

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ 2014 (the Effective Date, which shall be the date this Agreement is fully executed), by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FORT LAUDERDALE, 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

and

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

(hereinafter referred to as FIU)

a member of the State University System of Florida,
whose principal place of business is
Undergraduate Education
Modesto A. Maidique Campus
11200 S.W. Street, PC 245, Miami, Florida 33199

WHEREAS, FIU and SBBC are encouraged by Section 1007.22, Florida Statutes, to enter into inter-institutional agreements to maximize articulation;

WHEREAS, Section 1007.271, Florida Statutes, requires school districts to pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to a public post-secondary institution that is delivering dual enrollment instruction on its campus. The legislation also provides for cost reimbursement to the post-secondary institution for instruction occurring at high school sites.

WHEREAS, this Agreement is aligned to the Senate Bill 1514, which includes, among other matters, funding provision responsibilities.

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

WHEREAS, FIU and SBBC offer courses which will enhance accelerated learning opportunities, including dual enrollment, for qualified SBBC high school students; and,

WHEREAS, SBBC wishes to promote and explain eligibility criteria for participation in accelerated learning opportunities to students and parents, including dual enrollment, and explain the process by which students and parents can exercise their option to participate;

WHEREAS, according to Section 1007.271, Florida Statutes, 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 Section 1009.25 Florida Statutes, and the fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 as of the last date signed by all Parties through the 30th of June 2018, unless the Agreement is terminated earlier pursuant to Section 3.05 of this Agreement. The Agreement will be reviewed in two-and- one-half (2 1/2) years to assess results and enact improvements, as necessary. The Agreement may be renewed for additional periods of time upon the mutual written consent of the Parties and subject to such terms and conditions as the Parties shall determine in writing. Such extension would require the amendment of the Agreement to incorporate eligibility criteria and requirements. Any amendment would require the approval of authorities of SBBC and FIU.

2.02 Dual Enrollment Courses. To meet the Southern Association of Colleges and Schools' Commission on Colleges' (SACSCOC) standard 3.4.7, FIU is responsible for

ensuring the quality of all dual enrollment coursework offered through contractual agreements.

2.03 Program Review. The responsibility and role of the parties delineated in this Agreement are basic to FIU's ability to ensure the quality of the educational dual enrollment program and courses covered by this Agreement. The program will be reviewed mid-point to identify and implement improvements, as necessary. FIU and SBBC personnel will collaborate in identifying the criteria that will be used to evaluate the dual enrollment program.

2.04 Joint Responsibilities. SBBC and FIU shall maintain responsibility for implementing the various components of this Agreement as delineated in this Agreement.

2.05 Dual Enrollment Recruitment Procedures. Each high school curriculum guide will provide students and families with informational documents describing the educational benefits and eligibility requirements of the various acceleration program options, as well as a copy of the Dual Enrollment Transfer Guarantees (Section 1007.271, Florida Statutes) Please see **Appendix A**. Each high school curriculum guide will describe the acceleration options.

FIU requires that SBBC organize student and parent orientations to review eligibility requirements and expectations. These orientations should be held at least on an annual basis. FIU will participate at these orientation sessions, as appropriate.

On an annual basis, each middle school will advise parents and students regarding the importance of rigorous coursework such as advanced placement and dual enrollment courses, as required by Section 1003.4156, Florida Statutes.

In a cooperative effort, admissions and registration personnel from FIU will be available to local area high schools to provide additional information and answer specific student questions.

FIU admissions personnel will provide dual enrollment information at least annually at relevant events attended by SBBC students, such as college and career fairs, and information sessions.

2.06 Dual Enrollment Pre-Registration Advising. The guidance departments at the high schools have the responsibility of advising the students as to dual enrollment course offerings, providing the recommendation forms for admissions, and indicating the specific courses in which eligible students are to be enrolled. The admissions and registration officials at the FIU campus in the area of participating high schools will provide appropriate forms

and will work jointly with the designated high school guidance staff to accomplish application and registration requirements.

Pre-registration advising will focus on the curricular expectations of university-level academic work. Such work typically exceeds the work required of high school courses. Pre-registration advising will include information on FIU's add/drop policies and deadlines, as well as the impact of academic performance in dual enrollment courses, which becomes a part of a student's *permanent* college transcript and are calculated into the student's *permanent* postsecondary grade point average (GPA).

