

**2024-2026 Inter-Institutional Articulation Agreement Florida SouthWestern State College
and
The School Boards of Charlotte, Collier, Glades, Hendry, and Lee Counties**

This Inter-Institutional Articulation Agreement, hereinafter referred to as the "IAA", is effective from the 1st day of August, 2024 through the 31st day of July, 2026 between the District Board of Trustees of Florida SouthWestern State College, ("College") and the School Boards of Charlotte, Collier, Glades, Hendry, and Lee Counties, Florida ("School Districts").

The purpose of the IAA is to articulate the Dual Enrollment, Early Admissions, and Early College Programs, authorized under Florida Statute Sections 1007.27, .; 1007.271, .; 1007.273 .; and 1000.21. These programs are a cooperative effort between Florida SouthWestern State College and the School Districts of Charlotte, Collier, Hendry, Glades, and Lee counties to provide accelerated college opportunities for qualified students through the effective use of Florida's community/state college programs and services.

Ratification or Modification of All Existing Articulation Agreements

This IAA serves to ratify current existing IAA between the College and the School District. The provisions set forth in this IAA enables qualified students to simultaneously earn both high school and college credit. This Agreement may be amended upon the mutual agreement of all parties or as otherwise required by Florida Department of Education (FLDOE) Rule and Florida Statutes. A signed IAA will be submitted by the College to the Department of Education on or before August 1, 2024.

Part 1: Definition of Terms

1. Accelerated Pathways- The three Accelerated Pathways for eligible secondary students, described in this agreement are Dual Enrollment, Early Admission, and Early College.
2. Dual Enrollment Program- The Dual Enrollment Program is an Accelerated Pathway that is offered to eligible secondary students on a part-time basis (College credits are limited to 12 or less per semester, and students are required to enroll in at least one high school credit course). Students may enroll in college courses offered concurrently on the high school campus, courses on the college campus, and in online courses, to earn both high school and college credit simultaneously.
3. Early Admissions Program- Early admission is a full-time (12-18 credits) Accelerated Pathway. Early Admissions students may take college courses on the College's campus or online but may not enroll in concurrent courses. Students may continue to participate in extra-curricular activities at their sending school and at the College.
4. Early College-The Early College, described in Florida Statute Section 1007.273, provides a cohort of eligible 11th and 12th-grade students a full-time Early Admission Program to take courses at a mutually agreed upon location by the College and the

School Districts (e.g., school-within-a-school model).

5. Concurrent Courses- College courses taught on a high school campus by a college credentialed professor.
6. Concurrent Faculty-A teacher employed by the School District and credentialed, approved, and assigned by the College to serve as a college course instructor.
7. School District Designee-A person authorized by the School District to approve and sign certain documents, such as student appeals and withdrawals.
8. School Designee- A person authorized by the High School to submit and sign documents, such as registration and test scores.
9. Director of Accelerated Pathways- The College's person assigned the duty of overseeing the College's Accelerated Pathways.

Part 2: Dual Enrollment Program

Section 1: Description Process for Informing Parents and Students

Students and parents will be informed about accelerated program opportunities and processes through the following methods:

The High School will provide:

- High school visits/ advising sessions
- Parent Information sessions
- High school curriculum guides
- High school counseling offices
- High school counseling websites

The College will provide:

- Program flyers and posters
- College Accelerated Program website
- College advising sessions
- College Accelerated Program Orientation

The information available to students and parents by both parties shall include:

1. The grade levels included in the program.
2. A description of the Dual Enrollment Program including the delineation of courses and industry certifications offered, online course availability, and the return on investment associated with participation in the program.
3. The high school and college credits earned for each postsecondary course completed and industry certification earned.
4. Student eligibility criteria.
5. The enrollment process and relevant deadlines.

Section 2: Courses and Programs Offered

1. Dual Enrollment Program courses offered concurrently are listed in the **Concurrent Course Offerings** table (Appendix G).
2. Students have the option of working towards CAPE Industry Certifications or College Credit Certificates pursuant to Florida Statute Section 1008.44 found in the College's Course Catalog. See Career Pathways (Technical Credit to College) ABSTRACT found in Appendix A for additional information.
3. Prior to enrolling in a certificate program, it is the student's responsibility to meet with an FSW academic advisor to ensure they meet all eligibility requirements of the program.

