

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2018 (the Effective Date, which shall be the date this Agreement is fully executed), by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as “SBBC”)

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301SBBC

and

**THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES,**

**MIAMI, FLORIDA**

(hereinafter referred to as “FIU”)

a member of the State University System of Florida,

whose principal place of business is

Academic Planning and Accountability (“APA”),

Modesto A. Maidique Campus

11200 S.W. 8<sup>th</sup> Street, PC 112, Miami, Florida 33199

**WHEREAS**, FIU and SBBC are encouraged by Section 1007.22, Florida Statutes (“Articulation; Postsecondary Institution Coordination and Collaboration”) to enter into inter-institutional agreements to maximize articulation;

**WHEREAS**, Florida Statutes Section 1007.271 (“Dual Enrollment Programs”) now requires school districts to pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program (“FEFP”) to a public post-secondary institution that delivers dual enrollment instruction on its campus. The legislation also provides the opportunity for cost reimbursement to the post-secondary institution for instruction occurring at school sites;

**WHEREAS**, generally, accelerated mechanisms include programs whereby eligible home education, public and non-public school students are permitted to enroll in post-secondary courses creditable toward a high school diploma and a vocational/technical certificate, or an associate or baccalaureate degree;

**WHEREAS**, FIU and SBBC offer courses that will enhance accelerated academic learning opportunities, including dual enrollment, for qualified SBBC students;

**WHEREAS**, SBBC wishes to promote and explain eligibility criteria for participation in accelerated academic learning opportunities to students and parents, including dual enrollment, and will explain the process by which students and parents can exercise their option to participate; dual enrollment includes on-campus dual enrollment programs, including Full-Time/Early Admission, and other dual enrollment initiatives, such as FIU's dual enrollment online program. In addition, FIU offers an off-campus dual enrollment program;

**WHEREAS**, according to s. 1007.271, F.S., school districts may not deny dual enrollment participation to students who meet statutory eligibility requirements and any additional college readiness requirements established by the post-secondary institution in this Agreement;

**WHEREAS**, a student who is enrolled in dual enrollment via a state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25 F.S. ("Fee Exemptions") and the fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment;

**WHEREAS**, dual enrollment, as an acceleration program, allows students in grades six (6) through 12 to take post-secondary coursework and simultaneously earn credit toward high school completion and college coursework;

**WHEREAS**, SBBC shall annually assess the demand for FIU's dual enrollment program and provide with ample time to FIU information regarding demand for dual enrollment to facilitate planning;

**WHEREAS**, representatives of SBBC's Secondary Learning and FIU's APA have participated in the development of this Articulation Agreement and deliberations have taken place in an articulation committee, as established by SBBC's Superintendent and FIU President or their designees;

**WHEREAS**, SBBC and FIU will provide student support programs, services, and activities consistent with the goals of the dual enrollment program and will promote enhanced student learning and development, students will be provided a list and description of services available to support the dual enrollment program and corresponding contact information.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FIU and SBBC (hereafter known as the "Parties") agree as follows:

## **ARTICLE 1 - RECITALS**

**1.01 Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 - SPECIAL CONDITIONS**

**2.01 Term of Agreement.** Unless terminated earlier pursuant to Section 4.04 of this Agreement, the term of this Agreement shall commence on the last date signed by all Parties and conclude on July 31, 2019, and, if both parties mutually agree, may be renewable for one (1) additional (1) year period. Such extension would require the amendment of the Agreement to incorporate eligibility criteria and requirements. Any amendment would require the approval of authorities of SBBC and FIU.

**2.02 Joint Responsibilities.** SBBC and FIU shall maintain responsibility for implementing the various components of this Agreement as delineated in Articles 3, 4, and 5 of this Agreement.

**2.03 Indemnification.** To the extent permitted by law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment. Each Party agrees to be liable for any damages resulting from said negligence.

**2.04 Required Insurance Coverages.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

## **ARTICLE 3 - DUAL ENROLLMENT**

**3.01 Recruitment Procedures.**

**A. Overview.** The dual enrollment program is an opportunity to take challenging college courses and pursue accelerated educational opportunities. Dual enrollment courses become a part of a student's permanent college transcript. SBBC is committed to promoting and explaining eligibility criteria for participation in accelerated academic learning opportunities to students and parents; thus, SBBC will explain the process by which students and parents can exercise their option to participate. The District's curriculum bulletin and parent informational sessions should provide students and families with documents to describe the educational benefits and eligibility requirements of the various acceleration program options, as well as a copy of the Dual Enrollment Transfer Guarantees (s. 1007.271, F.S.). (Refer to **Appendix A.**) As part of the commitment—and process—to inform students and parents of the opportunity to participate in the dual enrollment program, each high school curriculum guide will describe the acceleration options. FIU requires that SBBC provide, in writing, to

students and parents the eligibility requirements and, furthermore, indicate expectations in terms of participation in dual enrollment and rigorous college-level coursework. An orientation should be held by SBBC at least once a year at high schools and other District school venues to discuss eligibility requirements and expectations with parents and students. FIU dual enrollment staff could attend, as invited. Parent-teacher conferences also provide an opportunity to update parents on progress of students regarding dual enrollment coursework.

**B.** SBBC will share with students and parents the Transfer Guarantee statement, prior to enrollment in a dual enrollment course, regarding the potential for the dual enrollment course(s) to articulate as an elective or a General Education course into a degree program. The statement may include additional information regarding dual enrollment options, guarantees, privileges, and responsibilities.

In the case of minors, SBBC will obtain the written consent of parents via a new FIU consent form to ensure that parents approve students' enrollment in specific dual enrollment courses. SBBC will send the written consent to FIU.

**C.** In a cooperative effort, admissions and registration personnel from FIU will be available to local area high schools and other schools, as requested by SBBC, to provide additional information and answer specific student questions about FIU and FIU's Admissions requirements and deadlines.

**D.** Students of FIU's on- and off-campus dual enrollment must be informed of FIU's Academic Grievance process. Refer to Section 3.7, "Academic Grievance," for more information.

### **3.02 Pre-Registration Advising.**

**A. Requirements.** The guidance departments at appropriate SBBC schools have the responsibility of advising students as to FIU dual enrollment course offerings and for providing information on eligibility requirements. SBBC's guidance departments will provide students the recommendation forms for admissions, and will indicate the specific courses in which eligible students can be enrolled. The dual enrollment staff at FIU will provide appropriate forms to participating schools and will work jointly with the designated schools' guidance staff to fulfill application and registration requirements.

- 1.** SBBC's pre-registration advising will focus on the curricular expectations of college-level, rigorous academic work, which typically exceeds the work required of high school courses. Pre-registration advising will include information on FIU's add/drop policies and deadlines. The advising will also focus on the impact of performance in dual enrollment courses, which becomes a part of a student's

permanent college transcript and permanent postsecondary Grade Point Average (“GPA”).

2. SBBC confirms and/or verifies student eligibility and provides approval for student participation in dual enrollment; SBBC also monitors student performance under this dual enrollment agreement.

### 3.03 **Registration Procedures.**

A. **Required Documentation.** Each student must submit the following documents to FIU, Modesto A. Maidique Campus, APA, prior to registration and in accordance with registration deadlines and practices posted on the FIU website for dual enrollment students.

1. The Proof of Immunization Form must be provided by the student if attending FIU classes for the first time on FIU campuses. As a prerequisite to registration, FIU requires all students to comply with the immunization policy regulations of the Florida Board of Governors regarding measles, mumps, rubella, meningococcal meningitis and hepatitis B immunity.
2. The student must provide an official Dual Enrollment Authorization Request Form (FM 6477) signed by the school principal or designee to ensure that the dual enrollment course(s) will count as credit towards the high school diploma. It is the responsibility of the student and the school counseling staff to complete the required sections of the form and select the courses from the approved dual credit course list (**Appendix B** carries the link to the Dual Enrollment Course - High School Subject Area Equivalency List).
3. The student must provide Scholastic Aptitude Test (“SAT”) scores, American College Test (“ACT”) scores or the Post-Secondary Readiness Test (“PERT”) scores. Additionally, other discipline-specific placement for enrollment in Mathematics courses will be required (i.e., the ALEKS Math Skills Assessment).

B. **Application System.** An online application system has been developed by FIU and made available to SBBC to support both the on-campus and high school dual enrollment. Deadlines are established, and communicated by APA’s dual enrollment staff, to facilitate the application process.

### 3.04 **Withdrawal Procedures.**

A. **Process.** All dual enrollment students are responsible for officially withdrawing from classes that they are no longer attending in accordance with FIU requirements. Depending on

the mode of delivery (i.e., whether FIU is offering the dual enrollment course[s] on campus [including online] or at local public schools), the withdrawal procedure will vary. Students who do not officially withdraw from a class may receive a failing grade. Such a failing grade becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid.

1. On-campus dual enrollment withdrawal is aligned to FIU’s “Drop and Add” Period and is initiated by the dual enrollment student; the Registrar's Office must receive an official withdrawal from a dual enrollment course(s) within the stipulated timeframe. All on-campus dual enrollment students are responsible for notifying the high school guidance counselor, in writing, prior to withdrawal from any dual enrollment course. (If online dual enrollment courses are held during summer terms, notification of counselors will not be possible if the public schools are not in academic session.) Thus, students will be responsible for maintaining abreast of applicable withdrawal procedures.
2. Off-campus dual enrollment students must withdraw within the timeframe established and communicated to school administrators by the FIU dual enrollment staff. Students who do not officially withdraw from a class may receive a failing grade; high school teachers and the SBBC’s counselors must monitor students vis-à-vis request for withdrawal and implementation of withdrawal procedures. Withdrawals must have the approval, in writing, of the counselors.

