

2018-2019
ARTICULATED ACCELERATION PLAN FOR COLLEGE-LEVEL INSTRUCTION
BETWEEN
THE SCHOOL BOARD OF HENDRY COUNTY
AND
FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES

THIS AGREEMENT ("Agreement") IS MADE BY AND BETWEEN Florida Gulf Coast University Board of Trustees, a public body corporate of the State of Florida (the "University" or "FGCU") and The School Board of Hendry County, Florida ("The School Board" or "District"), pursuant to Section 1007.27 (21), Florida Statutes.

Whereas, Dual Enrollment is a mechanism through which an eligible secondary student ("Student") may enroll in University courses that are creditable toward the high school diploma and an associate or baccalaureate degree;

Whereas, the purpose of this Agreement is to outline the accelerated mechanism that Students may use to shorten the time necessary for completion of a degree and increase the depth of their study. The articulation acceleration mechanism contemplated by this Agreement is full-time Dual Enrollment;

Whereas, the University operates the Accelerated College Experience Program ("ACE Program") to provide support to full-time Dual Enrolled Students;

Whereas, this Agreement shall apply to Students who are enrolled in full-time Dual Enrollment at Florida Gulf Coast University and are enrolled with the District School Board of Hendry County, pursuant to Sections 1007.27 and 1007.271, Florida Statutes, with provisions as set forth herein; and

Whereas, this Agreement shall provide for delineation of institutional responsibility for costs of the Dual Enrollment program pursuant to Section 1007.27, Florida Statutes, and the current General Appropriations Act.

Now Therefore, the Parties, for good and valuable consideration, do agree as follows:

SECTION I – ENTRY TESTING REQUIREMENTS

1. At the time of application, a Student must present one of the following set of test scores:
 - a. ACT
Composite Score: 23 or above AND;
English score: 20 or above
Reading score: 20 or above
Math score: 20 or above
 - b. rSAT
Total Score (EBRW plus Math): 1140 or above AND;
Evidence-based Reading and Writing: 500 or above
Math: 500 or above
Math Test: 24 or above
Writing and Language Test: 25 or above
Reading Test: 24 or above
2. Guidance on all high school testing required by the State of Florida will be the responsibility of the high school.

SECTION II – APPLICATION REQUIREMENTS

1. A Student who has expressed an interest in applying for Full-Time Dual Enrollment shall meet the following application criteria:
 - a. To be eligible for Dual Enrollment, shall have completed a minimum of four semesters of full-time secondary enrollment;
 - b. Must be a rising junior or senior at their District high school;
 - c. Must have a minimum of 3.7 weighted and minimum of 3.0 un-weighted high school grade point average;
 - d. Must have not completed sufficient units to qualify for high school graduation and must apply all credits earned to meeting high school graduation requirements and University criteria;
 - e. Must have the approval of the District high school Principal of Student's home high school (or designee) as to eligibility;
 - f. Must have a satisfactory high school conduct and attendance record as determined by either the District high school Principal (or designee) and FGCU;

- g. Must have achieved minimum scores on the ACT or SAT as provided for herein; and
 - h. Must obtain final approval for admission in the University from the FGCU Director of Admissions.
2. The Student must complete the application and enrollment procedures which are as follows:
- a. Shall provide the complete ACE Program application package by the admission deadline as advertised on the ACE Program website (note: international Students will have additional documentation requirements and should meet the deadlines for international Students to allow for additional processing). The application package includes the following:
 - i. Submitted online ACE Program Application;
 - ii. Completed Program Authorization Form;
 - iii. Completed Memo of Understanding;
 - iv. Completed Third Party Authorization Form;
 - v. Official qualifying test scores;
 - vi. Student resume; and
 - vii. Official high school transcript with qualifying GPA.
 - b. Admission to FGCU for Dual Enrollment will take place in the fall semester exclusively.
 - c. A Student admitted to the ACE Program will participate in the University intake orientation and class registration process.
 - d. A Student admitted to the ACE Program will attend an ACE orientation session with a parent, guardian or responsible adult.
 - e. Final approval for enrollment in the University shall be reflected by the affixed signature of the FGCU Director of Admission on the acceptance letter sent by the Office of Undergraduate Admissions. The University shall accept the signature of the District high school Principal (or designee) of the Student's home high school on the Program Authorization Form as approval for participation in the Dual Enrollment program.
 - f. A Student participating in Dual Enrollment who will graduate early from high school must discontinue enrollment in Dual Enrollment courses after the official graduation date.
 - g. Limited capacity of the program may disallow admission to the program. Priority will be given to a Student who exceeds academic requirements and demonstrates readiness for college as evidenced by (but not exclusively): rigor of high school

