation Agreements on Dual Enrollment programs and,

WHEREAS, USF and SBHC desire to enter into a Dual Enrollment Agreement to create opportunities for high school students from SBHC to pursue college level instruction in the Dual Enrollment/Early Admission program at USF;

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

I. This Agreement ratifies or modifies all other agreements between USF and SBHC that may affect dual enrollment.

II. GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

A. Dual Enrollment and Early Admission are programs in which eligible secondary students are permitted to enroll in a postsecondary institution on a part-time (Dual Enrollment; 11 credits or less) or full-time (Early Admission; 12 credits or more) 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 the 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.
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 Florida Statutes.

E. In accordance with Section 1007.271(7) Florida Statutes 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.

III. DUAL ENROLLMENT COURSES (s. 1007.235, F.S.)

A. Eligible Courses

A course may be eligible for dual enrollment, subject to staffing constraints, if it meets the following criteria:
1. is contained within the state common course description and numbering system;
2. fulfills the requirements of an associate or baccalaureate degree;
3. applies toward the student’s high school diploma and replaces high school courses in the same discipline that otherwise would have been taken;
4. is approved by the high school principal and university as an acceptable dual enrollment course.

However, to ensure transferability of credits, students’ educational plans should be closely evaluated when utilizing specialty courses for dual enrollment.

B. Ineligible Courses

College preparatory instruction and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of a skill, rather than the intellectual attributes of the activity, are not eligible for inclusion in the dual enrollment program.

IV. ELIGIBILITY CRITERIA FOR DUAL ENROLLMENT (NON-DEGREE SEEKING)

A. Have an unweighted high school grade point average of 3.5 or better. Final approval for admission to USF under the Dual Enrollment program is done by the Coordinator of Dual Enrollment & Early Admission for USF. Denial of Admissions will be communicated to both the student and the high school of record.

B. Application process at USF:
1. Submit proof of a minimum of 500 on SAT Critical Reading and 500 on SAT Quantitative for a total for a total minimum of 1000; or a score of 21 on ACT
English, 18 on ACT Reading and a score of 21 on ACT Mathematics for a minimum composite of 21; and a TOEFL score, if applicable. All test scores must be submitted to USF electronically;

2. Submit a completed SUS application for Non-Degree Seeking Admission;

3. Submit a written approval for Dual Enrollment (Form “B”) to USF signed by appropriate SBHC administrators, i.e., principal or guidance counselor, along with specific course approvals.

V. ELIGIBILITY CRITERIA FOR EARLY ADMISSION (DEGREE SEEKING)
SBHC students may be excused from the last two semesters of their high school experience if the USF accepts them for admission. To be eligible to participate in Early Admission at USF the student must:

A. have already completed the equivalent of the junior year of high school requiring only one additional year to complete high school graduation requirements;

B. have a high school grade point average of 3.8 or better (as calculated by USF);

C. submit proof of an SAT score of at least 1300 with a minimum score of 580 Critical Reading, or an ACT composite score of 29 with no less than a score of 29 English;

D. submit a completed SUS Application for Admission;

E. submit a personal letter outlining reasons for seeking Early Admission;

F. submit a signed statement of approval from their high school principal or guidance counselor;

G. submit a completed “Form C” (Early Admission to College);

H. submit a list of remaining credits required for high school graduation; and

I. meet with USF’s Coordinator for Dual Enrollment & Early Admission.

VI. INSTITUTIONAL RESPONSIBILITIES

A. SBHC shall maintain the authority to determine any exception and approval of a student’s participation in USF Dual Enrollment courses. Final approval for dual enrollment is determined by the Coordinator of Dual Enrollment & Early Admission at USF.

B. The high school principal shall be responsible for approving student eligibility to participate in the program.
C. USF shall provide academic advising services based on student course needs as communicated by the high school.

D. USF shall coordinate students’ registration, monitor their academic performance, and communicate with SBHC as needed for tracking students.

VII. STUDENT RESPONSIBILITIES

A. Dual Enrollment students cannot take more than 9 credit hours per semester and must maintain at least a “C” average. Early Admission students will enroll in at least 12 credits per semester.

B. It is the student’s responsibility to furnish the high school with an official USF transcript for work attempted/completed. Costs of official USF transcripts are the responsibility of the student.