### **3.05 General Eligibility Criteria.**

**A.** Dual enrollment is an acceleration program that allows students in grades six (6) through 12 to take post-secondary coursework and simultaneously earn credit toward high school completion and college coursework.

**B.** FIU agrees to permit eligible students enrolled in Broward County District Public Schools, who have been certified by their principals as qualified, to dually enroll in regularly offered courses that will also meet the student's high school diploma requirements. Upon meeting eligibility requirements, students can participate in FIU dual enrollment opportunities. Students participating in dual enrollment options must meet the following entrance eligibility requirements:

1. be enrolled in a course of study which will fulfill requirements for high school graduation;
2. have a 3.0 unweighted high school GPA;
3. standardized college placement tests indicating college readiness;
4. satisfy any course prerequisites; and,
5. meet any additional criteria set by FIU as the post-secondary institution, and as

agreed upon in writing by both Parties.

In order to continue in the program, students must maintain a 3.0 unweighted GPA in their high school academic work and earn a 3.0 or better in college-level work, as confirmed by their school guidance counselors.

To ensure student readiness for post-secondary instruction, all students in grades six (6) through 12 must meet high school GPA and present standardized college placement tests indicating college readiness to be able to participate in dual enrollment at FIU. FIU may establish additional, initial student eligibility requirements to ensure student readiness; students, however, who have demonstrated the ability to master advanced courses can participate in dual enrollment courses.

**C.** As approved in writing by parents, eligible sixth (6)-to-eighth (8) graders have the choice to come to FIU to take the dual enrollment class at FIU's Modesto A. Maidique Campus or the Biscayne Bay Campus. These students are responsible for their transportation. In providing written consent of eligible sixth-to-eighth graders to participate in dual enrollment courses at FIU, parents acknowledge that FIU is an open campus and that FIU cannot be responsible for the supervision of these sixth (6)-to-eighth (8) grade students beyond the delivery of instruction in the classroom setting. While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in sixth (6)-to-eighth (8) grade courses or high school courses, which some parents may consider advanced for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

**1.** Dual enrollment at middle schools can also be delivered via FIU adjuncts and on a case-by-case through credentialed qualified school instructors.

**D.** Dual enrollment courses become a part of a student's permanent college transcript; thus, grades will become part of permanent high school and college transcripts. FIU and SBBC are committed to ensuring student success, while providing access to accelerated educational opportunities. As long as students achieve, and maintain a GPA of 3.0 or better in FIU college-level coursework and a 3.0 unweighted GPA in their high school academic work (as confirmed by school guidance counselors), students will be allowed to continue in the FIU dual enrollment program. This GPA requirement extends alike to on-campus (including online) and off-campus FIU dual enrollment. Any student who earns a grade lower than a 'C' in any one (1) dual enrollment course will not, however, be allowed to continue participating in the dual enrollment program. While 'Cs' are allowed as long as a GPA of 3.0 or better is maintained, the District will communicate to the parents the potential repercussions of having a 'C' in a permanent transcript vis-à-vis scholarship opportunities and future university/college selectivity/acceptance. A cautionary statement will be included in the

SBBC and FIU parent consent form to bring attention to the potential risk.

- 1. For Students Taking Dual Enrollment Courses for the First Time in Their Studies:** In the case of a student's initial dual enrollment course, if he/she obtains a 'C' in his/her first dual enrollment course, the student will be allowed to continue in the dual enrollment program contingent on a request from the counselor to continue eligibility based on: a) the offering of additional academic support from the school involved and b) the close monitoring of the student's progress in the second dual enrollment course. If, however, a student earns a 'C' in another course taken during his/her semester as a first-time dual enrollment student (**Special Note:** consider that a college GPA of 3.0 has not been established), the student's eligibility will be discontinued.

FIU will monitor the status of the student's eligibility closely and communicate directly with the District findings related to the academic performance of the student.

**E.** Special dual enrollment credit programs, *as applicable*, may have admissions requirements that differ from those stated above. Additional eligibility criteria may apply to special programs. Students can take courses indicated in the Dual Enrollment Course - High School Subject Area Equivalency List accessed via <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf> with approval by the District and included in the District's Curriculum Bulletin. (**Special Note:** This list can be revised from time to time by the Florida Department of Education.)

Dual enrollment courses not referenced in the equivalency list maintained by the Florida Department of Education may be taken by those students enrolled in special programs, *as applicable*, described within this Agreement with approval of SBBC.

**3.06 Code of Conduct.** Dual enrollment students are responsible for following FIU's student code of conduct, which outlines acceptable and unacceptable academic or behavioral misconduct applicable to FIU students. Unacceptable behavior includes cheating and plagiarism. The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. FIU's Student Code of Conduct can be accessed via <http://studentaffairs.fiu.edu/about/student-handbook/>

**3.07 Academic Grievance(s).** FIU's policy on Academic Grievances, accessible at <https://policies.fiu.edu/files/737.pdf>, will be applicable to dual enrollment students enrolled in FIU's dual enrollment courses at FIU's Modesto A. Maidique and Biscayne Bay Campuses, online courses, as applicable, and at local high schools. Collaborating with SBBC, FIU Dual Enrollment Staff will communicate the policy and procedure(s) to dual enrollment students upon their enrollment in FIU courses. **Appendix C** contains the Dual Enrollment Formal Grievance



Form that will need to be completed by students in case of a grievance. In addition, the following link describes the flow process regarding filing an academic grievance: [intergrity.fiu.edu](http://intergrity.fiu.edu)

Students will be also be given this link upon enrollment. Students have the option to contact for more information the Office of Academic Integrity at 305-348-2943.

### **3.08 Dual Enrollment Costs.**

#### **A. Delivery Modalities.**

- 1. For On-Campus Dual Enrollment, including Online Dual Enrollment:** For dual enrollment offered at FIU campus(es) and online dual enrollment courses, offered in the fall and spring terms, each participating SBBC District high school will pay the standard tuition rate per credit hour. Additionally, registration and laboratory fees are not included in the participating SBBC District high school payments; students are exempt from paying any registration, tuition, or laboratory fees. The school district will not receive funds under FEFP for summers; therefore, summer enrollment is exempt from payment from the school district. Subject to annual appropriation in the General Appropriations Act, FIU shall receive an amount of funding equivalent to the standard tuition rate per credit hour for each dual enrollment course taken by a student during the summer term.
  
- 2. For Dual Enrollment Offered Directly at Schools (including High Schools and, as Applicable, Middle Schools):** Each participating SBBC District High School shall directly pay FIU a \$1,500 academic monitoring and oversight fee per unique dual enrollment course by SBBC instructional staff who serve as courtesy appointment lecturer for FIU. Additionally, if an FIU faculty or adjunct instructor is hired to teach a class on a participating SBBC District High School campus, a fee of \$5,000 will be charged to the school for the provision of educational services. The \$1,500 fee is waived for academic monitoring and oversight when a FIU faculty or adjunct instructor teaches the course.

#### **Special Notes:**

- a.** As part of the annual re-negotiation of the SBBC-FIU dual enrollment agreement, fees will be re-evaluated.
- b.** Failure to pay may be considered a breach of contract for which FIU may terminate the Agreement based on the provisions of Section 4.04 (“Termination”).

**B. Other Costs:**

**1. Instructional Material and Equipment:**

**a. Instructional Materials and Technology.** Each participating SBBC District High School shall provide dual enrollment students, free of charge, required college textbooks and other instructional materials in accordance with s. 1007.271(17), F.S. (For specificity, refer below for more information.)

**i. Instructional Materials.** Each participating SBBC District High School will procure and pay for the instructional materials for the instruction of district students enrolled in dual enrollment courses taken on their high school campus, per Section 1011.62, Florida Statutes from a third-party vendor for the fall and spring terms. Each participating SBBC District high school will procure and pay for the instructional materials for the instruction of district students enrolled in dual enrollment courses taken at FIU, or FIU online per Section 1011.62, Florida Statutes from a third-party vendor for the fall and spring terms. FIU textbook selections for each course is overseen by a discipline-specific chairperson who provides these course selections to FIU's designated textbook agent. SBBC will advise students how they can determine these textbooks are required according to their course selections, the length of time students can use the textbooks, and how students will obtain and return the books. SBBC will communicate this process to dual enrollment students and high school staff. SBBC and each participating SBBC District high school will not pay for textbooks during the summer term for any dual enrollment course taken at an SBBC high school, FIU, or FIU online.

**ii. Purchase of Instructional Materials.** Each participating SBBC District high school will purchase instructional materials, to be used in connection with this Agreement, pursuant to a separate agreement, to be entered into between SBBC and Barnes and Noble College Bookseller, LLC ("B&N") that will "piggyback" off of an existing agreement between FIU and B&N, dated as of December 1, 1999.

**iii. Technology.** SBBC will provide computers and web access as necessary to FIU dual enrollment students taking dual enrollment courses directly at local Broward schools. Access will be provided (for the purpose of assistance) via SBBC's Office of Information Technology.

2. **Transportation:** Each participating SBBC District high school will pay for dual enrollment students who will need to park on FIU's campus(es), collaborating directly with FIU's Parking and Transportation, to take dual enrollment courses.

C. **Billing Modalities.**

1. **For Dual Enrollment Offered at FIU Campus(es) and Online Dual Enrollment:**

- a. **Process.** FIU and SBBC have agreed upon, and established, a Centralized Billing Process for invoicing the standard tuition rate per credit hour of the dual enrollment courses offered on FIU's campuses, including the Full-time/Early Admission program and online courses offered in the fall and spring terms.

