

Florida Gateway College Dual Enrollment Articulation Agreement

This Agreement is entered into this 27th day of September, 2021 (the "Effective Date") between the School Board of Lake County, Florida ("School Board" or the "District") and the Florida Gateway College Board of Trustees, a public body corporate of the state of Florida for the benefit of the FGC.

I. INTRODUCTION

This Agreement is intended to implement Florida Statutes, § 1007.271 and State Board of Education Rule 6A-10.024. Florida Gateway College (FGC) and the School Board enter into this agreement to establish a collaborative relationship to offer online Career and Workforce Development Dual Enrollment courses that provide high school students a competitive advantage as they prepare to graduate and enter the workforce. This online Career and Workforce Development Dual Enrollment program presents high school students with opportunities that may lead to certification or licensure in a specific industry.

It is also the specific purpose of this Agreement to allow for eligible high school students to enroll in specific workforce-level courses and to receive credit for such courses from School Board and FGC.

The following terms and conditions shall govern eligibility and enrollment of students and the administration of the high school and courses offered via this Career and Workforce Development Dual Enrollment program.

II. DEFINITIONS

- A. **"Confidential Information"** means written information which is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- B. **"Effective Date"** means the date in the opening paragraph of this Agreement.
- C. **"Faculty"** means individuals who are assigned by the FGC to prepare content and provide instruction for Career and Workforce Development Dual Enrollment offerings.
- D. **"Intellectual Property Rights"** means trademark, copyright, patent rights, knowhow, and trade secrets.
- E. **"Party" or "Parties"** means either FGC or the School Board, or collectively FGC and the School Board.
- F. **"Registration Fees"** means revenue earned by FGC related to the enrollment of each student in Career and Workforce Development Dual Enrollment offerings minus applicable discounts, refunds, credits, rebates, credit card expenses, bank fees, and bad debt expenses.
- G. **"Term"** means the time period defined in III of this Agreement.
- H. **"University Material"** means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by FGC or its partners for Career and Workforce Development Dual Enrollment offerings.

- I. **"Workforce Development"** means Career and Technical courses offered by FGC and its affiliates.

III. CONTRACT TERM

The term of this Agreement shall be effective as of July 1, 2021 and shall continue until June 30, 2022, unless terminated by either party or extended by amendment to this Agreement, in accordance with this Agreement ("Term"). Such termination shall be upon thirty (30) days advance written notice. Such termination shall not affect the rights and duties of the Parties under this Agreement with respect to the Career and Workforce Development Dual Enrollment students enrolled in the then current FGC academic semester.

IV. PROGRAM REQUIREMENTS

- A. **Purpose.** To allow students an opportunity to participate in post-secondary education while still enrolled in high school through FGC's online Career and Workforce Development Dual Enrollment program that counts towards high school credit and a recognized industry certification or license.
- B. **Length.** Per § 1007.271, Florida Statutes, participation in Career and Workforce Dual Enrollment may begin in 11th grade and ends upon graduation from high school. A student is no longer eligible for dual enrollment once they have graduated from high school.
- C. **Enrollment.** Enrollment in FGC Career and Workforce Development Dual Enrollment courses may be in addition to the normal school load or a part of the student's regular load. The list of the Florida Gateway College's eligible Career and Workforce Development Dual Enrollment courses is available in Exhibit A.
- D. **Initial Eligibility Criteria.** The Florida Gateway College agrees to permit students enrolled in an articulated School District, who have been certified by their school official as qualified, to enroll in the approved online high school credit and Florida Gateway College Career and Workforce Development Dual Enrollment courses. The County Public Schools Liaison will be notified in writing if a change is made. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Students participating in Career and Workforce Development Dual Enrollment options must meet the following initial student eligibility requirements:
1. Enrolled in a course of study which will fulfill requirements for high school graduation;
 2. 2.0 cumulative unweighted high school GPA; and
 3. Meet any additional criteria set by the post-secondary institution.
- E. **Continuing Eligibility Criteria.** Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through Career and Workforce Development Dual Enrollment. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Career and Workforce Development Dual Enrollment students are responsible for following the

Florida Gateway College's student code of conduct that outlines acceptable and unacceptable academic or behavioral misconduct. For FGC students, such behavior includes cheating and plagiarism, etc. The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. Students may lose the opportunity to participate in the Career and Workforce Development Dual Enrollment program if they are disruptive to the learning process; violate the Florida Gateway College's code of conduct or regulations and/or School Board Rules; or violate federal, state, or local laws. In addition to the requirements above, to continue in the Career and Workforce Development Dual Enrollment program, students must maintain a 2.0 cumulative unweighted high school GPA.

F. Registration. Students must register and adhere to the guidelines and registration deadlines posted on the Florida Gateway College's Career and Workforce Development Dual Enrollment website.

