

**DUAL ENROLLMENT ARTICULATION AGREEMENT
BETWEEN THE UNIVERSITY OF WEST FLORIDA
AND THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**

THIS DUAL ENROLLMENT ARTICULATION AGREEMENT is entered into between the University of West Florida Board of Trustees, a public body corporate, 11000 University Parkway, Pensacola, Florida 32514 (hereinafter referred to as the "University" or "UWF") and the School Board of Escambia County, Florida, 75 North Pace Blvd, Pensacola, FL 32505 (hereinafter referred to as the "School District"), and becomes effective as of the date last signed below.

WHEREAS, the Florida Legislature has promulgated Section 1007.271, Florida Statutes, providing for the adoption of articulation agreements for postsecondary instruction for Florida public or private school students in grades 6 through 12, and

WHEREAS, the parties hereto believe that the adoption of an articulation plan will provide enhanced learning opportunities for qualified students in the School District during and after normal class hours through the effective use of the University's programs and resources;

NOW THEREFORE, the University and the School District hereby agree as follows:

A. DUAL ENROLLMENT PROGRAM

1. Student – Student success in the Dual Enrollment Program is dependent upon the student's academic readiness and social maturity.
2. Faculty – Dual Enrollment Program instructors shall be employed faculty of the University. As required by University policy, the faculty and course shall be evaluated by the approved student evaluation instrument and by the University academic department head.
3. Dual Enrollment Program – The Dual Enrollment Program provides postsecondary learning opportunities for qualified eligible students through the effective use of the University's courses, services, and resources.
 - a. Students are eligible to participate in Dual Enrollment if they have met the requirements of Section 1007.271, Florida Statutes, including any alternative methods, as identified in Florida Department of Education rules, for demonstrating achievement in college-level communication and computation skills, and are approved by their School District representative(s) to have:
 - (1) Attained a grade level of at least sixth through twelfth;
 - (2) Earned a minimum of no less than three high school core academic credits;

(3) Achieved and maintained a minimum high school unweighted core academic grade point average (GPA) of 3.00 each semester;

(4) Have a minimum test score of:

- 24 on the SAT-Reading, 24 on the SAT-Mathematics, and 25 on the Writing/Language

OR

- 17 on the ACT-E, 19 on the ACT-R, and 19 on the ACT-M

OR

- 106 on the PERT Reading, 114 on the PERT Math, and 103 on the PERT English

(5) Enrolled in a public school within the School District for one full semester prior to participating in Dual Enrollment. A transfer student that has successfully completed a Dual Enrollment course (as indicated on the student's transcript from the sending school) and otherwise meets the requirements of the Dual Enrollment Program may be allowed to participate in the Dual Enrollment Program upon initial enrollment with the School District;

(6) Consulted with their guidance counselor about taking Dual Enrollment course(s) at UWF.

b. Students eligible for Dual Enrollment courses shall:

(1) Obtain and complete the following forms, which are available on the UWF web page:

(a) UWF Dual Enrollment Application; and

(b) UWF Dual Enrollment Approval Form (required for each semester of dual enrollment).

(2) Return the completed forms, with required signatures, to the guidance counselor as soon as they are completed, but no later than the first day of classes;

- (3) Before registration, complete the online Mandatory Immunization Health History Form, and, if necessary, submit supporting documentation to:

University of West Florida
Student Health Services Building 960
11000 University Pkwy.
Pensacola, FL 32514
Phone: 474-2172
FAX: 857-6100
healthcenter@uwf.edu

The Mandatory Immunization Health History Form and supporting documentation is required for registration. Exceptions may be granted in the event of medical contraindications or for religious reasons;

- (4) Communicate with the guidance counselor to complete the course registration process;
 - (5) Purchase a UWF Nautilus Card and, if necessary, a UWF parking decal; and
 - (6) Refer to the Office of the Registrar web page for registration dates and deadlines.
4. Early Admission – Early Admission is a form of Dual Enrollment through which eligible students may enroll on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Students who wish to participate in Early Admission must submit a completed undergraduate admissions application, including any supporting documentation or test scores required by the University. Applications for Early Admission are considered in the same manner as other “First Time in College” student admissions decisions.
 5. Student Registration and Student Responsibilities – Eligible students who wish to participate in the Dual Enrollment Program shall comply with the regular registration procedures of the University. Students shall obtain appropriate advisement from the School District for selected courses prior to registration. Students enrolled in the Dual Enrollment Program are subject to all University policies and procedures while on any UWF campus or at any UWF sponsored programs off-campus.
 6. Number of Credits –

