

**DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN
FLAGLER PALM COAST HIGH SCHOOL, FLAGLER COUNTY SCHOOL DISTRICT (secondary)
AND
FLAGLER TECHNICAL COLLEGE, FLAGLER COUNTY SCHOOL DISTRICT (postsecondary)**

This ARTICULATION AGREEMENT ("Agreement"), effective as of the 21st day of July, 2022, or the date it has been signed by both parties, whichever is later ("Effective Date"), by and between FLAGLER COUNTY SCHOOL DISTRICT ("FCSD"), FOR AND ON BEHALF OF THE BOTH FLAGLER PALM COAST HIGH SCHOOL ("FPC") and FLAGLER TECHNICAL COLLEGE ("FTC"). This Contract shall commence on the effective date and shall continue until terminated in writing by FTC or FPC.

This agreement was established by an articulation committee consisting of the Assistant Superintendent of Academic Services, Career and Technical Education Specialist, Director of FTC, and Principal of FPC. FTC and FPC agree that the terms of this Contract may be revised at any time by formal written amendment to this Contract executed by both parties hereto. Either party may terminate this Contract to be effective at the end of the current semester so that students do not lose potential high school credit. The termination must be in writing as described in Section VI below.

WITNESSETH:

WHEREAS, FTC, in its educational programs for the development of technical skill programs for individuals, has responsibility for the training of students who require education in various career/technical education disciplines to complete their professional development; and

WHEREAS, FPC has the responsibility to provide appropriate and necessary educational opportunities to its students attending FCSD

WHEREAS, in fulfillment of said responsibility, FPC wishes to enable qualified and eligible FCSD students to access dual enrollment career/technical education programs at FTC; and

WHEREAS, the educational programs of FTC will be enhanced because of opportunities for faculty to participate in educational responsibilities through the cooperative efforts of FPC and FTC in such cases with disabilities;

NOW, THEREFORE, for and in consideration of these premises, the terms and conditions hereinafter set forth, and the mutual benefits to be received, FPC and FTC agree to the following:

I. FTC'S RESPONSIBILITIES

Services

1. FTC faculty shall be responsible for tracking and/or calculating grades, Occupational Completion Points, Industry Certifications, and attendance. Both schools shall post grades and attendance. FPC shall post the same information as given to them by FTC.
2. FTC shall be responsible for developing and communicating their student behavior policies to FPC students. Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. FPC students shall be held to the same level of behavior and accountability as other FTC students when on FTC's campus. FTC shall discipline FPC students as they do other students. FTC may request FPC assistance in this process.
3. FTC shall ensure that the faculty follows the Florida Department of Education program frameworks. Dual enrollment programs are at the same depth and rigor of non-dual enrollment postsecondary instruction, including those offered on a high school campus. As such FTC will indicate to the student the expectation of college level course work. FTC shall determine grade forgiveness if appropriate for any dual enrollment course.

4. FTC shall determine and communicate the minimum criteria for eligibility into each of their programs. Minimum criteria shall be consistent among all students. FPC students will have an opportunity to apply for any dual enrollment program offered by FTC not requiring prerequisites. Dual enrollment programs will lead to a certification listed on the Industry Certification Funding List (s. 1008.44, F.S.). FPC shall follow set criteria when determining which FPC students appear qualified and eligible to enroll in FTC programs. Students applying for dual enrollment must have a minimum GPA of 2.0. Most dual enrollment programs require an application. Admittance into dual enrollment programs is determined on a point basis and not first come first serve. Applications are due by July 15th of each year for the following August start unless otherwise notified by FTC and shall be submitted to the Student Services Department at FTC. Students enrolling in a program more than 450 hours in length are required to take a basic skills examination within six weeks of entry into a course. If FPC students prove unable to handle the rigor of the programs after required accommodations have been made, FTC has the ultimate authority to have a student removed from the FTC program.
5. High school credit for dual enrollment courses listed on the 2020–2021 Dual Enrollment Course— High School Subject Area Equivalency List shall be awarded according to standards set forth in the document. Courses may be added or dropped within the first week of the course start date. Students who will graduate from high school prior to completion of a postsecondary course within a program may not register for the course through dual enrollment. Dual Enrollment Courses not specifically listed on the subject area equivalency list will be awarded at 1 vocational credit per 150 clock hours completed at the end of a course.
6. Section 1007.271(18), F.S., states that dual enrollment courses must be weighted the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. “Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited.” This provision relating to GPA weighting includes all dual enrollment courses, including career education courses. In addition, there should be no differentiation between the weighting of 1000 and 2000 level courses or courses that do not appear on the Dual Enrollment Course—High School Subject Area Equivalency List.
7. FTC shall ensure that all faculty of their career and technical education programs attended by FPC students have the appropriate certification required by the Florida Department of Education.