2.07 Dual Enrollment Registration Procedures. The following documents for each student must be submitted to FIU, Modesto A. Maidique Campus, Undergraduate Education, prior to registration and in accordance with registration deadlines posted on the FIU website for dual enrollment students.

- A. The Proof of Measles Immunization Form must be provided by the student if attending FIU classes for the first time on FIU campuses.
- B. The student must provide an official SBBC dual enrollment form signed by the high 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 high school guidance counselor to complete the required sections of the form and select the courses from the approved dual credit course list. (**Appendix B** carries the link to the Dual Enrollment Course—High School Subject Area Equivalency List.)
- C. The student must provide Preliminary Scholastic Aptitude Test (PSAT) test scores, Scholastic Aptitude Test (SAT) scores, or American College Test (ACT) scores, if taking English or Mathematics courses, and additionally, other discipline specific placement tool(s).

2.08 Dual Enrollment Withdrawal Procedures. All dual enrollment students are responsible for officially withdrawing from classes that they are no longer attending in accordance with FIU requirements and deadlines. The Registrar's Office must receive an official withdrawal from a dual enrollment course(s) within three weeks after enrollment. Students who do not officially withdraw from a class may receive a failing grade. Such a failing grade becomes a part of students' permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid. All dual enrollment students are responsible for notifying the high school guidance counselor, in writing, prior to withdrawal from any dual enrollment course.

2.09 Dual Enrollment Eligibility Criteria.

- A. FIU agrees to permit high school students enrolled in eligible home education, public and non-public high schools in Broward County, 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 completing 9th grade, students are eligible to participate in dual enrollment opportunities on FIU campuses. 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 cumulative unweighted GPA; (3) minimum standardized college placement score; (4) satisfy any course prerequisites; and, (5) meet any additional admissions criteria set by the post-secondary institution. 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 high school guidance director and FIU's Registrar's Office.

Special dual enrollment credit programs may have admissions requirements that differ from those stated above. Additional eligibility criteria may apply to special programs as described in this Agreement.

- B. The dual enrollment program provides an opportunity to take challenging courses and accelerate educational opportunities. Generally, students can take the courses indicated in the Dual Enrollment Course—High School Subject Area Equivalency List. This list can be accessed via <http://www.fldoe.org/articulation/pdf/DEList.pdf>. Dual enrollment courses not referenced in the equivalency list maintained by the Florida Department of Education may be taken by those students enrolled in the special programs described within this Agreement. Dual enrollment courses become a part of students' permanent college transcripts. As such, grades become part of permanent high school and college transcripts.
- C. An eligible home education secondary student must provide proof of enrollment in a home education program. The student must be registered with the SBCC 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.

2.10 Dual Enrollment Code of Conduct. Dual enrollment students are responsible for adhering to 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 Handbook* can be accessed via <http://www.fiu.edu>

2.11 Dual Enrollment Costs. For dual enrollment offered at FIU, the school district will pay the standard tuition rate per credit hour from the Florida Education Finance Program (FEFP). Additionally, registration and laboratory fees are not included in the school district payment; students are exempt from paying any registration, tuition, or laboratory fees. The school district will not receive funds under FEFP for summer dual enrollment. Therefore, summer enrollment is exempt from tuition rate per credit hour cost.

2.12 Dual Enrollment Program Quality.

- A. **Credits.** Credits and grade points will be assigned according to policies established by FIU and SBBC based on State statutes.
- B. **Materials and Equipment.** The SBBC shall provide dual enrollment students, free of charge, required college textbooks and other instructional materials in accordance with Section 1007.271(14), Florida Statutes. The SBBC will provide computers and web access as necessary. Access will be provided (for the purpose of assistance) to the SBBC's Office of Information Technology.
- C. **Student Records.** Subject to applicable laws, all documentation, including, but not limited to, test results, course credits, and any other educational records maintained by FIU, that will assist high schools to provide an appropriate education for the students involved, will be available to school personnel and handled in accordance with state and federal confidentiality and privacy acts. FIU and SBBC understand and agree that they are subject to all federal and state laws related to the confidentiality of student information. FIU and SBBC agree to

comply with the Family Educational Rights and Privacy Act (FERPA) and SBBC rules pertaining thereto. FIU shall treat dual enrollment student information as confidential and will not disclose the student information to any third party, except as required by law.