courses, written essays, attendance in school, weighted GPA, unweighted GPA, high school ranking, participation in appropriate extracurricular activities.

SECTION III – Designation of Academic Courses and Course Load

1. Designation of College-Level Courses

- a. Courses offered pursuant to this Agreement shall be selected from courses listed on the statewide course numbering system for which credit may be applied toward the Associate of Arts degree and toward high school graduation in accordance with state dual enrollment law. Current law allows for any course in the Statewide Course Numbering System to be offered as a Dual Enrollment course with the exception of remedial and Physical Education skills courses.
- b. A Student who has not met State of Florida benchmarks for financial literacy shall seek an alternative option outside the ACE Program to satisfy the requirement. It is the District's responsibility to ensure that the Student has satisfied the requirement.
- c. A newly enrolled Student shall enroll in IDH 1930 – ACE Honors (1 credit) during the initial fall semester enrollment. The standard rate of tuition for this course shall be waived by the University and the course will not appear on the billing invoice to the District.
- d. A Student requesting a Florida Virtual School or Lee Virtual School course while enrolled in Dual Enrollment shall be advised regarding overall course load by both the high school counselor and the FGCU academic advisor prior to the high school's approval of the FLVS/LVS course. The high school counselor shall designate any FLVS/LVS course code, title and term of enrollment on the High School Graduation Checklist.

2. Maximum Course Load

- a. There will be a minimum course load of 12 credit hours and a maximum of 16 credits during fall and spring terms.
- b. With prior approval from both the high school counselor and the FGCU advisor, a Student in the ACE Program may take additional courses that are less than three credits when those courses are required in accordance with degree program tracking. A Student, however, must be enrolled in a core of at least 12 credits in which courses are at least three (3) credits each. Courses less than three (3) credits will be listed on the FGCU transcript but not on the high school transcript.

3. Academic Advising and Course Registration

- a. The counseling staff at the high school shall advise the Student according to high school graduation requirements.

- b. The Undergraduate Studies academic advising staff at the University shall advise a Student regarding University coursework and degree track. FGCU advisors shall schedule and register the Student at the earliest priority registration date pending completion and submission of registration documents by the Student.
- c. The Student's University schedule will be sent to the high school counselor for final approval. The high school counselor will verify registration for University courses consistent with the Student's high school graduation requirements. If changes need to be made, the high school counselor will contact the ACE Program academic advisor to request adjustments to the Student's schedule.
- d. Program enrollment occurs during the fall and spring semesters only.

4. Expectation of Students

- a. A Student will adhere to the rules, guidelines and expectations that are described in the FGCU Student Code of Conduct.
- b. A Student will meet at least once per semester with their high school counselor to complete a High School Graduation Checklist.
- c. A Student may lose the opportunity to participate in the ACE Program if the Student is disruptive to the learning process.
- d. A Student found responsible for academic dishonesty by the FGCU Academic Integrity Committee will be dismissed from the ACE Program at the end of the then current semester. All course grades will be recorded and the decision of responsibility and sanction will be reported to the home high school. The Student will return to his or her high school for completion of his or her high school graduation requirements.

