# DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH FLORIDA AND THE

Hernando County School District

For instruction that may include courses taught on high school campuses

| THIS AGREEMENT is made and entered into on _        | July 29, 2025           | by and between              |
|---|-------------------------|-----------------------------|
| University of South Florida Board of Trustees, a pu | ablic body corporate    | ("USF") and the             |
| Hernando County School District ("                  | HCSD") for the purp     | ose of enabling dual        |
| enrollment courses to provide educational opportun  | nities for eligible and | qualified public school     |
| students in Hernando County. T                      | his agreement shall s   | erve as the Dual Enrollment |
| Articulation Agreement pursuant to Section 1007.2   | 71, Florida Statutes.   | USF and HCSD are each       |
| a "Party" and collectively the "Parties."           |                         |                             |

#### I. TERM

This Agreement, which pertains to fall and spring semesters (**not summer term**), shall be effective as of July 1, 2025 and shall continue until June 30, 2026, unless terminated or amended pursuant to the provisions in this Agreement. This Agreement may be renewed on an annual basis by mutual written consent. If this Agreement is to be renewed, it shall be reviewed on an annual basis at least ninety (90) days prior to the beginning of the USF fall semester to ensure continuing compliance with state law and applicable dual enrollment requirements.

#### II. DUAL ENROLLMENT

- A. Dual enrollment courses are courses taught to high school students for which the students receive both high school credit and college credit, regardless of location or mode of delivery. Therefore, USF's dual enrollment courses must simultaneously fulfill Florida high school curriculum requirements and meet USF requirements for general education or specific majors. Grade level enrollment is left to the discretion of the school district.
- B. Early admission dual enrollment pursuant to Section 1007.271, F.S. requires a separate agreement; it is not a part of this agreement.
- C. Courses eligible for dual enrollment must meet the following criteria:
  - Be listed within the statewide course description and numbering system on the current Dual Enrollment Course - High School Subject Area Equivalency List https://www.fldoe.org/ policy/articulation/
  - 2. Fulfill requirements of an associate of arts or baccalaureate degree;
  - 3. Apply toward the student's high school diploma and replace high school courses in the same discipline that otherwise would have been taken
  - 4. Be approved by HCSD and USF as an acceptable dual enrollment course.

**Appendix A** lists the links for USF dual enrollment courses approved for delivery on high school campuses.

#### D. Courses

- 1. Courses are not eligible for dual enrollment if they (1) contain college preparatory instruction and other forms of pre-collegiate instruction or developmental education, (2) are physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity, or (3) are not specified in the State of Florida Dual Enrollment Course High School Equivalency List.
- 2. Some USF dual enrollment courses require either prerequisite work and/or higher standardized test scores. The USF Course Inventory stipulates the prerequisites for every course in the USF catalog: <a href="https://usfweb.usf.edu/academic-programs/course-inventory">https://usfweb.usf.edu/academic-programs/course-inventory</a>; Appendix B lists mathematics general education courses that have elevated test score requirements.
- 3. Dual enrollment courses are available on any campus of USF or its online platform. Dual enrollment registration is limited to unfilled courses.
- 4. Students are limited by USF to no more than three (3) dual enrollment courses per semester. In addition, any co-courses such as labs up to three credits. New students with no dual enrollment experience are limited to two (2) courses.
- 5. HCSD may place other restrictions on students taking courses for dual enrollment credit.
- 6. All dual enrollment courses must be at least three (3) college credits. Dual enrollment courses and high school credit earned are designated by the Florida Department of Education's statewide course numbering system and the State of Florida Articulation Coordinating Committee as published in the *Dual Enrollment Course-High School Subject Equivalency List*.

  HCSD shall assign high school credit upon successful course completion and accept the post-secondary courses toward meeting requirements of Section 1003.43, Florida Statutes.
- 7. For high school students in <u>HCSD</u>, selected lower-level dual enrollment courses are also available on one or more high school campuses. <u>HCSD</u> high school students who are not enrolled in USF's dual enrollment course are not allowed in the classroom in which instruction is being provided to dual enrollment students.
- 8. Dual enrollment courses taught at a HCSD high school are taught by teachers who have been credentialed by USF for college instruction and have been granted a courtesy faculty appointment by the appropriate USF academic unit, and thus are subject to USF's regulations, policies, and procedures.
- 9. Students may earn no more than fifty five (55) total credits applicable toward an Associate of Arts degree or a Bachelor's degree on a high school campus.
- 10. The number of courses a student may take could be less than the limits set by USF above at the discretion of the school or school district not USF.

# III. INITIAL ELIGIBILITY

https://www.usf.edu/early-university-programs/dual-enrollment/requirements-and-deadlines.aspx

Students participating in dual enrollment courses must meet these initial eligibility requirements.

- A. 3.5 cumulative weighted high school GPA, as provided on the student transcript at time of application.
- B. Meet minimum standardized test scores as outlined in Appendix B.
- C. Approval by their high school counselor or other school administrator

#### IV. APPLICATION

#### A. Process

https://www.usf.edu/early-university-programs/dual-enrollment/admission-process.aspx

- 1. Students who meet the initial eligibility can apply for admission to USF dual enrollment by following the step-by-step instructions located on the website, which include activation of a USF Net ID and obtaining a U number (see above).
- 2. School counselors should follow the follow the step-by step instructions for completing the course approval form that must accompany each student's application. (See above).
- 3. Students continuing in dual enrollment do not reapply, but they and their counselors must submit a course approval form every term to be registered in courses.

# **B.** Deadline

1. The initial application process requires two submissions in sequence.

| Term or Semester      | Student Application<br>Deadline | School Course<br>Approval   |
|-----------------------|---------------------------------|-----------------------------|
| For Fall enrollment   | On or before June 1             | On or before June 15        |
| For Spring enrollment | On or before November 15        | On or before<br>November 15 |

- 2. Students apply only once, but if they do not enroll in the term for which they were admitted, they must reapply.
- 3. School counselors must submit course approval forms for students every term they wish to be enrolled.

#### C. Determination

The Director of USF Early University Programs makes the final decision for admission approval to the dual enrollment. Denial of admissions will be communicated to both the student and the high school administrator.

# D. Course Registration

- Students who have received approval to take a USF course online or a USF course on any USF campus will register themselves when the non-degree seeking registration window opens. School counselors shall advise students accordingly.
  - Fall Registration: Late July or Early August. Spring Registration: Late November or Early December. (Students are responsible for checking important dates (See https://www.usf.edu/registrar/calendars/) to know when to register).
- 2. Students taking **USF** courses on their high school campus do not have to register their high school campus course. USF administrative staff will courtesy register students who are taking courses on their high school campus.
- 3. The school counselor will be notified after registration has been completed via email.
- 4. The school counselor is responsible for advising students to log into Canvas/Oasis Students must log into Canvas the day before or on the first class meeting to ensure the course is available in Canvas. If not, the student must be added. coordinators/counselors will notify the EUP office of any errors or changes during drop/ add week. After Drop/Add week, students cannot be added or dropped from registered classes.

#### V. CONTINUING ELIGIBLITY

https://www.usf.edu/early-university-programs/dual-enrollment/requirements-and-deadlines.aspx

- A. Students must earn at least a "C" (2.0) in dual enrollment courses.
- B. Students must also maintain a weighted 3.3 GPA on high school transcripts, including dual enrollment course final grades.
- C. Students who maintain a GPA of 2.0 or higher after accruing six (6) credit hours may be allowed to take up to eleven (11) credit hours per semester during future terms.
- D. Students who receive a "C-", "D", "F", or "W" in any given course as designated on the USF transcript, will not be eligible for dual enrollment the subsequent fall or spring semester only if their USF GPA falls below a 2.0.
- E. Courses may not be reattempted for dual enrollment credit. Students who have earned a grade below C in a course, may retake that course and utilize the university's grade forgiveness policy only one time. The retake must be approved by the Director of Early University Programs and the Grade Forgiveness Request Form must be sent to the registrar by the student. <a href="https://www.sarasotamanatee.usf.edu/academics/academic-resources/academic-advising/grade-forgiveness.aspx">https://www.sarasotamanatee.usf.edu/academics/academic-resources/academic-advising/grade-forgiveness.aspx</a>
- F. All courses that are retaken under grade forgiveness are at the student's expense.

