

**ARTICULATION AGREEMENT
2020-21 Academic Year
School Board of Bay County, Florida
Florida State University, Panama City**

THIS AGREEMENT entered into by and between the SCHOOL BOARD OF BAY COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, hereinafter referred to as the "School Board" and FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate existing under the laws of the State of Florida, for and on the behalf of FLORIDA STATE UNIVERSITY, and hereafter referred to as the "University" or "FSU" effective as of the last date signed. The Agreement shall be renewed annually in accordance with s. 1007.271, Florida Statutes.

WITNESSETH

WHEREAS the University and the School Board agree to provide articulated accelerated learning mechanisms through dual enrollment for eligible Bay County Public School students who wish to shorten the time necessary to complete the requirement for obtaining a college degree, broaden the scope of curricular options, or increase the depth of study available for a particular subject, and

WHEREAS the University offers courses and programs which will enhance accelerated learning opportunities for qualified students in Bay County, and

WHEREAS the School Board wishes to make courses and programs available to qualified students who are enrolled in its public high schools; and

WHEREAS the common objective of providing such educational services may best be achieved in the most economical manner through joint and coordinated action between the University and the School Board; and

WHEREAS s. 1007.271, Florida Statutes, and State University System of Florida Board of Governors (BOG) Regulation 6.006 provide a mechanism for achieving this common objective

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

The parties agree that the foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE II: DEFINITION OF DUAL ENROLLMENT

Dual enrollment at a state university in Florida is a program in which eligible secondary students are permitted to enroll in a postsecondary course creditable toward a standard high school diploma and an associate or baccalaureate degree. Credits and grade points will be assigned according to policies established by the University and the School Board.

ARTICLE III: UNIVERSITY REQUIREMENTS & RESPONSIBILITIES

The University agrees to permit students enrolled in a public secondary school in Bay County, who have been certified by their guidance counselors or principal/designee as qualified, to dual enroll in a maximum of nine hours per semester in courses included on the *Florida State University (Panama City Campus) High School Dual Enrollment Approved Course List*. The list includes courses that satisfy statewide general education core requirements (pursuant to s. 1007.25, Florida Statutes), courses for which statewide general education core courses are prerequisites, foreign language course sequences up to the intermediate level, and other courses specifically selected for inclusion in the dual enrollment program at FSU. All courses on the list are described in the FSU Undergraduate Bulletin and included on the Florida Department of Education *Dual Enrollment Course-High School Subject Area Equivalency List* as satisfying secondary and postsecondary degree requirements. Under the provisions of Florida Statutes, applicable state rules or regulations, and university policy, the following terms and conditions apply:

- A. ***Program Requirements.*** The student must meet the following program requirements to enroll in courses approved for dual enrollment at FSU:
1. Must be a registered eligible secondary student in a Bay County public school. For the purpose of this section, an eligible secondary student is a student who is enrolled in any of grades 6 through 12 in a Florida public school or in a Florida private school that is in compliance with s. 1002.42(2), Florida Statutes, and provides a secondary curriculum pursuant to s. 1003.4282, Florida Statutes. Students who will graduate from high school prior to completion of the postsecondary course may not register through dual enrollment.
 2. Must submit a new dual enrollment application and guidance counselor approval form each semester by the published deadlines.
 3. Must have a 3.5 or higher weighted secondary school grade point average on a minimum of 12 graded credits to include at least 2 English credits; 2 mathematics credits, one of which must be Algebra II or higher; at least 1 science credit with lab component; and at least 1 social studies credit. Exceptions to the weighted grade point average may be granted on a case-by-case basis provided that the student's GPA is above the statutory 3.0 unweighted minimum.
 4. Must maintain a 3.0 FSU GPA to continue dual enrollment at FSU in subsequent semesters.

5. Must provide copies of the high school transcript upon initial application and copies of other college/university transcripts or test scores for earned credits as appropriate.
6. Must achieve the following standardized test scores as verified by the high school guidance counselor or principal/designee or official testing documentation. Subscore minimums may be achieved on separate administrations of the test.

ACT Test – 22 or higher Composite Score plus the following subscores:

- Reading score of 19 or higher
- English score of 19 or higher
- Math score of 20 or higher

SAT Test – 1100 or higher Total Score plus the following subscores:

- Reading subscore of 24 or higher
- Writing subscore of 26 or higher
- Math subscore of 25 or higher

* In the event that SAT/ACT testing is unavailable in times of state or national emergency, limited exceptions to SAT/ACT scores will be made available only during the relevant application period. During such emergencies, Florida State University will permit guidance counselors to substitute a PSAT score of 960 or higher in place of the required SAT/ACT only for those otherwise qualified students who submit verification that the SAT/ACT test date was cancelled or unavailable during the application period. Upon application for future semesters, the student will be required to submit a qualifying SAT/ACT test score to maintain eligibility.