5. Withdrawal and Repeating of Courses

- a. A Student who has enrolled in courses may withdraw after the first week of classes only due to extenuating circumstances that have been approved by both the ACE Program Director and the District Deputy Superintendent (or designee).
- b. If approved for course withdrawal, a Student will adhere to the FGCU registration policies and timelines for withdrawal from courses. If the Student is approved after the posted deadline for academic withdrawal without academic penalty, a grade will be issued for the course and the Student must petition the relevant FGCU College for a retroactive course withdrawal. Any course in which a withdrawal is approved, a "W" will be noted for the course and an updated college transcript will be sent by the ACE Program Director to the high school.

- c. Withdrawal from a Dual Enrollment course will count toward the FGCU 3/2 Withdrawal Rule: A Student enrolled at FGCU will be allowed to withdraw from a maximum of three (3) lower-level courses (numbered 1000 – 2999) and two (2) upper-level courses (numbered 3000 – 4999) without academic penalty after the drop/add dates. A withdrawal for approved extenuating circumstances such as medical reasons and active duty military service will not count toward this limit.
- d. A Student who, with permission of the District Deputy Superintendent (or designee) and the Director of the ACE Program, withdraws from a course before completion must immediately contact the high school counselor for assignment to replace the dropped course.
- e. A Student who, with authorized approval, withdraws from a course or courses will be ineligible to repeat the same course at FGCU until after high school graduation.
- f. A Student who fails a course will be ineligible to repeat the same course at FGCU until after high school graduation.
- g. Incomplete “I” grades will not be issued.

6. Transferability of Credits

- a. A Student who has taken courses under this Agreement must forward to FGCU a final high school transcript showing evidence of graduation from high school in order for credits to be valid. FGCU shall award the Associate in Arts degree to a qualified Student who subsequently enrolls for the fall term at the University after high school graduation.
- b. 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 a Student does not attend the same college or university where the Dual Enrollment credit is earned, 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 college courses taken during high school. A Student interested in transferring to another college or university should refer to the appropriate catalog for the institution to determine which credits may be transferable.
- c. A Student will receive final grades via the FGCU web-based information system, Gulfline. A transcript will be provided to the high school from the appropriate FGCU office at the end of each semester after grades have been officially recorded. The Student will be able to receive a high school transcript each semester from the home high school.

7. Communication with Students and Parents

- a. It shall be the primary responsibility of the Principal (or designee) in each high school of the School Board to inform high school students and their parents in writing of opportunities under this Agreement and the requirements for participation in full-time Dual Enrollment at FGCU.
- b. An explanation of the ACE Program is provided on its website, through program brochures, and is published in the FGCU catalog.
- c. FGCU staff in the Office of Undergraduate Studies Academic Advising will provide academic advising, registration and general academic guidance related to University coursework to each Dual Enrollment Student. Communication regarding courses and registration shall be directed to the FGCU Office of Undergraduate Studies Academic Advising.
- d. The Director of the ACE Program will serve as program liaison to the Student's high school and parents.
- e. A Student's University academic record is subject to the Family Educational Rights and Privacy Act (FERPA). A signed Third Party Authorization Form must be on file for participation in the ACE Program. The University Office of the Registrar provides guidance regarding FERPA regulations.

8. Administrative and Procedural Relationships

Specific administrative and procedural relationships shall include, but not be limited to:

- a. Procedures relating to ACE Program Orientation shall be conducted by University staff prior to initial enrollment. College academic advising and registration shall be conducted by University staff each semester.
- b. Procedures relating to the provision and distribution of Student textbooks shall be administered by the District. A Student shall present the registration schedule to authorized District staff to secure required course materials.
- c. Procedures relating to the report of progress of Students and final grades earned shall be administered by the University.
- d. Procedures for amending the Student Progression Plan and individual high school course offerings as necessary shall be facilitated by the District.