#### VI. COSTS

| A. | Instruction | HCSD |
|----|-------------|------|
|    |             | псор |

1. For instruction that takes place on a USF campus or online, shall pay USF the standard tuition rate per credit hour. While this rate has not been finalized for the coming year, it is currently \$105.07, and is expected to remain that amount until changed by the state.

|    |     | HCSD shall be responsible for payment of tuition for all students enrolled in coursework at the end of the USF drop/add period (first week of classes). If a student withdraws from a class during the drop/add period, pursuant to USF procedures, HCSD shall not be responsible for the tuition associated with that student's approved withdrawal coursework.  USF shall provide an invoice to HCSD no later than the Friday of the eighth week of the semester. HCSD shall render payment within forty-five (45) days.  For dual enrollment courses that are taught on a high school campus by USF-credentialed high school faculty who have been granted courtesy faculty appointments at USF, HCSD is not responsible for payment to USF. |
|----|-----|---|
| В. | Ins | structional Materials   |
|    | htt | ps://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx   |
|    | 1.  | HCSD students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by HCSD  |
|    | 2.  | The required materials for every USF course are published on the webpage for each   |
|    |     | campus bookstore 45 days prior to the start of each term.   |
|    | 3.  | After the close of dual enrollment admissions, a roster of participating students will be shared with the USF bookstore.  |
|    | 4.  | When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.   |
|    | 5.  | After dual enrollment students have "purchased" their required course materials, the USF bookstore will send an invoice toHCSD  |
|    | 6.  | For students taking courses on high school campuses, HCSD will arrange purchasing of texts directly with the bookstore.   |
|    | 7.  | Detailed purchasing procedures for the school district and students are presented in <b>Appendix C</b> . To include ENC select courses that use USF Writes.   |
| C. | DI  | STRICT/SCHOOL RESPONSIBILITIES  |
|    | 1.  | HCSD shall designate a district administrator/coordinator to oversee student participation in USF dual enrollment and coordinate the program's implementation with the USF Office of Early University Programs.   |
|    | 2.  | Guided by the website (https://www.usf.edu/early-university-programs/index.aspx)_HCSI school administrators shall provide information to students and their parents about opportunities for student participation in dual enrollment courses, the advisability and expectations of taking college courses during high school and how to participate in dual   |

enrollment courses.

- 3. HCSD school counselors shall work with eligible students on an individual basis to assess their readiness for success in college courses and request appropriate USF courses by the dual enrollment deadline.
- 4. HCSD school counselors shall guide students in the online application process, which may include assisting the students in submitting immunization or residency records with the application, and verify student eligibility (GPA and test scores) to participate in the dual enrollment.
- 5. The <a href="HCSD">HCSD</a> school counselors shall be responsible for verifying student eligibility for participation in dual enrollment and approving course selections, as well as monitoring student performance during the semester and for grade transfers to high school reports.
- 6. Dual enrollment school counselor shall counsel students as needed and revise upcoming schedules for students who cannot continue in dual enrollment.
- 7. At least one <a href="HCSD">HCSD</a> school counselor will participate in a USF online training module to become familiar with academic procedures that students may need to pursue.

# Additional responsibilities for districts delivering USF dual enrollment on school campuses

- 8. The <u>HCSD</u> dual enrollment administrator/ coordinator shall coordinate scheduling and staffing of dual enrollment course on the high school campuses with the USF Office of Early University Programs.
- 9. The <u>HCSD</u> dual enrollment administrator/ coordinator shall coordinate annual submission of credential requests and required documents for prospective high school dual enrollment course instructors.
- 10. HCSD shall ensure that dual enrollment course sections taught on a high school campus contain only USF dual enrollment students and do not include any non-college credit seeking high school students.
- 11. HCSD shall ensure that instructors of in-schools dual enrollment courses attend a USF faculty orientation and any other trainings required of USF faculty (online) prior to the start of their first semester teaching. These trainings, which are all online, include, but are not limited to, Canvas Orientation, Title IX and Faculty Standards, Mental Health Compliance, etc.
- 12. HCSD shall ensure that, in the case of a high school dual enrollment instructor's absence, whether temporary or permanent, that the course can continue being taught by a USF-credentialed instructor.
- 13. HCSD will ensure that high school instructors of dual enrollment classes participate in USF's assessment of student learning outcome activities if a course they teach is required to be assessed as part of a general education assessment plan or a major-specific assessment plan that is implemented by USF. This may involve requiring students to produce specific artifacts/work products that the high school instructors may be required to evaluate using a rubric developed by USF faculty.
- 14. HCSD shall assure that all dual enrollment course instructors have passed background checks and been authorized to work via e-Verify.

# VII. USF RESPONSIBILITIES

- A. Upon request, USF shall meet with students of participating high schools as they complete their dual enrollment application and/or approval forms, and consider course preferences.
- B. USF shall courtesy register students for courses taken on their high school campus during the non-degree seeking registration time period or before the start of each term.
- C. USF shall monitor student academic performance during participation in the dual enrollment and share information with HCSD, when necessary, to foster student success.
- D. USF shall assign a university letter grade to completed coursework.
- E. USF shall provide academic information to the HCSD dual enrollment administrator/coordinator within ten (10) business days following the official deadline for USF grade posting about the student(s) who are not eligible for future dual enrollment because grades have fallen below a grade of C / 2.0.
- F. USF shall maintain a dual enrollment website that will contain updated information on deadlines, procedures and contact information for the dual enrollment.
- G. USF shall submit this Agreement to the Florida Department of Education on an annual basis as required by s. 1007.271(21), F.S.
- H. USF shall maintain an Office of Early University Programs, with a director and staff who will coordinate dual enrollment activity with the <u>HCSD</u> dual enrollment administrator.
- I. In accordance with s. 448.095, F.S., USF shall assure that all course instructors have passed background checks and been authorized to work via e-Verify (company ID 461791).

# VIII. RESPONSIBILITIES TO DISTRICTS DELIVERING USF DUAL ENROLLMENT ON SCHOOL CAMPUSES

- J. For dual enrollment courses taught in high schools, the USF Office of Early University Programs, will also coordinate dual enrollment activity with the <a href="https://document.ncbi.nlm.nc
- K. USF shall provide "courtesy faculty appointments" to credentialed HCSD teachers assigned to teach dual enrollment courses on high school campuses to enable their use of Canvas and USF email, and bind those faculty members to USF's regulations, policies, and procedures.
- L. USF shall provide approved course syllabi and required texts to the HCSD high school dual enrollment instructors for the coming year before the end date of the district's current year teaching contracts.
- M. USF shall deliver an orientation and other faculty training to newly credentialed and assigned teachers online either asynchronously or at an agreed upon time prior to the start of fall classes in HCSD schools.
- N. USF shall ensure that all its regulations, policies, and procedures are enforced in dual enrollment courses on the high school campuses, and that student support services comparable to those provided to other non-degree-seeking students at USF are provided to students taking

- courses on a high school campus. In the event of a conflict between USF's regulations, policies, or procedures and those of HCSD, USF regulations, policies, and procedures will supersede those of HCSD.
- O. USF will assure that if student learning outcomes are assessed in a general education or major-specific course on one or more USF campuses (including online) and that course is offered at a high school as an off-campus instructional site, then the course at that off-campus instructional site will be included in the student learning outcome assessment process.

# IX. STUDENT RESPONSIBILITIES COORDINATED BY DISTRICT/SCHOOL

- A. The students shall be responsible for following all admissions and self-registration instructions on the dual enrollment website.
- B. Students will self-register during the non-degree registration window each semester (See important dates to determine registration window <a href="https://www.usf.edu/registrar/calendars/#fall2021">https://www.usf.edu/registrar/calendars/#fall2021</a>).
- C. Students will get approved courses from their school counselors. Courses offered on a high school campus will be courtesy registered for the student. The student is responsible for USF online or USF Campus course registration.
- D. The students will monitor their USF email for important dates and communications.
- E. Students shall maintain at least the minimum requirements to continue in the dual enrollment.
- F. Students shall be responsible for proper withdrawal from enrolled coursework within the USF drop/add period or otherwise formally withdrawing pursuant to USF guidelines. Students shall meet with their school counselors prior to dropping a course or beginning the withdrawal procedures.
- G. If classes are taken on a USF campus, students are solely responsible for transportation to and from the campus. Students taking classes on a USF campus must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
- H. If classes are taken online, students are responsible for having the appropriate technology. Students taking USF classes online must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
- I. In accordance with Section 1007.271, Florida Statutes, high school students enrolled in dual enrollment shall be exempt from the payment of registration, tuition, textbooks, laboratory fees and required instructional materials. Students may be responsible for additional fees that may include but are not limited to a USF ID card, library fees, cost of official transcripts, parking fees, calculators, online fees and laptops.

#### X. GENERAL PROVISIONS

- A. <u>Dual Enrollment Transfer Guarantees.</u> The parties must be aware of and comply with the Dual Enrollment Transfer Guarantees, which can be found at: <a href="https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf">https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf</a> and on the attached **Appendix D**.
- B. <u>Continuity and Compliance</u>. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided,

- however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.
- C. <u>Individual Identification</u>. The parties shall not use the other party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from the other party.
- D. <u>Statutes and Laws</u> The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.
- E. <u>Amendment</u>. Any amendments or modification to this Agreement shall require written approval from both parties.
- F. Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. Any termination will be prospective only and will not apply to students actively enrolled in courses at of the date of the termination notice pursuant to Section L below. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. In the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for existing students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their enrolled course(s). To clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they finish the coursework for the applicable semester.
- G. <u>Equal Opportunity</u>. The Parties agree not to discriminate based on state and federal law in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
- H. <u>Indemnification</u>. Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any

- person, firm or corporation not a party to the Agreement. Both parties' indemnification shall be limited to the extent provided by section 768.28, Florida Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied waiver of either party's sovereign immunity under Florida Law.
- I. <u>Disabilities</u>. Students registered for Dual Enrollment at USF may access services and resources that are available for students with disabilities, which can be found at: https://www.usf.edu/student-affairs/student-accessibility/
- J. <u>Dispute Resolution</u>. In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.
- K. <u>Public Records</u>. Both parties are subject to public records requirements pursuant to Chapter 119, Florida Statutes. Each shall maintain records and documents associated with this Agreement and shall respond to public records requests in accordance with the requirements of Chapter 119, Florida Statutes.
- L. <u>Notices</u>. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

M.

