



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-08-19 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:

E-9.

TITLE:

Recommendation to Approve First Amendment to the Agreement - FY20-093 - Dual Enrollment Articulation Agreement with Florida International University

REQUESTED ACTION:

Approve the recommendation of the above First Amendment to Agreement. Contract Term: August 20, 2019 through July 31, 2021, Two (2) Years; User Department: Secondary Learning; Awarded Amount: \$250,000; Awarded Vendor(s): The District Board of Florida International University (FIU); Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

The Dual Enrollment Articulation Agreement between FIU and The School Board of Broward County, Florida (SBBC), will provide the opportunity to shorten the time necessary for eligible college-ready students to complete the requirements needed to obtain a degree or certificate. The purpose of this Amendment is to include provisions based on the Florida Department of Education Emergency Order.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

A copy of the Original Executed Documents are available online at:
http://www.broward.k12.fl.us/supply/agenda/FY20-093_OriginalExecutedDocuments.pdf

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no additional financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Guy Barmoha	Phone: 754-321-2119
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods
8/10/2020, 12:49:27 PM

Approved In Open Board Meeting On:

AUG 19 2020

By:
School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve First Amendment to the Agreement FY20-093 – Dual Enrollment Articulation Agreement with Florida International University

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the First Amendment to the Dual Enrollment Agreement between The Florida International University Board of Trustees (FIU) and The School Board of Broward County, Florida (SBBC). The Agreement was approved at the Regular School Board Meeting on August 20, 2019, under item EE-3, starting August 20, 2019 through July 31, 2021, with an approved spending authority of \$250,000. Dual enrollment is an acceleration program that allows students in grades 6-12 to take postsecondary coursework and simultaneously earn credit toward a high school diploma, a career certificate, an industry certification, or an associate or baccalaureate degree at a Florida public or eligible private postsecondary institution.

The purpose of this Amendment is to include provisions based on the Florida Department of Education (FLDOE) Emergency Order.

There is no additional financial impact to the District with this Amendment.

Goods/Services Description

Responsible: Secondary Learning

The Dual Enrollment Articulation Agreement between FIU and SBBC will provide the opportunity to shorten the time necessary for eligible college-ready students to complete the requirements needed to obtain a degree or certificate. This Amendment to the Dual Enrollment Articulation Agreement between FIU and SBBC will meet the provisions of the FLDOE Emergency Order, 2020-EO-2 dated May 13, 2020. This Emergency Order mandated that the Postsecondary Education Readiness Test (PERT), SAT, ACCUPLACER, and ACT could not be used to determine initial dual enrollment eligibility. The State University System Board of Governors required that institutions develop alternative initial dual enrollment eligibility requirements as detailed in this Amendment.

Procurement Method

Responsible: PWS

Pursuant to Purchasing Policy 3320, Section II, H, and the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of copyrighted materials purchased directly from a recognized educational institution, Florida International University.

Financial Impact

Responsible: PWS and Secondary Learning

There is no additional financial impact to the District with this Amendment.

Financial Impact Table:

Action	Date	Term (Years)	Amount
Original spending authority request	8/20/2019	2	\$ 250,000
1 st Amendment	8/19/2020		
New Total Contract Amount		2	\$ 250,000

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

FIRST AMENDMENT TO
DUAL ENROLLMENT ARTICULATION AGREEMENT
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

This First Amendment to Dual Enrollment Articulation Agreement (the “Amendment”) is made and entered into on this 10th day of August, 2020, by and between The Florida International University Board of Trustees, a public body corporate (“FIU”), Miami, Florida, and The School Board of Broward County, Florida (“SBBC”), a body corporate and political subdivision of the State of Florida.

WHEREAS, FIU entered into a Dual Enrollment Articulation Agreement with SBBC on or about September 13, 2019 (the “Agreement”), which expires on July 31, 2021.

WHEREAS, the parties wish to amend the Agreement to develop alternative, initial eligibility requirements for dual enrollment to govern Summer B and Fall 2020 terms that are in alignment with the Florida Department of Education’s Emergency Order 2020-EO-02, **Appendix I**, and any other applicable rules, regulations, requirements, or orders;

WHEREAS, this Amendment allows for the deployment of Summer B 2020 online dual enrollment courses to provide dual enrollment opportunities to eligible rising Seniors to meet current SBBC needs.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. The clauses above are true, correct and incorporated herein.
2. For as long as the Florida Department of Education Emergency Order 2020-EO-02 dated March 13, 2020 is in effect or extended by further order(s), and through the term in which the emergency order expires, FIU will allow the alternative, initial eligibility requirements incorporated in the revised eligibility criteria in **Appendix H**.
3. The following Sections of the Agreement—and any other applicable eligibility section—and **Appendix A**, are hereby amended to include these alternative, initial eligibility criteria as set forth in the revised **Appendix H**, incorporated herein by reference:

- Section 3.03 (Registration Procedures), A (Required Documentation), 3
- Section 3.05 (General Eligibility Criteria), A, B including 1-5, C
- Section 3.10 (Full-time Dual Enrollment/Early Admission at FIU Campus), A (Early Admission)
- Section 3.11 (Home Education Students), A (Eligibility and Requirements)
- Section 3.12 (Overview on Online Dual Enrollment), B (Eligibility)

- Section 3.13 (Dual Enrollment Courses Offered at Middle or High School Campuses), A (Eligibility Requirement)
- Appendix A-The STEM Education Academy, Article 1, Section 1.01 (Marketing of the STEM Education Academy), A (Participation in the STEM Education Academy), I (Application)

4. The parties acknowledge and agree that all Sections indicating the deployment of FIU Dual Enrollment courses in the 2019-20 academic year, will be broadened to include the deployment of FIU Summer B online dual enrollment courses to eligible rising Seniors, however there is limited availability of these summer courses and placement is not guaranteed.

5. Each person signing this Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Amendment 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 Amendment.

6. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

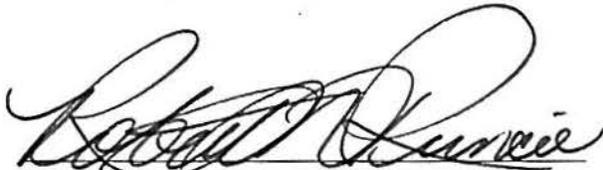
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IN WITNESS WHEREOF, this Amendment is hereby executed and delivered as of the date and year first above written.

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

ATTEST:


Robert W. Runcie, Superintendent of Schools

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Maya Moore
Reason: FIU First Amendment
to Dual Enrollment Agreement
Date: 2020.08.07 08:27:01
-04'00'

Office of the General Counsel

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FOR FIU:

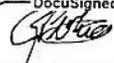
**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES,
(MIAMI, FLORIDA):**

DS
By:  Elizabeth M. Bejar
DocuSigned by:
7943ADE481FB3E3...

Elizabeth M. Bejar, Ph.D.
Senior Vice President for Academic and Student Affairs

Date: August 6, 2020

*APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:*

By:  Rafael G. Prohias
DocuSigned by:
8ADE18359CDA46E...

Rafael G. Prohias
Senior University Counsel

Date: August 5, 2020

APPENDIX H

**Dual Enrollment Initial Eligibility Applicable Summer B and Fall 2020 Terms as a Result of:
The Florida Department of Education's Emergency Order No. 2020-EO-02 dated May 13, 2020**

FIU establishes 8th grade as the earliest grade whereby students could qualify to be eligible for dual enrollment through December 31, 2020 and, conversely, 9th grade as the earliest grade whereby students could qualify to be eligible for Online dual enrollment through this same period.

Indicators	On-Campus Full-Time (Early Admission)	On-Campus Part-Time	On-Campus Online	Off-Campus At the High School	Off-Campus Facilitated Online	Home Ed Full-Time	Home Ed Part-Time
Grade Level	12	8-12	9-12	8-12	9-12	8-12	8-12
Unweighted High School GPA ¹	3.5	3.0	3.0	3.0	3.0		
College Placement Tests (e.g., PERT/ACCUPLACER/SAT/ACT), if scores are available.	X	X	X	X	X	X	X
IF COLLEGE PLACEMENT TEST SCORES UNAVAILABLE: PSAT college readiness score minimum of ERW 430 <u>OR</u> minimum Level 4 on 2019 Florida State Assessment English Language Arts (FSA ELA)	X	X	X	X	X		
IF COLLEGE PLACEMENT TEST SCORES UNAVAILABLE: For DE Math courses, PSAT college readiness score minimum of Math 480 <u>OR</u> minimum Level 4 on the Algebra I End of Course exam.	X	X	X	X	X		
Course-Level Assessment (Applicable Course Pre-Requisite/ALEKS).	X	X	X	X	X	X	X
In the event that no test scores are available, including the PSAT and/or course exam(s), a 'B' or higher grade in Honors English (High School) and other Honors Core* Subject area (High School) Honors course or any two other core courses offered through the AP, IB, or Cambridge/AICE programs. *Core Courses include Mathematics, Science, Social Studies, and English.	X	X	X	X	X		
Principal recommendation letter principal/DE coordinator.	X						
Interview by two DE Staff members.	X					X	
Authorization Letter from District Home School Office.						X	X
Submission of results of latest annual educational evaluation demonstrating educational progress, if available, or successful completion of PSAT. (Minimum applicable to grade level listed above.)						X	X

Special Note: Academic GPA waivers will not be available to students in the STEM Education Academy undertaking the STEM curriculum, per Agreement terms. In addition, academic GPA waivers are not applicable to online course modality, including the Facilitated models.