9. Quality of Instruction

- a. Dual Enrollment instructors shall meet the teaching credentials established by the Southern Association of Colleges and Schools Commission on Colleges as implemented by FGCU.

- b. The instructor's performance in each University course will be monitored by the appropriate University administrator. In addition, Students will be able to participate in Student perception of instruction using the approved University process.
- c. The quality assessment of Dual Enrollment courses and programs shall include, but not be limited to these criteria:
 - i. Follow the appropriate course content outline for the specific course title and number in the common course numbering system;
 - ii. Follow the appropriate course content outline identifying course objectives, outcomes, requirements and grading system.

10. Counseling Services, Admissions Counseling and Monitoring of Academic Progress

- a. An enrolled Student under the terms of this Agreement shall be entitled to all University services offered to students. Students seeking participation in services and activities at the University that have age restrictions must notify the Director of the ACE Program and submit proof of parental permission to participate in the service or activity.
- b. Pursuant to s. 1007.271 a Student with a special challenge or unique ability may participate in the ACE Program and will have any resource/s available and deemed appropriate for the Student. A Student disclosing a special challenge or unique ability shall be encouraged to register with the FGCU Office of Adaptive Services. Information regarding services may be obtained by contacting that office at 239-590-7956, video phone for deaf/hard hearing at 239-243-9453 or adaptive@fgcu.edu.
- c. A Student's high school records may be released to the University.
- d. The University will be alerted to any conduct concerns by the Student's high school.
- e. A Student's performance in each Dual Enrollment course shall be monitored by the University professor for each course on a regular basis via testing and performance on other assignments for each course.
- f. A Student may be requested to submit an FGCU mid-term grade report to the Director of the ACE Program. Upon request, the ACE Director will forward a Student's progress to the high school counselor.
- g. A Student must achieve a minimum FGCU term GPA of 2.0 for each semester and a cumulative FGCU GPA of 2.5 in order to remain in the ACE Program.
- h. A Student must maintain the required minimum 3.0 unweighted high school GPA for continued participation in the ACE Program.

11. Costs and Funding

a. Tuition and Fees

- i. A Student enrolled in Dual Enrollment shall be exempt from payment of all application, registration, matriculation and laboratory fees.
- ii. A Student will be responsible for the costs associated with the University and ACE Program orientation, as well as math assessment (if required) and non-required course materials.

b. Cost of Instruction

The District shall pay to FGCU the FGCU standard tuition rate per credit hour for instruction that takes place on the FGCU campus by University faculty. The FGCU standard rate is the approved tuition rate published in the FGCU Regulation FGCU-PR 7.001, as amended from time to time. Adjustments in tuition rate may be provided by FGCU to the District in writing. The District will be invoiced each term after the FGCU 25% refund period has ended for the term. Payment will be due 45 days from date of invoice. The District will not be responsible for payment of tuition for the IDH 1930 - ACE Honors Course.

c. Books and Materials

Costs and distribution of Student books and instructional materials required for Dual Enrollment courses will be the responsibility of the District for fall and spring terms. Items such as calculators, consumable materials, bluebooks, notebooks and folders are not included in materials provided by the District. The District shall be responsible for the preparation of all paper work for securing Student books and instructional materials from a vendor of their choosing.

d. Distribution of Financial Resources

Calculation of full-time equivalent membership with respect to instruction from universities: Students enrolled in the University Dual Enrollment program pursuant to Section 1007.27, Florida Statutes, may be included in calculations of full-time equivalent Student memberships for basic programs for grades 9–12 by the District. These Students may also be used to calculate a proportional share of full-time equivalent enrollments for the University's Dual Enrollment program. All Students in the ACE Program shall be considered dual enrollment for funding purposes.

e. Transportation

A Student is responsible for his or her transportation to and from the University.

f. Extracurricular Activities

A Student enrolled in the FGCU Dual Enrollment program shall be allowed to partake in extracurricular activities as approved by the District or high school, provided such participation does not interfere with academic responsibilities and program expectations at the University.