7. May take a maximum of 9 hours of coursework approved for dual enrollment at FSU in accordance with Florida Statutes and the provisions of this agreement. Dual enrollment students may enroll only in those courses included on the *Florida State University (Panama City Campus) High School Dual Enrollment Approved Course List* (see attachment). Dual enrollment students may enroll in an online section of selected approved courses only if the course is taught using an asynchronous delivery method.
8. Must meet any course prerequisites as set forth in the FSU Undergraduate Bulletin as evidenced by FSU course work or transcripts from other colleges or universities.
9. Must provide proof of immunization or waiver as required of all University students.
10. Must be free of the following charges or violations:
 - a. Any current charge or finding of responsibility for scholastic or behavioral misconduct at any educational institution.
 - b. Any felony charge even if adjudication has been withheld.

- c. Any violation of the law which resulted in, or if pending could result in probation, community service, jail sentence, revocation or suspension of your driver's license, or a traffic violation that resulted in a fine of \$200 or more.
- B. ***Application and Advising.*** Dual enrollment at FSU Panama City campus is administered by the Office of the Dean at 4750 Collegiate Drive, Panama City, Florida, 32405-1099. Application materials and instructions are outlined in the High School Dual Enrollment Application and Student Guide available at <http://pc.fsu.edu/admissions/dual-enrollment-high-school-students>. The student must obtain approval from the high school guidance counselor or principal/designee on the appropriate form and then schedule a mandatory academic advising meeting with the Office of the Dean at the Panama City Campus. Students will be allowed to register for only those courses listed on the *Florida State University (Panama City Campus) High School Dual Enrollment Approved Course List*.
- C. ***Early Admission.*** Early admission is a form of dual enrollment through which eligible secondary students are permitted to enroll on a full-time basis (minimum of 12 credit hours) as a degree-seeking student in accordance with s. 1007.271(2), Florida Statutes, and BOG Regulation 6.006. Early admission at FSU requires a separate application process through the Office of Admissions, which includes much higher test scores among other requirements. Additional information is available in the FSU Undergraduate Bulletin or by contacting the FSU Office of Admissions.
- D. ***University Policies.*** Dual enrollment students will be held to the FSU Academic Honor Code and the Student Code of Conduct. Dual enrollments students must comply with academic policies outlined in the FSU Undergraduate Bulletin unless otherwise amended by the terms of this agreement. One such amendment is that dual enrollment students are not permitted to drop courses after the add/drop period closes on the fourth day of FSU classes except for documented extenuating circumstances approved by both the Associate Dean of Undergraduate Studies at FSU and the school guidance counselor. If a student is granted a course drop after this date, FSU will reimburse the school district for the standard state university tuition rate per credit hour paid for such student during a fall or spring semester. Early admit students are considered degree-seeking students and therefore must comply with all academic policies outlined in the FSU Undergraduate Bulletin.
- E. ***Academic Support Services.*** Dual enrollment students will have access to academic support services at FSU, including academic advising; libraries; student disability resources; and various learning centers that offer writing assistance, tutoring for selected courses, and study skills instruction. Students with disabilities must register with and provide relevant documentation to the Office of Student Affairs at FSU Panama City, after which time they will be eligible to receive appropriate accommodations. The University's criteria will be used to determine the need for accommodations. For more information about student disability services, visit <http://pc.fsu.edu/student-disability-services>.

- F. ***Class Attendance.*** Dual enrollment students are expected to attend all FSU classes and are discouraged from taking vacation days during a semester of enrollment. Each faculty member sets attendance expectations in the course syllabus within the parameters of broader FSU policy. Dual enrollment students who have a legitimate high school sponsored activity that unavoidably conflicts with an examination or other assessment at FSU must provide documentation on school letterhead in order to reschedule.
- G. ***Mature Course Content.*** While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.
- H. ***Grades and Transcripts.*** At the end of each term and after grades have posted, the University will send dual enrollment student transcripts to the high school guidance departments. FSU official course grades are also available to students online in Student Central (my.fsu.edu) on the Wednesday after finals week each semester. **Dual enrollment courses become part of the student's permanent college transcript, are calculated into the student's permanent postsecondary GPA, and may affect a student's future college admission and financial aid eligibility.** FSU does not have a grade forgiveness policy, so students are not able to repeat a course to replace a grade at FSU.
- I. ***Non-Degree Seeking Status.*** Successful completion of dual enrollment courses does not ensure admission to the university as a degree-seeking student.
- J. ***Campus Site for Instruction.*** Dual enrollment instruction will be provided at the FSU campus exclusively (never at the high school) or through selected asynchronous online classes offered through the Panama City Campus specifically.