¹ GPA Waiver 2.70 - 2.99 per Agreement stipulations available for dual enrollment courses deployed through credentialing of instructor or FIU Adjunct at the middle/high school.

APPENDIX I

STATE OF FLORIDA
DEPARTMENT OF EDUCATION

IN RE: WAIVING STRICT
ADHERENCE TO THE FLORIDA
EDUCATION CODE, AS SPECIFIED
HEREIN, PURSUANT TO
EXECUTIVE ORDER NUMBER 20-
52, MADE NECESSARY BY THE
COVID-19 PUBLIC HEALTH
EMERGENCY

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DEPT OF EDUCATION
TALLAHASSEE FLA

2020 MAY 13 AM 10:02

FILED AGENCY CLERK

EMERGENCY ORDER

WHEREAS, the Governor of the State of Florida issued Executive Order No. 20-52, declaring a state of emergency in response to the COVID-19 Public Health Emergency; and,

WHEREAS, COVID-19 poses a severe threat to the entire State of Florida and requires that timely precautions are taken to protect the communities and general welfare of this state; and,

WHEREAS, Executive Order 20-52, Section 4, paragraph B authorizes State agencies to “suspend the provisions of any regulatory statute prescribing the conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency”; and,

WHEREAS, on March 23, 2020, I issued Department of Education Order 2020-EO-01, waiving strict adherence to specified provisions of the Florida Education Code in order to promote the health and safety of persons connected with our State’s educational system; and,

WHEREAS, due to the increased risk to Floridians throughout the state, the Governor of the State of Florida subsequently issued Executive Order No. 20-91, as amended by Executive Order No. 20-92, directing all persons in Florida to limit their movements and personal interactions

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outside of their home to only those necessary to obtain or provide essential services or activities; and,

WHEREAS, due to the continuation of the state of emergency and the direction to limit interactions outside of the home to essential services and activities, I find that it is necessary to suspend additional regulatory statutes and rules that would prevent, hinder, or delay necessary action in coping with the emergency;

NOW THEREFORE, I, Richard Corcoran, Commissioner of the Florida Department of Education, pursuant to the authority granted by Executive Order 20-52, find that it is necessary to suspend the statutes and rules, as set forth below in order to respond to and to mitigate the impacts of the emergency and to promote the health, safety and welfare of persons connected with Florida's educational system.

I. Commission for Independent Education.

- a. Section 1005.31(5), F.S., and Rule 6E-2.002(1)(d), F.A.C., are suspended to extend provisional licenses due to expire or scheduled for Commission action between March 1, 2020 and before July 29, 2020 until July 29, 2020.
- b. Section 1005.31(6), F.S., is suspended to extend licensure delays expiring between March 1, 2020 and before July 29, 2020 until July 29, 2020.
- c. Section 1005.31(7), F.S., and Rule 6E-2.002(2)(b), F.A.C., are suspended to extended annual licenses due to expire or scheduled for Commission action between March 1, 2020 and before July 29, 2020 until July 29, 2020.
- d. Rule 6E-2002(3)(f), F.A.C., is suspended to extend licenses by means of accreditation expiring between March 1, 2020 and before July 29, 2020 until July 29, 2020.

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- e. Rule 6E-2.002(4), F.A.C., is suspended to withdraw Commission deadlines for filing licensure applications and extending such deadlines for the Commission's next anticipated meeting of July 29, 2020.
- f. Rules 6E-2.0041 and 6E-2.008, F.A.C., are suspended to waive requirements for licensees to seek approval for distance education and approval of program modifications to facilitate online delivery of didactic hours of an approved program until July 29, 2020, upon review and written authorization of the Executive Director.
- g. Section 120.60(1), F.S. is suspended to extend deadlines applicable to license applications set to expire between March 1, 2020 and before July 29, 2020 until July 29, 2020.

II. Division of Public Schools, Bureau of Exceptional Education and Student Services (BEESS)

- a. Rule 6A-1.09963, F.A.C., is suspended to extend the May 15th decision deadline by a student's Individual Education Plan (IEP) team as to the deferral of the receipt of a high school diploma to no later than the last day of school.
- b. Section 1003.57(1)(f), F.S., is suspended to extend the deadline for the Best Practices in Inclusive Education assessment deadline to no later than the first semester of the 2020-2021 school year.
- c. Rule 6A-6.03028(3)(f), F.A.C., is suspended, subject to federal approval of the flexibility, to extend the annual IEP meeting deadlines for the number of days that spring break was extended due to the emergency or, if the parent objects to

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a virtual meeting, to a mutually agreeable time for the parents and IEP team to meet face to face.

- d. Rule 6A-6.0331, F.A.C., is suspended, subject to federal approval of the flexibility, to extend the three-year evaluation deadline for students with disabilities for the number of days that spring break was extended due to the emergency or until portions of the evaluation that require face to face assessment can be completed.
- e. Rule 6A-6.0331, F.A.C., is suspended, subject to federal approval of the flexibility, to extend initial eligibility evaluations of an Exceptional Student Education (ESE) student for the number of days that spring break was extended due to the emergency or until portions of the evaluation that require face to face assessment can be completed.
- f. Rules 6A-6.03028(3)(f) and 6A-6.030191(6)(b), F.A.C., are suspended, subject to federal approval of the flexibility, to extend the Initial IEP/Education Plan (EP) development deadline for the number of days that spring break was extended due to the emergency or, if the parent objects to a virtual meeting, to a mutually agreeable time for the parents and IEP team to meet face to face.

III. Division of Public Schools, Just Read, Florida! Office (JRF)

- a. Sections 1008.25(7)(b)3., 1011.62(9)(c)5., and 1011.62(9)(d)1., F.S., and Rule 6A-6.6053(9)(c)5., F.A.C., are suspended to allow teachers who are not certified or endorsed in reading to provide intensive reading interventions out-of-field until December 31, 2020.

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- b. Section 1011.62, F.S., is suspended to extend the deadline for submission of Reading Plan Templates to June 30, 2020.
- c. Section 1012.586(1)(b), F.S., and Rule 6A-4.0163, F.A.C., are suspended to extend the deadline for the Just Read, Florida! Office, to review and approve resubmissions of Reading Add-on Plans until July 31, 2020.

IV. Division of Public Schools, Bureau of Standards and Instructional Support (BSIS)

- a. Section 1006.283(1), (4), F.S., is suspended to extend the deadline for a school district superintendent to certify that all instructional materials for core courses are aligned with state standards to June 1, 2020.
- b. Section 1003.4996, F.S., is suspended to extend the deadline for the Competency-based Education Pilot Program Report to July 1, 2020.

V. Division of Public Schools, Bureau of Educator Recruitment, Development and Retention (BERDR)

- a. Rule 6A-5.066(3)(c)3., F.A.C., is suspended to extend the deadline to approve or deny an application for a teacher preparation program to 180 days.
- b. Rule 6A-5.066(8)(a), F.A.C., is suspended to extend the deadline to submit an improvement plan to FDOE following site visit and final report to 90 days.
- c. Rule 6A-5.066(8)(b), F.A.C., is suspended to extend the deadline for Programs that had site visits in Fall 2019 to submit a Continued Approval Process Report to September 1, 2020.
- d. The requirement to conduct annual evaluations for teachers and administrators under section 1012.34, F.S., is suspended for the 2019-2020 school year.

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- e. Section 1012.22(1)(c)5.b., F.S., is suspended to allow for districts to determine at the local level how to meet differentiated pay requirements for teachers who are on the performance salary schedule.

VI. Division of Public Schools, Bureau of Student Achievement through Language Acquisition (SALA)

- a. Rule 6A-6.0902, F.A.C., is suspended, subject to federal approval of the flexibility, to extend the required time limit for an English Language Learner (ELL) student to be placed into the English Speakers of Other Languages (ESOL) program consistent with the federal flexibility.
- b. The requirement in Rule 6A-6.09022, F.A.C., that the assessment occur and ELL Committee meet within 30 days of the anniversary of the Date Entered a U.S. School (DEUSS) for an ELL student to receive an ESOL services extension is suspended. Until such time as school facilities are open for traditional face to face instruction, no assessment or meeting will be required to extend ELL services.

VII. Division of Public Schools, Bureau of Educator Certification (BEC)

- a. Section 1012.56(7), F.S., is suspended to extend Professional and Temporary Educator Certificates expiring June 30, 2020 to December 31, 2020. This extended period of validity is not intended to interfere or impede any discipline taken against a certificate.

VIII. The Florida College System (FCS)

- a. Section 1009.25(2), F.S., is suspended to allow colleges to exceed the 1 percent cap to allow for additional flexibility through the Spring 2021 semester.

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- b. Rule 6A-14.0715, F.A.C., is suspended in part, to allow funds to be returned to fund 1 in order to respond to the emergency. The prohibition on the transfer of PECO and debt service funds from fund 7 to fund 1 is not suspended.
- c. The requirement in sections 1013.841(2)(b), and (3)(b), F.S., for colleges to submit a spending plan to their college boards of trustees and the State Board of Education for all fund balances over five or seven percent targets is suspended for Fiscal Year 2019-2020.
- d. The testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section 1007.271(3), is suspended.
- e. The requirement in section 1007.263(1), F.S., to use a placement test to demonstrate achievement of college-level communication and computation skills is suspended through the fall semester of 2020. In addition to or in lieu of tests, college credit programs are permitted to use alternative methods selected by the college for placement into developmental education, where applicable.
- f. The 45-day requirement in section 1004.085(5), F.S., is suspended for Florida College System institutions for course sections that were modified to virtual or remote delivery modalities for 2020 summer terms that result in changes to textbooks or instructional materials.