Section 3: Student Participation in Dual Enrollment Program

1. Students initiate their option to participate by working directly with their School District Designee to ensure student eligibility to participate in the college program.
2. Students must initiate their application for Dual Enrollment Program courses through the College's online Accelerated Program Application found at <https://www.fsw.edu/admissions/dual>.
3. Eligible students are responsible to submit test scores in all college-level areas before being eligible to register for coursework.
4. The student or School Designee will arrange for all required test scores and transcripts to be provided to the College.
5. Eligible students will work directly with the School Designee to complete an **Accelerated Pathways Registration Approval Form** (Appendix D). The signature of the School Designee on the form verifies student is eligible and gives approval for enrollment in college courses.
6. Eligible students may access the College's academic, advising services and counseling services.
7. Students are required to provide their own transportation to and from the College for on-campus courses and related activities.
8. Students are required to secure their own Internet and computer access for online and hybrid courses including access to electronic test proctoring methods used by FSW.
9. Students are limited to dual enrollment courses that are both age and developmentally appropriate.

Section 4: Student Eligibility for Participation

1. Students must be enrolled in at least one high school credit course during each term,

excluding summer, if participating in Dual Enrollment (12 credits or less). Early Admissions or Early College students are not required to be enrolled in any high school course during the term of their enrollment (see Parts 3 and 4).

2. Students must have a cumulative unweighted high school grade point average of 3.0 or better.
3. Students must have the approval of the School Designee (i.e. through the signature on the course registration forms).
4. Students may take credits through any available modality, including concurrent, on-campus, or online courses.
5. 6th-10th grade students are limited to 9 credit hours per term, must have at least 5 high school credits in core graduation requirements, have the approval of School District Designee, along with two letters of recommendations.
6. Due to grade eligibility requirements, Dual Enrollment students must state their current grade level at the time of admission. No changes or exceptions will be made to extend grade levels or graduation dates.
7. Students must take and present test scores from one of the approved state college placement exams and place at the college level in the skill areas that are required for the courses the student wishes to take. The placement test scores must be valid as of the first day of the term in which the student enrolls in the course. Scores are valid for two years from date of testing.
8. Pursuant to Florida Statute Section 1008.30(4) (a) and Rule 6A-10.0315, F.A.C., , students who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on a postsecondary readiness assessment identified., shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency.
9. Students must meet or exceed placement test scores as outlined on the testing tables at <https://www.fsw.edu/testing/scoretables>.
10. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies.
11. Exceptions to the twelve (12) college credit hour limitation may be granted by the College provided that the student is enrolled in secondary course(s) in the basic competency area(s) for which the student has been deemed deficient by the post-secondary readiness assessment, and is in good academic standing with a minimum College grade

points average of 2.0. Students and the high School Designee must submit an **Accelerated Pathways Student Appeal** (Appendix I) to the Director of Accelerated Pathways to be approved.

12. Eligibility requirements are consistent across all modalities of instruction, including online, concurrent, and courses taken on the college campus, unless otherwise stipulated.
13. The **Accelerated Pathways Contract**, included on the Accelerated Pathways Student Registration Form, {Appendix D) will be used to inform students and parents of basic expectations for participants in the Dual Enrollment Program.
14. Per Florida Statute Section 1007.271., regardless of meeting student eligibility requirements for continued enrollment in the Dual Enrollment Program, a student may lose the opportunity to participate in a college course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.
15. Students must maintain at least a cumulative 2.0 College grade point average to continue in the Accelerated Pathways Program. The College Academic Warning procedures will apply to dual enrolled students who fall below the required 2.0 College GPA. Students placed on Academic Warning are given one semester to raise their cumulative College GPA to a 2.0. Students who do not meet the minimum GPA after one semester of Academic Warning will be dismissed from participation any Accelerated Pathways Program.
16. High school graduates are not eligible to participate in the Dual Enrollment Program. Recent high school graduates with at least 24 college credit hours may enter Summer Term courses post-graduation. If admitted, they are responsible for all tuition and associated fees and materials.

Eligible students may take full-term Fall, Spring, and Summer Term coursework. Permission to enroll in Fall and Spring mini- A or B Term is only granted in exceptional circumstances by the School District Designee and the College. Summer mini-A or B Term is limited to one course per term with a maximum of 12 total credits across all terms. (Courses with required co-requisites will be considered as one course, not to exceed 5 total credits.) Students are not permitted to participate in Study Abroad programs while in Dual Enrollment.

Section 5: Delineation of High School Credit Earned

1. Approved college course offerings are specified by the Florida Department of Education's statewide Agreement of Dual Enrollment. In addition, high school credit for Dual Enrollment Program courses will be awarded in accordance with the aforementioned agreement. The Florida Department of Education provides and annually updates the Dual

Enrollment Course- High School Subject Area Equivalency List. This information is available online at www.fldoe.org (search for Dual Enrollment Equivalency List).