ARTICLE IV: SCHOOL BOARD REQUIREMENTS & RESPONSIBILITIES

The School Board agrees to permit certain qualified students to participate in university classes at FSU under the following terms:

- A. ***Program Counseling.*** The high school student and parent(s) or guardian(s) have been counseled regarding the specific requirements of the dual enrollment program and notified that participation and successful completion of dual enrollment courses does not ensure admission into the university as a degree-seeking student. In addition, students and parent(s) or legal guardian(s) shall be informed that dual enrollment course grades are included in the student's college grade point average, become a part of the student's permanent academic record, and may affect the student's future college admission and financial aid eligibility.
- B. ***Parental Permission.*** The high school student has been granted permission by the parent(s) or guardian(s) and the guidance counselor or principal/designee to enroll in the dual enrollment program.

- C. **School Board Payment.** Pursuant to s. 1007.271(21), Florida Statutes, the School Board shall pay the standard state university tuition rate per credit hour from funds provided in the Florida Education Finance Program to the University for Bay County public school student dual enrollment course credits during the fall and/or spring terms. Tuition for summer term dual enrollment course credits are waived by the University. Note: State law prohibits these costs from being passed along to dual enrollment students.

ARTICLE V: JOINT RESPONSIBILITIES

The University and the School Board warrant and agree that all dual enrollment shall meet the provisions of the current State of Florida laws, rules, and regulations.

- A. **Budgetary Policies.** The University and the School Board shall establish budgetary policies to support dual enrollment programs which will include the following provisions:
1. The University will invoice the School Board at the conclusion of the drop/add period for each fall and spring semester that has student credit hours, including the standard university tuition rate and any eBook charges through the Follett IncludED program. The invoice will be sent to the following district address or email: **Christina Kight-McVay**, 1311 Balboa Avenue, Panama City, FL 32401. Email: rightcl@bay.k12.fl.us; Phone: (850) 767-4100.
 2. Students receiving instruction under the provisions of this agreement shall be exempt from the payment of tuition and fees.
 3. Early admission is a form of dual enrollment through which eligible secondary students enroll on a full-time basis (minimum of 12 credit hours). As such, these students are exempt from tuition and fees and the financial arrangements between the School Board and the University are the same as with other dual enrollment students.
 4. Students enrolled in a Bay County public school and receiving instruction under the provisions of this agreement shall be provided textbooks/instructional materials that are paid for by the School Board. Note: State law prohibits these costs from being passed along to dual enrollment students.
- B. **Transportation.** Dual enrollment students at FSU shall be responsible for their own transportation arrangements.
- C. **Articulation.** The University and the School Board shall continue to carry out established articulation procedures to ensure close communication and effective planning.
- D. **Publicity.** The University and the School Board will publicize this agreement and take whatever actions necessary to affect the implementation of said agreement within their respective organizations.

ARTICLE VI: NOTICE PROVISION

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designated the following as the respective places for giving notice:

To School Board: William V. Husfelt III, Superintendent
The School Board of Bay County, Florida
1311 Balboa Avenue
Panama City, Florida 32401
(850) 767-4101 / husfewv@bay.k12.fl.us

To University: Dr. Heather Bishop
Assistant Dean of Undergraduate Studies
University Center A, Room A3400
P.O. Box 3062360
Florida State University
Tallahassee, Florida 32306-2360
(850) 645-2451 / hbishop@fsu.edu

* The Assistant Dean will provide copies to the University Provost, Registrar, and Dean

ARTICLE VII: AUTHORITY PROVISION

Each person signing this Agreement on behalf of either party individually warrants that he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE VIII: INDEMNIFICATION PROVISION

Each party agrees to be fully responsible for its own acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence, but only to the extent and limits provided in s. 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of any defense the parties may have under such s. 768.28, Florida Statutes.

ARTICLE IX: NON-DISCRIMINATION PROVISION

The parties shall not discriminate against any employee or participant in this program because of race, creed, age, religion, color, gender, national origin, marital status, disability, sexual

orientation, veteran's status, genetic information, gender identity, gender expression, or any other legally protected group status.

ARTICLE X: TERMINATION PROVISION

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause.

NOTHING FOLLOWS ON THIS PAGE

IN WITNESS WHEREOF, the duly authorized officials of the parties executed this agreement as of the last date signed below.

For the School Board

THE SCHOOL BOARD OF BAY COUNTY,
FLORIDA

Steve Moss, Chairman

Signature: Steve E. Moss

Date: September 22, 2020

For the University

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, acting for and on the
behalf of FLORIDA STATE UNIVERSITY

Sally McRorie, Provost and Executive Vice
President for Academic Affairs

Signature: Sally McRorie
DocuSigned by:
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Date: 9/9/2020 | 7:54 AM PDT

Reviewed for Legal Sufficiency by
Lisa Scoles, Esq.
Deputy General Counsel
Florida State University

Signature: Lisa C. Scoles
DocuSigned by:
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Date: 9/9/2020 | 10:21 AM EDT