The University of South Florida: Brett E. Kemker, Ph.D. Interim Regional Chancellor and Vice Provost 8350 N. Tamiami Trail Sarasota, FL 34243 kemker@sar.usf.edu

With Copies to:
Office of the General Counsel
Hilary Black
University of South Florida
4202 E. Fowler Avenue, CGS 301 Tampa,
FL 33620
813-974-2131 (office)
813-974-5236 (fax)
hblack@usf.edu

| With | Copies | to: |
|------|--------|-----|
|      |        |     |

| Hernando County School District |  |
|---------------------------------|--|
| 919 North Broad Street          |  |
| Brooksville, Florida 34601      |  |
|                                 |  |

- N. Application of Florida Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hernando County, Florida, for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.
- O. <u>E-Verify Requirement</u>. Both parties warrant they are in compliance with the E-Verify requirements set forth in § 448.095, Florida Statutes and will remain in compliance with such requirements throughout the term of the Agreement and any extensions or renewals thereof. Either party may immediately terminate the Agreement upon notice to the other party if they have a good faith belief that the other party is knowingly in breach of this warranty. The foregoing notwithstanding, in the event of such termination in the middle of a semester, the parties will cooperate to allow students to finish their current coursework without prejudice.
- P. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
- Q. <u>Successors and Assigns</u>. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.
- R. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.

- S. <u>Entire Agreement</u>. This Agreement represents the entire understanding of the parties with reference to the matters set forth herein.
- T. Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, pandemics, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke force majeure, that Party shall within ten (10) calendar days after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.
- U. <u>Personally Identifiable Information (PII)</u>. Postsecondary students taking a dual enrollment course at a college or university site may be required to provide a personal device to access technology components of coursework. In cases where a student does not own a personal device and the student is taking at least one course that requires technology at the college site, the School District will work with the University to ensure the student has appropriate support/access to meet the technology requirements of the coursework.

(Signature page to follow)

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

# SIGNATURES OF RESPONSIBLE AUTHORITIES

| Hernando County S | chool District  | University of South Florida  |
|-------------------|-----------------|--|
| Hernando  By:     | County, Florida | Board of Trustees, a public body corporate  By:  By:   |
| Name:             |                 | Name: Brett E. Kemker, Ph.D.  Title: Interim Regional Chancellor and Vice Provost  |
|                   |                 | APPROVED AS TO FORM AND LEGAL SUFFICIENCY Hillery Black JD, MPH Senior Associate General Counsel - University of South Florida |
|                   |                 | Approved as to Content & Form Caroline Mockler, Esq. Staff Counsel, HCSD 12:28 pm, 06/26/2025                                  |

#### APPENDIX A

# Selecting USF Courses for Dual Enrollment Credit

When selecting USF courses of dual enrollment credit, students and their advisors should consult these two sources for available courses for dual enrollment.

The State of Florida Dual Enrollment Course High School Subject Equivalency list:

https://www.fldoe.org/policy/articulation/

The USF course inventory:

https://usfweb.usf.edu/academic-programs/course-inventory

Many USF courses have prerequisites, so students and advisors should always check the course inventory prior to planning a schedule:

Fill in Prefix and Number, scroll down and click SEARCH. Then click on course title.

# Appendix B Standardized Test Score Requirements

#### For Dual Enrollment Admission Minimum standardized test scores:

- SAT: 560 on Critical Reading / 530 on Math on SAT (scores taken after March 2016)
- ACT: 21 on Reading / 21 on Mathematics
- CLT 38 Verbal (V + W) / 16 Quantitative (Q math)
- PERT: 123 on Math for MAC 1105 and MAC 2311 and 114 for MAT 1033, MGF 1106/1107, MGF X130/ 106 on Reading and 103 Writing.
- CPT: See website for test score requirements
- PSAT/NMSQT or PSAT 10 Regular: Reading (24), Writing/Language (25), Mathematics (24) Digital: Reading and Writing (490), Math (480)

AP, AICE or IB exam scores may take the place of SAT/ACT/PERT scores when allowed by the USF Catalog.

All mathematics, engineering, and natural sciences courses require the student to meet the SAT math score of 530 and/or the ACT math score of 21 and/or PERT Math score of 123 MAC 1105 and MAC 2311 and a score of 114 for MAT 1033, MGF 1106 /1107 or MGF X130 for other disciplines.

All communications, humanities, and social sciences courses require the student to meet the SAT critical reading score of 560 and/or the ACT reading score of 21 and/or PERT reading score of 106 and PERT writing score of 103.

If in doubt about what category of scores would be necessary for a certain course, students and counselors should consult with USF staff: dualenrollment@usf.edu

#### **Special Scores Requirements for Math Courses**

Students who wish to take an advanced math course without its prerequisite can do so if they qualify by test score (see chart below).

|                          | Qualify by prerequisite OR by test score |      |     |
|--------------------------|--|------|-----|
| Course Name              | Course grade of C or higher: SAT ACT     |      |     |
| Pre-calculus Algebra and |  |      | -   |
| Trigonometry             | MAC 1105                                 | ≥570 | ≥24 |
| Business Calculus        | MAC 1105 or MAC 1140 or MAC 1147         | ≥610 | ≥26 |
| Life Sciences Calculus I | MAC 1147 or MAC 1114                     | ≥670 | ≥29 |
| Engineering Calculus I   | MAC 1147 or (MAC 1114 and MAC 1140)      | ≥670 | ≥29 |
| Calculus I               | MAC 1147 or (MAC 1114 and MAC 1140)      | ≥670 | ≥29 |

### Appendix C

# Procedures for Purchasing Required Course Texts and Materials for Dual Enrollment Courses

https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

### Students attending private schools or homeschools

- Students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by the Florida Dual Enrollment Scholarship Plan.
- The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.
- After the close of dual enrollment admissions, a roster of participating students will be shared with the district/charter school and the USF bookstore.
  - When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.

# Students attending high schools of public school districts or public charter schools when taking courses on a USF campus or from USF online (not on their high school campus)\*

- Public school districts and charter schools are required by law to pay for the required course materials needed by dual enrollment students.
- Students must obtain their required course materials from one of the USF bookstores unless unavailable there.
- Students must take care to limit purchases to the course's required materials. Sometimes professors list materials that are "recommended," "suggested," or "optional"; these are NOT covered by the schools or districts; neither are shipping charges. The cost of unrequired materials not paid for by the school district may be placed on a student's USF account as money owed, impeding their future course registration.
- Student who request home delivery for materials ordered online must pay the delivery charge.
- After dual enrollment students are registered, both schools and bookstores are notified of the students' courses.
- When ordering texts or other required materials, dual enrollment students must identify their school district and provide their USF U-number.
- After drop/add week, the bookstores send invoices to the school districts for the appropriate purchases made by the students on their dual enrollment list.
- For step-by-step details of this process: <a href="https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx">https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx</a>
- Students taking dual enrollment classes on their high school campus are provided texts for the duration of the course by their school district.

#### Contact information for all USF bookstores

| USF Tampa Campus          | USF St. Petersburg       | USF Sarasota-Manatee             |
|---------------------------|--------------------------|----------------------------------|
| Manager:Scott             | Campus                   | Campus                           |
| Christopher               | Manager: Bryan Bell      | Manager: Peter McClain           |
| Website:USFBookstore.com  | Website:USFBookstore.com | Website: <u>USFBookstore.com</u> |
| Email:                    | Email:b.bell@follett.com | Emailp.mcclain@follett.com       |
| s.christopher@follett.com |                          |                                  |

https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

# Appendix D

#### DUAL ENROLLMENT TRANSFER GUARANTEES

The dual enrollment program provides high school student with an opportunity to take challenging courses and accelerate education opportunities. It has 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 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 in 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.

Dual enrollment course selection is important. By choosing courses wisely, students can reduce the time it takes to complete this undergraduate college degree. Students should consult with their school counselor, who must approve their course selections each term. All degree programs require general education coursework; however, students should pursue these credits at USF only is they are not accessible as need by the student at the community/state college that serves the student's area.

Florida dual enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Number 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.

# DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH FLORIDA AND Hernando County School District

| THIS AGREEMENT is made and entered into         | on July 29, 2025 by and between University             |
|---|--|
| of South Florida Board of Trustees, a public bo | dy corporate (USF) and the                             |
| Hernando County School District                 | (HCSD), for the purpose of enabling dual               |
| enrollment courses to provide educational oppo  | ortunities for eligible and qualified students, public |
| school students in Hernando County.             | This agreement shall serve as the Dual Enrollment      |
| Articulation Agreement pursuant to Section 10   | 07.271, Florida Statutes. USF and                      |
| HCSD are each a "Party" and collectively the    | he "Parties."  |

#### I. TERM

This Agreement, which pertains to fall and spring semesters (no summer term), shall be effective as of July 1, 2025 and shall continue until June 30, 2026, unless terminated or amended pursuant to the provisions in this Agreement. This Agreement may be renewed on an annual basis by mutual written consent. If this Agreement is to be renewed, it shall be reviewed on an annual basis at least ninety (90) days prior to the beginning of the USF fall semester to ensure continuing compliance with state law and applicable dual enrollment requirements.