2. Since students enrolled in the Dual Enrollment Program are meeting high school graduation requirements while taking college courses, the College accepts the signature of the School Designee as decisive regarding suitability of courses and/or the applicability towards high school graduation.
3. All courses must be at least three (3) credits and be taken for a letter grade, not including required co-requisite courses.
4. School Districts will apply all credits earned through the Dual Enrollment Program as subject area or elective credits toward high school graduation requirements. All credits not earned but attempted must be entered on the high school transcript.
5. Dual Enrollment Program courses must apply directly toward the student's general requirements for high school graduation as outlined in Florida Statute Section 1003.4282., pursuant to Florida Statute Section 1007.271.
6. Participating in any Dual Enrollment Program course creates a college transcript for the student. All grades, including withdrawals, will be posted to the student's permanent academic record. Low grades in college courses may adversely affect subsequent admission to public or private colleges and universities, as well as financial aid eligibility and/or availability.
7. College credits earned through an articulated accelerated mechanism, as defined in this IAA from Florida Statute Section 1007.27, are not calculated towards the excess hour requirement in Florida Statute Section 1009.286, which states students are required to pay an excess hour surcharge for each credit hour in excess of the number of credit hours required to complete the baccalaureate degree program in which a student is enrolled.
8. Students earning credit under various acceleration programs are guaranteed transferability of credit under provisions of the State Articulation Agreement in cases where the student completes "general education requirements" and/or the Associate of Arts degree and is transferring to a state university in Florida.
9. Students earning college credit through the Dual Enrollment Program in courses outside of the general education categories or outside of the AA degree requirements are not guaranteed transferability of credit and will be evaluated by the individual-college or university policy involved.
10. In accordance with Florida Statute Section 1007.271 (18), , all courses taken through the Dual Enrollment Program must be weighted the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when weighted grade point averages are calculated. Alternative grade calculation or

weighting systems that discriminate against courses offered in the Dual Enrollment program are prohibited.

Section 6: Process for Informing Students and Their Parents of College-Level Course Expectations

1. The School Designee through one-on-one counseling, student and parent meetings, and printed materials will inform the student and their parent(s) about the college-level course expectations, including the College's policy on compliance with the Family Educational Rights and Privacy Act (FERPA) and access to student accommodations. Additional information can be found at <https://www.fsw.edu/registrar/ferpa>.
2. The College will provide information on college-level course expectations on the course registration form, college application, and during orientation.
3. Students enrolled in the Dual Enrollment Program that require an academic accommodation based upon a disability will be provided with an academic accommodation consistent with Section 504 of the Rehabilitation Act of 1971, as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 CFR Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), as amended, 42 U.S.C. §§12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35. All academic accommodation shall be in conformity with 34 CFR 104.44. The accommodation provided shall not be dependent on whether instruction occurs on a College campus or at a high school site.
 - a. For a student to benefit from accommodations at the College level, students are required to self-identify. For information regarding the self-identification process and the services available, refer to the Office of Adaptive Services at <http://www.fsw.edu/adaptiveservices> or 239-432-7354.
 - b. It is the obligation of the individual with a disability to request a reasonable accommodation. Enrolled students must submit any request for accommodations to the Office for Adaptive Services on the appropriate campus for consideration. Individuals with a disability must provide recent documentation from a qualified, licensed professional that speaks to the specific disability and the requested accommodation. Requests for accommodations must be specific to the documented needs. Once a student has been established with the office, it is the student's responsibility to request accommodations each semester that the student is enrolled.
 - c. Individual Education Plans (IEPs) are not acceptable forms of primary documentation. IEPs are plans which were structured and agreed to with that school at the time they were written. They are not binding agreements with Florida Southwestern State College. A valid IEP with the School Districts does

not make the student eligible for college accommodations. Students with an IEP must request an accommodation. Approved School Districts accommodations may be helpful in determining the level of support and types of accommodations which were provided to a student in the past.

- d. Students who take courses concurrently, and have approved high school accommodations, may not be supported by the College if issues arise and the student has not self-identified through the College's process.
4. Dual Enrollment Program students and their parents will be offered the College's Accelerated Pathways Student/ Parent Information Sessions, through on-campus events or live/ on-demand webinars. It shall be the primary responsibility of the School Designee to communicate to students and parents about college-level course expectations.
5. Dual Enrollment Program students have the same rights and considerations of all college students, as determined by the College's Students Rights and Responsibilities, found in the College's Catalog.