- a. Maximum number of credits per semester – Full-time Dual Enrolled students may register for a maximum of fifteen (15) semester hours per semester or six (6) hours for a summer term (see early admissions program below). A student who enrolls as a part-time Dual Enrollment student may take a maximum of six (6) hours per semester while maintaining four (4) classes at the School District level. It shall be the responsibility of the School District to verify that students have completed the necessary prerequisites for each course.
 - b. Maximum number of credits earned as a Dual Enrollment student – The maximum number of credit hours that can be earned cumulatively as a Dual Enrollment student shall not exceed sixty (60) semester hours.
 - c. Early Admission Program – A student must enroll in a minimum of twelve (12) college credit hours per semester or the equivalent to participate in the Early Admission Program. A student may not be required to enroll in more than fifteen (15) college credit hours per semester or the equivalent.
7. Approved Courses – Postsecondary instruction approved for Dual Enrollment must be creditable toward the high school diploma and the baccalaureate degree in a manner consistent with the Dual Enrollment Course-High School Subject Area Equivalency List approved by the Florida Board of Education as posted on https://dlss.flvc.org/c/document_library/get_file?uuid=8e147e5f-857c-490e-be68-f145b084fc12#page=56.

Eligible students shall be permitted to enroll in such creditable courses conducted during school hours, after school hours, and during summer terms. Suggested courses are listed at <https://uwf.edu/academic-affairs/departments/strategic-enrollment-initiatives/dual-enrollment/>.

Dual Enrollment students may not take:

- a. Courses that are not creditable to both the high school diploma and the college degree
- b. Any courses for which the student already has credit or may earn AP/IB credit
- c. Courses graded on an S/U basis, P/F basis, or not graded at all such as an audit
- d. Recreation, Physical Skills, or Leisure courses, such as dance, yoga, karate, tennis, or weightlifting
- e. Courses with unmet prerequisites
- f. Courses designated as limited access or restricted to specific cohorts, programs, or student types, including Kugelman Honors-designated sections
- g. Graduate-level courses (5000-8000 level)

- h. Internships, capstones, independent/directed study, study abroad courses or 990 courses**

The University shall assume responsibility for the maintenance of the instructional quality in accordance with the requirements of Section 1007.271(5), Florida Statutes.

- 8. Posting Credits – UWF shall assign letter grades to each student enrolled in a Dual Enrollment course and transmit same to the School District. The letter grade assigned by UWF shall be posted to the student's school transcript by the School District.**
- 9. Weighting –The School District must weigh Dual Enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated.**
- 10. Withdrawing from a course – Students participating in Dual Enrollment will not be permitted to withdraw from a course unless it is mutually agreed upon by the University and the school principal or appointed designee. Students who withdraw from courses without the permission of the School District will forfeit the opportunity to participate in the Dual Enrollment program for the next full-time semester, which may include summer terms. Students receiving a grade of D or F will lose eligibility for Dual Enrollment for courses taken with the University for at least one semester, including summer semester.**
- 11. Student Monitoring – Monitoring of student performance subsequent to enrollment in Dual Enrollment courses shall be the responsibility of the School District. At the conclusion of each academic semester, the School District will review the academic progress of each participating student. In situations where a student has demonstrated academic difficulties, the student may be denied the opportunity to take additional Dual Enrollment courses at the University. Dual enrolled students must maintain a cumulative University GPA of 2.50.**
- 12. Enrollment Limits – The University, in its sole discretion, may cancel a course based upon low enrollment. The determination for what constitutes low enrollment is at the discretion of the academic department offering the course.**
- 13. Transportation – Transportation for any student receiving Dual Enrollment instruction shall not be the responsibility of the University, but rather is the responsibility of the student or the student's parents.**
- 14. Fees and Textbooks – Dual Enrollment students shall be exempt from the payment of registration, tuition, and laboratory fees. Instructional materials**

assigned for use within Dual Enrollment courses shall be made available to Dual Enrollment students free of charge by the School District. Instructional materials purchased by the School District on behalf of a Dual Enrollment student shall be the property of the School District. Students may be required to return book(s) to the School District after completion of a course. Students are responsible for the payment of library and/or parking fines, Nautilus Card (UWF ID card) fees, and parking decals.