IX. Vocational Rehabilitation (VR)

- a. Rule 6A-025.004(2), F.A.C., and VR Policy Chapter 4.04, are suspended to allow the Division to accept an electronic signature on its application,

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acknowledgement for the handbook of services and other required documents for all applications processed by the Division through June 30, 2020.

- b. Subject to federal approval for flexibility, the requirement in Rule 6A-025.005(4), F.A.C., and VR Policy Chapter 4.07, that the assessment for determining eligibility and priority for services must be conducted in the most integrated setting possible is suspended to authorize the completion of this assessment remotely using telephonic communication and document review through June 30, 2020.
- c. Rule 6A-025.005(3), F.A.C., and VR Policy Chapter 6.04, is suspended to permit the use of medical documentation from the prior two years for the purposes of determining eligibility and the assessment for required services through June 30, 2020.

X. Division of Blind Services (DBS)

- a. The mandatory set aside payments required under section 413.011 (3), F.S., and Rule 6A-18.044(6) & (7), F.A.C., are suspended for the months of April, May and June 2020.

XI. Career and Adult Education (CAE)

- a. The testing administration waiting period requirements set forth in Rule 6A-6.0573(13)(c)5., F.A.C., are suspended for students enrolled in 2019-2020 and earning industry certifications.
- b. Rule 6A-6.0571(2), F.A.C., requiring approval by the Commissioner for career and technical education frameworks is suspended in order to provide districts and colleges the flexibility to locally waive certain requirements in the

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frameworks such as required work/field experiences for unregulated training programs. The remaining provisions of the rule shall remain in place.

XII. Office of Early Learning (OEL), Voluntary Pre-Kindergarten (VPK) and School Readiness (SR) Programs

- a. Section 1002.71(4), F.S., and Rule 6M-8.210, F.A.C., requirements are suspended to allow students who have completed 70 percent or more of their VPK program to transfer to another VPK provider that is open through the end of the 2019-2020 school year.
- b. Sections 1002.55(3)(f), 1002.61(7) and 1002.63(7), F.S., requirements are suspended to allow public and private providers to have less than four children enrolled in their program through the end of the 2020 Summer VPK Program.
- c. Sections 1002.81 and 1002.82(2)(f), F.S, and Rules 6M-4.200(1)(h) and (3)(a)4, 6M-4.208(4)(f)3, 6M-4.300, F.A.C., are suspended to allow job search as a purpose for care to establish eligibility for the SR program through August 1, 2020.
- d. Section 1002.81(16), F.S., and Rules 6M-4.200(1)(h) & (3)(a)4, 6M-4.208(4)(f)3, and 6M-4.300, F.A.C., are suspended to allow job search as a purpose for care for families applying to the waiting list through August 1, 2020.
- e. The 30-day deadline for parents who are on the waiting list and who have received a notice of funding to submit the required documentation to establish eligibility provided under section 1002.82(2)(f), F.S., and Rules 6M-4.208(4) and 6M-4.300, F.A.C., is extended to 60 days through September 30, 2020.

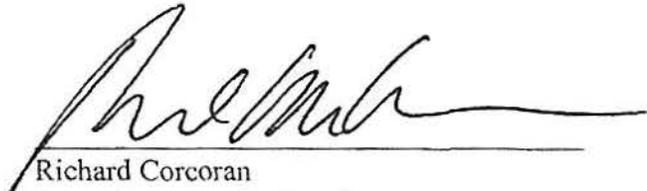
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- f. The 20 hours per week work/education requirements for families for initial eligibility provided in sections 1002.81(16) and 1002.82(2)(f), F.S., and Rules 6M-4.200(1)(h) & (3)(a)4, 6M-4.208(4)(f)3 and 6M-4.300, F.A.C., are suspended. In addition, parents are authorized to validate their hours prior to March 1, 2020, and if full time status is demonstrated, then allow enrollment for services. This validation may be accomplished with an employment verification form or a review of four weeks of paystubs prior to March 1, 2020, through August 1, 2020.
- g. Rule 6M-4.710, F.A.C., is suspended to extend the deadline to implement new SR program curriculum to September 30, 2020.
- h. Programmatic monitoring of VPK providers by coalitions and sub recipients required by Rule 6M-8.301, F.A.C., and the 2019-2020 Outreach, Awareness, and Monitoring Initiative Grant Agreement is suspended through June 30, 2020.
- i. The requirements that SR Programs use no more than 5 percent for administrative costs and a total of 22 percent for a combination of administrative, quality and non-direct services in Section 1002.89(6), F.S., are suspended as long as the funds are used for purposes of emergency recovery and direct support to providers through June 30, 2020.
- j. The requirement for coalitions to monitor sub recipients in section 1002.84(14), F.S., is suspended through June 30, 2020.
- k. Contract monitoring of SR providers by coalitions and sub recipients required by sections 1002.82(2)(q), 1002.84(15), 1002.85(2)(h), and 1002.89(6)(a), F.S., and Rule 6M-4.630, F.A.C., is suspended through June 30, 2020.

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The effective date of this Order shall correspond with the effective dates of Executive Order No. 20-52. However, except where a date is specifically provided, these waivers automatically terminate in 120 days unless extended by a subsequent order.

DONE AND ORDERED this 13th day of May, 2020, in Tallahassee, Leon County, Florida.



Richard Corcoran
Commissioner of Education

I HEREBY CERTIFY that the above EMERGENCY ORDER has been filed with the Agency Clerk of the Department of Education, on this 13th day of May, 2020.



Agency Clerk

DUAL ENROLLMENT ARTICULATION AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of August 2019, 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 33301 SBBC

and

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
(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. 8th 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 ("FEFF") 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 offered during fall and spring terms, and the special initiative known as the STEM Education Academy (refer to **Appendix A**). In addition, FIU offers an off-campus dual enrollment program; restrictions related to particular terms do not apply for the STEM Education Academy (**Appendix A**) which contains proposed summer course offerings;

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;

WHEREAS, SBBC wishes to contract FIU to provide STEM education opportunities for qualified full-time SBBC high school students, who have demonstrated, as determined by principal(s), assistant principal(s) and/or counselor(s), a specific interest in science and/or mathematics and who meets all dual enrollment eligibility requirements as specified in the appended

(refer to **Appendix A**) STEM Education Academy stipulations.

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**. The term of this Agreement shall be effective upon execution by both parties and conclude on July 31, 2021, unless the Agreement is terminated earlier pursuant to Section 4.04 of this Agreement. The Agreement may be extended for one (1) additional two (2) - year period. Upon the mutual written agreement of the Parties in writing in the form of a written amendment of the Agreement approved by both Parties.

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 B.) 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. 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.

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. Through the FIU Dual Enrollment Application system, school guidance counselors and/or Dual Enrollment Coordinators will confirm that parent consent forms are part of the school's records and student(s) are allowed, by parents, to enroll in FIU dual enrollment courses. FIU has the prerogative to ask school guidance counselors and/or Dual Enrollment Coordinators to provide evidence that the consent forms have been collected and archived.

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, online dual enrollment during fall and spring terms and the special program known as the STEM Education Academy 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

*Dual Enrollment Articulation Agreement between The Florida International University
Board of Trustees and The School Board of Broward County, Florida*

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 C 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.

B. Application System. An online application system has been developed by FIU and made available to SBBC to support the on-campus, facilitated online models 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, 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. Thus, students will be responsible for maintaining abreast of applicable withdrawal procedures.
2. Students participating in off-campus dual enrollment and facilitated online models 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 SBBC District 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, 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.

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.
2. 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.

F. Alignment will be explored, per the availability of FIU dual enrollment courses, with Career and Technical Education Pathway programs. The Career and Technical Education (CTE) pathway programs provide an opportunity for district high school students to engage in a rigorous curriculum that integrates academic and technical education competencies, as well

as utilizes applied learning strategies associated with specific careers. In the case that a high school instructor is credentialed to teach an FIU dual enrollment course under this collaboration, opportunities will be provided through the Professional Development, Mentoring, and Oversight Program. (Refer to Section 3.13 G.) Students will also benefit from the services provided under this Agreement.

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 D** 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: integrity.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. Overview. All dual enrollment standard tuition, textbook and/or instructional materials costs, including the costs for the online facilitated models and the Professional Development, Mentoring, and Oversight Program are the responsibility of the individual District school(s). Costs, as applicable, extend to fall and spring term(s). SBBC will inform each individual school(s) in writing of the decentralization of funding and obligation to pay dual enrollment costs. SBBC will monitor the fulfillment of these financial commitments by individual District schools.

Special Note:

1. **Appendix A**, the STEM Education Academy, stipulates additional cost involved in delivering science courses that have a lab component deployed by a SBBC high school teacher, as well as the possible need for schools to upgrade labs at their own cost.

2. Instructional materials for summer term DE per the requirements of the STEM Education Academy will be covered by each SBBC District school participating in this special

program.