Section 7: Exceptions to Required Grade Point Averages on an Individual Student Basis

1. Exemptions to the grade point average, maximum number of allowable college credits, or other items as specified in the eligibility section of this document may be initiated by the High School Principal.
2. The School Designee will notify the College, in writing, of the reasons why the Principal wishes to exempt a student from the state criteria.
3. The Director of Accelerated Pathways reviews all exemption requests and makes a recommendation to the Associate Vice President of Academic Affairs.
4. The Associate Vice President of Academic Affairs is authorized to review and determine waiver eligibility in compliance with college operating procedures.
5. It is the responsibility of the College's Director of Accelerated Pathways to notify the Principal and School Designee of the approval or disapproval of the exemption.
6. Students whose IEP requires special education, transition planning, transition services or related services through the age of 21 may defer receipt of their standard diplomas, defined by 300.43 of Title 34, Code of Federal

Regulations (CFR), and consistent with Florida Statute Section 1003.5716 on transition planning, will meet minimum standard for admission as a standard high school diploma. 6A-1.09963(6), F.A.C, specifies the District's obligation to inform parents and students.

Section 8: Registration Policies for Dual Enrollment Program

1. Eligible students with a current term application that have met testing requirements are to register (add or drop courses) through the Office of the Registrar by completing an **Accelerated Pathways Registration Form** (Appendix D) for any college course by July 15th for Fall courses, December 1st for Spring courses, and April 15th for Summer courses. All Accelerated Pathways Registration Forms require the approval/signature of the School District Designee.
2. Students will be required to complete the self-paced on-line Accelerated Pathways Orientation annually.
3. Students are responsible to submit a completed Accelerated Pathways Registration Form to the Office of the Registrar to drop or add courses by the stated deadlines. All Accelerated Pathways Registration Forms require the approval/signature of the School District Designee.
4. Students who have not been registered through the College for a concurrent course and have attended a course without registering pursuant to Paragraph One, above, may be denied college credit.
5. Students enrolled in the Dual Enrollment Program are not to initiate a withdrawal from their course(s) after the official College add/drop period has ended for the term the student is enrolled in without written consent from the School District Designee and School Designee. Students must present a completed **Accelerated Pathways Request for Withdrawal Form** (Appendix H) to the Director of Accelerated Pathways by the College's designated deadlines for the enrolled term.
 - a. **Withdrawal**-A student who wishes to withdraw from a course for academic or personal reasons, after the add/drop date and within the stated College deadlines, will receive a "W" on their college transcript. The GPA is not affected. Fees are not waived.
 - b. **Late Drop**- Removes a course or courses from a term due to major extenuating circumstances beyond a student's control, which prevent course completion and occur after the drop deadline, but prior to the midpoint of the course. Course fees and academic history for the term are removed.
 - c. **Late Withdrawal**- Withdraws a student from a course or courses due to major extenuating circumstances beyond a student's control, which prevent course completion and occur after the published withdrawal deadline. Students will receive grades of 'W' (withdrawal), and the course will be counted as an attempt. The GPA is not affected. Fees are not waived.
6. In the case of a request for a Late Drop/Late Withdrawal, the student must present a completed Dual Enrollment Request for a Late Drop or Late Withdraw petition (Appendix J). The College's Registrar makes the final determinations on late drop/late withdrawal petitions.

7. The Director of Accelerated Pathways notifies the School Designee of the registrant's final determination on all late drop/ late withdrawal petitions.
8. Students will not be allowed to repeat a course until after completion of high school graduation.
9. Termination of enrollment in a college course without satisfactory completion may hinder timely fulfillment of high school graduation requirements.

Section 9: Professional Rules, Schedules and Oversight of Concurrent Faculty and Courses