G. Withdrawal Procedures.

1. FGC Career and Workforce Development Dual Enrollment students are responsible for officially withdrawing from classes they are no longer attending in accordance with published Florida Gateway College requirements and deadlines, e.g. drop/add periods.
2. Students who do not officially withdraw from a class may receive a failing grade.
3. Career and Workforce Development Dual Enrollment students are responsible for notifying the high school guidance counselor, in writing, prior to withdrawal from any Career and Workforce Development Dual Enrollment course.
4. Pre-registration advising, including but not limited to posted withdrawal procedures, is the responsibility of the high schools in the District.

V. RESPONSIBILITIES OF THE UNIVERSITY

- A. Ensure information pertaining to Career and Workforce Development Dual Enrollment is made available to students on the FGC's website.
- B. Will design and develop content for Career and Workforce Development Dual Enrollment offerings.
- C. Responsible for review, selection, appointment, administration, evaluation, and coordination of offering directors, faculty, and staff.
- D. Responsible for the following student matters: registration, collection of fees, distribution of books, and reporting.
- E. Shall provide and maintain the Learning Management System (LMS), as applicable, for presentation of Career and Workforce Development Dual Enrollment offerings to students.
- F. Publish deadlines and procedures on the Career and Workforce Development Dual Enrollment website.

- G. Notify the student of their grades. In addition, a document will be sent electronically to the High School indicating work completed.
- H. Have a process in place for virtual instructors to comply with student IEPs and 504s as well as serve the needs of English Language Learners.
- I. Assign a letter grade to each student enrolled in a Dual Enrollment course. The letter grade assigned by the postsecondary institution shall then be posted to the high school transcript by School Board pursuant to s. 1007.271(20), F.S.
- J. Be responsible for making an annual report to the Commissioner of Education on the operation of the Career and Workforce Development Dual Enrollment program. County Public Schools will provide FGC any information requested to complete such reports.
- K. Be responsible for monitoring the quality of curriculum to ensure that instruction is consistent with the Florida Gateway College's policies and procedures.

VI. ROLE OF SCHOOL BOARD

- A. Each School Board high school will advertise Career and Workforce Development Dual Enrollment using the same procedures and methods used for any other academic choice program offered by the School Board. This may include the high school Instructional Television (ITV) system, postings on the school-wide video system and each high school's web page. High school personnel direct students to meet with their school counselor if they are interested in learning more about participation in Career and Workforce Development Dual Enrollment. High school counselors will review criteria for participation in the Career and Workforce Development Dual Enrollment program with the student. This will occur during the registration period each semester. School counselors will advise students and make sure that the selected courses will meet high school graduation requirements.
- B. Verify the enrolled students are residents of the school district and eligible for enrollment in accordance with §1002.45, Florida Statutes.
- C. Verify the high school student and his/her parent(s) or guardian(s) have been counseled on the advisability of taking one or more Career and Workforce Development courses while in high school and on the specific requirements of the Career and Workforce Development Dual Enrollment program.
- D. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
- E. Provide access to computers and equipment, with internet access as necessary.
- F. Designate a District Liaison to act for School Board in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.
- G. Pay FGC course registration fees within 30 days of receipt of an invoice. Registration fees are listed per course in Exhibit A. FGC will submit an invoice to School Board at the conclusion of the enrollment period specified on the Career and Workforce Development Dual Enrollment website.
- H. Provide Dual Enrollment students, free of charge, required course textbooks and other instructional materials in accordance with Florida Statutes §1007.271(17). Instructional materials purchased by School Board on behalf of Career and Workforce Development Dual Enrollment students shall be the property of School Board against which the purchase is charged.

- I. Award high school credit for the course(s) upon successful completion by the Career and Workforce Development Dual Enrollment student and assign grade points, equivalent to those for AP/IB/AICE courses. Courses not taken for a grade are ineligible for Career and Workforce Development Dual Enrollment. The Career and Workforce Development Dual Enrollment Course—High School Subject Area Equivalency List published by the Florida Department of Education mandates the minimum subject area credit awarded for specific courses taken through Career and Workforce Development Dual Enrollment.
- J. Perform the initial screening and monitor student performance while participating in the Career and Workforce Development Dual Enrollment program. School Board counselors will communicate, as needed, with FGC Career and Workforce Development Dual Enrollment staff in connection with student monitoring (and, if necessary, providing support for) while participating in the Career and Workforce Development Dual Enrollment program.

VII. JOINT RESPONSIBILITIES

- A. FGC and School Board warrant and agree that all Career and Workforce Development Dual Enrollment courses shall meet the provisions of the current State of Florida laws and regulations.
- B. FGC and School Board will inform students and parents that if students choose to enroll in courses that require certifying or licensure exams, the students will be required to pay for any/all exams.

VIII. PUBLICITY

School Board may not use the Florida Gateway College's name, logos, trademarks or images or the name or image of any employee or official of the university in any fundraising, publicity, advertising or media release without the prior written consent of the university on each occasion, which may be given only by the Vice President for University Relations or their designee. Florida Gateway College may not use School Board's name, logos, trademarks or images or the name or image of any employee or official of School Board in any fundraising, publicity, advertising or media release without the prior written consent of School Board on each occasion.