B. Delivery Modalities.

1. **For On-Campus Dual Enrollment and Online Dual Enrollment Offered during FIU Fall and Spring Terms:** For dual enrollment offered at FIU campus(es) and online dual enrollment courses delivered via the Non-Facilitated Integrated or Non-Facilitated Dedicated (Traditional FIU Online) modality (refer below to description of this modality), offered in the fall and spring terms, each participating SBBC District school will pay the standard tuition rate per credit hour. Additionally, registration and laboratory fees are not included in the payments; students are exempt from paying any registration, tuition, or laboratory fees
2. **For Dual Enrollment Offered Directly at Schools (including District High Schools and, as Applicable, Middle Schools):** Each participating SBBC District school shall directly pay FIU a \$1,500 academic monitoring and oversight fee per unique dual enrollment course, per semester, deployed by SBBC instructional staff who serve as courtesy appointment lecturer(s) for FIU. Such courses must be approved by the individual District high/middle school administration and the SBBC Department of Secondary Learning. Additionally, as requested and approved by the individual District high/middle school administration and the SBBC Department of Secondary Learning an FIU faculty or adjunct instructor hired to teach a class on a participating SBBC District high/middle school campus, a fee of \$5,000 will be charged to each participating SBBC 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.
3. **Additional Online Delivery Modalities:** FIU offers online dual enrollment courses via different modalities as described below. 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 must be compatible to support online learning. All online modalities are taught by FIU faculty and/or adjunct instructors and require SBBC's approval prior to the commitment to deploy a course. **Special Note:** SBBC Department of Secondary Learning must approve all facilitated dual enrollment classes offered at District high schools.

In the case that students enrolled in the facilitated online modalities do not receive sufficient and consistent monitoring from facilitators in each SBBC District school, FIU has the right to exclude the facilitated online modalities from the future mode of offerings available to a particular school.

a. Facilitated Dedicated Section with Coordination (Co-Teaching Model)

- i. **Facilitation/Coordination:** A high school teacher, qualified to deliver subject within the high school setting (i.e., a Subject-Matter Expert), will actively communicate/coordinate the course with the FIU online instructor. Additionally, the high school teacher will monitor and supervise students and proctor exams in a school computer-lab setting.
- ii. **Schedule:** The online course is deployed based on the SBBC academic semester calendar; while students participate during the school day, online assignments can be completed outside of school hours.
- iii. **Enrollment:** The course enrollment consists of high school students from the same school.
- iv. **Cost:**
 - 1-50 students: \$3,000 per section
 - 51 and above: \$60 additionally per student

b. Facilitated Dedicated Section without Coordination (Facilitated Model):

- i. **Facilitation/Coordination:** SBBC faculty or staff monitor and supervise students and proctor exams in school computer-lab setting.
- ii. **Schedule:** The course is deployed based on SBBC academic semester calendar; while students participate during the school day, online assignments can be completed outside of school hours.
- iii. **Enrollment:** High school students can enroll in the course from different high schools.
- iv. **Cost:** The cost of this section can be shared amongst several SBBC high schools based upon a prorated rate.
 - 1-50 students: \$4,000 per section
 - 51 and above: \$80 additionally per student

c. Non-Facilitated Integrated Section OR Non-Facilitated Dedicated Section (Traditional FIU Online Courses offered during FIU Fall and Spring Terms):

- i. **Facilitation/Coordination:** A facilitator is not required or appointed.
- ii. **Schedule:** The schedule is based upon FIU's academic semester calendar.
- iii. **Enrollment for Non-Facilitated Integrated Section:** The course includes high school and FIU students.

- iv. **Enrollment for Non-Facilitated Dedicated Section:** There is the option to deploy a course(s) with only dual enrollment students, per FIU's determination.
- v. **Cost:** Standard Tuition per credit hour (i.e., \$105.07) applies to the fall and spring terms.

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.

Special Notes:

- a. As part of the biennial 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").

C. Other Costs:

1. Instructional Material and Equipment:

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

i. **Instructional Materials.** Each participating SBBC District school will procure and pay for the instructional materials for the instruction of District students enrolled in dual enrollment courses 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. Each participating SBBC District school 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. Each participating SBBC District school will communicate this process to dual enrollment students and high/middle 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 online. SBBC is responsible for ensuring that SBBC schools, students and parents, as appropriate, are aware of the lack of funding for summer dual enrollment books under this Agreement (see, however, **Special Note** below).

Special Note: Instructional materials for summer term DE per the requirements of the STEM Education Academy will be covered by each SBBC District school participating in this special program.

ii. **Purchase of Instructional Materials.** Each participating SBBC District school will purchase instructional materials, to be used in connection with this Agreement, pursuant to a separate agreement and/or extension 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 and ID Cards:** Each participating SBBC District school will pay parking and ID card fees to FIU for dual enrollment students who attend dual enrollment classes on an FIU campus(es). In terms of the parking decal fee(s), SBBC will collaborate directly with FIU's Parking and Transportation.

D. Billing Modalities.

1. **For Dual Enrollment Offered at FIU Campus(es) and Online Dual Enrollment during the Fall and Spring Terms:**

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:

- i. Term and Year
 - ii. School Name
 - iii. Student Name and Date of Birth ("DOB")
 - iv. Course Prefix #
 - v. Course Title
 - vi. Credit Hours Earned
- b. **Deadline(s).** Each participating SBBC District 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. FIU's APA will also be responsible for the invoicing for the course(s) deployed under the modalities known as Facilitated Dedicated Section with Coordination and the Facilitated Dedicated Section without Coordination models. The invoicing and payment procedures currently in place will govern the payment processes. Payment must be received from each participating SBBC District school in a timely manner (i.e., within 60 days of the receipt of the invoice by each participating SBBC District school).

3. For Additional Costs Related to the STEM Education Academy (refer to Appendix A): The billing procedure will be communicated, in writing, separately.

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") Dual Enrollment Policy Statement, schools must provide adequate academic and student support services and technology in the classrooms to enable the deployment of college-level instruction. FIU's APA will collaborate closely with the schools to verify that the facilities and academic and student support services and technology are 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 services and technology. Note that 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 this section 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.

D. FIU Confidentiality of Education Records: Notwithstanding any provision to the contrary within this Agreement, the parties shall fully comply with the requirements of Sections 1002.22, 1002.221 and 1002.225, Florida Statutes; Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records. The Parties agree to

1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law. All student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.

2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements.

3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

E. Course Offerings. 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. Please refer to the information on Full-time Dual Enrollment [below] and Appendix A regarding the STEM Education Academy coursework. 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 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 Section 1007.271, Florida Statutes, Dual Enrollment Transfer Guarantees will be provided to home education students.

3.12 Overview on Online Dual Enrollment.

A. **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 and spring terms. SBBC will confirm that the online courses satisfy credits for high school graduation as dual enrollment courses.

B. **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.*

C. **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.

D. **Class-size Enrollment.** In order to deploy quality online education, FIU will communicate to SBBC and/or each participating SBBC District school 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.

E. **Withdrawal Procedures.** Withdrawal procedures are aligned with the on-campus dual enrollment procedure under the modalities of Non-Facilitated Integrated Section OR Non-Facilitated Dedicated Section (FIU Traditional Online), 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, including withdrawal from modalities known as Facilitated Dedicated Section with Coordination and Facilitated Dedicated Section without Coordination.

F. **Course Books and Materials.** Each participating SBBC District high school will provide, free of charge, college books and instructional materials for online credit courses during the fall and spring, terms, on the same basis as books and instructional materials are provided to regular classes within SBBC. Each SBBC participation high schools shall also provide the FIU student identification card free of charge to all students.

Special Note: Instructional materials for summer term DE per the requirements of the STEM Education Academy will be covered by each SBBC District school participating in this special program.

G. **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.

H. **Online Policies, Regulations and Procedures.** The deployment of online courses will be governed by all FIU policies, regulations and procedures.

3.13 **Dual Enrollment Courses Offered at a Middle or High School Campus.**

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 E**, 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; (4) satisfy any course prerequisites; and (5) meet any additional criteria set by FIU and as agreed upon in writing by both Parties. The discipline specific ALEKS exam will be required for dual enrollment Math courses higher than MAC 1105.

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 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 E**.

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. 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. In accordance with FIU faculty credentialing requirements, a college-level instructor must have at least a master's 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 F**.) 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 facilitate the submission by 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.

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

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 Department of Secondary Learning 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 G.

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 E.) 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 **STEM Education Academy**

- A. FIU's College of Arts, Sciences, and Education ("CASE"), in partnership with SBBC, will collaborate to pilot a STEM Education Academy for eligible, full-time District high school

students. The mission of the Academy is to reduce the local science and mathematics teacher shortage, at the secondary education level, by targeting high-performing students and offering them a path towards science and mathematics degrees and teaching opportunities. The program curriculum consists of 10 FIU courses, including a Biological Science Research Internship to be deployed at FIU and/or SBBC District high schools, and summer dual enrollment course options. Program details are contained in Appendix A.

3.15 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>

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3.16 **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 or any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitation.

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 thirty (30) calendar 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

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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 **Support Personnel.** In connection with this Agreement, special services such as those provided by counselors, visiting teachers, school social workers, and occupational/placement specialists, will be provided by SBBC's student services staff members at appropriate regional offices.