- D. **Course Offerings.** FIU shall provide dual enrollment opportunities to SBBC students after all matriculating students have registered for the classes. Dual enrollment courses for SBBC students are generally limited to those indicated in <http://www.fldoe.org/articulation/pdf/DEList.pdf>.

2.13 **Online Dual Enrollment.**

- A. **Online Dual Enrollment.** FIU will offer online dual enrollment educational opportunities for selected courses to enhance academic accelerated mechanism for students. Online courses will be available upon demand and special request by the high school administration. This list changes depending on demand. Schools officials are responsible for notifying FIU of their online dual enrollment needs for the coming semester at least eight (8) weeks prior to the start of the FIU semester. School officials will provide a final roster of students to be registered in an online dual enrollment course for the next semester at least three (3) weeks prior to the end of the then current semester. Online dual enrollment courses will follow regular FIU's semester scheduling and FIU's calendar; therefore if the specific deadlines delineated above are not met, students will not be able to enroll in the online courses. These deadlines are crucial to ensure appropriate planning and accountability.
- B. **Eligibility.** The requirements for students to participate in an online dual enrollment courses follow the same eligibility criteria as Section 2.09A. Online dual enrollment courses will follow on-campus dual enrollment eligibility guidelines, and general rules and regulations described in prior sections. The online dual enrollment program does not allow for academic waivers for students to participate. Only eligible 11th and 12th graders could participate in the online dual enrollment program. The dual enrollment may fulfill Florida Department of Education's high school graduation requirement that students take at least one online course.
- C. **Program Quality.** In accordance with section 2.12B of this agreement, school official will ensure adequate access to computers and materials for effective online learning. School officials are responsible for the purchase of the textbooks and materials provided to high school students participating in the FIU online

Dual Enrollment program. FIU agrees to make instructional materials free of charge when available on open source.

- D. **Payment.** Pursuant to Section 1009.25, Florida Statutes a student who is enrolled in a dual enrollment program with a state university is exempt from payment of tuitions and fees. Therefore, the school administration will be responsible for the online dual enrollment services. The cost of the online dual enrollment is \$110 per credit hour or \$330 for each 3-credit course. FIU's University College will invoice the school administration for these educational services two (2) weeks after the registration period has ended. Fees will be re-evaluated annually by July 1st of each year and will be subject to change.

2.14 FIU Courses offered on High School Campus Locations. SBBC provides an opportunity for students to engage in a rigorous curriculum that integrates core academics necessary to a four- (4) year degree, while students complete a high school diploma. FIU agrees to permit high school students enrolled in SBBC in Broward County, who have been certified by their principals as qualified, to dually enroll in regularly offered FIU courses at high school campus location. In general, the majority of the dual enrollment courses are *only* available to Juniors and Seniors, with the exception of those courses identified in **Appendix C** as opened to Sophomores. 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 cumulative unweighted GPA; (3) minimum standardized college placement score; (4) satisfy any course prerequisites; and (5) meet any additional admissions criteria set by FIU. 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 high school guidance director and FIU's Registrar's Office. Students who earn a 'C' or lower in any one dual enrollment course will not be allowed to continue participating in the dual enrollment program.

- A. **Marketing.** FIU and the SBBC will work collaboratively to market the programs, provide staff development, transition students, evaluate courses, and assess overall results.
- B. **Guidance.** FIU and the SBBC will work collaboratively to provide guidance and monitor dually enrolled students.
- C. **Payment.** The SBBC shall pay FIU a *nonrefundable* \$3,500 per term administrative charge, in addition to a \$1,500 registration fee per unique dual enrollment course taught at High School Campus Location by SBBC instructional staff who serve as courtesy appointment lecturers for FIU. Alternatively, if an

FIU faculty or adjunct instructor is hired to teach a class - three (3) credit course - on a High School Campus Location, a fee of \$5,382.50 (i.e., \$5,000 salary plus 7.65 percent for benefits) will be charged to the SBBC for the provision of educational services. FIU's University College will invoice the special programs for these educational services two (2) weeks after the registration period has ended. Fees will be re-evaluated annually by July 1st of each year and will be subject to change. For dual enrollment courses offered on a high school campus by university faculty/instructor, the school district must reimburse the university for costs associated with the proportion of salary and benefits of the instructor and other actual costs. For dual enrollment courses offered on a high school campus by a high school teacher (i.e., an FIU credentialed courtesy lecturer), the school district is responsible for the university's actual costs associated with dual enrollment.