# II. DUAL ENROLLMENT

- A. Dual enrollment courses are taught to public school students, grades 6-12, where students receive high school credit and college credit, regardless of location or modality. USF's dual enrollment courses must simultaneously fulfill Florida high school curriculum requirements and meet USF requirements for general education or specific majors. Grade level enrollment is left to the discretion of the school district.
- B. Early admission dual enrollment pursuant to Section 1007.271, F.S. requires a separate agreement; it is not a part of this agreement.
- C. Courses eligible for dual enrollment must meet the following criteria:
  - 1. Be listed within the statewide course description and numbering system or be on the current State of Florida Dual Enrollment Course High School Subject Area Equivalency List: <a href="https://www.fldoe.org/policy/articulation/">https://www.fldoe.org/policy/articulation/</a>
  - 2. Fulfill requirements of an associate of arts or baccalaureate degree;
  - 3. Apply toward the student's high school diploma and replace high school courses in the same discipline that otherwise would have been taken; and
  - 4. Be approved by HCSD and USF as an acceptable dual enrollment course.

    Appendix A provides guidance and links for using the FLDOE course equivalency list and the USF course inventory.
- D. Courses are not eligible for dual enrollment if they (1) contain college preparatory instruction and other forms of pre-collegiate instruction or developmental education, (2) are physical education courses that focus on the physical execution of a skill rather than

the intellectual attributes of the activity, or (3) are not specified in the State of Florida Dual Enrollment Course – High School Equivalency List.

- E. Some USF dual enrollment courses require either prerequisite work and/or higher standardized test scores. The USF Course Inventory stipulates the prerequisites for every course in the USF catalog: <a href="https://usfweb.usf.edu/academic-programs/course-inventory">https://usfweb.usf.edu/academic-programs/course-inventory</a>; Appendix B lists mathematics general education courses that have elevated test score requirements.
- F. Dual enrollment courses are available on any campus of USF or its online platform. Dual enrollment registration is limited to unfilled courses.
- G. Students are limited by USF to no more than three (3) dual enrollment courses per semester. In addition, any co-courses such as labs are allowed up to (3) three credits. New students with no dual enrollment experience are limited to two (2) courses.
- H. HCSD may place other restrictions on students taking courses for dual enrollment credit. All course decisions and enrollment plans are at the discretion of the school district.
- I. All dual enrollment courses must be at least three (3) college credits or a co-credit course up to three (3) credits. Dual enrollment courses are published in the Florida Department of Education's statewide course numbering system and the State of Florida Articulation Coordinating Committee published in the *Dual Enrollment Course-High School Subject Equivalency List*. HCSD shall assign high school credit upon successful course completion and accept the post-secondary courses toward meeting requirements of Section 1003.43, Florida Statutes.
- J. The number of courses a student may take could be less than the limits set by USF above at the discretion of the school or school district not USF.

## III. INITIAL ELIGIBILITY

 $\underline{https://www.usf.edu/early-university-programs/dual-enrollment/requirements-and-deadlines.aspx}$ 

Students participating in dual enrollment courses must meet these initial eligibility requirements.

- 1. 3.5 cumulative weighted high school GPA, as provided on the student transcript at time of application.
- 2. Meet minimum standardized test scores as outlined in Appendix B.
- 3. Approval by their school counselor or other school administrator

#### IV. APPLICATION

**A. Process:** <a href="https://www.usf.edu/early-university-programs/dual-enrollment/admission-process.aspx">https://www.usf.edu/early-university-programs/dual-enrollment/admission-process.aspx</a>

- 1. Students who meet the initial eligibility can apply for admission to USF dual enrollment by following the step-by-step instructions located on the website, which include activation of a USF NetID and obtaining a U number (see above).
- 2. School counselors should follow the step-by step instructions for completing the course approval form that must accompany each student's application. (See above).
- 3. Students continuing in dual enrollment do not reapply, but they and their counselors must submit a course approval form every term to be registered in courses.

#### B. Deadline

1. The initial application process requires two submissions in sequence.

| Term or Semester      | Student Application Deadline | School Course Approval Form 2 |
|-----------------------|------------------------------|-------------------------------|
| For Fall Enrollment   | On or Before June 1st        | On or Before June 15th        |
| For Spring Enrollment | On/before November 15        | On/before November 15         |

- 2. Students apply only once, but if they do not enroll in the term for which they were admitted, they must reapply.
- 3. School counselors must submit course approval forms for students every term they wish to be enrolled.

#### C. Determination

The Director of USF Early University Programs makes the final decision for admission approval to the dual enrollment. Denial of admissions will be communicated to both the student and the high school administrator.

#### D. Course Registration

- Students who have received approval to take a USF course Online or a USF course on any USF campus will register themselves when the non-degree seeking registration window opens. School counselors shall advise students accordingly. Fall Registration: Late July or Early August. Spring Registration: Late November or Early December. (Students are responsible for checking important dates (See <a href="https://www.usf.edu/registrar/calendars/">https://www.usf.edu/registrar/calendars/</a>) to know when to register).
- 2. Students taking **USF** courses on their high school campus, grades 9-12, do not have to register their high school campus course. USF administrative staff will courtesy register students who are taking courses on their high school campus only.
- 3. The school counselor will be notified after registration has been completed via email.
- 4. The school counselor is responsible for advising students to log into Canvas/Oasis Students must log into Canvas the day before or on the first class meeting to ensure the course is available in Canvas. If not, the student must be added. Coordinators/counselors will notify the EUP office of any errors or changes during drop/ add week. After Drop/Add week, students cannot be added or dropped from registered classes.

## V. CONTINUING ELIGIBLITY

https://www.usf.edu/early-university-programs/dual-enrollment/requirements-and-deadlines.aspx

- A. Students must earn at least a "C" (2.0) in dual enrollment courses.
- B. Students must also maintain a weighted 3.5 GPA on high school transcripts, including dual enrollment course final grades.
- C. Students who maintain a GPA of 2.0 or higher after accruing six (6) credit hours may be allowed to take up to eleven (11) credit hours per semester during future terms.
- D. Students who receive a "C-", "D", "F", or "W" in any given course as designated on the USF transcript, will not be eligible for dual enrollment the subsequent fall or spring semester. Unless the GPA has been maintained at a 2.0 with other courses.
- E. Courses may not be reattempted for dual enrollment credit. Students who have earned a grade below C in a course, may retake that course and utilize the university's grade forgiveness policy only one time. The retake must be approved by the Director of Early University Programs and the Grade Forgiveness Request Form must be sent to the registrar by the student. <a href="https://catalog.usf.edu/content.php?catoid=21&navoid=3364#gradeforgiveness-policy">https://catalog.usf.edu/content.php?catoid=21&navoid=3364#gradeforgiveness-policy</a>
- F. All courses that are retaken under grade forgiveness are at the student's expense.

#### VI. COSTS

#### A. Instruction

| 1. | For instruction   | that takes place on a USF campus     | or Online,    | HCSD         | shall |
|----|---|--------------------------------------|---------------|--------------|-------|
|    | pay USF the st  | andard tuition rate per credit hour. | While this    | rate has not | been  |
|    | finalized for the coming year, it is currently \$105.07, and is expected to |                                      |               |              |       |
|    | remain that am  | ount until changed by the state.     |               |              |       |
| 2. | HCSD S1   | nall be responsible for payment of t | uition for a  | ll students  |       |
|    |   | ian de responsible for payment of t  | dittoll for a | ii biaaviin  | ,     |

2. HCSD shall be responsible for payment of tuition for all students enrolled in coursework at the end of the USF drop/add period (first week of classes). If a student withdraws from a class during the drop/add period, pursuant to USF procedures, HCSD shall not be responsible for the tuition associated with that student's approved withdrawal coursework.

3. USF shall provide an invoice to HCSD no later than the Friday of the eighth week of the semester. HCSD shall render payment within forty-five (45) days.

#### B. Instructional Materials

https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

- 1. HCSD students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by HCSD.
- 2. USF Writes is embedded in the USF learning platform and is a required textbook for select ENC courses. The School District can arrange to pay for the resource or advise students to select another course. Invoices are not available for these materials.
- 3. The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.

- 3. After the close of dual enrollment registration a roster of participating students will be shared with the USF bookstore.
- 4. When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.
- 5. After dual enrollment students have "purchased" their required course materials, the USF bookstore will send an invoice to HCSD .
- 6. Detailed purchasing procedures for the school district and students are presented in **Appendix C** and on the Early University Programs Website (https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx).