4.12 **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 exclusively to the jurisdiction of the State courts of Broward County, Florida. FIU is subject to Section 1007.271, Florida Statutes, regarding dual enrollment. Each party is responsible for its own attorney fees.

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

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4.14 **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.

4.15 **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*.

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

4.17 **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.

4.18 **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.

4.19 **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. 8th 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. 8th Street, MARC 251
Miami, Florida 33199

4.20 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.

4.21 Entirety of 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.

4.22 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, *Dual Enrollment Articulation Agreement between The Florida International University Board of Trustees and The School Board of Broward County, Florida*

or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience

4.23 **Annual Appropriation.** The performance and obligations of SBBC and FIU under this Agreement shall be contingent upon an annual budgetary appropriation by their respective governing body. If SBBC or FIU, as the case may be, does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated. Such party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to a terminating party in the event this provision is exercised, and such terminating party shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

4.24 **Excess Funds.** Any party receiving funds paid by either party under this Agreement agrees to promptly notify the other party of any funds erroneously received from such other party upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the funding party.

4.25 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

4.26 **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.

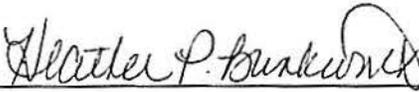
ARTICLE 5 - BACKGROUND SCREENING

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.

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

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

By 
Heather P. Brinkworth, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: The Florida International University Board of Trustees - Dual Enrollment Articulation - 2019 - 2021 (3)
Date: 2019.08.12 13:18:33 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR FIUF:

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

By: [Signature]
Elizabeth M. Bejar, Ph.D.
Senior Vice President for Academic and Student Affairs

Date: 9/13/2019

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: [Signature]
Rafael G. Prohias
Senior University Counsel

Date: 9/12/19

**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.**

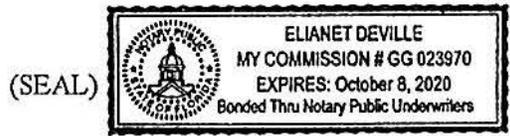
STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 13 day of
September, 2019 by Elizabeth Bejar of
Name of Person
FIU, on behalf of the corporation/agency.
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]
Signature - Notary Public

Elianet Deville.
Printed Name of Notary



APPENDIX A

The STEM Education Academy

Introduction. As an initial exploratory pilot, FIU's College of Arts, Sciences, and Education ("CASE") and SBBC will implement the STEM Education Academy special program at a select number of high schools, as agreed upon by FIU and SBBC. Based on an assessment of the results of the pilot program and availability of FIU resources, a greater number of high schools could participate in the STEM Education Academy as denoted in future agreements.

CASE intends to implement this Agreement with one (1) 9th grade cohort of 20 students maximum.

ARTICLE 1

1.01 Marketing of the STEM Education Academy. FIU and SBBC will coordinate the marketing of the Academy to middle and high school students. The pilot program, however, will only include one high school. Such marketing will involve different informational approaches geared to eligible students and parents and/or guardians. All literature and/or marketing will denote benefits of participating in the Academy, eligibility criteria, and academic requirements and expectations, and any other matters agreed upon by the Parties. SBBC will submit all marketing materials related to participation in the Academy to FIU CASE for prior review and approval.

- A. **Participation in the STEM Education Academy.** Eligible students and parents will be made aware of the benefits of the Academy, as well as student responsibility for meeting all academic and other requirements. Students must maintain continued eligibility in the Academy by earning a 3.0 GPA or better in FIU college-level work. Students must comply with the FIU Student Code of Conduct that outlines acceptable and unacceptable academic or behavioral conduct. Eligible students and parents and/or guardians will need to sign a special written consent form acknowledging the limits of FIU responsibility and all student requirements.

The link to the Student Code of Conduct is the following:
<https://studentaffairs.fiu.edu/get-support/student-conduct-and-conflict-resolution/student-code-of-conduct%20/index.php>

1. **Application.** Students must have a high school unweighted GPA of 3.0 to apply to the Academy and meet the requirements for initial and continued participation in dual enrollment classes, including demonstration of college readiness in reading and mathematics. Students will be recruited and nominated by SBBC. Eligible students need to complete an application for participation in the Academy prior to the start of 9th grade. Late applications may be accepted, at the discretion of CASE. The application will be designed by SBBC, in collaboration with CASE. Parents must provide written consent

to approve students' participation in the Academy, as a way to acknowledge the rigorous nature of the coursework and comprehension of the requirements of the program.

- a. Applications will be processed by SBBC. FIU retains the right to review the credentials of the applicants and/or applications and confirm acceptance into the STEM Education Academy and/or reject any applicant.
2. In addition to demonstrating continued eligibility via the earning of 3.0 GPA or better in FIU college-level work, continuation in the Academy will be contingent upon the successful completion of up to 10 courses, as outlined below.
3. While other eligible students could participate in the Dual Enrollment curriculum outlined below, priority in enrollment in the coursework presented under the Agreement, will be extended to Academy students.
4. The Academy curriculum will be implemented in the pilot program in a phase-in manner. **Special Note:** *Academic waivers will not be available to students in the Academy undertaking the STEM curriculum denoted below.*
5. Successful completion of Academy curriculum has the potential to carry scholarship benefits, as set forth in Article 6 below.

ARTICLE 2

2.01 Program Overview.

- A. As agreed upon by SBBC and CASE, the following table delineates the dual enrollment credit courses that will be offered via the Academy. The courses are subject to change. The selected dual enrollment courses must satisfy specific high school requirements, as confirmed by SBBC. The dual enrollment courses offered by CASE will be in collaboration with FIU's **Academic Planning and Accountability ("APA")** Dual Enrollment Unit.

Proposed FIU Dual Enrollment Curriculum (*Subject to Change*)

Grade	Semester	Course	Credits
9	Fall	Strategies for Success (SLS 1510)	3
	Spring	Introduction to Education (EDF 1005)	3
10	Fall	Computer Science for Everyone (IDC 1000)	3
	Spring	Teaching Diverse Populations (EDF 2085)	3
11	Fall	College Algebra (MAC 1105) ^A (UCC)	3
	Spring	Pre-Calculus Algebra and Trigonometry (MAC 1147) ^B	3
11	Summer	Biological Sciences Research Internship (BSC 3941) (The internship would involve lab work at FIU under the supervision of an FIU assigned faculty/adjunct or designee)	3
	Summer	One (1) DE course from the Proposed Summer Course Options list (below) or any other course upon securing approval (optional)	3
12	Fall	General Chemistry I with Lab (CHM 1045 and CHM 1045L)	4
12	Spring	History of Life (GLY1101 and GLY 1101L)	4
			29-32
		<p><u>NOTES</u> <u>(Course prerequisites and placement processes are subject to change):</u></p> <p>^A Prerequisite: appropriate score on placement exam ^B Prerequisite: MAC 1105 or appropriate score on placement exam Additionally: Placement in Mathematics courses higher than MAC 1105 will require the ALEKS Math Skills Assessment and qualifying Mathematics scores. The ALEKS test must be proctored in person either at the high school, at FIU or at a testing center approved by FIU.</p>	

1. **Offerings.** Students will annually take one (1) dual enrollment course each fall and spring each year, beginning in 9th grade or as determined by CASE and will complete up to two (2) courses during the summer following 11th grade (See below Proposed Summer Course Options presented below). All course prerequisites must be fulfilled, as applicable. Fall, spring, and summer courses may be offered via the following modalities:
 - a. fully face-to-face on the high school campus, in collaboration with an FIU credentialed courtesy instructor and/or FIU faculty;
 - b. Online modalities (all online modalities are taught by FIU faculty);
 - c. Each participating SBBC school is responsible for the purchase of the textbooks provided to eligible students participating in the STEM Education Academy, including online dual enrollment.

Proposed Summer Course Options	
University Core Curriculum Area	Course Number, Title and Credits
Communication Group 1	ENC 1101, Writing and Rhetoric I (3 credits) – If not taken as AP
Communication Group 2	ENC 1102, Writing and Rhetoric II (3 credits) – If not taken as AP
Humanities Group 1	HUM 1020, Introduction to Humanities (3 credits)
	PHI 2010, Introduction to Philosophy (3 credits)
	LIT 1000, Introduction to Literature (3 credits) – If not taken as AP
Humanities Group 2	ENG 2012, Approaches to Literature (3 credits, GRW) ^c
	HUM 3214, Ancient Classical Culture & Civilization (3 credits, GRW)
	HUM 3306, History of Ideas (3 credits, GRW)
	PHI 2600, Introduction to Ethics (3 credits, GRW)
Social Science Group 1	PSY 2012, Introduction to Psychology (3 credits) – If not taken as AP
	SYG 2000, Introduction to Sociology (3 credits, GL)
Social Science Group 2	DEP 2000, Human Growth & Development (3 credits)
	EDF 3521, Education in History (3 credits)
	EVR 1017, The Global Environment & Society (3 credits)
Natural Science Group 2	AST 2003 & L, Solar System Astronomy (4 credits)
	BOT 1010 & BOT 1010L, Introductory Botany (4 credits)
	GLY 1010 & GLY 1010L, Physical Geology (4 credits)
Art	CRW 3010, Creative Writing: Forms and Practices (3 credits) ^c
	ARH 2050, Art History (3 credits)
	SPC 2608, Public Speaking (3 credits)
	ENL 3504, British Literature to 1660 (3 credits) ^c
	ENL 3506, British Literature Since 1660 (3 credits) ^c

^c Prerequisite: ENC 1101 and ENC 1102. Permission to enroll is required from the Department of English for students who complete the prerequisites through an AP English course.