II. FPC’s RESPONSIBILITIES

Support

1. FPC shall notify parents and students of the option to dual enrollment courses including how and when enrollment will occur. FPC shall specifically market the FTC career and technical education programs to potentially qualified FPC students and parents. FPC agrees to add FTC courses to the course selection sheet and will assist with the dual enrollment application for FTC.
2. FPC shall make initial determinations as to whether a particular FPC student appears qualified for a particular FTC program to include consideration for maximum course loads. According to s. 1007.271, F.S., school districts may not deny dual enrollment participation to students who meet both statutory requirements and any additional eligibility requirements established in the Dual Enrollment Articulation Agreement.
3. FPC shall send FTC registrations of FPC students to the FTC admissions department for processing.
4. FPC shall ensure that FPC students taking classes at FTC have the books that are typically paid for and provided by the school district for dual enrollment.
5. FPC shall provide lunch to FPC students who are at FTC during the lunch hour, or permit FPC students to purchase lunch off campus with personal funds.
6. The Assistant Principal in charge of Career and Technical Education or his designee shall be the primary point of contact for issues or concerns that arise in regard to FPC students while at FTC.
7. The Assistant Principal in charge of Career and Technical Education or his designee shall communicate with FTC about attendance, grades, occupational completion points, and industry certification issues to ensure

that these records are accurate at both schools. The high school guidance counselor will monitor dual enrollment students each semester to ensure GPA requirements are maintained.

8. FPC students are responsible for transportation to FTC.
9. FPC shall provide FTC faculty with complete Transition Individualized Education Plans for each FPC student requiring accommodations, so they will understand the needs and accommodations necessary for each student. All reasonable accommodations will be made to ensure the success of each student.
Postsecondary career certificate curriculum cannot be modified.
10. FCSD shall provide information, consultation, and/or training to FTC faculty, as necessary, to aide in teaching FPC students effectively.

III. STUDENT ATTENDANCE

Effort will be made to match FCSD's student contact days to that of FTC. When a match cannot occur, FTC shall give excused absences to FPC students who are not able to attend FTC classes due to FCSD being closed, except where content information missed would be detrimental to student progression. FPC and FTC follow the same criteria otherwise for determining if a student has an excused or unexcused absence. FTC and FPC follow FTC policy for determining when an excessive number of unexcused absences shall result in a failing grade.

IV. COURSES AND PROGRAMS AVAILABLE FOR DUAL ENROLLMENT

A. Nursing Assistant (Articulated) (H170690) - 165 hours – 1 credit – Seniors Only

OCP	Course Number	Course Title	Length	HS Credit	Subject
A	HSC0003	Basic Healthcare Worker	90 hours	0.5	Vocational
B	HCP0121	Nurse Aide and Orderly (Articulated)	75 hours	0.5	Vocational

Students will sit for the Certified Nursing Assistant (CNA) Certification (FDMQA002) upon completion of this program.

B. Emergency Medical Technician - ATD (W170212) - 300 hours – 2 credits – Seniors Only

OCP	Course Number	Course Title	Length	HS Credit	Subject
A	EMS0110	Emergency Medical Technician (EMT)	300 hours	2	Vocational

Students will sit for the Emergency Medical Technician NREMT001 upon completion of this program. This certification articulates to 9 college credit hours toward an AS degree in Emergency Medical Services.

C. Phlebotomy (H170302) – 165 Hours – 1 credit - Seniors

OCP	Course Number	Course Title	Length	HS Credit	Subject
A	HSC0003	Basic Healthcare Worker	90 hours	.5	Vocational
B	MEA0520	Phlebotomist	75 hours	.5	Vocational

Students will sit for the Certified Phlebotomy Technician (AMSPT002) or (NATHA007) upon completion of this program. This certification articulates to 1 college credit hour toward an AS degree in Medical Laboratory technology.

D. Heavy Equipment Operations Technician (T440200) - 900 Hours – 6 credits – Juniors and Seniors

OCP	Course Number	Course Title	Length	HS Credit	Subject
A	TRA0070	Heavy Equipment Maintenance Technician	150 hours	1	Vocational
B	TRA0086	Tractor Operator	150 hours	1	Vocational
C	TRA0087	Off-road Equipment Operator 1	300 hours	2	Vocational
E	TRA0049	Crane Operator	300 hours	2	Vocational

V. COMPENSATION AND BILLING

A. Compensation

All secondary students are exempt from the payment of tuition and all fees. State regulated tuition at a rate of \$2.44 per hour of instruction shall be paid by FCSD to FTC for all students dual enrolled in Emergency Medical Technician, ATD, and Nursing Assistant Articulated. FCSD shall cover student books and the costs of the instructor(s) for the career and technical education programs attended by FPC secondary students.