SECTION IV – General Terms

1. Indemnification

- a. To the extent provided by law, FGCU shall indemnify and hold the District harmless from any and all claims, demands, causes of action and/or damages arising out of negligent or willful acts of the University and its faculty and staff in fulfilling their responsibilities under this Agreement and within their scope of employment. Nothing contained herein shall obligate FGCU to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which FGCU could be held liable under the provisions of Section 768.28, Florida Statutes, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of FGCU to any person or entity beyond the limits of liability for which FGCU could be held liable under Section 768.28, Florida Statutes.
- b. To the extent provided by law, the District shall indemnify and hold FGCU harmless from any and all claims, demands, cause of action and/or damages arising out of negligent or willful acts of District and its faculty and staff in fulfilling their responsibilities under this Agreement and with their scope of employment. Nothing contained herein shall obligate the District to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amounts for which the District could be held liable under the provision of Section 768.28, Florida Statutes, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of the District to any person or entity beyond the limits of liability for which the District could be held liable under Section 768.28, Florida Statutes.

2. Non-Discrimination Policy

The parties shall not discriminate against any employee or Student in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, veteran or military status, disability or sexual orientation.

3. Prior Negotiations

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and, the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written. The Agreement supersedes all previous agreements between the parties providing for an articulation plan for college-level instruction for high school Students.

4. Amendment

All amendments to and modifications of this Agreement must be in writing and signed with the same formalities.

5. Notices

All notices, forms and other communications hereunder shall be mailed or delivered as follows:

1. If to the School Board, address to:
Superintendent of Schools
Hendry County School District
25 E. Hickpochee Avenue
LaBelle, FL 33935
2. If to the University, address to:
Dean of Undergraduate Studies
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565

6. Term of Agreement and Cancellation

The term of this Agreement shall commence on the date of the last signature and expires on August 1, 2018. This Agreement may be terminated by either party with 90 days prior written notice provided the 90 day period does not interfere with a Student's participation in the ACE Program. If the 90 day notice extends past the beginning of the University academic term, then the 90 day notice will be waived so long as some notice was given. In no case will the Agreement be terminated during the University's fall or spring semester if District Students are participating in the ACE Program. Notwithstanding the foregoing, this Agreement may be unilaterally cancelled by the

University for refusal by the District to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by District in conjunction with this Agreement.

[Rest of the page intentionally blank. Execution page to follow.]

In witness whereof, the parties have affixed their signatures, effective the date first written above.


THE DISTRICT SCHOOL BOARD OF HENDRY COUNTY

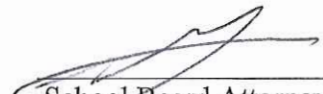
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 7/17/18
Jon Basquin, Chair Date


ATTEST:

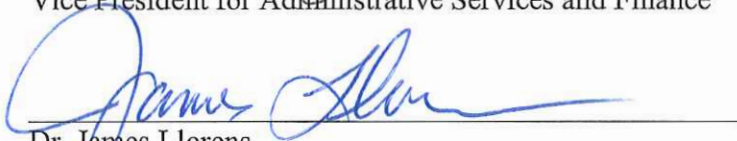
Approved as to Form:


Paul Puletti Superintendent
Lee County School Board

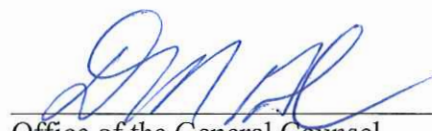
 7/17/18
School Board Attorney Date

FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES

 7-23-18
Steve Magiera Date
Vice President for Administrative Services and Finance

 7/23/18
Dr. James Llorens Date
Provost and Vice President for Academic Affairs

Approved as to Form and Legality

 7/19/18
Office of the General Counsel Date
Florida Gulf Coast University