C. The student is responsible for transportation to/from the USF campus.

D. The student must comply with USF Health and Immunization policy found at http://www.shs.usf.edu/immunizations/immunization-compliance.aspx

VIII. ASSOCIATED FEES AND INSTRUCTIONAL MATERIALS (ss. 1007.27(4) and 1007.271(14) & (15), F.S.)

A. Instructional Materials

1. SBHC high school students who enroll in dual enrollment/early admission courses at USF will be given a voucher to purchase the text selected by the instructor (e.g., a different edition of the text may be used by classes conducted on campus). This voucher will be accepted by USF’s Bookstore for purchases of textbooks or other instructional material deemed necessary for the course(s). USF will submit an invoice for these vouchers directly to SBHC. Payment shall be rendered within thirty (30) days of receipt.

2. Recovered instructional materials that are reusable are the property of SBHC and shall be retained in inventory by SBHC.

B. Cost of Instruction

1. SBHC shall pay USF the standard tuition rate per credit hour for instruction that takes place during the fall or spring semesters, and not summer, on the USF campus by university faculty.

2. The method and timing of invoicing and payment shall be agreed upon in writing by USF Controller’s Office and SBHC.
X. TERMINATION AND REVISION

A. This Agreement shall remain in force for five (5) years from the Effective Date. Any amendments of and/or modification to the Agreement shall require written approval from both parties. After the five year period, this Agreement may be renewed by mutual written consent.

B. This Agreement may be terminated by either party upon ninety (90) days written notice.

C. Any termination will be prospective only and will not apply to students actively enrolled in courses or in an Early Admission year 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. The parties acknowledge that the program involves degree-seeking students taking part in a degree program (i.e., Early Admission). 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 degree, certificate or 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.

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

2. 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.
XI. 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-
rcwilcox@USF.edu

With Copy to:
Office of the General Counsel
Hilary Black
Associate General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620
813-974-0749
813-974-5236 (facsimile)
hblack@USF.edu

Hillsborough County Public Schools
MaryEllen Elia
Superintendent
901 E Kennedy Blvd
P.O. Box 3408
Tampa, FL 33601

With Copy to:
Carol Kurdell
Chair, SBHC Board
901 E Kennedy Blvd
P.O. Box 3408
Tampa, FL 33601

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 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.

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

The School Board of Hillsborough County, Florida  University of South Florida Board of Trustees, a public body corporate.

By:  

Name: MaryEllen Elia  Name: Ralph C. Wilcox

Its: Superintendent  Its: Provost and Executive Vice President

By:  

Name: Carol Kurdell

Its: Chair
DATE: Tuesday, September 30, 2014
TO: School Board Members
FROM: MaryEllen Elia, Superintendent

SUBJECT / RECOMMENDATIONS
Approve Interinstitutional Dual Enrollment Articulation Agreement with the University of South Florida (USF)

EXECUTIVE SUMMARY
The programs covered under this agreement are dual enrollment and early admission. This articulation agreement will provide students the opportunity to enhance their learning in courses that meet educational, career, and personal needs while enrolled in high school. Dual enrollment programs allow qualifying students in grades 9-12 to be enrolled in both high school and college. Dual enrollment course offerings provide students greater academic options and considerable financial savings. This agreement will remain in effect for a 5-year period ending in the year 2019.

Early admission is a form of dual enrollment that permits eligible students to enroll at USF on a full-time basis in courses that are creditable toward a high school diploma and college credit.

STRATEGIC OBJECTIVES
• Increase promotion rates at all grade levels and the percentage of high school graduates • Challenge and support all students with an appropriate curriculum

FINANCIAL IMPACT (Budgeted: Yes)
Enrollments in these courses are FTE generating. The district will pay USF the standard tuition rate per credit hour for instruction that takes place during the fall or spring semesters on the USF campus. The school district will continue to provide textbooks for dual enrollment students.

EVALUATION
We will evaluate the program by the number of students participating at the end of each academic school year.

SUBMITTED BY: Angeline Xenick, Supervisor, High School Guidance Services

Denny B. Oest
Instructional Leadership Director, Secondary
(813) 272-4451

Wynne A. Yce
Assistant Superintendent, Curriculum and Instruction
(813) 272-4221

Hillsborough County Public Schools (Florida) * Mtg.#20140930_642 (Board Meeting)* Section A Item# 1.06