^{GL} Fulfills the FIU Global Learning requirement

^{GRW} Fulfills the Gordon Rule Writing requirement

Proposed Summer Course Options

(Subject to Change)

Special Note: *Laboratory courses will have course caps of 20, unless otherwise agreed by the FIU academic unit offering the lab. CASE will communicate caps in writing to SBBC with ample time prior to the deployment of the lab(s).*

2. **Additional Costs Related to Courses with Labs.** The FIU department deploying a course with a lab will determine, per resource availability, whether the lecture will be provided by an FIU faculty or adjunct instructor at the high school. If such is the case, each participating SBBC school will pay FIU the cost for the provision of instruction by an FIU faculty or adjunct instructor, as stipulated in this Agreement (refer to Section 3.08, "Dual Enrollment Costs.") Per departmental preference, the lecture could also be deployed by an FIU faculty and/or adjunct instructor who could teach the lecture course via a Facilitated Dedicated Section with Coordination online modality (i.e., the Co-Teaching Model). In addition, science courses that have a lab component deployed by a high school teacher will carry the additional fees as described below. Section 3.08, "Dual Enrollment Costs," carries the cost for the FIU online lecture instruction via the Co-Teaching Model. The additional cost for deploying the lab at the high school is as follows:

- a. \$1,500 for Professional Development, Mentoring, and Oversight per unique dual enrollment course offered that would require mentoring of instructional high school staff/teacher deploying a lab. The mentoring would be offered by FIU faculty or adjunct to ensure that the lab is offered at required college level. Generally, there is a 1:3 ratio of credit hours to contact hours for science labs (i.e., for each one- [1] credit lab, three [3] contact hours are required weekly), further supporting the need for ongoing mentoring and oversight.
- b. \$800 training fee per unique dual enrollment lab offered by instructional staff at high schools. The training involves instrument review and review of lab safety procedures and the offering of best practices in the area of lab experimentation. **Special Note:** Training might be required on an ongoing basis, depending on the lab course and FIU departmental requirements. As such, the cost of the ongoing training would need to be established and agreed upon in writing by CASE and SBBC. CASE will recommend to SBBC different strategies and venues for the deployment of the training by CASE.

3. **Other Specifications Regarding Courses with Labs.** In deploying a lab at SBBC, the following conditions must be met bearing in mind that the lab must be sufficiently large to accommodate the entire cohort of 20 students:
- a. FIU must inspect and approve labs at high schools prior to deploying an FIU course with a lab component. In addition, FIU can request improvements to the lab facility and monitor progress towards the improvement of the lab(s) prior to deployment. Upon inspection of an SBBC lab, FIU will communicate to SBBC any equipment cost required. All lab improvements agreed upon by SBBC and FIU will be covered by the high school (s) and/or the District, as well as the purchase of any lab equipment or supply needed to deploy the FIU lab.
 - i. FIU has the right to cancel any course that involves a lab that does not meet FIU lab standards as required by the discipline and/or as mandated by the **US Department of Labor's Occupational Safety and Health Administration ("OSHA")** regulations, as applicable.
 - ii. In the case of the Chemistry course, American Chemical Society's *Guidelines for Chemical Laboratory Safety in Academic Institutions* and The Safety Guide in Secondary School must be complied with by the high school. The following link of the American Chemical Society articulates important safety guidelines:

<https://www.acs.org/content/acs/en/about/governance/committees/chemicalsafety/publications.html>
 - iii. SBBC is responsible for the safety of students participating in labs and implementing all preventive measures to ensure the safety and protection of students. If required by CASE and/or the FIU department, students and/or parents shall sign a "Release of Liability" FIU form, as communicated to the school.

ARTICLE 3

3.01 Coursework. The summer Biological Sciences Research Internship course must be taken at FIU and/or SBBC District high school. An additional course may be taken online in the summer. All course prerequisites must be met. The curriculum will include at least two (2) math and two (2) science courses. The remaining courses may vary to accommodate the needs of the individual school and the ability of FIU to support the course(s). Course enrollment caps will be in accordance with standard practice on FIU campuses unless otherwise agreed to by the academic unit offering the course and/or CASE.

ARTICLE 4

4.01 Admission to FIU for Students of the STEM Education Academy.

- A. **Guiding Principle.** This Agreement supports progression toward higher education and STEM degrees.
- B. **Admission to FIU.** Admission to FIU is selective and is not guaranteed via this Agreement. Prospective students must individually apply to FIU and meet all FIU requirements. FIU provides a number of admission success pathways to support the transition from high school to college, meeting students where they are academically and providing a pathway to an FIU degree. Students applying from high school must meet the minimum college readiness benchmark scores on either the SAT or ACT, as determined by the State of Florida, in addition to FIU admission requirements.
- C. **FIU Funding Support for Admitted Students of the STEM Education Academy:** In order to receive scholarship funding from FIU, students must:
1. Successfully complete the Academy curriculum identified in this Agreement;
 2. Apply and be admitted to FIU as a full-time, degree-seeking student;
 3. Apply for financial aid and meet all requirements for attainment of financial aid, including completion of FAFSA and the **Florida Financial Aid Application ("FFA")**;
 4. Be a US citizen or eligible non-citizen. Students who qualify under the **Deferred Action for Childhood Arrivals ("DACA")** may qualify for a non-resident tuition waiver (see HB851) but are not considered for federal financial aid, state scholarship programs and University scholarships.
 5. Select one of the following STEM Teaching majors: Biology Education; Chemistry Education; Earth Science Education; Physics Education; or Mathematics Education.
 6. Remain enrolled continuously as a full-time, degree-seeking student until the successful completion of the baccalaureate degree;
 7. Complete all academic requirements to successfully earn an FIU bachelor's degree in a STEM education major, per all FIU undergraduate catalog requirements;
 - a. FIU will provide funding, in an amount equal to the cost of tuition and fees not otherwise covered by financial aid. *In the case that a student*

decides to change major from a STEM education discipline (as indicated above) to a non-STEM education one, scholarship support given solely due to participation in the Academy may be rescinded. Students will need to maintain good academic standing to remain eligible for scholarships, as set forth by FIU. Students will need to accept the scholarship terms and conditions prior to the award of a scholarship.

- b. Graduates who accept a STEM teaching position at SBBC, are successfully employed in that position for one (1) year, and renew their employment contract for the following year will receive a scholarship to fund six (6) credits of graduate studies at FIU. Graduates who are continuously and successfully employed in a STEM teaching position at SBBC for two (2) years will receive a scholarship to fund 12 graduate credits. Graduates who are continuously and successfully employed in a STEM teaching position at SBBC for three years will earn a scholarship covering 18 graduate credits. Graduate admission to FIU is selective and is not guaranteed via this Agreement. Scholarships may be applied toward degrees in science or education at FIU. The time limit on the use of the credits will be established at four (4) years from the date of the last credit accrued.
- c. FIU does not make any representation or warranty as to the tax implications applicable to scholarship funding received by a student/graduate in accordance with this Agreement, and shall not be liable to any party in connection with any tax implications arising pursuant to this Section.

ARTICLE 5

5.01 Employment Availability for FIU Degree Graduates of the STEM Education Academy.

- A. **Employment.** SBBC will give preferred consideration for STEM Education Academy graduates upon completion of a baccalaureate degree in STEM education, subject to availability, provided that graduates meet all employment requirements and there are no disqualifying factors. SBBC will determine the terms and conditions whereby STEM graduates will be placed in teaching assignments. All terms and conditions will be negotiated and agreed separately between SBBC and STEM graduates based on SBBC recruitment policies and practices.
- B. **Tracking System.** SBBC will create a reporting system to track the status of Academy graduates and communicate, on an ongoing manner, the status of students to CASE and/or FIU's Financial Aid office for graduate awards.

APPENDIX B

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

*Dual Enrollment Articulation Agreement between The Florida International University
Board of Trustees and The School Board of Broward County, Florida*

APPENDIX C

DUAL ENROLLMENT COURSE - HIGH SCHOOL SUBJECT AREA EQUIVALENCY LIST

Please refer to <http://www.fdoe.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.

APPENDIX D

Dual Enrollment Formal Grievance Forum

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

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

- | |
|---|
| <ol style="list-style-type: none"> 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; 2) Improper admission counseling; 3) Improper counseling by an adviser; 4) Arbitrary grading for coursework, comprehensive examination, thesis or dissertation; and 5) Arbitrary non-renewal of a graduate assistantship or arbitrary dismissal from a course or program. |
|---|

PLEASE DESCRIBE YOUR GRIEVANCE. Attach any additional information that you consider pertinent to your case.