Within a month of the official FIU Drop/Add date for the fall and spring terms, FIU's Student Financial Services of the Office of the Controllers will invoice each participating SBBC District high school for student tuition in all dual enrollment courses offered on the Modesto A. Maidique or Biscayne Bay Campuses.

In order to facilitate the reconciliation process, the FIU dual enrollment invoice will include the following information, as generated by FIU's Student Financials' database:

- Term and Year
- School Name
- Student Name and Date of Birth ("DOB")
- Course Prefix #
- Course Title
- Credit Hours Earned

- b. **Deadline(s).** Each participating SBBC District high school will reconcile the records provided on the FIU invoice and will issue payment within 60 days maximum to Florida International University. The payment modality is via a check payment. The check would need to be sent to the following office and address:

Student Financial Services  
Florida International University  
ATTN: Student Account Generalist Third Party Billing  
Modesto A. Maidique Campus

11200 S.W. 8th Street, SASC 101  
Miami, FL 33199

The check must note the following: "Student Financials-Third Party Billing."  
In case of questions regarding the invoice, please contact the following FIU  
Student Account staff member:

Shina Pierre Louis  
Student Account Generalist II  
Third Party/FP Department  
Student Financial Services  
Florida International University  
Modesto A. Maidique Campus  
11200 S.W. 8th Street, - SASC 101  
Miami, FL 33199  
Phone: 305-348-1527  
Fax: 305-348-2981

2. **For Dual Enrollment Offered Directly at Schools:** FIU's APA will be responsible for the invoicing of academic monitoring and oversight fees tied to the dual enrollment offered via the FIU credentialed courtesy instructors. In addition, FIU's APA will invoice cost per term for the dual enrollment offered via FIU's university faculty/adjuncts directly on the school campus. The invoicing and payment procedures currently in place will govern the payment processes. Payment must be received from each participating SBBC District high school in a timely manner (i.e., within 60 days of the receipt of the invoice by each participating SBBC District high school).

**Special Note:** Failure to pay may be considered a breach of contract for which FIU may terminate the Agreement based on the provisions of Section 4.04 ("Termination").

### 3.09 **Program Quality.**

A. **Credits.** All students enrolled in dual enrollment classes will be graded on the same basis as other college students enrolled in the same courses. Students participating in dual enrollment at FIU will receive grades and credit for their college work. These grades and credits are posted on the college transcript. Dual enrollment course grades become part of a student's permanent college and high school transcript and are calculated into the student's permanent postsecondary GPA maintained by FIU. Grades issued by FIU professors teaching dual enrollment courses at FIU are transmitted electronically to SBBC. At the end of each semester, the SBBC will send dual enrollment final grades to school site principals and registrars for inclusion in students' high school course records and transcripts.

**B. Adequate Academic Support Services and Technology.** In order to be in compliance with the Southern Association of College and Schools Commission on College (“SACSCOC”) principle related to Academic Support Services, schools must provide adequate technology in the classrooms to support college-level instruction. FIU's APA will collaborate closely with the schools to verify that the technology available is adequate. In addition, FIU's APA will conduct visits to further verify a) the adequacy and b) the maintenance of such adequacy. FIU will have the right to cancel any course offering that does not meet requirements regarding the adequacy of technology. Students must have access to computers and/or computer labs to complete assignments outside of class periods.

**C. SBBC Disclosure of Education Records.**

1. SBBC will provide FIU with the records listed in 3.09 (C) (2) for the purpose of SBBC District School students to meet qualifications for enrollment and to provide ongoing academic advisement in dual enrollment course options and progression in dual enrollment courses at FIU.

2. SBBC will provide FIU with the following education records: High School Transcript, Unweighted High School GPA, and either SAT, ACT, or PERT test scores.

3. SBBC shall obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing education records to FIU pursuant to this Agreement.

**D. FIU Confidentiality of Education Records.**

1. Notwithstanding any provision to the contrary within this Agreement, FIU and SBBC shall:

a. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

b. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

c. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to

education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

d. safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with Family Educational Rights and Privacy Act's ("FERPA") privacy requirements;

e. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

f. upon each party's discovery of a breach of confidentiality of education records, notify the other party and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes. For SBBC: by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com);

g. fully cooperate with appropriate SBBC and FIU staff, including a Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

h. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC/FIU any direct costs incurred by SBBC/FIU for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

i. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

j. provide each other with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

k. securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

2. All education records from each party shall remain the property of that respective party, and the other party serves solely as custodian of such information pursuant to

this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at that respective party's request, return to that respective party or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide that respective party with a written acknowledgment of said disposition.

**E. Course Offerings.**<sup>1</sup> Dual enrollment courses for SBBC students are limited to those indicated in <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf> and SBBC Curriculum Bulletins. With the exception of Full-time Dual Enrollment/Early Admission, in order to ensure academic success, it is recommended that a student enroll in a maximum of two (2) courses (irrespective of DE delivery modality) each semester (excluding labs). Additional coursework, however, can be approved by the School District Office and FIU on an individual basis. (Please refer to the information on Full-time Dual Enrollment [below].)

**Special Note:** Courses offered through FIU's on campus program, can include some web-assisted components involving access to course materials and submission of assignments.

### **3.10 Full-time Dual Enrollment/Early Admission at a FIU campus.**

**A. Early Admission.** Early admission is a form of dual enrollment on the FIU campus(es). This type of dual enrollment allows eligible high school ascending Seniors to enroll at FIU on a full-time basis in courses that are creditable toward high school diplomas and college coursework. The two (2) semesters of college coursework are substituted for the Senior year of high school. A student must enroll in a minimum of 12 college credit hours per semester to participate in the early admission program; however, a student may not be required to enroll in more than 15 college credit hours per semester. Students enrolled pursuant to this subsection are exempt from the payment of registration, tuition, and laboratory fees. Eligibility criteria will be communicated by SBBC to prospective full-time dual enrollment students, including unweighted high school GPA of 3.5 and college readiness test score requirements; school principals, counselors, parent/guardians will need to authorize enrollment in FIU's full-time, early admission dual enrollment program.

### **3.11 Home Education Students.**

**A. Eligibility and Requirements.** An eligible home education student must provide proof of enrollment in a home education program. The student must be registered with the SBBC's Home School Office. For home education students born between January 1 and August 31, this Agreement will automatically terminate on the last day of Session Two (2) in the year of

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<sup>1</sup> The scope of this Agreement does not include non-degree seeking students who might be interested in taking courses at FIU as regular paying students.

said student's 18th birthday or on the last day of the student's participation in the home education program, whichever comes first. If the home education student was born between September 1 and December 31, enrollment under this Agreement will automatically terminate on the last day of Session Two (2) in the year immediately following said student's 18 birthday or on the last day of the student's participation in the home education program, whichever comes first. If a home education student will be dually enrolled in courses at FIU prior to his/her 16th birthday, enrollment under this Agreement shall automatically terminate two (2) years after its date of origination or, on the last day of the current session not to exceed two (2) consecutive years of academic instruction.

1. According to the Florida Department of Education's interpretation of the Florida Statute as articulated in its Frequently Asked Questions (source: <http://www.fldoe.org/core/fileparse.php/%205423/urlt/DualEnrollmentFAQ.pdf> ), a minimum GPA is not required for Home Educated Students. Students must earn, however, a 3.0 GPA or better in college-level work to maintain continued eligibility.

**B. Responsibility and Consent.** SBBC does not cover standard tuition or instructional materials for home education students enrolled in dual enrollment courses at a FIU campus or via online. Per S. 1007.271, F.S., home education students are no longer required to purchase their own instructional materials. FIU will fund and communicate the procedure to students. Home education students must be responsible for their own transportation to FIU. Home education students, and in the case of minors, their parents, must sign a home education articulation agreement with FIU.

**C. Dual Enrollment Transfer Guarantees.** Per S. 1007.271, F.S., Dual Enrollment Transfer Guarantees will be provided to home education students.

### 3.12 **Online Dual Enrollment.**

A. Per the Florida Department of Education's guidelines, there does not exist a distinction in the law between dual enrollment courses taught in a face-to-face format versus those offered online (see source:

<http://www.fldoe.org/core/fileparse.php/5423/urlt/DualEnrollmentFAQ.pdf>).

1. **Courses.** As part of FIU's dual enrollment program, eligible students would be able to enroll in FIU's online courses. The list of courses will be disseminated separately to SBBC per a written established deadline for fall, spring and summer terms. SBBC will confirm that the online courses satisfy credits for high school graduation as dual enrollment courses.

**Special Note:** In order to ensure academic success, it is recommended that students take a maximum of two (2) dual enrollment courses per semester (i.e.,



irrespective of mode of delivery [i.e., face-to-face at FIU campus(es) or online]). Additional coursework, however, can be approved by the School District Office and FIU on an individual basis.

2. **Eligibility.** The requirements for students to participate in an online dual enrollment courses follow the same FIU on-campus eligibility criteria, as articulated in Sections 3.03, A, 3 (“Required Documentation”) and 3.05 (“General Eligibility Criteria”) of the Agreement. *GPA waivers, extended to the off-campus dual enrollment program, will not be accepted for online courses.* (For more information, refer to Number 5 below.)
3. **Delivery Modality, Support, and Requirements.** Eligible students who enroll in the FIU online dual enrollment courses will conduct independently, on their own time, class and credit requirements. Thus, students would need to have available laptops, computers and/or other electronic device to be able to carry out the coursework. Hardware and operating systems’ compatibility will be defined prior to enrollment to ensure the students’ ability to participate in the online learning experience. On a case-by-case basis, FIU would consider offering online courses within the day-to-day school schedule, as requested by particular schools and/or the District, and as the deployment of such courses would be supported via technology and other resources. Refer to 3.12, B, below for more information.