- D. **Teacher Credentialing.** In accordance with FIU faculty credentialing requirements, a college-level instructor must have a concentration of at least a master degree in the teaching discipline or a master degree with a concentration (a minimum of 18 graduate semester hours in the teaching discipline). (Refer to **Appendix D.**) The credentialing process for dual enrollment courtesy appointment lecturers occurs at the level of the academic unit. High schools should send instructors' curricula vitae, official transcripts and course proposals to an FIU University College representative (for approval). SBBC must follow FIU's University College'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.

Per Section 1007.271, Florida Statutes, 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.

- E. **Evaluation.** Special programs allowing dual enrollment courses taught directly at a high school will need to agree to the following: 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). In addition, FIU 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.

- F. **Professional Development, Mentoring, and Oversight for SBBC Teachers:** 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/ mentoring: 1) announced classroom visitation (observation of teaching and structured feedback using rubrics), review of syllabi (examining syllabi for all FIU specified components and provide sufficient details to students including plagiarism and academic misconduct policy), 2) review of other teaching materials (PowerPoints, handouts, lesson plans or lecture notes, use of primary and secondary sources, etc.), 3) 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, 4) 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 years' worth of student papers and exams as these may need to be collected for an on-campus review. Current and prospective courtesy lecturers would need to agree to these requirements in order to be able to teach FIU dual enrollment courses at high schools and/or become credentialed. The goal is to give FIU courtesy lecturers the same support and mentoring provided to part-time faculty on campus.
- G. **FIU Required Training.** Courtesy appointment lecturers teaching FIU dual enrollment courses at high school campus location are required by FIU to participate in professional development training in the area of assessment of the university core curriculum.
- H. **Student Educational Records.** To the extent authorized by law, student educational records, when requested by FIU, shall be made available. Student records will be maintained by the corresponding home school in which each student is enrolled, according to guidelines previously developed for students of dual enrollment. Subject to applicable laws, all documentation, including, but not limited to, test results, course credits, and any other educational records maintained by FIU, that will assist the high school to provide an appropriate education for the students involved, will be available to school personnel and handled in accordance with state and federal confidentiality and privacy acts. FIU and SBBC understand and agree that they are subject to all federal and state laws

related to the confidentiality of student information. FIU and SBBC agree to comply with FERPA and SBBC rules pertaining thereto. FIU shall treat all dual enrollment student information as confidential and will not disclose the student information to any third party, except as required by law.

- I. **Enrollment Procedures.** The SBBC is responsible for student recruitment and for allowing qualifying students to participate in the special programs. 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. Information regarding the appropriate application forms and mandatory testing required by FIU will be provided by school personnel. Students may enter or leave the program only at the start of a term in August or January.
- J. **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 any emergency situation(s).
- K. **Course Outlines.** All dual enrollment courses taught at high schools will follow FIU's course outline and the same procedures for courses taught on the FIU campuses.
- L. **Course Syllabus.** All dual enrollment courtesy lecturers are required to provide students with course syllabi. Syllabi must contain (at a minimum) the following information:
 - the name of the course, course and section numbers, course description, course objectives and learning outcomes, prerequisites and co-requisites (if any), and term and year offered;
 - the instructor's name, telephone number, e-mail address, department or school, office location and office hours;
 - required as appropriate, including texts (including ISBN), lab supplies, artistic supplies, professional and ancillary items;
 - grading standards to calculate final grades;
 - a tentative outline that includes major topics, anticipated dates of assignments, performances, artistic submissions, and/or examinations;
 - the evaluation performance measures applied in awarding final grades;
 - attendance standards, as required.
- M. **Dual Enrollment Off-site High School Course Limitation.** In keeping with the notification requirements of SACSOC's Substantive Change Policy, FIU offers 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-year period. Several sections of the same SBBC course are only counted as one offering. Adherence to the course limitation policy would be strictly monitored by FIU University College. Any breach of this policy could signal the termination of the Agreement (see below).

