

**DUAL ENROLLMENT ARTICULATION AGREEMENT**  
**between**  
**THE UNIVERSITY OF CENTRAL FLORIDA**  
**and**  
**THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA**  
**2021-2022**

This Dual Enrollment Articulation Agreement hereinafter referred to as "Agreement" is made and entered into on the date the last signature is affixed below, by and between the University of Central Florida Board of Trustees, a public body corporate ("University" or "UCF") and the School Board of Lake County, Florida acting for and on behalf of its own interest and the interests of its public high schools (the "Board"); collectively, the "Parties". The purpose of this Agreement is to enhance learning opportunities for qualified high-performing, college-ready students who are attending public high schools in the County through the Dual Enrollment program, as encouraged by Sections 1007.22 and 1007.271 of the Florida Statutes.

- I. This Agreement will take effect on August 1, 2021 and expire July 31, 2022. The Agreement shall continue until canceled by either party in writing on or before May 1<sup>st</sup> of each year. Such cancellation or substantive modifications shall be offered sixty (60) days in advance and shall take effect no sooner than the end of the University of Central Florida academic semester. If either party fails to follow the terms and conditions of the Agreement as set forth herein, the other party has the right to terminate this Agreement immediately upon written notice to the other. Termination shall not affect the rights and duties of the Parties under this Agreement with respect to dual enrollment students enrolled in the then current UCF academic semester. This Agreement shall replace all previous dual enrollment articulation agreements between the Parties.
- II. **Student Eligibility (ss. 1007.271, and 1008.30, Florida Statutes)**
  - A. An eligible secondary student is a student who is enrolled in a Florida public secondary school or a Florida nonpublic secondary school, who has been certified by their school official as qualified. A nonpublic secondary school must be in compliance with s. 1002.42, F.S. (annual submission of a database survey) and conduct a secondary curriculum pursuant to s. 1003.4282, F.S. in order for its students to be eligible to participate in a dual enrollment program.
  - B. No student shall be enrolled in a college credit mathematics or English course on a dual enrollment basis unless the student has demonstrated adequate pre-collegiate preparation on the basic computation and communication skills assessment of the entry level placement test pursuant to s. 1008.30, F.S. and 6A-10.0315, F.A.C. (minimum Redesigned SAT scores [test administered March 2016 and later] of 24 in Reading Test, 25 in Writing and Language Test, and 24 in Math Test; minimum SAT score [test administered January 2016 and earlier] of 440 in Math, and 440 in Critical Reading; or ACT scores of 19 in Reading, 17 in English, and 19 in Math).
  - C. Additional initial eligibility criteria: Minimum 3.8 high school GPA; SAT or ACT scores of at least: (i) Old SAT (test administered prior to Feb 2016) – 1270 (Critical Reading + Math); or (ii) Redesigned SAT (test administered March 2016 and later) – 1330 (Evidence-based Reading and Writing + Math); or (iii) ACT – 28 (composite). Meeting minimum criteria does not guarantee admission.
  - D. Dual enrollment is the enrollment of an eligible secondary student in a postsecondary institution on a part-time basis in courses that are creditable toward a vocational, certificate, an associate, or baccalaureate degree. Students enrolled in postsecondary instruction that is not creditable toward the high school diploma shall not be classified as dually enrolled.

Students are permitted to enroll in these programs during school hours, after school hours, via distance education, and during the summer term. Dual enrollment on the university campus is for students who are enrolled in any of grades 6 through 12 and wish to dual enroll on a part-time basis while still completing a minimum of one course per semester at the high school.

- E. Early admission is a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis (at least twelve (12) credit hours in the fall or spring semesters in courses that are creditable toward the high school diploma and the associate or baccalaureate degree.
- F. Students must submit an application for dual enrollment admission by the University's published deadline.