1. Concurrent Faculty Rules, Guidelines and Expectations
 - a. Pursuant to 6A-14.064 (2)(a), F.A.C.: "all full-time or adjunct faculty teaching Dual Enrollment courses must meet Southern Association of Colleges and Schools Commission on Colleges' Principles of Accreditation: Foundations for Quality Enhancement, 2010 Edition, section 3.7.1, for postsecondary instructors in the course and discipline." These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The College shall ensure concurrent faculty teaching college courses through the Dual Enrollment Program meet these qualifications.
 - b. Concurrent Faculty are required to be compliant with all College policies, procedures, and deadlines related to faculty credentialing or will not be added to the concurrent schedule.
 - c. Concurrent Faculty are required to follow the **College's Job Classification Description** (Appendix E) for monitoring and reporting student performance.
 - d. Concurrent Faculty are required to use the College's learning management system (Canvas) for tracking grades and attendance. Additional Canvas requirements may be made by Department Deans. No other learning management system (LMS) may be used unless required by the College.
 - e. School Districts may require Concurrent Faculty to use the District's grading system in addition to the College's LMS.
 - f. Concurrent Faculty may share appropriate educational information with their High School Principal or School Designee as needed.
 - g. Concurrent Faculty are required to attend at least one meeting or professional development activity per year with the College.
2. Concurrent Class Scheduling
 - a. School Designee must request Concurrent Courses prior to College's published deadlines according to the **FSW's Accelerated Pathways Deadlines** (Appendix B).
 - b. School Designee must complete and submit the **Concurrent Course Approval Form** (Appendix G).

- c. The Director of Accelerated Pathways verifies that a College approved credentialed Concurrent Faculty member is assigned to teach the course.
- d. The Director of Accelerated Pathways creates the course number and schedules Concurrent Courses.
- e. Registration in Concurrent Courses follows the same process used for courses on the college campus and online classes.
- f. Registration forms for concurrent students must be received by the College prior to the end of the College's drop/add period to ensure compliance with audit requirements.
- g. The Director of Accelerated Pathways will provide verified rosters of each Concurrent Course to the School Designees. Concurrent Faculty are required to provide attendance verification through the College's process.
- h. Scheduling of Concurrent Courses is contingent on SACSCOC Substantive Change Policy, found at <http://www.sacscoc.org/pdf/081705/SubstantiveChange.pdf>. The College is required to provide written notification to SACSCOC of changes in accordance with the substantive change policy and, when required, seek approval prior to the initiation of changes. Consideration of changes would include:
 - An increase to 25-49% of credits towards a program or degree is required 60 days prior to the start of the term.
 - An increase of 50% of credits or more towards a program or degree requires an additional prospectus due to the College by October 1st for implementation during the subsequent academic year.
 - The credit thresholds are monitored over a rolling four-year period, equivalent to each freshman's high school cohort.
 - Final approval regarding substantive changes are at the determination of SACSCOC.

3. Concurrent Course Oversight

- a. The College is responsible for ensuring that the curriculum and assessment procedures in concurrent courses meet College and SACSCOC standards regardless of whether the course is taught through the College or at the high school campus.
- b. Coordination of concurrent courses shall be the joint responsibility of the Director of Accelerated Pathways, Academic Deans, and the High School Principal.
- c. To demonstrate curriculum expectations are being met, Concurrent Faculty shall provide an annual portfolio including;
 - A short reflective statement on teaching philosophy and accomplishments.
 - Copies of SOS and Student Success and Grade Distribution, along with a reflection based on each of these reports.
 - Copies of the syllabi used for the current semester.
 - A copy of the final exam used in the last semester.
 - A copy of one assignment that demonstrates how the faculty member

- addresses a general education outcome.
 - Submission according to the timeline set by the College.
 - Participation in a classroom observation process with academic dean or designee.
- d. Test and assessments in the concurrent courses may include, common course assessments, copy of the final exams, and submission of assignment examples and student artifacts.

Section 10: Monitoring of Student Performance

1. The College, School District Designee, and School Designee maintain the right to share educational information about students enrolled in the Dual Enrollment Program.
2. The College provides training to College Faculty on Dual Enrollment Program students, including the use of the "early alert" system of students performing poorly in a course. When an "early alert" or "student of concern" is provided by a faculty member, the School Designee will be notified.
3. The College prepares student success rate reports by Concurrent Faculty member and course. The Director of Accelerated Pathways will share these reports with School Designees and Concurrent Faculty.
4. The College conducts annual student course evaluations and will share Concurrent Course results with School Designee and High School Principal.
6. Concurrent Faculty will be required to submit course-level assessments and general education assessments per Department and College-wide assessment plans.

Section 11: Transmission of Student Grades

1. The College will provide all student grades to School Designee within 10 business days of College's deadline for grade submission by College and Concurrent Faculty.
2. High School Principals in conjunction with their Concurrent Faculty may utilize either the extended concurrent grade submission deadline in Spring Term, which is ten business days after the College's faculty, or follow the College's faculty calendar for submission through the College's designated system.