- N. **Restriction**: In order to comply with Section 1007.271, Florida Statutes dual enrollment courses taught on high school campuses *may not* be combined with any non-college credit high school course. On a semester's basis, high school principals must attest in writing that dual enrollment courses are not combined with any non-college credit high school course. The attestation must be sent to FIU's University College within the timetable and procedure established and communicated to the principals.
- O. **Credits**. Credits and grade points will be assigned according to policies established by FIU and SBBC based on State statutes.
- P. **Materials and Equipment**. The SBBC shall provide dual enrollment students, free of charge, required college textbooks and other instructional materials to students in accordance with Section 1007.271(14), Florida Statutes. The SBBC will provide computers and web access as necessary. Access will be provided (for the purpose of assistance) to the SBBC's Office of Information Technology.
- Q. **Courses**. Dual enrollment courses for students in the aforementioned special programs may exceed those described in the link provided in **Appendix B** as outlined in the programs' published scope and sequence.
 - 1. **Class Size**. FIU has set maximum number of students allowed in a Dual Enrollment courses. Maximum class size is found on the current listing of approved course offerings for SBBC high schools. (Refer to **Appendix C**.) The requirements must be met. High schools must provide on a semester's basis to University College 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.

2.15 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 which 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 grades 10-12 by SBBC.
 2. Students enrolled in dual enrollment instruction may be counted as full-time equivalent by FIU.
 3. Dual enrollment courses are free to students who attend a Florida public college or university; this includes registration, matriculation, or laboratory fees for courses taken through dual enrollment. Instructional materials (such as books) are provided to public school students free of charge; however, students enrolled in home education programs or non-public secondary schools must provide their own materials.
 4. 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 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, 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).

2.16 Dual Enrollment Transportation. All students must provide their own transportation. Students parking on campus are subject to a decal fee payable by the student to FIU.

2.17 Use of Logos and Brands.

- A. Except as otherwise authorized in writing by FIU, SBBC shall do business in its own name and shall not trade upon the name or credit of FIU. All brochures, advertisements, website materials, or other solicitations for the dual enrollment program that include reference to FIU, regardless of medium and language, shall

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

- B. Except as otherwise authorized in writing by SBBC, FIU shall do business in its own name and shall not trade upon the name or credit of SBBC. All brochures, advertisements, website materials, or other solicitations for the program that include reference to the SBBC shall be subject to SBBC's prior written approval. This Agreement confers no rights upon FIU to use the logos, marks and likeness of SBBC in any advertising other than for the dual enrollment program and in a manner consistent with the provisions of this paragraph.
- C. Neither FIU nor SBBC may use the SACSCOC logo. The use of this logo is reserved exclusively for SACSCOC.

2.18 Inspection of FIU's Records by SBBC. FIU shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All FIU's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by FIU or any of FIU's payees pursuant to this Agreement. FIU's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. FIU's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

- A. **FIU's Records Defined.** For the purposes of this Agreement, the term "FIU's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed

subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures paid by SBBC under to this Agreement.

- B. **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to FIU's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and for as long as these records are maintained pursuant to the State of Florida records retention schedule.
- C. **Notice of Inspection.** SBBC's agent or its authorized representative shall provide FIU reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.
- D. **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to FIU's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.
- E. **Failure to Permit Inspection.** Failure by FIU to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any FIU's claims for payment by SBBC.
- F. **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses purposeful overcharges or unauthorized charges to SBBC by FIU in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FIU. If the audit discloses billings or charges to which FIU is not contractually entitled, FIU shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.
- G. **Inspector General Audits.** FIU shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.19 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. 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 Southeast Third Avenue - 13th Floor
Fort Lauderdale, Florida 33301

With a copy to: Executive Director
Division of Instruction and Interventions
Curriculum and Instruction/Student Support
The School Board of Broward County, Florida
600 Southeast Third Avenue – 13th Floor
Fort Lauderdale, Florida 33301

To FIU: Douglas L. Robertson, Ph.D., Dean
Undergraduate Education
Florida International University
Modesto A. Maidique Campus
11200 S.W. Street, PC 245
Miami, Florida 33199

With a copy to: William Beesting, Ph.D.
Associate Dean
Undergraduate Education
Florida International University
Modesto A. Maidique Campus
11200 S.W. Street, PC 245
Miami, Florida 33199

2.20 Background 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 Lundsford 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 through distance

learning, at a FIU classroom facility or at an offsite high school. If FIU assigns FIU professors and/or adjunct professors to teach FIU dual enrollment courses offsite directly at the designated high school campus, FIU will conduct a background check, as appropriate.