### III. **Student Enrollment Procedures for Dual Enrollment and Early Admissions**

- A. Students will initiate their application for dual enrollment courses with their high school guidance department. The high school guidance department and UCF Admissions are responsible for screening students prior to enrollment.
- B. The student must have completed the 5th grade, have a cumulative high school grade point average of 3.8 or better, and the recommendation of the high school principal or appropriate designated representative.
  - 1. For admission purposes, the university will recalculate the high school grade point average using only the academic core courses and adding appropriate weight. Meeting minimum criteria does not guarantee admission.
  - 2. Exception to the 3.8 minimum grade point average may be initiated by the high school principal. Approval must be given by the UCF Director of Undergraduate Admissions before an exemption can be granted. The high school guidance department will notify the UCF Director of Undergraduate Admissions, in writing, of the reasons why the principal wishes to exempt a student from the stated criteria. It is the responsibility of the UCF Director of Undergraduate Admissions to notify the principal of the approval or disapproval of the exemption within ten (10) working days from receipt of the exemption request.
  - 3. Test scores are evaluated for pre-collegiate preparation (refer to II. B) in order for students to take mathematics or English dual enrollment courses.
- C. Students must submit a completed UCF Undergraduate Admissions Application, an official copy of the high school transcript, and official SAT I or ACT scores. Students may be required to interview with the UCF Director of Undergraduate Admissions or his/her representative. The UCF Director of Undergraduate Admissions reserves the right to accept or deny the applicant.
- D. The UCF Office of Undergraduate Admissions will mail a letter of acceptance or post notification of denial on the applicant's "myUCF" portal. The Director of the Knights Major Exploration and Transition Center and the University Registrar will be notified of the accepted students.
- E. Enrollment Authorization Forms. If academically eligible, students will receive the "Early Admission/Dual Enrollment Authorization Form" from the UCF Undergraduate Admissions office.
  - 1. The "Early Admission/Dual Enrollment Authorization Form" must be completed by the high school and must reflect a high school authorization to participate in dual enrollment; additionally, the Form will stipulate which university courses can be taken. This form also requires the signature of the parent or legal guardian



giving their permission/authorization for the student to dually enroll with the University. Authorization forms are required for each semester in which the student is in the Dual Enrollment Program (dual enrollment students and early admission students).

2. The UCF Office of Undergraduate Admissions will receive and forward Authorization Forms for all conditionally admitted students to the designated advisor for course request decisions.
  3. The designated advisor will assist students in preparing to register for courses, including providing general information about courses and the registration process.
- F. Students admitted to the UCF Dual Enrollment Program must complete CANVAS-based Orientation course in order to receive Enrollment Appointment (date and time at which students may enroll in classes). Students admitted to the UCF Early Admission Program must complete the UCF FTIC 2-day Orientation Program.
- G. **Continuing Eligibility Criteria:** Students participating in the UCF Dual Enrollment Programs (dual enrollment students and early admission students) must maintain a 3.0 UCF GPA in order to enroll in future semesters. For purposes of this Agreement, students transition from one school year to the next in August of each year. Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through Dual Enrollment. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Dual Enrollment students are responsible for following UCF's student code of conduct that outlines acceptable and unacceptable academic or behavioral misconduct for UCF students, such behavior includes cheating and plagiarism, etc. The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. Students may lose the opportunity to participate in the Dual Enrollment program if they are disruptive to the learning process; violate UCF's code of conduct or regulations and/or Board Rules; or violate federal, state, or local laws.
- H. Students participating in the full-time early admission program may be awarded a high school diploma upon meeting all district established high school graduation requirements.
- I. Students participating in the Dual Enrollment Program (dual enrollment students and early admission students) who satisfactorily complete UCF's requirements for the Associate of Arts degree may file the UCF Intent to Graduate for the A.A.
- J. **Withdrawal Procedures.** All Dual Enrollment Program students (both dual enrollment and early admission students) are responsible for officially withdrawing from classes they are no longer attending in accordance with published University requirements and deadlines. Students who do not officially withdraw from a class may receive a failing grade. Such a failing grade becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid. All Dual Enrollment students are responsible for notifying the high school guidance counselor, in writing, prior to withdrawal from any Dual Enrollment course. All pre-registration advising, including but not limited to posted withdrawal procedures, is the responsibility of School Board.

#### IV. **Dual Enrollment Program Courses (s. 1007.271, F.S.)**

- A. **Eligible Courses.** A course may be eligible for the Dual Enrollment Program, subject to course and seat availability, if it meets the following criteria:
1. applies toward the student's high school diploma and replaces high school courses in the same discipline that otherwise would have been taken; and

2. is contained within the state common course description and numbering system (<http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf>);
  3. fulfills the requirements of an associate or baccalaureate degree; and
  4. is approved by the high school principal and University as an acceptable dual enrollment course.
- B. Students' educational plans should be closely evaluated when utilizing specialty courses for the Dual Enrollment Program to ensure transferability of credits.
- C. **Ineligible Courses.** College preparatory instruction and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of a skill, rather than the intellectual attributes of the activity, are not eligible for inclusion in the dual enrollment program. Dual enrollment students are not regularly admitted students of the University and cannot declare a major with the University. Courses that are not at least three credit hours (either alone or in combination with corresponding lab course) are not eligible for inclusion in the dual enrollment program. Dual enrolled students may not enroll in courses graded pass/fail or satisfactory/unsatisfactory, in courses that are limited to students in the major, in courses that are in limited access programs, in directed independent study courses, in study abroad courses, in graduate level courses, or in courses for which prerequisites have not been met.