Section 12: Funding Provisions of Delineated Costs

1. Textbook and Instructional Materials
 - a. In compliance with 6A-14.092, F.A.C., the College will adopt textbooks and instructional materials no later than seventy-five (75) days prior to the first day of classes for 95% of sections. The College will share a list of adopted textbooks and instructional materials with the School Districts to purchase according to their practices. For classes added after the forty-five (45) day notification deadline, the College will provide School Districts with textbooks changes after the deadline.

- b. The School Districts must provide at no cost to the student all required textbooks and instructional materials used in college courses for the Fall and Spring terms.
- c. The College will provide all required textbooks and instructional materials for the summer term. The College and School Districts endeavor to reduce the costs of textbooks through collaboration to include the use of repositories for Summer Term. Students enrolled in the Dual Enrollment Program will be exempt from payment of all registration, matriculation, and laboratory fees from the College.
- d. Specialized and limited-access programs and courses may have expenses in addition to books and materials that will be the responsibility of the student. Programs in the Health Sciences may have costs for (including but not limited to) uniform, medical testing, and background checks that are the responsibility of the student. The costs beyond the standard rate of tuition for courses with a travel component (including local, state, national, and international travel) will be the responsibility of the student.
- e. The School Districts are not required to purchase optional or supplemental course materials. The School Districts must purchase all required course materials for students enrolled in the Dual Enrollment Program.

2. Tuition

- a. Pursuant to Florida Statute Section 1011.62, it is understood that students enrolled in the Dual Enrollment Program may be counted as full-time equivalent enrollment by the College.
- b. Pursuant to Florida Statute Section 1007.271, ., and Florida Statute Section 1007.273, it is understood that students receiving instruction under the provisions of this agreement shall be exempt from the payment of all application, registration, and laboratory fees to the High School or to the College.
- c. For the Fall and Spring terms, the College will assess the standard tuition rate per credit hour to the high school from the Florida Education Finance Program (FEFP) for dual enrolled students when the student is certified as taking college courses for college and high school credit and the courses are approved for dual credit per this agreement through the College's faculty. For 2024-2026 the standard tuition rate for a Florida College System institution is \$71.98 per credit hour.
- d. For the Summer term, the College will assume responsibility for the tuition costs. The College will seek reimbursement for the tuition costs from the State of Florida. In the event the College does not receive reimbursement or only receives partial reimbursement from the state for the Summer Term, the College agrees to not invoice the School Districts for the difference.
- e. Concurrent Courses, taught by Concurrent Faculty, are not assessed the standard tuition rate per credit. Concurrent courses, taught by college faculty, are assessed the standard tuition rate per credit.

3. Equipment
 - a. The College's Department Deans may require additional laboratory equipment for Concurrent Courses that is comparable to the College's on-campus courses and would be at the expense of the high school.
 - b. For courses needing additional equipment, the College will provide the list of required materials.

Section 13: School Districts Collaboration and Communication

1. The College will provide the School Districts with an annual list of College deadlines (Appendix B).
2. The College and School Districts will submit an annual list of contacts that are authorized to sign and receive documents and communications including name, department, and contact information (e.g., **2024-2025 Department Chairs and Department Deans Appendix C**).
3. The Director of Accelerated Pathways will regularly communicate with School Districts and School District Designees and Concurrent Faculty through the provided contact information.
4. The Director of Accelerated Pathways will present to stakeholders an annual Accelerated Program Report.
5. All accelerated pathways program students, including concurrent students, are assigned an academic advisor and can access advising services through in-person, Zoom or phone meetings. Group advising and registration sessions may also be offered at the high school location or FSW campus.

Part 3: Early Admissions Program

The Early Admissions Program is a full-time Accelerated Pathways Program providing high school students the opportunity to earn both high school and college credits simultaneously by taking college courses on the College's campus or online, but not through concurrent courses. Students may continue to participate in extra-curricular activities at their sending school and/ or at the College. The Early Admissions Program processes are the same to that of Dual Enrollment with the following exceptions (Part 2).

Exceptions

1. Must meet all college ready test score requirements to be admitted.
2. Must be in 11th or 12th grade.
3. Must be enrolled full-time at College.
4. May not be enrolled in any high school courses.
5. Must enroll in a minimum of 12 college credit hours per Fall and Spring terms.
6. May enroll up to 18 college credit hours per Fall and Spring term; up to 12 credits per

Summer term.

7. May not be required to enroll in more than 15 college credit hours per semester.
8. Eligible students who fall below the full-time status are no longer part of the Early Admissions Program but may be eligible to continue to participate in the Dual Enrollment Program.
9. All Early Admissions students will be required to take SLS 1515, Cornerstone as is required by all first-time in college students. It is recommended for a student's first semester and on the college campus.