A description of the services to support the online courses will be made available to students, including information on holding virtual office hours, posting course materials on the class website, etc. Electronic and/or telephone advising will be available per a contact information that will be provided to students by FIU Online.

FIU Online will implement security measures to ensure the integrity of the online deployment of the dual enrollment courses and the authenticity of the identity of the enrolled student.

4. **Online Dual Enrollment Course Announcement.** SBBC’s Secondary Learning will disseminate, as provided by FIU, online course announcements through its various communication channels.
5. **Registration and Enrollment Procedures.** *The online dual enrollment program will not allow the academic GPA waivers for participation in the program.* In accordance with the Agreement, SBBC is responsible for student recruitment and for verifying eligibility of students to participate in online dual enrollment courses.

Students must register and submit documents requested by FIU prior to registration and in accordance with registration deadlines and practices communicated by FIU.

6. **Class-size Enrollment.** In order to deploy quality online education, FIU will communicate to SBBC any online class-size applicable restriction. As such, it is important that students and schools submit all required documents within set deadlines to ensure access to registration.
7. **Withdrawal Procedures.** Withdrawal procedures are aligned with the on-campus dual enrollment procedure, as provided in Section 3.04 A, 1, of the Agreement. Online dual enrollment students will need to initiate the withdrawal process observing FIU's "Drop and Add" Period dates. The Registrar's Office must receive an official withdrawal from a dual enrollment courses(s) within the stipulated timeframe. Students who do not officially withdraw from a class may receive a failing grade. Such a failing grade does become a part of a student's permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid. All withdrawal deadlines will be communicated to students by the dual enrollment staff.

**Special Note:** While observing the "Drop and "Add period, it is recommendable that upon dropping an online course during short summer FIU terms, online dual enrollment students do not add a new online course(s) in view that online courses would have already been in progression.

8. **Learning Outcomes.** Online courses will be governed by the same student learning outcomes as established for the face-to-face on-campus courses held at FIU.
9. **Course Books and Materials.** SBBC will provide, free of charge, college books and instructional materials for online credit courses during the fall and spring terms only, on the same basis as books and instructional materials are provided to regular classes within SBBC. SBBC shall also provide the FIU student identification card free of charge to all students.
10. **Student Discipline.** While students are enrolled in FIU courses, including online courses, the FIU Student Conduct Code and other policies and regulations regarding academic and behavioral discipline, as contained in the FIU Student Handbook, shall apply.
11. **Online Policies, Regulations and Procedures.** The deployment of online courses will be governed by all FIU policies, regulations and procedures.

**B. Facilitated Dual Enrollment Online.** FIU has the capability to offer online courses that follow SBBC's academic calendar. These courses would be a collaborative effort with an FIU instructor and a school facilitator. If SBBC wishes to further pursue this model, this clause allows FIU and SBBC to use the facilitated dual enrollment online modality to support future specialized academies. The cost will be agreed upon, in writing, between FIU and SBBC prior to implementation.

### **3.13 Dual Enrollment Courses Offered at a Middle or High School Campus.<sup>2</sup>**

**A. Eligibility Requirements.** SBBC must ensure that students meet FIU eligibility requirements. FIU agrees to permit high school students enrolled in SBBC who have met the university's eligibility requirements, to dually enroll in regularly offered FIU courses at high schools. These courses will also meet the student's high school diploma requirements. Students' eligibility to participate in dual enrollment will be governed by **Appendix D**, which stipulates the courses that are available. *(This list is subject to change upon mutual consent of the FIU President or SBBC Superintendent or their designees)* Students participating in dual enrollment options must meet the following entrance eligibility requirements: (1) enrolled in a course of study which will fulfill requirements for high school graduation; (2) 3.0 unweighted high school GPA; (3) standardized college placement score indicating college-readiness, such as the PERT and discipline-specific exams such as ALEKS for Mathematics; (4) satisfy any course prerequisites; and (5) meet any additional criteria set by FIU and as agreed upon in writing by both Parties.

1. FIU and SBBC are committed to ensuring student success, while providing access to accelerated educational opportunities. *As long as students achieve, and maintain, a GPA of 3.0 or better in FIU college-level coursework and a 3.0 unweighted GPA in their high school academic work, students will be allowed to continue in the dual enrollment program.* This GPA requirement extends alike to on- and off-campus FIU dual enrollment. Any student who earns a grade lower than a 'C' in any one (1) dual enrollment course will, however, not be allowed to continue participating in the dual enrollment program.
2. Special dual enrollment credit courses, *as applicable*, may have admission and eligibility requirements that differ from those stated above.

**B. Enrollment Procedures.** The SBBC is responsible for student recruitment and for allowing qualifying students to participate in FIU's dual enrollment courses offered directly at high schools. Students and their parents will meet with school personnel to complete a dual enrollment form as a way to agree to participate in the dual enrollment program. School personnel will provide the appropriate application forms and eligibility information to students

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<sup>2</sup> While section 3.13 mainly focuses on Dual Enrollment offered at high schools, on a case-by-case basis, FIU could credential middle school instructors to teach FIU college-level courses if they meet all requirements. If such is the case, then clauses under this section would also be applicable.

and parents. Students may enter or leave the program only at the start of a term in August or January. Students are limited to the courses listed in **Appendix D**.

In terms of eligibility, exceptions may be made pursuant to s. 1007.271(3), F.S., by means of an SBBC Waiver Form. Academic waivers can be extended to students with unweighted GPA between 2.7 and 2.99 for the FIU high school campus enrollment program, *contingent on additional educational support provided to students by SBBC who receive such waiver* (refer to information below). High schools must report waivers to FIU at the beginning of each term by submitting student rosters reflecting the students' unweighted GPAs. Schools will be informed by FIU and the SBBC's Secondary Learning of the process for submitting these rosters to FIU at the beginning of each semester. As requested, this information will be shared with SBBC, as well as, any study or data generated that focuses on student achievement by those receiving waivers.

1. **Assessment of Impact of Waivers.** In order to ensure student success and achievement, the extension of waivers will be assessed on a regular basis by FIU. Thus, the submission of data by high schools on a timely manner is imperative and required. The waivers will only be allowed in the case that SBBC provides additional support to students to ensure their success. This support can take the form, for example, of tutorials or the implementation by SBBC of a mentorship program.

*FIU has the prerogative to cancel either temporarily or modify the extension of waivers if the SBBC data collected and submitted to FIU indicate that the waivers do not support student achievement and success.*

**C. Marketing and Other Operational Matters.** FIU and the SBBC will work collaboratively to market the programs, provide staff development, transition students, evaluate courses and assess overall results.

**D. Guidance.** FIU and the SBBC will work collaboratively to provide guidance and monitor dually enrolled students.

**E. Teacher Credentialing.** In accordance with FIU faculty credentialing requirements, a college-level instructor must have at least a master degree in the teaching discipline or a master degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). (Refer to **Appendix E**.) High schools requesting to teach a dual enrollment course should send the name of the course requested, proposed instructors' curricula vitae, and official transcripts to FIU's APA dual enrollment staff. The credentialing and course approval process for dual enrollment courtesy appointment lecturers occurs in the academic unit. SBBC must follow FIU's APA's dual enrollment guidelines and meet deadlines for course requests and student registration period. Qualified teachers will receive courtesy appointments to teach college-level courses at the high schools under the supervision of the pertinent FIU academic unit. Courtesy appointments do not receive financial compensation from FIU.

1. Per s. 1007.271, F.S., each courtesy lecturer credentialed by FIU must provide a copy of the current syllabus for each course taught to the FIU department chair, before the start of each term. The content of each syllabus must meet the same standards required for all college-level courses offered by FIU.
2. In the case that a credentialed instructor is expected to go on leave for whatever reason, SBBC will notify FIU with ample time, ideally, a semester prior to the leave, to allow other resources to be identified to replace the courtesy lecturers.

**F. Evaluation.** Dual enrollment courses taught directly at high schools will need to abide by the following terms: 1) the evaluation of the courtesy appointment instructor by FIU, and 2) the submission of artifacts of student work for FIU evaluation purposes (as part of the University Core Curriculum course assessment required by SACSCOC). FIU mentors shall collect from the courtesy appointment lecturer at the high school a sample of the completed artifacts per the FIU college and/or school requirements of all course enrollment across all sessions (periods) taught, including random sample(s) from each session. In addition, Florida Statute, as modified by Chancellor's Memorandum, CM-95-06, requires that every course taught by FIU must be evaluated by its students. The results of eight (8) of the questions in the Student Assessment of Instruction must be made public and may be accessed through FIU's website. The results of the remaining 11 questions and the student comments are not made public and are available only to the instructor, the FIU department chair, and any others from FIU involved in the Professional Development, Mentoring, and Oversight Program.

**G. Professional Development, Mentoring, and Oversight.** FIU has instituted a Professional Development, Mentoring, and Oversight Dual Enrollment Program to ensure the courtesy lecturers are prepared to teach an FIU course. FIU will use some, or all, of the oversight activities listed below to determine any additional needed professional development and/or mentoring: a) announced classroom visitation (observation of teaching and structured feedback using rubrics), b) review of syllabi (examining syllabi for all FIU specified components to ensure that syllabi provide sufficient details to students including plagiarism and academic misconduct policy), c) review of other teaching materials (PowerPoints, handouts, lesson plans or lecture notes, use of primary and secondary sources, etc.), d) assessment of student learning (rubrics used for each type of student assignment and feedback provided to students for improvement-graded and ungraded student work), and, e) review of exams/quizzes, and other types of student assessment (student artifacts like homework, electronic or paper portfolios, essays, reports, term papers, oral and/or video recordings of student performance). For purposes of assessment processes, the courtesy lecturer will need to save two (2) years' worth of student papers and exams as these may need to be collected for an on-campus review.