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: _____

RECOMMENDATION OF THE GRIEVANCE COMMITTEE:
_____ Supports grievance _____ Does not support grievance

APPENDIX D (Continuation)

Dual Enrollment Final Grievance Form

<p>COMMENTS:</p> <hr/> <hr/> <hr/> <p style="text-align: center;">_____ Chairperson Signature</p> <p>GRIEVANCE COMMITTEE MEMBERS:</p> <hr/> <hr/> <hr/>
<p>ACTION BY THE FACULTY FELLOW FOR ACADEMIC INTEGRITY:</p> <p>_____ Supports Committee's recommendation _____ Does not support Committee's recommendation</p> <p style="text-align: center;">_____ Signature of Fellow</p> <p>COMMENTS:</p> <hr/> <hr/> <hr/>
<p>APPEAL TO THE PROVOST: Yes _____ No _____</p> <p>FINAL DISPOSITION BY PROVOST: Supports Fellow's recommendation: _____ Yes _____ No _____</p> <p>Comments:</p> <hr/> <hr/> <hr/>
<p>Date of Notification of Final Disposition: Student: _____ Professor: _____</p>

APPENDIX E

**FIU DUAL ENROLLMENT CLASS LIST
UPDATED as of 04/2019 (*WITH NOTES)**

*(Notes: This list is applicable to Off-Campus Dual Enrollment Program and is subject to change.
3000-level courses must be taught by FIU Adjunct unless approved otherwise in writing by SBBC and FIU)*

DUAL ENROLLMENT CLASS LIST		FIU CREDIT	HS CREDIT	GRADUATION REQUIREMENT	CAP	RECOMMENDED GRADE LEVEL*	UCC
ADV 3008	PRINCIPLES OF ADVERTISING	3	0.5	EL	35	11 th – 12 th	
AFA 2004	BLACK POPULAR CULTURES: GLOBAL DIMENSIONS	3	0.5	EL	35	11 th – 12 th	UCC
AFH 2000	AFRICAN CIVILIZATIONS	3	0.5	SS	35	11 th – 12 th	UCC
AMH 2010	AMERICAN HISTORY 1607-1850	3	0.5	AH	35	11 th – 12 th	UCC
AMH 2020	AMERICAN HISTORY SINCE 1877	3	0.5	AH	35	11 th – 12 th	UCC
AMH 2041	ORIGINS OF AMERICAN CIVILIZATION	3	0.5	AH	35	11 th – 12 th	UCC
ARC 1171	INTRO TO COMPUTER APPLICATIONS IN DESIGN I	3	0.5	VO	Lab Capacity	10 th – 12 th	
ARC 1172	INTRO TO COMPUTER APPLICATIONS IN DESIGN II	3	0.5	VO	Lab Capacity	10 th – 12 th	
ARC 2701	HISTORY OF ARCHITECTURE	3	0.5	PF	TBA	10 th – 12 th	UCC
ARH 2000	EXPLORING ART, GL	3	0.5	PF	Studio Capacity	10 th – 12 th	UCC
ART 1201C	2-D DESIGN	3	0.5	PF	Studio Capacity	8 th – 12 th	
ART 1203C	3-D DESIGN	3	0.5	PF	Studio Capacity	10 th – 12 th	
ART 2300C	BEGINNING DRAWING	3	0.5	PF	Studio Capacity	10 th – 12 th	
ART 2500C	BEGINNING PAINTING	3	0.5	PF	Studio Capacity	10 th – 12 th	
ART 2701C	BEGINNING SCULPTURE	3	0.5	PF	Studio Capacity	10 th – 12 th	
ART 2705C	BEGINNING FIGURE SCULPTURE	3	0.5	PF	Studio Capacity	10 th – 12 th	
ART 2750C	BEGINNING CERAMICS	3	0.5	PF	Studio Capacity	8 th	
AST 1002	DESCRIPTIVE ASTRONOMY	3	1	EQ	Lab Capacity	11 th – 12 th	UCC
AST 1002L	DESCRIPTIVR ASTRONOMY LAB	1	0	EQ	Lab Capacity	11 th – 12 th	UCC
BCN 1013	PRINCIPLES OF CONSTRUCTION MANAGEMENT	3			25	10 th – 12 th	
BCN 1272	PLANS INTERPRETATION	3			25	10 th – 12 th	
BCN 2210	CONSTRUCTION MATERIALS AND METHODS	3			25	11 th – 12 th	
BSC 2023	HUMAN BIOLOGY	3	0.5	EQ	Lab Capacity	10 th – 12 th	UCC
BSC 2023L	HUMAN BIOLOGY LAB	1	0	EQ	Lab Capacity	10 th – 12 th	UCC
CCJ 2010	CRIMINOLOGY				25	10 th – 12 th	
CCJ 2020	CRIMINAL JUSTICE	3	0.5	VO	25	10 th – 12 th	

DUAL ENROLLMENT CLASS LIST		FIU CREDIT	HS CREDIT	GRADUATION REQUIREMENT	CAP	RECOMMENDED GRADE LEVEL ¹	UCC
CGS 2060	INTRODUCTION TO MICROCOMPUTERS	3	0.5	EL	Lab Capacity	10 th – 12 th	
CGS 2518	COMPUTER DATA ANALYSIS	3	0.5	EL	Lab Capacity	10 th – 12 th	UCC
CHI 1130	CHINESE I	5	1	FL	25	9 th – 12 th	
CHI 1131	CHINESE II	5	1	FL	25	9 th – 12 th	
CHI 2200	INTERMEDIATE CHINESE I	3	.5	FL	25	9 th – 12 th	
CHI 2201	INTERMEDIATE CHINESE II	3	0.5	FL	25	9 th – 12 th	
CHS 3501	SURVEY OF FORENSIC SCIENCE	3	0.5	EL	Lab Capacity	11 th – 12 th	UCC
CHS 3501L	SURVEY OF FORENSIC SCIENCE LAB	1	0	EL	Lab Capacity	11 th – 12 th	UCC
CJC 2000	CORRECTIONS	3			25	10 th – 12 th	
CJJ 2001	JUVENILE JUSTICE	3	0.5	VO	25	10 th – 12 th	
CLP 2001	PERSONAL ADJUSTMENT (PSYCHOLOGY)	3	0.5	EL	25	10 th – 12 th	
COM 3110	BUSINESS AND PROFESSIONAL COMMUNICATION	3	0.5	EL	25	11 th – 12 th	
COP 1000	INTRODUCTION TO COMPUTER PROGRAMMING	3	0.5	EL	Lab Capacity	10 th – 12 th	
COP 2210	COMPUTER PROGRAMMING I	4	0.5	EL	Lab Capacity	10 th – 12 th	UCC
CPO 2002	INTRODUCTION TO COMPARATIVE POLITICS	3	0.5	SS	25	9 th – 12 th	UCC
CTS 1120	FUNDAMENTALS OF CYBERSECURITY	3	0.5		25	10 th – 12 th	
DEP 2000	HUMAN GROWTH AND DEVELOPMENT	3	0.5	LM	25	11 th – 12 th	UCC
ECO 1000	INTRODUCTION TO ECONOMICS	3	0.5	EC	25	10 th – 12 th	
ECO 2013	PRINCIPLES OF MACROECONOMICS	3	0.5	EC	25	11 th – 12 th	UCC
ECO 2023	PRINCIPLES OF MICROECONOMICS	3	0.5	EC	25	11 th – 12 th	UCC
EDF 1005	INTRODUCTION TO EDUCATION	3	0.5	EL	25	11 th – 12 th	
EDF 2085	TEACHING DIVERSE POPULATIONS	3	0.5	EL	25	11 th – 12 th	
EGN 1110C	ENGINEERING DRAWING	3	0.5	VO	Lab Capacity	11 th – 12 th	
EGN 2271	INTRO TO CIRCUITS AND ELECTRONIC HARDWARE	3			25	10 th – 12 th	
EML 1051C	INTRODUCTION TO SOLAR ENERGY UTILIZATION	3	0.5	EL	25	10 th – 12 th	
EML 1533	INTRODUCTION TO CAD FOR MECHANICAL ENGINEERS	3	0.5	EL	25	10 th – 12 th	
ENC 1101	WRITING AND RHETORIC I	3	1	EN	25	11 th – 12 th	UCC
ENC 1102	WRITING & RHETORIC II (Prereq: ENC1101)	3	1	EN	25	11 th – 12 th	UCC
ENG 2012	APPROACHES TO LITERATURE (Prereq: ENC1101/1102)	3	0.5	EN	25	11 th – 12 th	UCC
ENT 1000	INTRODUCTION TO ENTREPRENEURSHIP	3	0.5	VO	25	10 th – 12 th	
EUH 2011	WESTERN CIVILIZATION: EARLY EUROPEAN CIVILIZATION	3	0.5	EL	25	11 th – 12 th	UCC
EUH 2021	WESTERN CIVILIZATION: MEDIEVAL TO MOD EUROPE	3	0.5	EL	25	11 th – 12 th	UCC
EUH 2030	WESTERN CIVILIZATION: EUROPE IN THE MODERN ERA	3	0.5	SS	25	11 th – 12 th	UCC
EVR 1001	INTRO TO ENVIRONMENTAL SCIENCES W/LAB	3	1 ¹	EQ	25	8 th – 12 th	UCC
EVR 1001L	INTRO TO ENVIRONMENTAL SCIENCES LAB	1	0	EQ	25	8 th – 12 th	UCC

¹ Course = Earns 1 Science HS Credit only when taken in conjunction with corresponding lab course; otherwise it is 0.5 HS Science credit.
Dual Enrollment Articulation Agreement between The Florida International University
Board of Trustees and The School Board of Broward County, Florida