15. Information – The School District shall provide a mechanism for communicating the educational and economic benefits, as well as the requirements for participation and enrollment procedures, to parents and students in accordance with Section 1007.271(8), Florida Statutes. The University shall provide a syllabus for each course that outlines expectations of the student.
16. Screening and Academic Counseling – Eligible students may exercise their option to participate in the Dual Enrollment Program by following the registration and guidance procedures outlined by the School District and the University. Students are required to meet with their respective school counselor to review eligibility criteria and to develop a graduation plan. Once the school counselor has determined that the student is eligible for the Dual Enrollment program and has developed a plan for the student, the student will complete the application forms and contracts as appropriate.
17. Transfer Guarantees – 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. A copy of the Dual Enrollment Transfer Guarantees statement is attached and can be found at <https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf>.
18. Reporting – Each party is responsible for reporting information required by the State in a timely manner.

B. FUNDING

1. The School District shall pay to the University the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program when Dual Enrollment instruction is provided by UWF and the course is taken during the

fall or spring term. If instruction is provided on School District's site by School District faculty, the School District is not responsible for payment to UWF. Following verification of enrollment and after the University's drop/add date, the University shall invoice the School District for the students participating in the Dual Enrollment Program. The invoice shall be submitted to the district office, attention to the Instructional Administrator, no later than two weeks after the drop/add deadline. Payment shall be made by the School District to the University within thirty (30) days of the date of the invoice.

2. For purposes of determining payment due the University, on-line or hybrid classes offered by the University are considered to be on the University campus.
3. For Summer semester only. When instruction is provided on the University campus during a summer semester, as prescribed in the Dual Enrollment Scholarship Program 1009.30, F.S., the University will reimburse the School District for costs associated with instructional materials of dual enrollment students enrolled as of the first day of instruction after the drop/add period for each session within the summer semester. The University may be invoiced by the School District for instructional materials costs of dual enrollment students enrolled in a summer semester. The School District will submit the following information to the University: first name, last name, and middle initial; date of birth; gender; ethnicity; district where student attends school; school name and Master School Identification Number, as provided in Rule 6A-1.0016, F.A.C., where student attends school; postsecondary institution where the student is enrolled in dual enrollment; postsecondary course name, course number, and credit value for each dual enrollment course for which reimbursement is sought; and, amount of requested reimbursement for instructional material. The reimbursement rate for summer semester instructional materials will in accordance with the amount the University receives from the Dual Enrollment Scholarship Program.

C. GENERAL TERMS

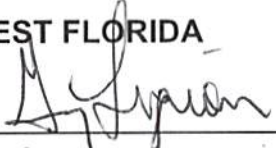
1. Term – The initial term of this Agreement shall be for one (1) year. Either party shall have the right to terminate this Agreement for any reason by providing ninety (90) days written notice prior to the expiration of a current term. The parties to this Agreement agree to revise or modify it only by written amendment signed by both parties.
2. Students with Disabilities – Services and resources are available to students with disabilities who register in a Dual Enrollment or Early Admissions course. Information on Student Accessibility Resources can be found at:

3. Confidentiality and Non-Disclosure – The University may disclose information from a Student's educational record and personal data, as appropriate, to personnel at the School District who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. §1232g; 34 CFR Part 99) and the European Union General Data Protection Regulation. The School District hereby agrees that its personnel will use such information only in furtherance of the Program for the Student, and that the information will not be disclosed to any other party without notice to the University and with the Student's prior written consent. For the purposes of this Agreement, the University hereby designates the School District as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the Student's records is required by the School District to carry out the Dual Enrollment Program. Records of University and School District will be subject to public access only to the extent required by Chapter 119, Florida Statutes.
4. Liability/Risk – Each party assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its own officers, employees and agents while acting within the course and scope of their employment or agency. Nothing contained in this Agreement shall be construed or interpreted as denying the University or other state entity any remedy or defense available under the laws of the State of Florida; the consent of the University to be sued; or a waiver of sovereign immunity of the University beyond the waiver provided in Section 768.28, Florida Statutes.
5. Governing Law/Venue – This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and any disputes shall be filed in a court of competent jurisdiction in Escambia County, Florida.
6. Independent Contractor – Nothing herein is intended or shall be construed to establish any partnership, or joint venture between the School District and UWF. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.
7. Force Majeure – Neither party shall be responsible for its failure to perform any obligations under the Agreement when failure to perform is due to causes beyond that party's reasonable control, determined in that party's sole discretion, including but not limited to strikes, lockouts, actions or inactions of