#### VII. DISTRICT/SCHOOL RESPONSIBILITIES

- A. HCSD shall designate a dual enrollment administrator/coordinator to oversee all student participation in USF dual enrollment and with the USF Office of Early University Programs.
- B. Guided by the website (https://www.usf.edu/early-university-programs/index.aspx)

  HCSD school administrators shall provide information to students and their parents about opportunities for student participation in dual enrollment courses, the advisability and expectations of taking college courses during high school and how to participate in dual enrollment courses.
- C. HCSD school counselors shall work with eligible students on an individual basis to assess their readiness for success in college courses and request appropriate USF courses by the dual enrollment deadline.
- D. HCSD school counselors shall guide students in the online application process, which may include assisting the students in submitting immunization or residency records with the application, and verify student eligibility (GPA and test scores) to participate in the dual enrollment.
- E. The HCSD school counselors shall be responsible for verifying student eligibility for participation in dual enrollment and approving course selections, as well as monitoring student performance during the semester and for grade transfers to high school reports.
- F. Dual enrollment school counselor shall counsel students as needed and revise upcoming schedules for students who cannot continue in dual enrollment.
- G. At least one HCSD school counselor will participate in a USF online training module to become familiar with academic procedures that students may need to pursue.

#### VIII. USF RESPONSIBILITIES

- A. Upon request, USF shall meet with students as they complete their dual enrollment applications and/or approval forms, and consider course preferences.
- B. USF shall courtesy register students for courses being taken on their high school campus during the non-degree seeking registration time period or before the start of each term.

- C. USF shall monitor student academic performance during participation in dual enrollment and share information with HCSD, when necessary, to foster student success.
- D. USF shall assign a university letter grade to completed coursework.
- E. USF shall provide academic information to the HCSD dual enrollment administrator within ten (10) business days following the official deadline for USF grade posting about the student(s) who are not eligible for future dual enrollment because grades have fallen below a grade of C / 2.0.
- F. USF shall maintain a dual enrollment website that will contain updated information on deadlines, procedures and contact information for the dual enrollment.
- G. USF shall submit this Agreement to the Florida Department of Education on an annual basis as required by s. 1007.271(21), F.S.
- H. USF shall maintain an Office of Early University Programs, with a director and staff who will coordinate dual enrollment activity with the HCSD dual enrollment administrator.
- I. In accordance with s. 448.095, F.S., USF shall assure that all course instructors have passed background checks and been authorized to work via e-Verify (company ID 461791).

#### IX. STUDENT RESPONSIBILITIES COORDINATED BY DISTRICT

- A. The students shall be responsible for following all admissions and self-registration instructions on the dual enrollment website.
- B. Students will self-register during the non-degree registration window each semester (see important dates to determine registration window-

# https://www.usf.edu/registrar/calendars/).

- C. Students will get approved courses from their school counselors. Courses offered on a high school campus will be courtesy registered for the student. The student is responsible for online or USF Campus course registration.
- D. The students will monitor their USF email for important dates and communications.
- E. Students shall maintain at least the minimum requirements to continue in the dual enrollment.
- F. Students shall be responsible for proper withdrawal from enrolled coursework within the USF drop/add period or otherwise formally withdrawing pursuant to USF guidelines. Students shall meet with their school counselors prior to dropping a course or beginning the withdrawal procedures.
- G. If classes are taken on a USF campus, students are solely responsible for transportation to and from the campus. Students taking classes on a USF campus must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
- H. If classes are taken online, students are responsible for having the appropriate technology. Students taking USF classes online must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
- I. In accordance with Section 1007.271, Florida Statutes, public school students enrolled in dual enrollment shall be exempt from the payment of registration, tuition, textbooks, laboratory fees and required instructional materials. Students may be responsible for

additional fees that may include but are not limited to a USF ID card, library fees, cost of official transcripts, parking fees, calculators, online fees and laptops.

#### X. GENERAL PROVISIONS

- A. <u>Dual Enrollment Transfer Guarantees.</u> The parties must be aware of and comply with the Dual Enrollment Transfer Guarantees, which can be found at: <a href="https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf">https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf</a> and on the attached **Appendix D**.
- B. Continuity and Compliance. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.
- C. <u>Individual Identification</u>. The parties shall not use the other party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from the other party.
- D. <u>Statutes and Laws</u> The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.
- E. <u>Amendment</u>. Any amendments or modification to this Agreement shall require written approval from both parties.
- F. Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. Any termination will be prospective only and will not apply to students actively enrolled in courses at of the date of the termination notice pursuant to Section L below. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. In the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for existing students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their enrolled course(s). To clarify this

- provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they finish the coursework for the applicable semester.
- G. <u>Equal Opportunity</u>. The Parties agree not to discriminate based on state and federal law in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
- H. <u>Indemnification</u>. Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any person, firm or corporation not a party to the Agreement. Both parties' indemnification shall be limited to the extent provided by section 768.28, Florida Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied waiver of either party's sovereign immunity under Florida Law.
- I. <u>Disabilities</u>. Students registered for Dual Enrollment at USF may access services and resources that are available for students with disabilities, which can be found at: https://www.usf.edu/student-affairs/student-accessibility/
- J. <u>Dispute Resolution</u>. In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.
- K. <u>Public Records.</u> Both parties are subject to public records requirements pursuant to Chapter 119, Florida Statutes. Each shall maintain records and documents associated with this Agreement and shall respond to public records requests in accordance with the requirements of Chapter 119, Florida Statutes.
- L. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

The University of South Florida: Brett E. Kemker, Ph.D. Interim Regional Chancellor and Vice Provost

8350 N. Tamiami Trail Sarasota, FL 34243 kemker@sar.usf.edu

With Copies to:
Office of the General Counsel

Hilary Black
University of South Florida
4202 E. Fowler Avenue, CGS 301
Tampa, FL 33620
813-974-2131 (office)
813-974-5236 (fax)
hblack@usf.edu

| With Copies to:                 |  |
|---------------------------------|--|
| Hernando County School District |  |
| 919 North Broad Street          |  |
| Brooksville, Florida 34601      |  |
|                                 |  |
|                                 |  |

- M. Application of Florida Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in

  Hernando

  County, Florida, for the purpose of any action arising out of or relating to this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.
- N. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
- O. <u>Successors and Assigns</u>. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective

- successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.
- P. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.
- Q. <u>Entire Agreement</u>. This Agreement represents the entire understanding of the parties with reference to the matters set forth herein.
- R. Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, pandemics, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke force majeure, that Party shall within ten (10) calendar days after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.
- S. Personally Identifiable Information (PII). Students taking a dual enrollment course at a post-secondary site may be required to provide a personal device to access technology for coursework. If the student does not own a personal device and is taking at least one course that requires technology, the School District will work with the post-secondary institution to ensure the student has the support/access to meet the technology requirements of coursework.

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

# SIGNATURES OF RESPONSIBLE AUTHORITIES

| Hernando County School District |                 | University of South Florida  |  |
|---------------------------------|-----------------|--|--|
| Hernando                        | County, Florida | Board of Trustees, a public body corporate                               |  |
| By:                             |                 | By: DOS478EB65C8412  |  |
| Name:                           |                 | Name: Brett E. Kemker, Ph.D.   |  |
| By: Name: Title:                |                 | Title: Interim Regional Chancellor and Vice Provost                      |  |
|                                 |                 | Approved as to Content & Form Caroline Mockler, Esq. Staff Counsel, HCSD |  |
|                                 |                 | ■ Staff Counsel HCSD ■   |  |

#### APPENDIX A

# **Selecting USF Courses for Dual Enrollment Credit**

When selecting USF courses of dual enrollment credit, students and their advisors should consult these two sources for available courses for dual enrollment.

The State of Florida Dual Enrollment Course High School Subject Equivalency list:

https://www.fldoe.org/policy/articulation/

The USF course inventory:

# https://usfweb.usf.edu/academic-programs/course-inventory

Many USF courses have prerequisites, so students and advisors should always check the course inventory prior to planning a schedule:

Fill in Prefix and Number, scroll down and click SEARCH. Then click on course title.

# APPENDIX B Standardized Test Score Requirements

#### For Dual Enrollment Admission Minimum standardized test scores:

- SAT: 560 on Critical Reading / 530 on Math on SAT (scores taken after March 2016)
- ACT: 21 on Reading / 21 on Mathematics
- CLT: 38 Verbal (V + W)/ 16 Quantitative (Q math)
- PERT: 123 on Math for MAC 1105 and MAC 2311 and 114 for MAT 1033, MGF 1106/1107, MGF X130/ 106 on Reading and 103 Writing.
- CPT: See Website for test score requirements
- PSAT/NMSQT or PSAT 10 Regular: Reading (24), Writing/Language (25), Mathematics (24) Digital: Reading and Writing (490), Math (480)

AP, AICE or IB exam scores may take the place of SAT/ACT/PERT scores when allowed by the USF Catalog.

All mathematics, engineering, and natural sciences courses require the student to meet the SAT math score of 530 and/or the ACT math score of 21 and/or PERT Math score of 123 for MAC 1105 and MAC 2311 or a score of 114 for MAT 1033, MGF 1106 / 1107, MGF X130 for other courses.

All communications, humanities, and social sciences courses require the student to meet the SAT critical reading score of 560 and/or the ACT reading score of 21 and/or PERT reading score of 123 and PERT writing score of 103.