**V. Responsibilities**

- A. It shall be the responsibility of the high school principal to ensure that courses are coordinated with the high school curriculum and credit is awarded. High school credit for dual enrollment classes will be issued upon successful completion of the course on a basis determined by the high school in compliance with the requirements of the State Board of Education.
- B. All high school curriculum guides and class schedules, as well as the University catalog, shall include information regarding dual enrollment.
- C. The Board and the University are responsible for ensuring the quality of instructional programs. The University's evaluation of courses and programs will be applied to dual enrollment instruction.
- D. Coordination of advising services will be the responsibility of the appropriate high school professional and the student's designated advisor at UCF. High school students enrolled in college credit courses should meet regularly with their high school guidance counselor or principal regarding the selection of college courses appropriate for their high school graduation requirements. Students and high school professionals may consult his/her designated advisor at UCF regarding course applicability to the State University System graduation requirements. Student standardized academic records are available to the University's Student Development & Enrollment Services offices, the College of Undergraduate Studies, and academic departments for the evaluation of pre-collegiate preparation in math and English (refer to II. B).
- E. The Board shall verify that the student and his/her parent(s) or guardian(s) have been counseled on the advisability of taking one or more college courses while in high school and on the specific requirements of the UCF Dual Enrollment Program. Pre-registration advising will include the curricular expectations of university-level academic work that typically exceed the work required of high school courses. Pre-registration advising will also include information regarding UCF's published add/drop policies and deadlines, as well as the impact of performance in Dual Enrollment courses, which become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. Successful



completion of dual enrollment courses at UCF does not ensure admission to UCF as a degree-seeking student.

- F. The Board shall provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
- G. Students with disabilities who wish to explore academic and other accommodations with the University must register with the Student Accessibility Services ("SAS") office, after which time they will be eligible to receive appropriate accommodations. The University's criteria and processes will be used in this regard, without reference to any IEP the student may have with the Board. For more information about SAS, visit <http://sas.sdes.ucf.edu/> or search "Student Accessibility Services" in the "Search UCF" box at <https://www.ucf.edu>.
- H. Students and/or their parents are responsible for providing their own transportation to the University campus or to any other site where the dual enrollment instruction is conducted.
- I. At the end of each term, the University Registrar will provide the Guidance Office at the appropriate Board high school with a copy of the student's college transcript, upon request by the student.

## **VI. Fees and Instructional Materials (s. 1007.271(16), (17), and (21)(n), F.S.)**

### **A. Fees**

- 1. Students enrolled in dual enrollment/early admission instruction shall be exempt from the payment of registration, matriculation, and laboratory fees by the Board and the University.
- 2. Students shall be responsible for any and all fees incurred for the following:
  - a. Distance learning (online classes)
  - b. Late Registration
  - c. Parking
  - d. Library materials, services, and fines

### **B. Instructional Materials.**

- 1. High school students who enroll in courses as part of the UCF Dual Enrollment Program will be required to obtain and use instructional materials selected by the instructor from the UCF Bookstore.
- 2. The University will submit an invoice for these instructional materials directly to the student's high school for courses taken in Fall and Spring. The invoice for cost of instructional materials incurred during the Summer term will be submitted to FLDOE. Payment shall be rendered within thirty (30) days of receipt.
- 3. Instructional materials shall be returned to the student's high school at the end of the semester as property of the Board.
  - 1. Recovered instructional materials that are reusable shall be retained in inventory by the appropriate high school for future dual enrollment offerings, provided that both the Board and the University agree that the material is still applicable and current to a course. The University Bookstore agrees to purchase re-adopted texts at 50% of the original Bookstore purchase price. There is no return time limit as long as the texts are re-adopted by the instructor.
  - 2. Recovered instructional materials that are not reusable shall be otherwise disposed of. University Bookstore agrees to purchase "out of use" texts at the national wholesale value, if a wholesale demand exists.

### **C. Cost of Instruction**

- a. Fall and Spring Instruction:
  - i. In keeping with Florida Statutes s. 1007.271(21)(n), the Board shall pay UCF the standard tuition rate per credit hour for instruction (not to exceed the standard rate

designated as determined by the state Legislature and/or the Florida Department of Education), that takes place on the UCF campus by university faculty. The standard tuition rate per credit hour for academic year 2021-22 is \$105.07 per credit hour. This rate may change in future years. Current information regarding standard tuition rates charged at UCF are available in UCF Regulations published at <http://regulations.ucf.edu>.

- ii. The University will submit an invoice for the cost of tuition incurred by dual enrollment students from Lake County Public Schools directly to the Board. Payment shall be rendered within thirty (30) days of receipt of such invoice.
- b. Summer Instruction: The university will submit an invoice to FLDOE for reimbursement for summer instruction

## VII. Notices

A. Notices with respect to rights and obligations of each party hereto shall be provided as follows:

### **University of Central Florida**

Dr. Michael Johnson, Interim Provost and Vice President, Academic Affairs

Dr. Theodora R. Berry, Vice Provost for Teaching and Learning and Dean of the College of Undergraduate Studies

Dr. Harrison Oonge, Asst. Dean, Division of Student Learning and Academic Success, College of Undergraduate Studies

### **School Board of Lake County**

Diane Kornegay, Superintendent

William J Mathias, School Board Chair

B. Modifications, additions, or deletions from this Agreement must be in writing and signed by both parties. The designated representatives for the University of Central Florida and the School Board of Lake County are listed under Approvals.