- governmental authorities, pandemics, epidemics, acts of war or terrorism, embargoes, fire, earthquake, hurricane, windstorm, tornados, acts of God, or default of common carrier.
8. Public Records – The parties will abide by the attached Public Records Addendum.
 9. E-Verify – The parties and their subcontractors have an obligation to utilize the U.S. Department of Homeland Security’s (DHS) E-Verify system in accordance with the law of the United States. This information can be found at: <https://www.e-verify.gov/>.
 10. Severability – If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
 11. Assignment – This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.
 12. Execution – This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
 13. Entire Agreement – This Agreement represents the entire agreement between the Parties and may not be modified without the written consent of both parties. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective authorized representatives.

IN WITNESS WHEREOF the authorized representatives of the parties execute this Agreement below:

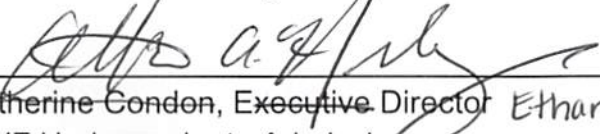
THE UNIVERSITY OF WEST FLORIDA

BY: 
Dr. George Ellenberg *Carly Liguori*
Provost & Senior Vice-President

6/29/2023
DATE

BY: 
Adam Burgess, Interim University Registrar
UWF Office of the Registrar

06/29/2023
DATE

BY: 
Katherine Condon, Executive Director *Ethan Henley*
UWF Undergraduate Admissions

6/28/23
DATE

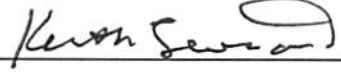
BY: 
Tiffany Braun, Assistant Director
UWF Enrollment Management & Services

6/28/23
DATE

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA


BY: 
Paul H. Fetsko, Board Chair

6-21-23
DATE

ATTEST: 
Superintendent

6-21-2023
DATE

APPROVED FOR LEGAL CONTENT


Ellen Odom, General Counsel
ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JUN 20 2023

~~DR. TIMOTHY E. SMITH~~, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

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

PUBLIC RECORDS ADDENDUM

PARTY'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent PARTY fits within the foregoing definition, pursuant to Section 119.0701, F.S., PARTY agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies, GS5 for Public Universities and Colleges and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with either Party. Party's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the Party's custodian of public records, provide the Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Party does not comply with the other Party's request for records, the requesting Party shall enforce the provisions in accordance with the contract.

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 for the duration of the contract term and following completion of the contract if the Party does not transfer the records to the other Party.

D. Upon completion of the contract, transfer, at no cost, to the other Party all public records in possession of the Party or keep and maintain public records required by either Party to perform the service. If the Party transfers all public records to the other Party upon completion of the contract, the Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Party keeps and maintains public records upon the completion of the contract, the Party shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the Party, upon request from the Party's custodian of public records, in a format that is compatible with the information technology systems of the Party.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT:

IF THE SCHOOL BOARD OF ESCAMBIA COUNTY CUSTODIAN OF PUBLIC RECORDS AT [phone, email or address]: 850-469-6131, SPAYNE2@ESCDL.US, OR 75 NORTH PACE BLVD, PENSACOLA, FL 32505

IF THE UNIVERSITY OF WEST FLORIDA – OFFICE OF THE GENERAL COUNSEL AT (850)474-3420, GCFRONTDESK@UWF.EDU, OR 10000 UNIVERSITY PARKWAY, PENSACOLA, FL 32514.

A Party who fails to provide the public records to the other Party within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.