2.21 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or 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 limitations. Notwithstanding the foregoing, FIU's and SBBC's indemnification herein is subject to applicable laws, including, but not limited to, Section 768.28, Florida Statutes, and the limitations, restrictions, and defenses therein. Nothing contained herein shall constitute a waiver of sovereign immunity.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or 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 limitations.

3.02 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 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.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to party's retirement, leave benefits or any other benefits of employees shall exist for the employees of the other party as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, contributions to unemployment

compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

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

3.05 Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 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) 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) 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, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of either party under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If either party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by that party at the end of the period for which funds have been allocated. That party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section

55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC. This provision shall equally inure to FIU's benefit.

3.09 Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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 Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, both parties to this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless the other party and the party's respective officers and employees for their party's violation of this section, including, without limitation, defending the officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the other party, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon that party arising out of a breach of this covenant by the other party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that said party or an officer, employee, agent, representative, contractor, or sub-contractor of said party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or 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 limitations.

3.11 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.

3.12 Place of Performance. Students enrolled pursuant to this Agreement will attend classes at different locations, including Miami-Dade County.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of a State court of competent jurisdiction in Florida.

3.14 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.

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

3.16 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.

3.17 Incorporation by Reference. Appendices **A, B, C** and **D** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall

not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them 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 expresses 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.

3.21 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.

3.22 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term 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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 Survival. All representations and warranties made herein, regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 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.

The Parties hereto have made and executed this Agreement on the date last signed below.

FOR THE SCHOOL BOARD OF BROWARD COUNTY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FT. LAUDERDALE, FLORIDA:

By: _____
Patricia Good, Chair

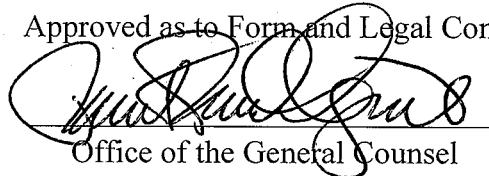
Date: _____

ATTEST:

By: _____
Robert W. Runcie,
Superintendent of Schools

Date: _____

Approved as to Form and Legal Content:


Office of the General Counsel

Date: 05/07/14

FOR THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES:

(Corporate Seal)

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES
MIAMI, FLORIDA

By: 

Douglas Wartzok, Ph.D.
Provost and Executive Vice President

Date: 1/14

By: 

Douglas L. Robertson, Ph.D.
Dean, Undergraduate Education

Date: 4/28/14

Approved as to Form and Legal Sufficiency:

By: 

Isis Carbajal de Garcia
Deputy General Counsel

Date: 4/25/14

APPENDIX A

DUAL ENROLLMENT TRANSFER GUARANTEES

The dual enrollment program is an opportunity to take challenging courses and accelerate education opportunities. With hundreds of dual enrollment courses available, there is great potential to further engage and motivate students to pursue academically rigorous courses that capture their interests. Successful completion of dual enrollment courses allows eligible high 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 college or university where they earned the dual enrollment credit the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Private and out-of-state colleges and universities may or may not grant college credit for courses taken through dual enrollment.

July 2012

APPENDIX B

Please refer to Dual Enrollment Course—High School Subject Area Equivalency List accessible via <http://www.fldoe.org/articulation/pdf/DEList.pdf>

Eligible dual enrollment courses for qualified SBBC students, with the exception of the special program 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 1.0 credit, and satisfy a high school graduation requirement in English, Social Studies, Science, or Mathematics, or
- transfer to the high school as 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).

SBBC students, with the exception of the students enrolled in the special program described in the inter-articulation agreement, may not enroll in more than two (2) dual enrollment courses per semester.