Part 4: Early College

The Early College, described in Florida Statute Section 1007.273,, provides eligible 11th and 12th grade students a full-time Accelerated Pathways Program to take courses at a mutually agreed upon location by the College and the School Districts (e.g., school-within-a-school mode). The preferred location for an Early College is within a school which is geographically isolated from a College Campus or Center (e.g., twenty miles or more from the nearest College Campus or Center).

Early College processes are the same as the processes used by the Dual Enrollment Program, with the following exceptions listed below (Part 2).

Exceptions (Students)

1. Must meet all test score requirements to be admitted.
2. Must be in 11th or 12th grade.
3. Must be enrolled full-time through the College.
4. May not be enrolled in any high school courses.
5. Must enroll in a minimum of 12 college credit hours per Fall and Spring terms.
6. May enroll up to 18 college credit hours per Fall and Spring terms; up to 12 credits per Summer term.
7. Early College courses may not be in addition to the normal high school or part of the student's regular load. Students attending full-time College courses may not be enrolled in any high school courses but may participate in extra-curricular activities at the high school.
8. May not be required to enroll in more than 15 college credit hours per semester.
9. Students who fall below the full-time status are no longer part of the Early College Program but may be eligible to continue to participate in the Dual Enrollment Program.
10. Early College students may take college courses concurrently, through College Faculty at the high school campus, through the College's campus or online, as agreed on in the SACSCOC prospectus and agreement with the School Districts.
11. Preference will be given to Early College students, but available seats may be offered to Dual Enrollment Program students to meet designated enrollment numbers. For fairness and equity, a lottery system will be used if applicant numbers exceed available seats for both full-time and part-time students.
12. Each student participating in the Early College program must enter a student performance

contract which must be signed by the student, the parent, and a representative of the School Districts and the College. The performance contract must include the schedule of courses, by semester, and industry certifications to be taken by the student, student attendance requirements, and course grade requirements.

Exceptions (Program)

1. Early Colleges are located at a site that is mutually agreed upon by the College and the School Districts (e.g., school-within-a-school model).
2. School Districts wanting to implement a Early College at their high school site need to file an official letter and detailed plan of implementation request by October 1st for the subsequent year.
3. For the purposes of the Early College, the designated location is considered an Off-Campus Site of the College where students can earn 50% or more credits towards an educational program. For purposes of Clery Act compliance, High School shall be treated as a separate College campus. On behalf of the College, the School District shall report to the College's Public Safety all reportable Clery Act crimes and incidents that occur within the campus's Clery Geography as defined as required and defined and required by 20 USC 1092 and 34 CFR 668.46.
4. The School Districts and College must enter into a separate articulated agreement which defines location and operating procedures.
5. An approved SACSCOC Prospectus is required before implementation.
6. Early College courses will follow the College's calendar and site-specific calendar but stay within the daily start and end times of the High School.
7. The School Districts and the College will work in conjunction to determine course availability due to staffing, course, and academic planning requirements.
8. Concurrent Faculty, credentialed and approved by the College, have priority in Early College courses.
9. The School Districts will employ a full-time, dedicated Program Coordinator who will work in collaboration with the College and High School to monitor student performance. The Program Coordinator will also work with each student to identify experiential learning opportunities such as internships and volunteer placements.
10. The Early College uses a cohort model. Each cohort is labeled according to the grade level they would be in if they were high school students. The Early College has a junior and senior cohort, each cohort cap that is mutually agreed by to the College and School Districts. If enrollment falls below the yearly minimum requirements, the cohort is subject to cancellation by the College. Cohorts that meet the minimum requirements will not be canceled by the College.

Funding Provision

1. The School Districts shall reimburse the costs associated with the College's costs associated with the proportion of salary and benefits when FSW College faculty teach on a high school site.

PART 5: General Terms

1. Indemnification

- a. To the extent provided by law, FSW 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 College and its faculty and staff in fulfilling their responsibilities under this Agreement and within their scope of employment. Nothing contained herein shall obligate FSW to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which FSW 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, F.S., nor will anything herein be read as increasing the liability of FSW to any person or entity beyond the limits of liability for which FSW could be held liable under Section 768.28, F. S.

- b. To the extent provided by law, the District shall indemnify and hold FSW 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, F.S., and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in Section 768.28, F. S., 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, F.S.