If in doubt about what category of scores would be necessary for a certain course, students and counselors should consult with USF staff: <a href="mailto:dualenrollment@usf.edu">dualenrollment@usf.edu</a>

# **Special Scores Requirements for Math Courses**

Students who wish to take an advanced math course without its prerequisite can do so if they qualify by test score (see chart below).

|                          | Qualify by prerequisite OR by test score |      |     |
|--------------------------|--|------|-----|
| Course Name              | Course grade of C or higher              |      | ACT |
| Precalculus Algebra and  |  |      |     |
| Trigonometry             | MAC 1105                                 | ≥570 | ≥24 |
| Business Calculus        | MAC 1105 or MAC 1140 or MAC 1147         |      | ≥26 |
| Life Sciences Calculus I | MAC 1147 or MAC 1114                     |      | ≥29 |
| Engineering Calculus I   | MAC 1147 or (MAC 1114 and MAC 1140)      | ≥670 | ≥29 |
| Calculus I               | MAC 1147 or (MAC 1114 and MAC 1140)      | ≥670 | ≥29 |

#### Appendix C

# Procedures for Purchasing Required Course Texts and Materials for Dual Enrollment Courses

https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

#### Students attending private schools or homeschools

- Students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by the Florida Dual Enrollment Scholarship Plan.
- The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.
- After the close of dual enrollment admissions, a roster of participating students will be shared with HCSD and the USF bookstore.
- When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.

# Students attending high schools of public school districts or public charter schools when taking courses on a USF campus or from USF online (not on their high school campus)\*

- Public school districts and public charter schools are required by law to pay for the required course materials needed by dual enrollment students.
- Students must obtain their required course materials from one of the USF bookstores unless unavailable there.
- Students must take care to limit purchases to the course's required materials. Sometimes
  professors list materials that are "recommended," "suggested," or "optional"; these are NOT
  covered by the schools or districts; neither are shipping charges. The cost of unrequired materials
  not paid for by the school district may be placed on a student's USF account as money owed,
  impeding their future course registration.
- Student who request home delivery for materials ordered online must pay the delivery charge.
- After dual enrollment students are registered, both schools and bookstores are notified of the students' courses.
- When ordering texts or other required materials, dual enrollment students must identify their school district and provide their USF U-number.
- After drop/add week, the bookstores send invoices to the school districts for the appropriate purchases made by the students on their dual enrollment list.
- For step-by-step details of this process: <a href="https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx">https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx</a>
- Students taking dual enrollment classes on their high school campus are provided texts for the duration of the course by their school district.

#### Contact information for all USF bookstores

| USF Tampa Campus          | USF St. Petersburg        | USF Sarasota-Manatee       |
|---------------------------|---------------------------|----------------------------|
| Manager:Scott             | Campus                    | Campus                     |
| Christopher               | Manager: Bryan Bell       | Manager: Peter McClain     |
| Website:USFBookstore.com  | Website: USFBookstore.com | Website: USFBookstore.com  |
| Email:                    | Email:b.bell@follett.com  | Emailp.mcclain@follett.com |
| s.christopher@follett.com |                           |                            |

# Appendix D

#### **DUAL ENROLLMENT TRANSFER GUARANTEES**

The dual enrollment program provides students in grades 6-12 an opportunity to take challenging courses and accelerate education opportunities. It has 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 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 in 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.

Dual enrollment course selection is important. By choosing courses wisely, students can reduce the time it takes to complete this undergraduate college degree. Students should consult with their school counselor, who must approve their course selections each term. All degree programs require general education coursework; however, students should pursue these credits at USF only is they are not accessible as need by the student at the community/state college that serves the student's area.

Florida dual enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Number 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.

2025-2026 Early Admission

# EARLY ADMISSION DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH FLORIDA AND

Hernando County School District

THIS AGREEMENT is made and entered into on \_July 29, 2025 by and between University of South Florida Board of Trustees, a public body corporate (USF) and the \_Hernando County School District (HCSD) for the purpose of enabling early admission dual enrollment for eligible and qualified high school students to attend USF fulltime during their senior year. This agreement shall serve as the Early Admission Dual Enrollment Articulation Agreement pursuant to Section 1007.271, Florida Statutes. USF and \_HCSD\_ are each a "Party" and collectively the "Parties."

#### I. TERM

This Agreement shall be effective as of July 1, 2025 and shall continue until June 30, 2026, unless terminated or amended pursuant to the provisions in this Agreement. This Agreement may be renewed on an annual basis by mutual written consent. If this Agreement is to be renewed, it shall be reviewed on an annual basis at least ninety (90) days prior to the early admission deadline to ensure continuing compliance with state law and applicable dual enrollment requirements.

## II. EARLY ADMISSION DUAL ENROLLMENT

#### A. DEFINITION

According to 1007.271, Florida Statutes, Subsection 10, early admission is a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. A student must enroll in a minimum of 12 college credit hours per semester or the equivalent to participate in the early admission program; however, a student may not be required to enroll in more than 15 college credit hours per semester or the equivalent. Students enrolled pursuant to this subsection are exempt from the payment of registration, tuition, and laboratory fees.

- B. Courses taken for dual enrollment credit by early admission students are approved by HCSD and USF, as meeting the following criteria:
  - 1. They are listed within the statewide course description and numbering system on the current State of Florida Dual Enrollment Course High School Subject Area Equivalency List <a href="https://www.fldoe.org/policy/articulation/">https://www.fldoe.org/policy/articulation/</a>
  - 2. They fulfill requirements of an associate of arts or baccalaureate degree;
  - 3. They fulfill requirements of the Florida high school diploma and replace high school courses in the same discipline that otherwise would have been taken.

#### 2025-2026 Early Admission

- C. Courses are not eligible for inclusion in dual enrollment if the course contains college preparatory instruction and other forms of pre-collegiate instruction or developmental education, as well as physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity and courses not specified in the Dual Enrollment Course High School Subject Area Equivalency List <a href="https://www.fldoe.org/policy/articulation/">https://www.fldoe.org/policy/articulation/</a>
- D. Some USF courses require either prerequisite work and/or higher standardized test scores. The USF Course Inventory stipulates the prerequisites for every course in the USF catalog. <a href="https://academicplanning.usf.edu">https://academicplanning.usf.edu</a>; Appendix A illustrates the kind of courses that may have elevated requirements.
- E. Early admission students must take 12-15 credits each semester. This usually equates to 4-5 courses per term plus co-courses as required.
- F. Early admission students may enroll in dual enrollment courses that are offered on any USF campus or by USF online. Early admission courses are not delivered on high school campuses.
- G. Dual enrollment courses and high school credit earned are designated by the Florida Department of Education's statewide course numbering system and the State of Florida Articulation Coordinating Committee as published in the *Dual Enrollment Course-High School Subject Equivalency List*. HCSD shall assign high school credit upon successful completion and accept the post-secondary courses toward meeting requirements of Section 1003.43, Florida Statutes.

#### III. ELIGIBILITY

HCSD students may be excused from the last two semesters of their high school experience if USF accepts them for early admission. To be eligible to participate in early admission at USF the student must do the following:

- A. Have already completed the equivalent of the junior year of high school requiring only one additional year to complete high school graduation requirements.
- B. Have a high school grade point average of 3.8 or better as determined by current high school transcripts, unless homeschooled. Homeschooled students must meet all other requirements
- C. Have SAT, ACT, or CLT scores that meet these minimums: SAT: overall 1300, with at least 580 in Critical Reading and 580 in Mathematics ACT: composite score of 29 with no less than a score of 29 English CLT: 38 Verbal (V+W) / 16 Quantitative (Q math) Total score 92 NOTE: (USF does not accept PERT scores for early admission); scores are also required for course placement in some math courses, see Appendix B.
- D. Submit a completed USF Online Application for Admission as an Undergraduate student.
- E. Submit a completed Early Admission Approval Form 1.

#### 2025-2026 Early Admission

# IV. APPLICATION PROCESS

#### A. The Student:

- 1. Initiates the application process by contacting the school counselor, coordinator or homeschool or PEP administrator that will inform the Early University Programs Office about the student's intent.
- 2. Follow the instructions for early admission provided on the website See (https://www.usf.edu/early-university-programs/early-admission/index.aspx), which provide the steps for application:
  - a. Parent/Guardian and student submit the undergraduate application with all required documentation (test scores, residency, immunization, unofficial high school transcripts) electronically to the Office of Admission when prompted.
  - b. Parent/Guardian and student begin the early admissions process by completing forms found on the website. This alerts the Early University Programs Office.

#### B. The School Counselor/Homeschool or PEP Administrator:

- 1. The school counselor, coordinator or homeschool or PEP administrator completes the early admissions approval forms with the student.
  - a. verifying required test scores and required GPA, and
  - b. providing a list of remaining high school graduation requirements (if any)
- 2. The school counselor, coordinator or homeschool or PEP administrator submits the approval form electronically to the USF Early University Programs Office.

#### C. Deadline

All required forms for applying to Fall early admission must be submitted to the USF Office of Early University Programs on or before March 1st of the student's junior year. All applications for Fall early admission must be completed and submitted by March 1st. This includes sending official "partial" high school transcripts, official college transcripts from all schools attended, and required test scores to the USF Office of Admissions. Students should start applying in the fall of their Junior Year (Sept 1). This ensures all test scores, transcripts, and paper work are submitted on time.