APPENDIX C

Dual Enrollment Class List	CAP	GRADE LEVEL
updated 3/1/2013		
AMH 2041 - AMERICAN HISTORY	35	Jr-Sr
AMH 2042 - MODERN AMERICAN CIV	35	Jr-Sr
DEP 2000 - HUMAN GROWTH & DEVELOPMENT	35	Jr-Sr
ECO 2013 - PRINCIPLES OF MACROECONOMICS	35	Jr-Sr
ECO 2023 - PRINCIPLES OF MICROECONOMICS	35	Jr-Sr
ENC 1101 - WRITING AND RHETORIC I	25	Jr-Sr
ENC 1102 - WRITING & RHETORIC II	25	Jr-Sr
ENG 2012 - APPROACHES TO LIT	35	Jr-Sr
ENL 2012 - SURV BRIT LITERATURE I	35	Jr-Sr
EUH 2011 - WESTERN CIVILIZATION: EARLY EUROPEAN	35	Jr-Sr
EUH 2021 - WESTERN CIV: MED/MOD	35	Jr-Sr
EUH 2030 - WESTERN CIV: MOD/EUR	35	Jr-Sr
ITA 2200 - INTERM ITALIAN	30	Jr-Sr*
ITA 2240 - INTERMEDIATE ITALIAN CONVER	25	Jr-Sr*
LAH 2020 - LATIN AMERICAN CIV	35	Jr-Sr
LIT 2110 - WORLD LITERATURE I	35	Jr-Sr
MAC 1105 - COLLEGE ALGEBRA	35	Jr-Sr
MAC 1114 – TRIGONOMETRY	35	Jr-Sr
MAC 1140 - PRECALCULUS ALGEBRA	35	Jr-Sr
MAC 1147 - PRECAL ALG AND TRIG.	35	Jr-Sr
MAC 2311 - CALCULUS I	35	Jr-Sr
POS 2042 - AMERICAN GOVERNMENT	35	Jr-Sr
PSY 2012 – PSYCHOLOGY	35	Jr-Sr
SPN 1130 - SPANISH I	30	Jr-Sr*
SPN 1131 - SPANISH II	30	Jr-Sr*
SPN 2200 - INTERMEDIATE SPANISH I	30	Jr-Sr*
SPN 2201 - INTERMEDIATE SPANISH II	30	Jr-Sr*
SPN 2210 - ORAL COMMUNICATION	30	Jr-Sr*
SPN 2233 - INTERM READ SPANISH	30	Jr-Sr*
SPN 2240 - INTERM CONVERSATION	30	Jr-Sr*
SPN 2330 - ADVANCE SPANISH READING	30	Jr-Sr*
SPN 2340 - INTERM SPANISH NATIVE SPEAKERS	30	Jr-Sr*
SPN 2341 - ACC INT SPANISH NATIVE SPEAKERS	30	Jr-Sr*
SYG 2000 - INTRO TO SOCIOLOGY	35	Jr-Sr
WOH2001 - WORLD CIVILIZATION	35	Jr-Sr

*Sophomores with successful passing of AP exam course		
CGS 2060 - INTRO TO MICRO COMPUTERS	one computer per student	sophomore and higher
CGS 2518 - COMPUTER DATA ANALYSIS	one computer per student	sophomore and higher
COP 1000 -INTRO TO COMPUTER PROGRAMMING	one computer per student	sophomore and higher
COP 2210 - PROGRAMMING I	one computer per student	sophomore and higher
EDF 1005 - INTRO TO EDUCATION	30-35	Jr-Sr
EDF 2085 - TEACHING DIVERSE POPULATIONS	30-35	Jr-Sr
PEM 1141 - AEROBIC FITNESS		sophomore and higher
PEM 2101 - FOUNDATIONS OF FITNESS		sophomore and higher
ART 1201C - 2D DESIGN	adequate studio space per student	
ART 1203C - 3D DESIGN	adequate studio space per student	
ART 2300C - BEGINNING DRAWING	adequate studio space per student	
ART 2500C - BEGINNING PAINTING	adequate studio space per student	
ART 2750C - BEGINNING CERAMICS	adequate studio space per student	
SPC 2300 - FUND OF INTERPERSONAL COM	35	Jr-Sr
SPC 2608 - PUBLIC SPEAKING	30	Jr-Sr
MUH 1011 - MUSIC APPRECIATION		Jr-Sr
ENT 1000 - INTRO TO ENTREPRENEURSHIP		sophomore and higher
EGN 1033 – TECHNOLOGY, HUMANS, AND SOCIETY	35	10th grade and higher

APPENDIX D

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.

Florida International University 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 Research University with High Research Activity (RU/H) Florida International University 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.