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, pregnancy, 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:

If to the School Board, address to:

School Board of Lee County, FL
Office of the Superintendent
2855 Colonial Blvd
Fort Myers, Florida 33966

With a copy to:

School Board of Lee County, FL
School Board Attorney
Office of Legal Services
2855 Colonial Blvd.
Fort Myers, Florida 33966

If to the FSW, address to:

District Board of Trustees, Florida SouthWestern State College, Florida
Senior Vice President/Chief Operating Officer
8099 College Parkway
Fort Myers, Florida 33919

6. Term of Agreement and Cancellation

- a. The term of this Agreement shall commence on the date of the last signature and expires on July 31, 2026.
- b. Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

7. Student Education Records

The Parties acknowledge that each has a duty to maintain the privacy of education records under the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 34 CFR part 99. Each Party shall preserve the privacy of education records in its possession in compliance with the terms of the FERPA, Sections 1002.22 and 1002.221, F. S., or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

8. Public Records

The Parties recognize and agree that the School Board is subject to the provisions of the Florida Records Law, under Chapter 119, Florida Statutes. The Parties shall comply with

Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further, the Parties will ensure records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

IF FSW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FSW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-461-8420, PublicRecords@leeschools.net OR BY MAIL: Lee County School Board – Public Information Coordinator, 2855 Colonial Blvd., Fort Myers, FL 33966.

9. Governing Law and Venue

This Agreement shall be in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Lee County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.


This Agreement may be amended upon the mutual agreement of all parties should SBE Rules, Florida Statutes, or interpretations require such action.

This Agreement shall commence for the 2024-2026 school year and will be reviewed annually to consider revisions.

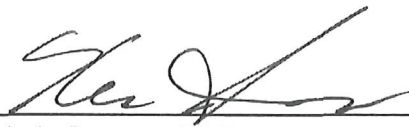
[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the dates indicated below.

The School Board of Lee County, Florida




Samuel Fisher
Chair, School Board
APPROVED Date 6/26/24



Kenneth A. Savage, Ed.D.
Superintendent of Schools
JUN 26 2024
SCHOOL BOARD OF
LEE COUNTY
Date 6/27/24

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, AS TO THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, ONLY:



Kathy Dupuy-Bruno (Jun 24, 2024 13:06 EDT)
Kathy Dupuy-Bruno, Esq., B.C.S.
School Board Attorney and General Counsel
Date 6/24/24

Jeff Allbritten

Jeff Allbritten (Jul 19, 2024 12:26 EDT)

President, Florida SouthWestern State College
Date _____

Carl J. Coleman

Carl J. Coleman (Jul 19, 2024 09:16 EDT)

General Counsel, Florida SouthWestern State College
Date _____



Agenda Item Details

Meeting	Jun 26, 2024 - School Board Meeting Agenda 6:00 PM
Category	H. Consent - Academic Services
Subject	15. Approval to Renew Agreement and Articulated Acceleration Plan for College Instruction for High School Students with Florida SouthWestern State College
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,000,000.00
Budgeted	Yes
Budget Source	A school will receive FTE credit for dual credit enrollment students. This agreement waives Florida SouthWestern State College (FSW) application, registration, matriculation and laboratory fees for students. For dual enrollment courses offered on the college campus, the School District shall pay to FSW, the FSW standard tuition rate per credit hour for instruction that takes place for all courses in which district students are enrolled. The School District will provide textbooks and other required instructional materials (with the exception of calculators, consumable materials, bluebooks, notebooks, and folders) to dual enrollment students enrolled under the provisions of this Agreement. The estimated cost associated with payment of tuition and textbooks is estimated at \$3,000,000.00.
Recommended Action	Approval to renew the Agreement and Articulated Acceleration Plan with Florida SouthWestern State College to enhance learning opportunities for eligible students with the opportunity to take specified college level courses in lieu of standard curricular courses, at the estimated cost of \$3,000,000.00. This agreement shall be in force for the 2024-2025 and 2025-2026 school years until its expiration on July 31, 2026. Approval authorizes the Superintendent to execute all related documents.

Goals

The Agreement and Articulated Acceleration Plan with Florida SouthWestern State College (FSW) for college-level instruction was designed for the purpose of enhancing learning opportunities for eligible students with the opportunity to take specified college-level courses in lieu of the standard high school curriculum and pursuant to s.1007.271 and s.1007.272, Florida Statutes.

This agreement shall be in force for the 2024-2025 and 2025-2026 school years until its expiration on July 31, 2026.

There is 1 PDF attachment.

[Contact Person: Dr. Jeff Spiro, Chief Academic Officer]

2024-2026 SDLC FSW Articulation Agreement Final.pdf (260 KB)