IX. GENERAL PROVISIONS

- A. **Liability.** To the extent permitted by Florida law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment under this Agreement. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding.
- B. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding.
- C. **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political

subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- D. **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
- E. **Remedies.** All rights and remedies provided in this Agreement are not intended to be exclusive of any other rights or remedies, and all rights and remedies shall be cumulative and shall be in addition to any other rights or remedies now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.
- F. **Annual Appropriation.** The performance and obligations of both the School Board and University, under this Agreement, shall be contingent upon an annual budgetary appropriation by its governing body and/or the legislature. If either Party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such Party at the end of the period for which funds have been allocated upon written notice to the other Party at the earliest possible time before such termination. No penalty shall accrue to such terminating Party in the event this provision is exercised, and such terminating Party shall not be obligated or liable for any future payments due or any damages as a result of termination.
- G. **Excess Funds.** Any Party receiving funds paid under this Agreement agrees to promptly notify the other Party of any funds erroneously received. Upon discovery of an erroneous payment or overpayment, the Party receiving such payment commits to refund such the excess funds payment or overpayment.
- H. **Public Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public records request served upon it pursuant to Chapter 119, Florida Statutes. Each Party acknowledges that this Agreement and all attachments thereto are public records.
- I. **Student Records:** Notwithstanding any provision to the contrary within this Agreement, both Parties to this Agreement shall fully comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and any other state or federal law or regulation regarding the confidentiality of student records.

The Parties agree to:

- a. Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law. All student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.
 - b. Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements.
 - c. Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.
- J. **Background Screening.** Career and Workforce Development Dual Enrollment students attending courses at FGC are deemed to be post-secondary students. FGC instructional personnel are not required to submit to the same level background screening as secondary school instructional personnel. Accordingly, applicable FGC instructional personnel will not

require access to School Board Public Schools grounds nor require direct contact with secondary school students beyond the scope of its post-secondary curriculum delivered through its online process.

- K. **Incorporation by Reference.** All Exhibits/Appendices attached hereto and referenced herein, including Exhibit A, shall be deemed to be incorporated into this Agreement by reference.
- L. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- M. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to, herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- N. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- O. **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party 's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- P. **Notice.** The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g., Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows:

If to School Board: Lake County Schools 201 West Burleigh Blvd Tavares, FL 32778 Attention: Superintendent	If to College: Florida Gateway College 149 SE College Place Lake City, FL 32025 Attention: Procurement and Contracts
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Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

- Q. **Severability.** If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.
- R. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.
- S. **Assignment.** Neither party may assign this Agreement (including through an acquisition or a change of control) without the prior written consent from the other party, which consent the parties may not unreasonably condition, withhold, or delay.
- T. **Entire Contract.** This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.
- U. **Modifications.** The Parties may only modify this Agreement by a writing signed by both Parties.
- V. **Force Majeure.** Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.
- W. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the College. The College and the School Board have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Lake County, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

School Board

Name:

The School Board of Lake County, Florida

Signature:

[Handwritten Signature]

Print name:

William J. Mathias

Date:

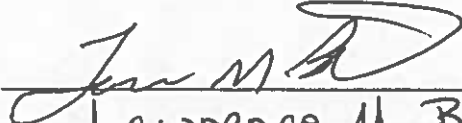
9-27-2021

Title:

Chairman

FLORIDA GATEWAY COLLEGE BOARD OF TRUSTEES

Approved:

Signature: 
Print name: Lawrence M. Barrett
Title: President
Date: 9/30/21

Acknowledged:

Signature: _____
Print name: _____
Title: _____
Date: _____

Reviewed:

Signature: _____
Print name: _____
Title: _____
Date: _____

Signature: _____
Print name: _____
Title: _____
Date: _____

Submitted:

Signature: _____
Print name: _____
Title: _____
Date: _____

Exhibit A

Florida Gateway College, in partnership with the University of Florida Office of Professional and Workforce Development, will offer and teach these Florida Department of Environmental Protection approved courses to Florida high school students.

These courses provide students the opportunity to earn a certification or license in the Water and/or Wastewater industry, receive high school credit, and through this partnership, college credit toward a Certificate program, an Associate's Degree, or Bachelor's Degree in Water and/or Wastewater Management at Florida Gateway College.

The following courses will be offered as part of this partnership:

Agriculture, Food & Natural Resources

Course Number	Course Title	H.S. Credit	Cost
Career Certificate Courses			
EVS 2931	Water Treatment Plant Operator, Level "C" OCP A (150 hours)	1	\$287.92
EVS 2930	Wastewater Treatment Plant Operator, Level "C" OCP A (155 hours)	1	\$287.92

Books are available through the UF Office of Professional and Workforce Development. A link to purchase the books will be available on the Dual Enrollment website.

Book Name	Cost
Water Treatment Plant Operations, Vol I, 7 th Ed., 2017	\$120.00
Water Treatment Plant Operations, Vol II, 7 th Ed., 2020	\$120.00
"Wastewater Treatment Plant Operations, Class C Online Training Course" 2020	\$75.00