1. **Dual Enrollment Faculty Mentor Handbook.** FIU has developed a guide to support the oversight activities of FIU-assigned faculty mentors. These mentors provide academic oversight and coaching feedback to credentialed courtesy lecturers delivering FIU courses at high schools.

2. **FIU Professional Development Training.** Courtesy appointment lecturers teaching FIU dual enrollment courses at high schools are required to participate in two (2) annual professional development training programs, as these training opportunities become available on FIU's campus or FIU-designated venue.

- a. Training, on an optional basis, will be provided to SBBC's counselors and Dual Enrollment coordinators within the annual training forums held for courtesy appointment lecturers.

**H. Student Safety and Security.** High schools are responsible for developing policies and procedures to ensure the safety and security of students. Students must be made aware of all procedures and contingency plans in case of emergency situation(s).

**I. Physical Facilities:** In order to effectively deploy the dual enrollment program at high schools, SBBC must operate and maintain physical facilities that appropriately serve the needs of the dual enrollment program, support services, and other program-related activities. SBBC will be responsible for all expenses related to the infrastructure, equipment, information technology systems, hardware and software, and corresponding repair, maintenance and upgrades thereof. As necessary, FIU will recommend improvement strategies in writing to SBBC. FIU and SBBC will work together to set a timeline for the successful implementation of improvement strategies.

**J. Library Resources:** To support the learning experience, FIU will extend library resources to its off-campus dual enrollment students via FIU online library resources and databases.

**K. Advising Services.** Depending on availability of resources, FIU will offer academic advising to dual enrollment students, collaborating closely with guidance counselors of schools.

**L. Academic Grievance.** Refer to 3.07 for more information.

**M. Course Syllabus.** All dual enrollment courses taught at high schools will follow FIU's course outline(s) and the same procedures for courses taught on the FIU campus(es).

1. All dual enrollment courtesy lecturers are required to provide students with course syllabi. Syllabi must contain (at minimum) the following information:
  - the course name, course and section numbers, course description, course objectives and learning outcomes, prerequisites and co-requisites (if any), and semester and year offered;
  - the instructor's name, telephone number, e-mail address, department or school,

- office location and office hours;
- required purchases, *as applicable*, including texts (including ISBN), lab supplies, artistic supplies, professional and ancillary items;
- a tentative outline including major topics, anticipated dates of assignments, performances, artistic submissions, &/or exams;
- performance measures that will be considered for evaluation in awarding final grades;
- any policies of the instructor and/or department that may impact a student's enrollment or final grade;
- how the final grade is to be calculated (please review information below on FIU's revised grading scale); and,
- attendance standards, if required.

2. **FIU Revised Grading Scale as of Fall 2016:**

**Grade Points Per Credit Hour:**

|    |      |
|----|------|
| A  | 4.00 |
| A- | 3.67 |
| B+ | 3.33 |
| B  | 3.00 |
| B- | 2.67 |
| C+ | 2.33 |
| C  | 2.00 |
| D  | 1.00 |
| F  | 0.00 |

**Special Note:** While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in high school secondary courses, which some parents may consider advanced for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

**N. Dual Enrollment Off-site Schools Course Limitation.** In keeping with the notification requirements of SACSCOC's Substantive Change Policy, FIU can offer less than 49 percent (57 credits) of degree programs through its SBBC partner schools. No more than 19 different course titles may be offered on a high school campus over a three- (3) year period. Several sections of the same SBBC course are only counted as one (1) offering. Adherence to the course limitation policy would be strictly monitored by FIU's APA's Dual Enrollment staff. Any breach of this policy could signal the termination of the Agreement.

**O. Restriction.** In order to comply with Section 1007.271, Florida Statutes, dual enrollment courses taught on a school campus may not be combined with any non-college credit high school course. Through the SBBC's communication system, SBBC's Office of Academics will annually notify schools, in writing, that dual enrollment courses cannot be combined with any non-college credit high school course. The written communication will be sent to APA once it has been disseminated for APA's records. On a semester's basis, high school principals must attest in writing that dual enrollment courses are not being combined with any non-college, credit high school course. The attestation must be sent to FIU's APA's Dual Enrollment staff within the timetable and procedure established and communicated to the principals. Refer to Compliance Attestation Form in **Appendix F**.

**P. Credits.** Credits and grade points will be assigned according to policies established by FIU and SBBC based on State statutes.

- 1. Transmission of Student Grades in Dual Enrollment Courses.** All students enrolled in dual enrollment classes will be graded on the same basis as other college students in the same courses. Students participating in FIU dual enrollment courses at high schools will receive grades and credit for their college work. These grades and credits are posted on the college transcript. Dual enrollment course grades become part of a student's permanent college and high school transcript and are calculated into the student's permanent postsecondary GPA maintained by FIU. Entering students' grades is the responsibility of the FIU courtesy lecturers or FIU adjunct instructors/faculty.

**Q. Class Size.** FIU has set maximum number of students allowed in Dual Enrollment courses. Maximum class size is found on the current listing of approved course offerings for SBBC high schools. (Refer to **Appendix D**.) The requirement must be met. High schools must provide, in writing, on a semester's basis to APA the number of sections offered based on class rolls. This information must be provided prior to the implementation of sections. *FIU has the prerogative to cancel any course(s) that breach the class size requirements.*

### **3.14 Joint Responsibilities Accelerated Mechanisms.**

**A.** FIU and SBBC warrant and agree that all dual enrollment courses shall meet the provisions of the current State of Florida laws and regulations. FIU and SBBC shall establish budgetary procedures to support specialized dual enrollment programs that will include the following provisions:

- 1.** Students enrolled in dual enrollment may be included in the calculation of full-time student membership of the basic program of grades six (6) -12 by SBBC.
- 2.** Students enrolled in dual enrollment instruction may be counted as full-time equivalent by FIU.



3. Dual enrollment college credit will transfer to any Florida public college or university offering a course with the same prefix and number and must be treated as though taken at the receiving institution. If students do not, upon high school graduation, attend the same Florida college or university where they earned the dual enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Students and parents need to be informed of this caveat.

**B.** When a student with special needs has been accepted into the dual enrollment program at FIU and attends dual enrollment courses on a SBBC site, SBBC will cover the cost of the provision of the accommodations determined necessary per the Exceptional Student Education/Americans with Disabilities Act (“ESE/ADA”) (according to the student's Individual Education Plan or 504 Plan).

When a student with special needs has been accepted into the dual enrollment program at FIU and attends dual enrollment courses on the FIU campus, the student must register with FIU’s Disability Resource Center (DRC) to coordinate academic accommodations.

Accommodations are determined on a case-by-case basis and vary based on the faculty course design. Each and every semester, students with special needs are provided the opportunity to request or decline the provision of academic accommodations. Students must complete and submit the Notification of Academic Accommodations form to the DRC. This form and additional information about DRC services are available at: <http://studentaffairs.fiu.edu/get-support/disability-resource-center/request-accommodations/index.php>

**3.15 Transportation.** All students must provide their own transportation to an FIU campus.

#### **ARTICLE 4 - GENERAL CONDITIONS**

**4.01 No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

**4.02 No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third Party person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third Party by this Agreement. The Parties agree that there are no third Party beneficiaries to this Agreement and that no third Party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of any contract.

**4.03 Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

**4.04 Termination.** This Agreement may be cancelled with or without cause by any Party during the term hereof upon 30 days' written notice to the other Party of its desire to terminate this Agreement. Any student enrolled at the time of termination would be permitted to complete the class in which he/she is enrolled.

**4.05 Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

**4.06 Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. This agreement supersedes any other agreement.

**4.07 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

**4.08 Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**4.09 Waiver.** The Parties agree that each requirement, duty and obligation set forth herein are substantial and important to the formation of this Agreement, and therefore, are material terms hereof. (Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.) A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**4.10 Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. This Agreement will be amended, as necessary, to comply with regulations or policies of FIU, the State of Florida, the Florida Board of Governors and/or SACSCOC, as they might be revised from time to time.

**4.11 Governing Law.** This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Miami-Dade County or Broward County, Florida. FIU is subject to s. 1007.271, F.S. regarding dual enrollment. Each party is responsible for its own attorney fees.

**4.12 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**4.13 Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC and FIU.

**4.14 Force Majeure.** If, as a result of an act of *force majeure*, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality or other occurrence beyond the reasonable control of either organization, either SBBC or FIU is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that organization shall have the right, upon notifying the other of the occurrence of *force majeure* as herein defined, to suspend or postpone performance of the activity until the event of the *force majeure* has passed. In the event that either SBBC or FIU is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of educational programs and services, FIU and SBBC would have at least one (1) month to coordinate the resumption of activities per this Agreement. In no event shall a lack of funds on the part of either Party be deemed a *force majeure*.

**4.15 Place of Performance.** All obligations of SBBC and FIU under the terms of this Agreement are reasonably susceptible of being performed in Miami-Dade and Broward Counties, Florida, and shall be payable and performable in Miami-Dade and Broward Counties, Florida.

**4.16 Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement and shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**4.17 Use of Logos and Brands.**

**A.** Except as otherwise authorized in writing by FIU, SBBC shall do business in its own name and shall not trade upon the name or credit of FIU. All brochures, advertisements, website materials, or other solicitations for the dual enrollment program that include reference to FIU, regardless of medium and language, shall be subject to FIU's *prior* written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of the dual enrollment program. The Parties agree that upon FIU's request, any information presented by the other Party in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used, shall be immediately retracted and/or withdrawn. This Agreement confers no rights upon SBBC to use the logos, marks and likeness of FIU in any advertising except as authorized by FIU in writing.