FTC shall provide and cover the costs of all equipment, materials and supplies that they typically provide to other students. FCSD shall provide the costs of certification fees, background checks, drug tests, and any other outside cost for the program. Students shall be responsible for uniforms if applicable.

B. Invoicing Procedures

FTC shall invoice the appropriate school for tuition, certification fees, background checks, drug tests, and student books at the start of the semester in which the student enrolls. The school shall pay each invoice in accordance with Florida Statutes and Rules after receipt and approval of proper invoice submitted by FTC. Remittances by the school to FTC shall be made payable to Flagler Technical Institute and payments shall be forwarded to 5400 E. Highway 100, Palm Coast, Florida, 32164. FTC shall assure that funds received shall be deposited in such a way as to reimburse the sources which made the original expenditures for the provision of services. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit.

C. FPC's Payment Responsibilities

Upon receipt, FPC shall have five (5) working days to inspect and approve goods and services delivered. Payment is disbursed to FTC within forty (35) days of receipt of the invoice received. Invoices returned to FTC due to preparation errors will result in a payment delay. Invoice payment requirements will not start until a properly completed invoice is provided to FPC. Nothing herein shall be construed as to allow payment of any compensation to FTC in advance of the delivery of services to FPC students.

D. Vendor Ombudsman

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline (800) 848-3792.

VI. LIABILITY PROTECTION

A. Liability Protection

Each party agrees to be fully responsible for the acts of its employees or agents committed within the scope of their employment and not committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

VII. NOTICES

A. Providing Notice

All notices by either party required or permitted by this Contract shall be in writing and delivered by registered or certified mail with the United States Postal Service, postage prepaid, return receipt requested or by hand delivery to the representatives specified herein. The name and address of the representative of FTC for this Contract is Renee Stauffacher, Director, Flagler Technical College, 5400 E. Highway 100, Palm Coast, FL 32164. The title and address of the representative of FCSD for this Contract is the Diane Dyer, Executive Director, Teaching and Learning. In the event that representatives change due to a change in personnel after execution of this Contract, notice of the name and address of the new representative shall be furnished in writing to the other party and a copy of said notification attached to the originals of this Contract.

VIII. MISCELLANEOUS PROVISIONS

A. Cooperation

FPC and FTC agree to cooperate in good faith so that the contemplated benefits of this Contract to each party are met to the fullest extent possible. To that end, FPC and FTC acknowledge that circumstances may occur in the future, which would warrant changes in type, level, and/or quantity of the services to be provided for FPC by FTC. The parties agree to negotiate such changes in good faith for the mutual benefit of FPC and FTC.

B. Severability

This Contract is severable such that should any provision of this Contract be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable. No waiver or delay in enforcement of any breach of any provision of this Contract shall constitute a waiver of any preceding or succeeding breach or delay in enforcement of any other provision of this Contract.

C. Performance Contingency

FPC and FTC's performance and obligation under this Contract are contingent upon an annual appropriation by the Florida Legislature.

D. Binding by Signature

This Contract is not binding on the parties until it has been signed by the Director of Flagler Technical College, the principal of FPC, the Executive Director of Teaching and Learning, and the Superintendent of Flagler County Schools.

E. Applicable Law

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

F. Force Majeure

Neither party shall be liable or be deemed in breach of this Contract for any failure or delay in performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.


G. Discrimination

1. FTC and FPC shall not discriminate against any employee in the performance of this Contract, or against any applicant for employment, because of age, race, creed, color, disability, national origin, or sex.
2. FTC and FPC further assure that their employees shall not discriminate against any students because of age, race, creed, color, disability, national origin or sex with whom they come in contact while at FTC.
3. FTC and FPC staff shall educate their students about the inappropriateness of discrimination and bullying behavior. Students who exhibit inappropriate behaviors shall be disciplined following the schools' discipline policies.

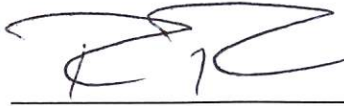
H. Entirety of Contract

This Contract sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Contract may not be amended, altered, or modified except by mutual written agreement. All continuing covenants, duties, and obligations herein shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first above set forth.


LaShakia Moore Date 8/9/23
Interim Superintendent
Flagler County Schools


Renee Kirkland Date 7/26/23
Director, Flagler Technical College
Flagler County Schools


Robert Bossardet Date 7/25/23
Principal, Flagler Palm Coast High School
Flagler County Schools