#### D. Determination

The Director of USF Early University Programs evaluates all applications for early admissions. Any application that is deemed "denial of admission" will be communicated to the student, school counselor/coordinator, homeschool, or PEP administrator.

# V. CONTINUING ELIGIBLITY

- A. During their early admission year, students must maintain at least a "C" (2.0) unweighted USF GPA for their dual enrollment courses to continue eligibility in the program.
- B. Students must also maintain a weighted 3.5 GPA on high school transcripts that include the dual enrollment course final grades.
- C. Grades of "C-", "D", "F", or "W" will not be counted for dual enrollment credit.
- D. A student who earns a grade of "C-", "D", "F", or "W" in fall semester will not be able to continue in early admission during spring semester.

#### VI. COSTS

# A. Cost of Instruction

| 1. | Public Schools and | Charter Schools |  |
|----|--------------------|-----------------|--|

| i.   | Early Admission students do not pay for tuition or academic fees.           |  |  |  |
|------|---|--|--|--|
| ii.  | HCSD shall pay USF the undergraduate base tuition rate per credit           |  |  |  |
|      | hour for students participating in USF early admission.                     |  |  |  |
| iii. | HCSD shall be responsible for payment of tuition (\$105.07 per              |  |  |  |
|      | credit) for all students enrolled in coursework at the end of the USF drop/ |  |  |  |
|      | add period. If a student withdraws during the drop/add period, pursuant to  |  |  |  |
|      | USF procedures HCSD shall not be responsible for the tuition                |  |  |  |
|      | associated with that student's approved withdrawal coursework.              |  |  |  |
| iv.  | USF shall provide an invoice to HCSD approximately (45) days after          |  |  |  |
|      | the first week of classes. HCSD shall render payment within thirty          |  |  |  |
|      | (30) days after received the invoice.                                       |  |  |  |

# 2. Private Schools, Homeschooled Students, and PEP Students

i. The Florida Dual Enrollment Scholarship Plan shall be responsible for payment of tuition for all students enrolled in coursework at the end of the USF drop/add period (first week of classes).

### B. Cost of Instructional Materials

# 1. Public Schools and Charter Schools

- i. See <a href="https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx">https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx</a>
- ii. Public school districts and charter schools are required by law to pay for the required course materials needed by early admission dual enrollment students.
- iii. Students must obtain their required course materials from one of the USF bookstores unless unavailable there. Public Schools and Charter Schools will pay for USF Writes should that resource be required in the ENC courses or students can take alternate courses.
- iv. Students must take care to limit purchases to the course's required materials. Sometimes professors list materials that are "recommended," "suggested," or "optional"; these are NOT covered by the schools or districts; neither are shipping charges. The cost of unrequired materials not paid for by the school district may be placed on a student's USF account as money owed, impeding their future course registration.
- v. Students may request home delivery for materials ordered online, but they must pay the delivery charges.

# 2. Private Schools, Homeschooled Students and PEP Students

- i. See <a href="https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx">https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx</a>
- ii. Students who are admitted taking dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by the Florida Dual Enrollment Scholarship Plan. Unless the course requires USF Writes. This resource will be paid by the Private School or Homeschool or PEP Administrator not the student.
- iii. The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.
- iv. After the close of dual enrollment admissions, a roster of participating students will be shared with the USF Follett Bookstore.
- v. When dual enrollment students order their books at a campus store or online, they inform the clerk that they are taking dual enrollment courses so their name on the roster can be confirmed, and they can receive their required materials at no charge.

#### C. Process

- 1. Each semester, after early admission students are registered, the bookstore is notified by USF of the students courses.
- 2. When ordering texts or other required materials, dual enrollment students must identify where they attend school and provide their USF U-number.
- 3. After drop/add week, the bookstore will send invoices to the school districts and charter schools for the appropriate purchases made by the students on their dual enrollment list.
- 4. USF will send the captured costs from homeschool and private schoolsto the Department of Education for reimbursement from the Dual Enrollment Scholarship Plan.
- 5. Detailed purchasing procedures for the school, district, and students are presented in Appendix C and on the Dual Enrollment website.

See: https://www.usf.edu/early-university-programs/dual-enrollment/bookstoreprocess.aspx

# VII. DISTRICT/CHARTER SCHOOLS/PRIVATE SCHOOLS/HOMESCHOOL OR PEP ADMINISTRATORS RESPONSIBILITIES

shall provide information to students and their parents about USF's early A. admissions program to include the website, email address, and key deadlines to be aware of to begin the process of applying. shall verify student eligibility to participate in early admission. **HCSD** B. shall work with students to guide in the online application process. This C. includes assisting students' with immunization records, residency records and test scores for the students to upload during the application period. shall guide students to information about how to obtain required D. instructional materials. E. HCSD shall maintain communication with USF staff to facilitate student success as an early admission student. F. HCSD shall provide appropriate high school credit for coursework satisfactorily completed by students participating in early admission.

#### VIII. USF RESPONSIBILITIES

- A. USF staff shall provide guidance to students and school counselors in application and registration process.
- B. USF shall monitor student academic performance during their early admission year, and share information with HCSD, when necessary, to ensure student success.
- C. USF shall assign a university letter grade to completed USF coursework.
- D. USF shall provide academic information to the HCSD dual enrollment administrator within ten (10) business days following the official deadline for USF grade posting about the student(s) who are not eligible for future dual enrollment because grades have fallen below a grade of C / 2.0.
- E. USF shall maintain a Dual Enrollment/Early Admission website that will contain updated information on deadlines, procedures and contact information.
- F. USF shall submit this Agreement to the Florida Department of Education on an annual basis as required by 1007.271(21), F.S.
- G. USF shall maintain an Office of Early University Programs, with a director and staff who will coordinate dual enrollment activity with the HCSD district administrator.
- H. USF shall assure that all course instructors have been authorized to work via e-Verify and background checks.

### IX. STUDENT RESPONSIBILITIES

A. Students shall maintain at least the minimum requirements to continue in early admission through fall and spring semesters.

6

B. Students will check USF communications regularly in their USF email account

- C. Students will self-register for approved courses in the registration window found under important dates on the registrar's website.
- D. Students will communicate regularly with the USF advisor.
- E. Student shall get approved courses from their school counselors/coordinators/or homeschool administrator. The student is responsible for online or USF Campus course registration.
- F. If classes are taken on a USF campus, students are solely responsible for transportation to and from the campus. Students taking classes on a USF campus must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
- G. If classes are taken online, students are responsible for having the appropriate technology. Students taking USF classes online must comply with all USF regulations and policies, as well as the course policies as presented in the syllabus.
- H. Students shall be responsible for proper withdrawal from enrolled coursework within the USF drop/add period or otherwise formally withdrawing pursuant to USF guidelines. Students shall confer with their school counselors prior to dropping a course or beginning the withdrawal procedures.
- I. Although early admission students are exempt from the payment of registration, textbooks, tuition, laboratory fees and required instructional materials, they may be responsible for additional fees that may include but are not limited to a USF ID card, library fees, cost of official transcripts, parking fees, calculators, online fees and laptops.

# X. GENERAL PROVISIONS

- A. <u>Dual Enrollment Transfer Guarantees</u>. The parties must be aware of and comply with the Dual Enrollment Transfer Guarantees, which can be found at: <a href="https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf">https://info.fldoe.org/docushare/dsweb/Get/Document-6472/hb7059tapb.pdf</a> and on the attached Appendix D.
- B. Continuity and Compliance. The parties have set forth the terms, conditions and responsibilities in the Agreement in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this Agreement effective immediately upon written notice.
- C. <u>Individual Identification</u>. The parties shall not use the other party's trademarks, trade names, service marks, service names, brand names, domain names, URL's or Logo's or any other licensed mark or intellectual property in any manner without the prior written consent from the other party.
- D. <u>Statutes and Laws</u> The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without

- limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the parties' obligations under those laws and regulations.
- E. <u>Amendment</u>. Any amendments or modifications to this Agreement shall require written approval from both parties.
- F. Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. Any termination will be prospective only and will not apply to students actively enrolled in courses at of the date of the termination notice pursuant to Section L below. The foregoing notwithstanding, either party can terminate this Agreement effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. In the event of time or either party terminating this Agreement, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a "teach out" for existing students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this Agreement for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student's successful completion of their enrolled course(s). To clarify this provision: it is the intent of the parties that after any termination of this Agreement, the participation of all existing students will continue until they finish the coursework for the applicable semester.
- G. <u>Equal Opportunity</u>. The Parties agree not to discriminate based on state and federal law in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
- H. <u>Indemnification</u>. Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any person, firm or corporation not a party to the Agreement. Both parties' indemnification shall be limited to the extent provided by section 768.28, Florida Statutes. Nothing contained in the foregoing shall be construed as an explicit or implied waiver of the either parties' sovereign immunity under Florida Law.
- I. <u>Disabilities</u>. Students registered for Dual Enrollment at USF may access services and resources that are available for students with disabilities, which can be found at: <a href="https://www.usf.edu/student-affairs/student-accessibility/">https://www.usf.edu/student-affairs/student-accessibility/</a>
- J. <u>Dispute Resolution</u>. In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