**B.** Except as otherwise authorized in writing by SBBC, FIU shall do business in its own name and shall not trade upon the name or credit of SBBC. All brochures, advertisements, website materials, or other solicitations for the program that include reference to the SBBC shall be subject to SBBC's *prior* written approval. This Agreement confers no rights upon FIU to use the logos, marks and likeness of SBBC in any advertising other than for the dual enrollment program and in a manner consistent with the provisions of this paragraph.

**C.** Neither FIU nor SBBC may use the SACSCOC logo. The use of this logo is reserved exclusively for SACSCOC.

**4.18 Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

**To SBBC:**

Superintendent of Schools  
The School Board of Broward County, Florida  
600 S.E. Third Avenue  
Ft. Lauderdale, FL 33301

With a copy to:

Chief Academic Officer  
The School Board of Broward County, Florida  
600 S.E. Third Avenue  
Ft. Lauderdale, FL 33301

And a copy to:

School Board General Counsel  
The School Board of Broward County, Florida  
600 S.E. Third Avenue  
Ft. Lauderdale, FL 33301

**To FIU:**

Mark B. Rosenberg, Ph.D.  
President  
Florida International University  
Modesto A. Maidique Campus  
Office of the President  
11200 S.W. 8<sup>th</sup> Street, PC 528  
Miami, Florida 33199

With a copy to:

Jorge Zumaeta, Ph.D.  
Senior Director  
Florida International University  
Modesto A. Maidique Campus  
Office of Academic Planning and  
Accountability – Dual Enrollment  
11200 S.W. 8<sup>th</sup> Street, MARC 251  
Miami, Florida 33199

**4.19** **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**4.20** **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

## **ARTICLE 5 - BACKGROUND SCREENING**

**5.01     Screening.** Dual enrollment students attending courses at FIU are deemed to be post-secondary students under the Florida Department of Education’s interpretation of the Jessica Lunsford Act. FIU agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. Under this Agreement, FIU personnel will not require access to SBBC school grounds nor require direct contact with SBBC school students beyond the scope of its post-secondary curriculum delivered at an FIU classroom facility or at an offsite high school. If FIU assigns FIU professors and/or credentialed adjuncts to teach FIU dual enrollment courses offsite directly at high school campuses, FIU will conduct a background check, as appropriate.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

The individuals below sign this Agreement on behalf of their respective Parties and represent and warrant that they have the requisite authority to bind their respective Parties.

**FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:**

**THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA:**

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
**Office of the General Counsel**

**FOR THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES,**  
**MIAMI, FLORIDA:**

**THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES,  
MIAMI, FLORIDA:**

By: \_\_\_\_\_  
Elizabeth M. Bejar, Ph.D.  
Vice President for Academic Affairs

Date: \_\_\_\_\_

*APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:*

By: \_\_\_\_\_

Rafael G. Prohias  
Senior University Counsel

Date: \_\_\_\_\_

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chooses to Use a Secretary's Attestation or Two (2) Witnesses.**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

He/ She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification  
My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



**Enclosures:**

**Appendix A:** Dual Enrollment Transfer Guarantees

**Appendix B:** Dual Enrollment Course High School Subject Area  
Equivalency List

**Appendix C:** Dual Enrollment Formal Grievance Form

**Appendix D:** : FIU Dual Enrollment Class List

**Appendix E:** FIU Qualified Faculty Requirements

**Appendix F:** Compliance Attestation

## **APPENDIX A**

### **DUAL ENROLLMENT TRANSFER GUARANTEES**

The dual enrollment program is an opportunity to take challenging courses and accelerate education opportunities. With hundreds of dual enrollment courses available, there is great potential to further engage and motivate students to pursue academically rigorous courses that capture their interests. Successful completion of dual enrollment courses allows eligible school students to simultaneously earn high school core or elective credit and postsecondary credit toward a career certificate, an associate degree, or a baccalaureate degree.

Dual enrollment courses will receive the same weighting for the high school grade point average as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certificate of Education (AICE) courses. In addition, dual enrollment courses that meet core state university admission requirements in English/Language Arts, Mathematics, Natural Sciences, Social Sciences, or World languages shall receive the same weighting as AP, IB, and AICE courses in the calculation of the high school grade point average used for admission decisions.

Students should understand, however, that dual enrollment courses are college-level courses, and the amount of work and rigor of content in dual enrollment courses may be much greater than in high school courses. In addition, dual enrollment course grades become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary grade point average. Poor performance in dual enrollment courses may affect university admissions and financial aid. It is important to do well in these courses to realize the benefits of dual enrollment.

Course selection is important for the dual enrollment student since different programs at a college require different courses to complete the certificate or degree. By choosing courses wisely, students can reduce the time it takes to complete a program after high school graduation. Some students are even able to complete their college certificate or degree at the same time they graduate from high school. Students who don't know what they want to study in college should consult with an advisor to consider focusing on completing general education requirements in communications, mathematics, social sciences, natural sciences, and humanities. All degree programs require general education coursework and, while there is some variation from institution to institution, there are general education courses that are common among most, if not all, institutions.

Florida dual enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Numbering System course number, and must be treated as though taken at the receiving institution. However, if students do not attend the same Florida college or university where they earned the dual enrollment credit the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Private and out-of-state colleges and universities may or may not grant college credit for courses taken through dual enrollment.

*July 2012*

## **APPENDIX B**

### **DUAL ENROLLMENT COURSE - HIGH SCHOOL SUBJECT AREA EQUIVALENCY LIST**

Please refer to <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf> to access the Dual Enrollment Course - High School Subject Area Equivalency List.

Eligible dual enrollment courses for qualified SBBC students, with the exception of the special programs described in this inter-articulation agreement, are as follows:

Courses on the Florida Department of Education Dual Enrollment Course -High School Subject Area Equivalency List that meet the following criteria:

transfer to the high school as 0.5 or 1.0 credit, and satisfy a high school graduation requirement in English, Social Studies, Science, or Mathematics, or transfer to the high school as 0.5 or 1.0 credit, and satisfy an elective high school graduation requirement in music, art, or foreign language (provided the foreign language is either Russian, Spanish, Arabic, French, Chinese, (the official languages of the United Nations) or American Sign Language.

It is recommended that SBBC students enroll in a maximum of two (2) dual enrollment courses per semester. This term applies also to on-campus enrollment including online courses. Additional coursework, however, can be approved by the School District Office and FIU on an individual basis.

**APPENDIX C**  
**Dual Enrollment**  
**Formal Grievance Form**

**THIS SECTION IS TO BE COMPLETED BY THE STUDENT**

|                                           |                        |
|-------------------------------------------|------------------------|
| STUDENT NAME: _____                       | PANTHER ID #: _____    |
| MAILING ADDRESS: _____                    |                        |
| City: _____                               | State: _____ Zip _____ |
| PHONE NUMBER: _____                       | E-MAIL ADDRESS: _____  |
| COLLEGE: _____                            |                        |
| DEPARTMENT: _____                         |                        |
| MAJOR: _____                              |                        |
| DATE OF INITIAL INFORMAL GRIEVANCE: _____ |                        |

*The signatures below indicate that the informal process has occurred without satisfactory resolution.*

|  |                        |
|--|------------------------|
|  | _____                  |
|  | Student                |
|  | _____                  |
|  | Department Chairperson |
|  | _____                  |
|  | Dean or designee       |

**MUST BE COMPLETED BY STUDENT**

|                                                                                       |
|---------------------------------------------------------------------------------------|
| <b>PLEASE MARK DISPUTE THAT APPLIES TO YOUR GRIEVANCE</b>                             |
| Remember, the dispute must fall within the scope of the (5) five issues listed below: |

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1) Unprofessional conduct by a professor which adversely affects either a student's ability to satisfy academic expectations, whether in the classroom, the field, or a lab, or the student's actual performance;</li> <li>2) Improper admission counseling;</li> <li>3) Improper counseling by an adviser;</li> <li>4) Arbitrary grading for coursework, comprehensive examination, thesis or dissertation; and</li> <li>5) Arbitrary non-renewal of a graduate assistantship or arbitrary dismissal from a course or program.</li> </ol> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>PLEASE DESCRIBE YOUR GRIEVANCE.</b> <i>Attach any additional information that you consider pertinent to your case.</i></p> <p>_____</p> <p>_____</p> <p>_____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*Notifications Indicating Receipt of Grievance and Date of Grievance Hearing*

|                                                                            |             |
|----------------------------------------------------------------------------|-------------|
| CERTIFIED LETTER SENT TO STUDENT: _____                                    | Date: _____ |
| CERTIFIED LETTER SENT TO PROFESSOR: _____                                  | Date: _____ |
| Date of Notification of Grievance Hearing: Student: _____ Professor: _____ |             |

|                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>RECOMMENDATION OF THE GRIEVANCE COMMITTEE:</b></p> <p style="text-align: center;">_____ Supports grievance      _____ Does not support grievance</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|

**APPENDIX C (Continuation)**

**Dual Enrollment  
Formal Grievance Form**

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Chairperson Signature

GRIEVANCE COMMITTEE MEMBERS:  
\_\_\_\_\_  
\_\_\_\_\_

**ACTION BY THE FACULTY FELLOW FOR ACADEMIC INTEGRITY:**

\_\_\_\_\_ Supports Committee's recommendation      \_\_\_\_\_ Does not support Committee's recommendation