## VIII. MISCELLANEOUS PROVISIONS

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



- d. **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex (including pregnancy) or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
- e. **Remedies.** All rights and remedies provided in this Agreement are not intended to be exclusive of any other rights or remedies, and all rights and remedies shall be cumulative and shall be in addition to any other rights or remedies now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.
- f. **Annual Appropriation.** The performance and obligations of both, School Board and UCF, under this Agreement, shall be contingent upon an annual budgetary appropriation by its governing body and/or the legislature. If either party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated upon written notice to the other party at the earliest possible time before such termination. No penalty shall accrue to such terminating party in the event this provision is exercised, and such terminating party shall not be obligated or liable for any future payments due or any damages as a result of termination.
- g. **Excess Funds.** Any party receiving funds paid under this Agreement agrees to promptly notify the other party of any funds erroneously received upon the discovery of such erroneous payment or overpayment and to refund such excess funds payment.
- h. **Governing Law.** This Agreement shall be interpreted and construed in accordance with laws of the State of Florida.
- i. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public records request served upon it pursuant to Chapter 119, Florida Statutes. Each party acknowledges that this Agreement and all attachments thereto are public records.

**A. IF UCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UCF's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: Phone Number (352-253-6770) Frances Celis, College and Career Readiness Director, Celisf@lake.k12.fl.us, Lake County High Schools, 509 S. Palm Avenue, Howey-in-the Hills, FL 34737**

**B. IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: Office of the General Counsel, (407)823-2482, [gcounsel@ucf.edu](mailto:gcounsel@ucf.edu), University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

j. **Student Records:** Notwithstanding any provision to the contrary within this Agreement, both Parties to this Agreement shall fully comply with the requirements of FERPA, and any other state or federal law or regulation regarding the confidentiality of student records.

1. Under FERPA the rights transfer from the parents to the student once they turn 18 years old or enter a postsecondary institution at any age. Although the rights under FERPA have now transferred to a student, UCF may disclose information from an “eligible student’s” education records to parents, without consent, if the parent claims the student as a dependent for tax purposes in the last tax year. Neither the age of the student nor the parent’s status as a custodial parent is relevant.
2. The parent or eligible student have the right to a) inspect and review a student’s educational records maintained by UCF, b) request the amendment to the student’s educational records that the student believes to be inaccurate or misleading, and c) consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

k. **Safeguarding the Confidentiality of Shared Student Records.**

The Parties agree to:

1. Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.
2. Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA’s privacy requirements.
3. Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

l. **Background Screening.** Dual Enrollment students attending courses at UCF are deemed to be post-secondary students. UCF instructional personnel are not required to submit to the same level background screening as secondary school instructional personnel. Accordingly, applicable UCF instructional personnel will not require access to Board school grounds nor require direct contact with secondary school students beyond the scope of its post-secondary curriculum delivered for Lake County residents only.

m. **Entirety of Agreement.** This Agreement ratifies or modifies all other agreements between the Board and UCF that may affect Dual Enrollment. 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.

n. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Reference in the preceding sentence to “assigns” shall not be deemed or construed to authorize, legitimize or render effective any assignment in violation of the provisions of the next paragraph.

o. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no



partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.

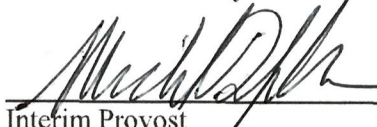
- p. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- q. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

#### APPROVALS

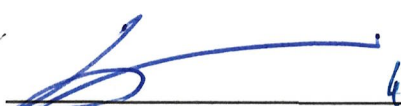
All pertinent and appropriate state and federal laws regarding the conduct of educational programs are specifically incorporated in this agreement. This agreement shall be construed in accordance with the laws of the State of Florida.

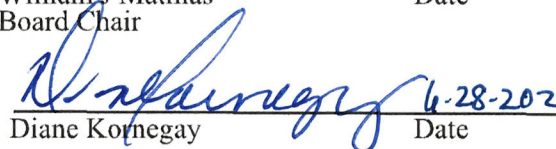
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

**For the University of Central Florida:**

 7/12/2021  
\_\_\_\_\_  
Interim Provost Date  
Vice President Academic Affairs

**For the School Board of Lake County, Florida:**

 6-28-2021  
\_\_\_\_\_  
William J Mathias Date  
Board Chair

 6-28-2021  
\_\_\_\_\_  
Diane Kornegay Date  
Superintendent