DUAL ENROLLMENT CLASS LIST	FIU CREDIT	HS CREDIT	GRADUATION REQUIREMENT	CAP	RECOMMENDED GRADE LEVEL*	UCC
FRE 1130 FRENCH I	5	1	FL	25	9 th – 12 th	
FRE 1131 FRENCH II	5	1	FL	25	9 th – 12 th	
FRE 2200 INTERMEDIATE FRENCH	3	0.5	FL	25	9 th – 12 th	
FRE 2241 INTERMEDIATE FRENCH CONVERSATION	3	0.5	FL	25	9 th – 12 th	
FSS 3230C INTRODUCTORY COMMERCIAL FOOD PRODUCTION	3	0.5	EL	Lab Capacity	11 th – 12 th	
GEA 2000 WORLD REGIONAL GEOGRAPHY	3	0.5	EL	25	10 th – 12 th	UCC
GEB 2011 INTRODUCTION TO BUSINESS	3	0.5	VO	25	10 th – 12 th	
GEO 2000 INTRODUCTION TO GEOGRAPHY	3	0.5	EL	25	10 th – 12 th	UCC
GIS 2000 MAPPING IN GEOGRAPHY	3	0.5	EL	Lab Capacity	10 th – 12 th	
HFT 1000 INTRO TO HOSPITALITY AND TOURISM MANAGEMENT	3	0.5	VO	25	10 th – 12 th	
HSC 3537 MEDICAL TERMINOLOGY	3			25		
HSC 3549 CLINICAL PHYSIOLOGY FOR HEALTH PROFESSIONALS	3			25		
HSC 3661 COMMUNICATION THEORY FOR HEALTH PROFESSIONALS	3			25		
HUN 2201 PRINCIPLES OF NUTRITION	3	0.5	EL	25	9 th – 12 th	
IDC 1000 COMPUTER SCIENCE FOR EVERYONE	3	0.5	EL	Lab Capacity	10 th – 12 th	
INR 2001 INTRODUCTION TO INTERNATIONAL RELATIONS	3	0.5	EL	25	9 th – 12 th	UCC
ITA 1130 ITALIAN I	5	1	FL	25	9 th – 12 th	
ITA 1131 ITALIAN II	5	1	FL	25	9 th – 12 th	
ITA 2200 INTERMEDIATE ITALIAN	3	0.5	FL	25	11 th – 12 th	
ITA 2240 ITALIAN INTERMEDIATE CONVERSATION	3	0.5	FL	25	11 th – 12 th	
LAH 2020 LATIN AMERICAN CIVILIZATION	3	0.5	SS	25	11 th – 12 th	UCC
LIT 1000 INTRODUCTION TO LITERATURE	3	1	EN	25	11 th – 12 th	UCC
MAC 1105 COLLEGE ALGEBRA	3	1	MA	35	11 th – 12 th	UCC
MAC 1114 – TRIGONOMETRY (Prerequisites: MAC1105)	3	1	MA	35	11 th – 12 th	UCC
MAC 1140 – PRE-CALCULUS ALGEBRA (Prerequisites: MAC1105)	3	1	MA	35	11 th – 12 th	UCC
MAC 1147 – PRE-CALCULUS ALGEBRA AND TRIGONOMETRY (Prerequisites: MAC 1105)	4	1	MA	35	11 th – 12 th	UCC
MAC 2311 - CALCULUS (Prerequisites: MAC1147/MAC1140/MAC1114)	4	1	MA	35	11 th – 12 th	UCC
MCB 2000 INTRODUCTION TO MICROBIOLOGY, GL W/LAB	3	1	EQ	Lab Capacity	11 th – 12 th	UCC
MCB 2000L INTRODUCTION TO MICROBIOLOGY LAB	1	0	EQ	Lab Capacity	11 th – 12 th	UCC
MUH 2018 EVOLUTION OF JAZZ	3	0.5	PF	25	10 th – 12 th	UCC
MUH 2022 HISTORY OF ROCK MUSIC	3	0.5	EL	25	10 th – 12 th	
MUH 2370 HISTORY OF THE BEATLES	3	0.5		25	10 th – 12 th	
MUL 1010 MUSIC LIT/APPRECIATION	3	0.5	PF	25	8 th – 12 th	UCC
MUT 1001 FUNDAMENTALS OF MUSIC	3	0.5		25	9 th – 12 th	
MUT 1111 MUSIC THEORY I	3	0.5		25	9 th – 12 th	
MUT 1112 MUSIC THEORY II	3	0.5		25	10 th – 12 th	

DUAL ENROLLMENT CLASS LIST	FIU CREDIT	HS CREDIT	GRADUATION REQUIREMENT	CAP	RECOMMENDED GRADE LEVEL*	UCC
MUT 2116 MUSIC THEORY III	3	0.5		TBA		
MUT 2117 MUSIC THEORY IV	3	0.5		25	11 th – 12 th	
OCB 2003 INTRODUCTION TO MARINE BIOLOGY, GL W/LAB	3	1	EQ	25	10 th – 12 th	UCC
OCB 2003L INTRODUCTION TO MARINE BIOLOGY LAB	1	0	EQ	25	10 th – 12 th	UCC
PEM 2101 FOUNDATIONS OF FITNESS	3	0.5	PE	30	9 th – 12 th	
PHI 2010 INTRODUCTION TO PHILOSOPHY	3	0.5	EL	TBA		UCC
PHY 2048 PHYSICS WITH CALCULUS W/LAB	4	1	EQ	25	11 th – 12 th	UCC
PHY 2048L PHYSICS WITH CALCULUS LAB	1	0	EQ	25	11 th – 12 th	UCC
PHY 2053 & PHY 2048L – PHYSICS WITHOUT CALCULUS	4	1	EQ	25	11 th – 12 th	UCC
POR 1130 PORTUGUESE I	3	1	FL	25	11 th – 12 th	
POR 1131 PORTUGUESE II	3	1	FL	25	11 th – 12 th	
POR 2200 INTERMEDIATE PORTUGUESE	3	0.5	FL	25	11 th – 12 th	
POS 2041 AMERICAN GOVERNMENT	3	0.5	AG	35	11 th – 12 th	UCC
POT 2002 INTRODUCTION TO POLITICAL THEORY	3	0.5	EL	25	9 th – 12 th	
PSY 2012 INTRODUCTION TO PSYCHOLOGY	3	0.5	EL	25	11 th – 12 th	UCC
REL 2011 INTRODUCTION TO RELIGION	3	0.5	EL	25	11 th – 12 th	UCC
REL 2080 INTRODUCTION TO THE HOLOCAUST	3	0.5		25	11 th – 12 th	
SLS 1510 STRATEGIES FOR SUCCESS	3	0.5	EL	25	8 th – 12 th	
SPC 1017L FUNDAMENTALS SPEECH COMMUNICATION	3	0.5	PF	30	9 th – 12 th	
SPC 2511 FUNDAMENTALS OF ARGUMENTATION AND DEBATE	3	0.5	PF	30	9 th – 12 th	
SPC 2608 PUBLIC SPEAKING	3	0.5	PF	30	9 th – 12 th	UCC
SPN 1130 SPANISH I	5	1	FL	25	9 th – 12 th	
SPN 1131 SPANISH II	5	1	FL	25	9 th – 12 th	
SPN 2200 INTERMEDIATE SPANISH (Prereq: SPN1131)	3	0.5	FL	25	10 th – 12 th	
SPN 2201 INTERMEDIATE SPANISH II	3	0.5	FL	25	10 th – 12 th	
SPN 2210 ORAL COMMUNICATIONS SKILLS (Prereq: SPN1131)	3	0.5	FL	25	10 th – 12 th	
SPN 2233 INTERMEDIATE READINGS IN SPANISH (Prereq: SPN1131)	3	0.5	FL	25	10 th – 12 th	
SPN 2240 INTERMEDIATE SPANISH CONVERSATION (Prereq: 1131)	3	0.5	FL	25	10 th – 12 th	
SPN 2330 ADVANCED READINGS IN SPANISH (Prereq: SPN2233)	3	0.5	FL	25	10 th – 12 th	
SPN 2340 INTERMEDIATE SPANISH FOR NATIVE SPEAKERS	3	0.5	FL	25	10 th – 12 th	
SPN 2341 ACCELERATED INTERMEDIATE SPANISH FOR NATIVE SPEAKERS (Prerequisite: SPN2340)	3	0.5	FL	25	11 th – 12 th	
SUR 2101C SURVEYING (Prerequisite waiver required)	3	0.5		25	11 th – 12 th	
SYG 2000 INTRODUCTION TO SOCIOLOGY	3	0.5	EL	25	11 th – 12 th	UCC
SYG 2010 SOCIAL PROBLEMS	3	0.5	EL	25	11 th – 12 th	UCC
THE 2000 THEATER APPRECIATION	3	0.5	PF	25	9 th – 12 th	UCC
TPP 2100 INTRODUCTION TO ACTING	3	0.5	PF	25	9 th – 12 th	UCC

DUAL ENROLLMENT CLASS LIST	FIU CREDIT	HS CREDIT	GRADUATION REQUIREMENT	CAP	RECOMMENDED GRADE LEVEL*	UCC
WOH 2001 WORLD CIVILIZATION	3	0.5	WH	3S	11th-12th	UCC

APPENDIX F

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 G

 Dual Enrollment FLORIDA INTERNATIONAL UNIVERSITY	
<u>1007.271, F.S. Compliance Attestation</u>	
Term: Fall <input type="checkbox"/> Spring <input type="checkbox"/> 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