8

- K. <u>Public Records</u>. Both parties are subject to public records requirements pursuant to Chapter 119, Florida Statutes. Each shall maintain records and documents associated with this Agreement and shall respond to public records requests in accordance with the requirements of Chapter 119, Florida Statutes.
- L. <u>Notices</u>. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

The University of South Florida: Brett E. Kemker, Ph.D. Interim Regional Chancellor and Vice Provost,

USF 8350 N. Tamiami Trail Sarasota, FL 34243 Email: kemker@usf.edu

With Copies to:
Office of the General Counsel
Hilary Black
4202 E. Fowler Avenue, CGS 301 Tampa,
FL 33620
813-974-2131 (office)
813-974-5236 (fax)
hblack@usf.edu

| Hernando County School District |  |
|---------------------------------|--|
| 919 North Broad Street          |  |
| Brooksville, Florida 34601      |  |

M. Application of Florida Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the state courts sitting in

Hernando County, Florida, for the purpose of any action arising out of or relating to

- this Agreement. Each of the parties to this Agreement agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated hereby.
- N. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
- O. <u>Successors and Assigns</u>. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns. No party may assign this Agreement (by operation of law or otherwise) to any Person without the prior written consent of the other party.
- P. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this Agreement.
- Q. <u>Entire Agreement</u>. This Agreement represents the entire understanding of the parties with reference to the matters set forth herein.
- R. Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action (including but not limited to any law, regulation, Decree or denial of visas or residence permits). In the event that either Party wishes to invoke force majeure, that Party shall within ten (10) calendar days after the occurrence of the event of force majeure has become known to that Party, send written notice of such event to the other Party. In the event that a force majeure event prevents either Party's performance for a period of thirty (30) days, either Party shall be entitled to terminate the Agreement upon written notice to the other Party. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party or to the Party's obligations to provide assistance to students on-site or to facilitate their return home.
- S. <u>Personally Identifiable Information (PII)</u>. Students taking a dual enrollment course at a post-secondary site may be required to provide a personal device to access technology for coursework. If the student does not own a personal device and is taking at least one course that requires technology, the School District will work with the post-secondary institution to ensure the student has the support/access to meet the technology requirements of coursework.

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

# SIGNATURES OF RESPONSIBLE AUTHORITIES

| Hernando County School District |                 | University of South Florida  |  |  |
|---------------------------------|-----------------|--|--|--|
| Hernando                        | County, Florida | Board of Trustees, a public body corporate   |  |  |
| Ву:                             |                 | By:  DocuSigned by:  Documents  D |  |  |
| Name:                           |                 | Name: Brett E. Kemker, Ph.D.  Title: Interim Regional Chancellor and Vice Provost  |  |  |
| By:                             |                 | APPROVED AS TO FORM AND LEGAL SUFFICIENCY    Filling Higher 10, MP1    Scriber Associate General Coursed - University of South Herida  |  |  |
| Title:                          |                 | Approved as to Content & Form  Caroline Mockler, Esq.  |  |  |
|                                 |                 | Staff Counsel, HCSD  |  |  |

11

#### APPENDIX A

# Selecting USF Courses for Dual Enrollment Credit

When selecting USF courses of dual enrollment credit, students and their advisors should consult these two sources for available courses for dual enrollment.

The State of Florida *Dual Enrollment Course High School Subject Equivalency* list: https://www.fldoe.org/policy/articulation/

The USF course inventory:

https://usfweb.usf.edu/academic-programs/course-inventory

Many USF courses have prerequisites, so students and advisors should always check the course inventory prior to planning a schedule:

Fill in Prefix and Number, scroll down and click SEARCH. Then click on course title.

#### APPENDIX B

#### STANDARDIZED TEST SCORES

For students to be considered for early admission they must have standardized test scores (SAT CLT, and/or ACT) that meet these minimum standards:

SAT: overall 1300, with at least 580 in Critical Reading and 580 in Mathematics

ACT: composite score of 29 with no less than a score of 29 English

CLT: 38 Verbal (V+W) / 16 Quantitative (Q math) Total 92

All English and humanities courses require the student to meet the SAT critical reading score of 560 and/or the ACT reading score of 21.

All science and math courses require a minimum SAT math score of 530 and/or ACT math score of 21. Students who wish to take an advanced math course without its prerequisite can do so if they qualify by test score (see chart below).

| Course Name         | Pre-req courses C or higher | SAT<br>New<br>ST12 | ACT | New<br>CPT -<br>AAF<br>Next<br>Gen | CPT<br>College<br>Level -<br>Math |
|---------------------|-----------------------------|--------------------|-----|------------------------------------|-----------------------------------|
| Precalculus Algebra |                             |                    |     |                                    |                                   |
| and Trigonometry    | MAC 1105                    | 570                | 24  | 276                                | 60                                |
|                     | MAC 1105 or MAC 1140        | 1                  |     |                                    |                                   |
| Business Calculus   | or MAC 1147                 | 610                | 26  | 250                                | 78                                |
| Life Sciences       |                             |                    |     |                                    |                                   |
| Calculus I          | MAC 1147 or MAC 1114        | 670                | 29  | 280                                | 90_                               |
| Engineering         | MAC 1147 or                 |                    |     |                                    |                                   |
| Calculus I          | (MAC 1114 and MAC 1140)     | 670                | 29  | 280                                | 90                                |
|                     | MAC 1147 or                 |                    |     |                                    |                                   |
| Calculus I          | (MAC 1114 and MAC 1140)     | 670                | 29  | 280                                | 90_                               |

13

# Appendix C

# PROCESS FOR PUBLIC OR PUBLIC CHARTER SCHOOL STUDENTS TAKING USF COURSES ON A USF CAMPUS OR ONLINE. (Students do not pay for textbooks. The School District pays for textbooks).

- Go to the USF bookstore website
- Input your University ID Number in the section labeled "Shop by Student ID"
- On the next page, select the appropriate campus and term
- Look up the required materials for each of your courses
  - Unless noted by the professor, USF allows you to select any new or used book (digital or hard copy); however school districts may stipulate preferred options. Please check with your school counselor to see whether school/district has instructions pertaining to the types of books you should purchase or rent.
  - o Professors sometimes list "suggested" or "recommended" materials; however schools/ districts only pay for required course materials, and students will be billed for the purchase of anything that is not listed as "required."
- Once you have selected all <u>required materials</u> for all of your classes, you should continue to the Order Summary screen.
- At Order Summary, review your order and follow the prompts to checkout.
- You may request home delivery for materials ordered online, but to do so you must pay the delivery charges
  when you place the order. Books can be picked up at a USF bookstore free-of-charge.
- You will have money assigned to your account to cover the costs of your books and materials. If after you reenter your University ID during checkout, you find that you are still being prompted to pay, it means that you have exceeded the expected cost of your required texts. <u>Please email both the bookstore managers</u> (<u>nando@usf.edu</u> and <u>k.troyli@follett.com</u>) for prompt assistance in expanding this allowance as needed.

PROCESS FOR PRIVATE SCHOOL OR HOMESCHOOL STUDENTS TAKING USF COURSES ON A USF CAMPUS OR ONLINE

DON'T GET CHARGED!!!! NOTE: DUAL ENROLLMENT STUDENTS WILL BE BILLED FOR ANY RECOMMENDED MATERIALS THAT THEY ADD TO THEIR CART. ONLY PURCHASE REQUIRED MATERIALS.

- Students who are admitted to take dual enrollment courses through USF will be provided required instructional materials free of charge with the expense covered by the Florida Dual Enrollment Scholarship Plan.
- Students will use the financial aid prepaid accounts for purchase. For questions, please see contacts below.
- The required materials for every USF course are published on the webpage for each campus bookstore 45 days prior to the start of each term.

# PROCESS FOR PUBLIC SCHOOL STUDENTS TAKING USF COURSES ON THEIR HIGH SCHOOL CAMPUS(Not eligible for Early Admissions)

- Students taking dual enrollment courses on their high school campuses are provided by the school with a copy of
  the text to use for the semester. Students return their texts at the end of term.
- By June 1, the school district will provide the USF Follett bookstore of the campus in its region with its textbook order for the next year. The bookstore places the order with the publisher.
- When the ordered texts are delivered, the bookstore delivers them to the district office.
   The books remain the property of the school district for reuse in dual enrollment courses.

#### CONTACT INFORMATION FOR ALL USF BOOKSTORES

| USF Tampa Campus          | USF St. Petersburg       | USF Sarasota-Manatee             |
|---------------------------|--------------------------|----------------------------------|
| Manager:Scott             | Campus                   | Campus                           |
| Christopher               | Manager: Bryan Bell      | Manager: Peter McClain           |
| Website:USFBookstore.com  | Website:USFBookstore.com | Website: <u>USFBookstore.com</u> |
| Email:                    | Email:b.bell@follett.com | Emailp.mcclain@follett.com       |
| s.christopher@follett.com |                          |                                  |

https://www.usf.edu/early-university-programs/dual-enrollment/bookstore-process.aspx

#### Appendix D

#### **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