\_\_\_\_\_ Signature of Fellow

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

**APPEAL TO THE PROVOST:** Yes \_\_\_\_\_ No \_\_\_\_\_

**FINAL DISPOSITION BY PROVOST:** Supports Fellow's recommendation: \_\_\_\_\_ Yes      \_\_\_\_\_ No

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

Date of Notification of Final Disposition: Student: \_\_\_\_\_ Professor: \_\_\_\_\_

## APPENDIX D

### FIU DUAL ENROLLMENT CLASS LIST UPDATED as of 07/2018 (\*WITH NOTES)

**(Note:** *This list is applicable to FIU's Off-Campus Dual Enrollment and is subject to change.*)

| DUAL ENROLLMENT CLASS LIST                                                 | FIU CREDITS | HIGH SCHOOL | BRIGHT FUTURES <sup>3</sup> | CAP                               | RECOMMENDED LEVEL     | CORE CURRICULUM |
|----------------------------------------------------------------------------|-------------|-------------|-----------------------------|-----------------------------------|-----------------------|-----------------|
| AFA 2004 – BLACK POPULAR CULTURE GLOBAL DIMENSIONS (*FIU ADJUNCT TEACHING) | 3           | 0.5         | X                           | TBA                               |                       | UCC             |
| AFH 2000 – AFRICAN CIVILIZATIONS                                           | 3           | 0.5         | EL                          | TBA                               |                       | UCC             |
| AMH 2010 - AMERICAN HISTORY 1607-1850                                      | 3           | 0.5         | AH                          | 35                                | 11th-12 <sup>th</sup> | UCC             |
| AMH 2020 - AMERICAN HISTORY INTRODUCTORY SURVEY SINCE 1877                 | 3           | 0.5         | AH                          | 35                                | 11th-12 <sup>th</sup> | UCC             |
| ART 1201C – 2-D DESIGN                                                     | 3           | 0.5         | PF                          | adequate studio space per student |                       |                 |
| ART 1203C – 3-D DESIGN                                                     | 3           | 0.5         | PF                          | adequate studio space per student |                       |                 |
| ART 2300C - BEGINNING DRAWING                                              | 3           | 0.5         | PF                          | adequate studio space per student |                       |                 |
| ART 2500C - BEGINNING PAINTING                                             | 3           | 0.5         | PF                          | adequate studio space per student |                       |                 |
| ART 2701C –BEGINNING SCULPTURE                                             | 3           | 0.5         | PF                          | TBA                               |                       |                 |
| ART 2705C –BEGINNING FIGURE SCULPTURE                                      | 3           | 0.5         | X                           | TBA                               |                       |                 |
| ART 2750C - BEGINNING CERAMICS                                             | 3           | 0.5         | PF                          | adequate studio space per student |                       |                 |
| CCJ 2020 – CRIMINAL JUSTICE                                                | 3           | 0.5         | X                           | 30-35                             | 11th-12th             |                 |
| CGS 2060 - INTRODUCTION TO MICROCOMPUTERS                                  | 3           | 0.5         | EL                          | one computer per student          | 10th grade and higher |                 |
| CGS 2518 - COMPUTER DATA ANALYSIS                                          | 3           | 0.5         | X                           | one computer per student          | 10th grade and higher | UCC             |
| CHI 1130 – CHINESE I                                                       | 5           | 1           | FL                          | TBA                               |                       |                 |
| CHI 1131 – CHINESE II                                                      | 5           | 1           | FL                          | TBA                               |                       |                 |
| CHI 2200 – INTERMEDIATE CHINESE I                                          | 3           | .5          | x                           | TBA                               |                       |                 |
| CHI 2201 – INTERMEDIATE CHINESE II                                         | 3           | .5          | FL                          | TBA                               |                       |                 |

<sup>3</sup> To access Bright Futures' acronyms double click on [https://www.osfaffelp.org/bfiehs/fnbpcm02\\_CCTMain.aspx](https://www.osfaffelp.org/bfiehs/fnbpcm02_CCTMain.aspx) . "X" indicates no Bright Futures.

| DUAL ENROLLMENT CLASS LIST                                                 | FIU CREDITS | HIGH SCHOOL    | BRIGHT FUTURES <sup>3</sup> | CAP                      | RECOMMENDED LEVEL     | CORE CURRICULUM |
|----------------------------------------------------------------------------|-------------|----------------|-----------------------------|--------------------------|-----------------------|-----------------|
| CLP 2001 – PERSONAL ADJUSTMENT (PSYCHOLOGY)                                | 3           | 0.5            | EL                          | TBA                      |                       |                 |
| COP 1000 -INTRODUCTION TO COMPUTER PROGRAMMING                             | 3           | 0.5            | VO                          | one computer per student | 10th grade and higher |                 |
| COP 2210 – COMPUTER PROGRAMMING I                                          | 4           | 0.5            | VO                          | one computer per student | 10th grade and higher | UCC             |
| CPO 2002 – INTRODUCTION TO COMPARATIVE POLITICS                            | 3           | 0.5            | EL                          | TBA                      |                       | UCC             |
| DEP 2000 - HUMAN GROWTH AND DEVELOPMENT                                    | 3           | 0.5            | EL                          | 35                       | 11th-12th             | UCC             |
| ECO 1000 – INTRODUCTION TO ECONOMICS                                       | 3           | 0.5            | EC                          | TBA                      |                       |                 |
| ECO 2013 - PRINCIPLES OF MACROECONOMICS                                    | 3           | 0.5            | EC                          | 35                       | 11th-12th             | UCC             |
| ECO 2023 - PRINCIPLES OF MICROECONOMICS                                    | 3           | 0.5            | EC                          | 35                       | 11th-12th             | UCC             |
| EDF 1005 - INTRODUCTION TO EDUCATION                                       | 3           | 0.5            | VO                          | 30-35                    | 11th-12th             |                 |
| EDF 2085 - TEACHING DIVERSE POPULATIONS                                    | 3           | 0.5            | EL                          | 30-35                    | 11th-12th             |                 |
| EGN 1110C – ENGINEERING DRAWING (*FIU ADJUNCT TEACHING)                    | 3           | 0.5            | X                           | TBA                      |                       |                 |
| EGS 1041 - TECHNOLOGY, HUMAN and SOCIETY                                   | 3           | 0.5            | X                           | 35                       | 10th grade and higher | UCC             |
| ENC 1101 - WRITING AND RHETORIC I                                          | 3           | 1              | EN                          | 25                       | 11th-12th             | UCC             |
| ENC 1102 - WRITING & RHETORIC II (Prerequisites: ENC1101 or equivalent)    | 3           | 1              | EN                          | 25                       | 11th-12th             | UCC             |
| ENG 2012 - APPROACHES TO LITERATURE (Prerequisites: ENC1101 and ENC1102)   | 3           | 0.5            | EN                          | 35                       | 11th-12th             | UCC             |
| ENT 1000 - INTRODUCTION TO ENTREPRENEURSHIP                                | 3           | 0.5            | X                           | TBA                      | 10th -12th grade      |                 |
| EUH 2011 – WESTERN CIVILIZATION: EARLY EUROPEAN CIVILIZATION               | 3           | 0.5            | EL                          | 35                       | 11th-12 <sup>th</sup> | UCC             |
| EUH 2021 - WESTERN CIVILIZATION: MEDIEVAL TO MODERN EUROPE                 | 3           | 0.5            | EL                          | 35                       | 11th-12 <sup>th</sup> | UCC             |
| EUH 2030 - WESTERN CIVILIZATION: EUROPE IN THE MODERN ERA                  | 3           | 0.5            | EL                          | 35                       | 11th-12 <sup>th</sup> | UCC             |
| EVR 1001 – INTRODUCTION TO ENVIRONMENTAL SCIENCE (*FIU ADJUNCT TEACHING)   | 3           | 1 <sup>4</sup> | SC                          | TBA                      |                       | UCC             |
| EVR 1001L – ENVIRONMENTAL SCIENCE LAB (*FIU ADJUNCT TEACHING) <sup>5</sup> | 1           | 0              | N/A                         | TBA                      |                       | UCC             |
| FRE 1130 – FRENCH I                                                        | 5           | 1              | FL                          | TBA                      |                       |                 |
| FRE 1131– FRENCH II                                                        | 5           | 1              | FL                          | TBA                      |                       |                 |
| FRE 2200 – INTERMEDIATE FRENCH                                             | 3           | .5             | FL                          | TBA                      |                       |                 |

<sup>4</sup> Course = Earns 1 Science HS Credit only when taken in conjunction with corresponding lab course; otherwise it is 0.5 HS Science credit.

<sup>5</sup> \*FIU ADJUNCT TEACHING indicates that the course needs to be taught by a FIU Faculty.

| DUAL ENROLLMENT CLASS LIST                                                                                                                                                            | FIU CREDITS | HIGH SCHOOL | BRIGHT FUTURES <sup>3</sup> | CAP | RECOMMENDED LEVEL       | CORE CURRICULUM |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-----------------------------|-----|-------------------------|-----------------|
| FRE 2241 – INTERMEDIATE FRENCH CONVERSATION                                                                                                                                           | 3           | .5          | FL                          | TBA |                         |                 |
| GEB 2011 – INTRODUCTION TO BUSINESS                                                                                                                                                   | 3           | 0.5         | VO                          | TBA | 10th grade and higher   |                 |
| IDC 1000 – COMPUTER SCIENCE FOR EVERYONE                                                                                                                                              | 3           | 0.5         | X                           | TBA |                         |                 |
| INR 2001 – INTRODUCTION TO INTERNATIONAL RELATIONS                                                                                                                                    | 3           | 0.5         | EL                          | TBA |                         | UCC             |
| ITA 1130 – ITALIAN I                                                                                                                                                                  | 5           | 1           | FL                          | TBA |                         |                 |
| ITA 1131 – ITALIAN II                                                                                                                                                                 | 5           | 1           | FL                          | TBA |                         |                 |
| ITA 2200 – INTERMEDIATE ITALIAN                                                                                                                                                       | 3           | 0.5         | FL                          | 30  | 11th-12th* <sup>6</sup> |                 |
| ITA 2240 – ITALIAN INTERMEDIATE CONVERSATION                                                                                                                                          | 3           | 0.5         | FL                          | 25  | 11th-12th*              |                 |
| LAH 2020 - LATIN AMERICAN CIVILIZATION                                                                                                                                                | 3           | 0.5         | EL                          | 35  | 11th-12 <sup>th</sup>   | UCC             |
| LIT 1000 – INTRODUCTION TO LITERATURE                                                                                                                                                 | 3           | 1           | EN                          | TBA |                         | UCC             |
| MAC 1105 - COLLEGE ALGEBRA                                                                                                                                                            | 3           | 1           | MA                          | 35  | 11th-12th               | UCC             |
| MAC 1114 – TRIGONOMETRY (Prerequisites: (MAC1105 or appropriate score on placement exam for students with no prior college-level coursework in mathematics))                          | 3           | 1           | MA                          | 35  | 11th-12th               | UCC             |
| MAC 1140 - PRECALCULUS ALGEBRA (Prerequisites: (MAC1105 or appropriate score on placement exam for students with no prior college-level coursework in mathematics))                   | 3           | 1           | MA                          | 35  | 11th-12th               | UCC             |
| MAC 1147 – PRE-CALCULUS ALGEBRA AND TRIGONOMETRY (Prerequisites: MAC 1105 or appropriate score on placement exam for students with no prior college-level coursework in mathematics)) | 4           | 1           | MA                          | 35  | 11th-12th               | UCC             |
| MAC 2311 - CALCULUS I (Prerequisites: MAC1147 or MAC1140 and MAC1114 or appropriate score on placement exam for those students with no prior coursework in math)                      | 4           | 1           | MA                          | 35  | 11th-12th               | UCC             |
| MUL 1010 - MUSIC LIT/APPRECIATION                                                                                                                                                     | 3           | 0.5         | PF                          | TBA | 11th-12th               | UCC             |
| PEM 2101 - FOUNDATIONS OF FITNESS                                                                                                                                                     | 3           | 0.5         | X                           | TBA | 10th grade and higher   |                 |
| POR 1130 Portuguese I                                                                                                                                                                 | 3           | 1           | FL                          | TBA |                         |                 |
| POR 1131 Portuguese II                                                                                                                                                                | 3           | 1           | FL                          | TBA |                         |                 |
| POR 2200 Intermediate Portuguese                                                                                                                                                      | 3           | .5          | x                           | TBA |                         |                 |
| POR 2340 Portuguese for Heritage Speakers I                                                                                                                                           | 3           | .5          | x                           | TBA |                         |                 |
| POR 2341 Portuguese for Heritage Speakers II                                                                                                                                          | 3           | .5          | x                           | TBA |                         |                 |
| POS 2041 - AMERICAN GOVERNMENT                                                                                                                                                        | 3           | 0.5         | AG                          | 35  | 11th-12th               | UCC             |

<sup>6</sup> 11th-12th\*= Sophomores (10th graders) could take this course if they have successfully passed the AP exam course



| DUAL ENROLLMENT CLASS LIST                                                              | FIU CREDITS | HIGH SCHOOL | BRIGHT FUTURES <sup>3</sup> | CAP | RECOMMENDED LEVEL     | CORE CURRICULUM |
|-----------------------------------------------------------------------------------------|-------------|-------------|-----------------------------|-----|-----------------------|-----------------|
| POT 2002 – INTRODUCTION TO POLITICAL THEORY                                             | 3           | 0.5         | EL                          | TBA |                       |                 |
| PSY 2012 – INTRODUCTION TO PSYCHOLOGY                                                   | 3           | 0.5         | EL                          | 35  | 11th-12th             | UCC             |
| REL 2011 – INTRODUCTION TO RELIGION (*FIU ADJUNCTS ONLY)                                | 3           | 0.5         | EL                          | 35  | 11th-12th             | UCC             |
| SLS 1510 STRATEGIES FOR SUCCESS                                                         | 3           | 0.5         | EL                          | 25  | 8 <sup>th</sup> -12th |                 |
| SPC 1017L – FUNDAMENTALS SPEECH COMMUNICATION (*FIU ADJUNCTS TEACHING)                  | 3           | 0.5         | PF                          | TBA |                       |                 |
| SPC 2065 – COMMUNICATION FOR BUSINESS (*FIU ADJUNCTS TEACHING)                          | 3           | 0.5         | PF                          | TBA |                       |                 |
| SPC 2300 - FUNDAMENTALS OF INTERPERSONAL COMMUNICATION (*FIU ADJUNCTS TEACHING)         | 3           | 0.5         | PF                          | 35  | 11th-12th             |                 |
| SPC 2511 – FUNDAMENTALS OF ARGUMENTATION AND DEBATE (*FIU ADJUNCTS TEACHING)            | 3           | 0.5         | PF                          | TBA |                       |                 |
| SPC 2608 - PUBLIC SPEAKING (*FIU ADJUNCTS TEACHING)                                     | 3           | 0.5         | PF                          | 30  | 11th-12th             | UCC             |
| SPN 1130 - SPANISH I                                                                    | 5           | 1           | FL                          | 30  | 11th-12th *           |                 |
| SPN 1131 - SPANISH II                                                                   | 5           | 1           | FL                          | 30  | 11th-12th *           |                 |
| SPN 2200 - INTERMEDIATE SPANISH (Prerequisite: SPN1131 or equivalent)                   | 3           | 0.5         | FL                          | 30  | 11th-12th *           |                 |
| SPN 2201 - INTERMEDIATE SPANISH II                                                      | 3           | 0.5         | FL                          | 30  | 11th-12th *           |                 |
| SPN 2210 - ORAL COMMUNICATIONS SKILLS (Prerequisite: SPN1131 or equivalent)             | 3           | 0.5         | X                           | 30  | 11th-12th *           |                 |
| SPN 2233 - INTERMEDIATE READINGS IN SPANISH (Prerequisite: SPN1131 or equivalent)       | 3           | 0.5         | FL                          | 30  | 11th-12th *           |                 |
| SPN 2240 – INTERMEDIATE SPANISH CONVERSATION (Prerequisite: SPN1131 or equivalent)      | 3           | 0.5         | FL                          | 30  | 11th-12th *           |                 |
| SPN 2330 - ADVANCED READINGS IN SPANISH (Prerequisite: SPN2233 or permission)           | 3           | 0.5         | X                           | 30  | 11th-12th *           |                 |
| SPN 2340 - INTERMEDIATE SPANISH FOR NATIVE SPEAKERS                                     | 3           | 0.5         | FL                          | 30  | 11th-12th *           |                 |
| SPN 2341 - ACCELERATED INTERMEDIATE SPANISH FOR NATIVE SPEAKERS (Prerequisite: SPN2340) | 3           | 0.5         | FL                          | 30  | 11th-12th *           |                 |
| SYG 2000 - INTRODUCTION TO SOCIOLOGY                                                    | 3           | 0.5         | EL                          | 35  | 11th-12th             | UCC             |
| SYG 2010 – SOCIAL PROBLEMS                                                              | 3           | 0.5         | EL                          | TBA |                       |                 |
| THE 2000 - THEATER APPRECIATION                                                         | 3           | 0.5         | PF                          | TBA |                       | UCC             |
| TPP 2100 - INTRODUCTION TO ACTING                                                       | 3           | 0.5         | PF                          | TBA |                       | UCC             |
| WOH 2001 - WORLD CIVILIZATION                                                           | 3           | 0.5         | WH                          | 35  | 11th-12th             | UCC             |

## **APPENDIX E**

### **FLORIDA INTERNATIONAL UNIVERSITY (FIU) QUALIFIED FACULTY REQUIREMENTS**

The institution employs competent faculty members qualified to accomplish the mission and goals of the institution. When determining acceptable qualifications of its faculty, the institution gives primary consideration to the highest earned degree in the discipline.

The institution also considers competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experience in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and student learning outcomes.

FIU uses the following as credential guidelines when it defines faculty qualifications using faculty credentials:

- Faculty teaching general education courses at the undergraduate level: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- Faculty teaching baccalaureate courses: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- Faculty teaching graduate and post-baccalaureate course work: earned doctorate/terminal degree in the teaching discipline or a related discipline
- Graduate teaching assistants: master's in the teaching discipline or 18 graduate semester hours in the teaching discipline, direct supervision by a faculty member experienced in the teaching discipline, regular in-service training, and planned and periodic evaluations.
- As a Carnegie Doctoral University with Highest Research Activity (R1), FIU additionally credentials its faculty based on national/international juried research productivity within the discipline. The institution documents a faculty member's research contributions to the discipline as evidence of the faculty qualifications.

In extremely limited circumstances a faculty member may be credentialed based on a combination of educational experience, productivity in the discipline and work experience. In these situations, the practical experience in the discipline must be at an executive level with a broad scope of national/international reach.

APPENDIX F



**1007.271, F.S. Compliance Attestation**

Term: Fall  Spring  Year: \_\_\_\_\_

School Name \_\_\_\_\_

I, \_\_\_\_\_, Principal at \_\_\_\_\_

high school, hereby attest that the dual enrollment courses taught at

\_\_\_\_\_ high school campus are not combined with any

non-college credit high school course in accordance with 1007.271, F.S.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date