

AGREEMENT

THIS AGREEMENT¹ is made and entered into as of this _____ 2013 (the Effective Date, which shall be the date this Agreement is fully executed), by and between

THE SCHOOL BOARD OF MIAMI DADE-COUNTY, MIAMI, FLORIDA

(hereafter referred to as M-DCPS)
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
Office of Academics and Transformation
Division of Academic Support
1450 N.E. 2nd Avenue
Miami, Florida 33132

and

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, MIAMI, FLORIDA

(hereafter referred to as FIU)
a member of the State University System of Florida,
whose principal place of business is
Undergraduate Education, Modesto A. Maidique Campus
11200 S.W. Street, PC 245, Miami, Florida 33199

WHEREAS, FIU and M-DCPS are encouraged by Section 1007.22, Florida Statutes, to enter into inter-institutional agreements to maximize articulation;

WHEREAS, Senate Bill 1514 (Chapter 2013-45, Laws of Florida, accessible at <http://laws.flrules.org/2013/45>) was approved by Governor Rick Scott and became effective July 1, 2013; among its provisions, revisions to Section 1007.271, Florida Statutes, now require school districts to pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program (FEFP) to a public post-secondary institution that is delivering dual enrollment instruction on its campus. The legislation also provides the opportunity for cost reimbursement to the post-secondary institution for instruction occurring at high school sites.

WHEREAS; this Agreement is aligned to the Senate Bill 1514, which includes, among other matters, funding provision responsibilities.

¹ This Agreement does not cover FIU's dual enrollment with South Florida's charter schools.

WHEREAS, accelerated mechanisms include programs whereby eligible home education, public and non-public high school students are permitted to enroll in a post-secondary course creditable toward a high school diploma and a vocational/technical certificate, or an associate or baccalaureate degree.

WHEREAS, FIU and M-DCPS offer courses which will enhance accelerated learning opportunities, including dual enrollment, for qualified M-DCPS high school students.

WHEREAS, M-DCPS wishes to promote and explain eligibility criteria for participation in accelerated learning opportunities to students and parents, including dual enrollment, and explain the process by which students and parents can exercise their option to participate.

WHEREAS, according to s. 1007.271, F.S., school districts may not deny dual enrollment participation to students who meet statutory eligibility requirements and any additional college readiness requirements established by the post-secondary institution in this Agreement.

WHEREAS, a student who is enrolled in dual enrollment via a state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25 F.S., and the fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.

WHEREAS, the Parties hereto desire to enter into an Agreement for the education of secondary school-age students of the Miami-Dade County Public Schools' Academy for Advanced Academics (AAA) in order to provide college-level courses and credit for high school graduation through the dual enrollment provision, pursuant to § 1007.271, Florida Statutes, and applicable Florida law.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. The term of this Agreement shall be effective as of the last date signed by all Parties through the 30th day of June 2016, unless the Agreement is terminated earlier pursuant to Section 4.04 of this Agreement. The Agreement will be reviewed in oneanda-

half (1 1/2) years to assess results and enact improvements, as necessary. The Agreement may be renewed for additional periods of time upon the mutual written consent of the Parties and subject to such terms and conditions as the Parties shall determine in writing. Such extension would require the amendment of the Agreement to incorporate eligibility criteria and requirements. Any amendment would require the approval of authorities of M-DCPS and FIU.

2.02 Joint Responsibilities. M-DCPS and FIU shall maintain responsibility for implementing the various components of this Agreement as delineated in Articles 3, 4, and 5 of this Agreement.

2.03 Indemnification. To the extent permitted by 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. Each Party agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – DUAL ENROLLMENT

3.01 Recruitment Procedures. The district curriculum bulletin will provide students and families with informational documents describing the educational benefits and eligibility requirements of the various acceleration program options, as well as a copy of the Dual Enrollment Transfer Guarantees (F.S. 1007.271). (Refer to **Appendix A.**) Each high school curriculum guide will describe the acceleration options. FIU requires that M-DCPS provide in writing to students and parents the eligibility requirements and expectations in terms of participation in Dual Enrollment. Preferably, an orientation would be held at least once a year at the high schools to discuss eligibility requirements and expectations with parents and students. FIU representatives would attend such orientation(s).

On an annual basis, each middle school will advise parents and students regarding the importance of rigorous coursework, such as advanced placement and dual enrollment courses, as required by Florida Statute 1003.4156.

In a cooperative effort, admissions and registration personnel from FIU will be available to local area high schools to provide additional information and answer specific student questions.

FIU admissions personnel will provide dual enrollment information at least annually at relevant events attended by M-DCPS students, such as college and career fairs, and information sessions.

3.02 Pre-Registration Advising. The guidance departments at the high schools have the responsibility of advising students as to dual enrollment course offerings, providing the recommendation forms for admissions, and indicating the specific courses in which eligible

students can be enrolled. The admissions and registration officials at the FIU campus in the area of participating high schools will provide appropriate forms and will work jointly with the designated high school guidance staff to accomplish application and registration requirements.

Pre-registration advising will focus on the curricular expectations of university-level academic work, which typically exceeds the work required of high school courses. Pre-registration advising will include information on FIU's add/drop policies and deadlines. The advising will also focus on the impact of performance in dual enrollment courses, which becomes a part of a student's *permanent* college transcript and *permanent* postsecondary grade point average (GPA).

3.03 Registration Procedures. The following documents for each student must be submitted to FIU, Modesto A. Maidique Campus, Undergraduate Education, prior to registration and in accordance with registration deadlines posted on the FIU website for dual enrollment students.

- A. The Proof of Measles Immunization Form must be provided by the student if attending FIU classes for the first time on FIU campuses.
- B. The student must provide an official Dual Enrollment Authorization Request Form (FM 6477) signed by the high school principal or designee to ensure that the dual enrollment course(s) will count as credit towards the high school diploma. It is the responsibility of the student and the high school guidance counselor to complete the required sections of the form and select the courses from the approved dual credit course list (**Appendix B** carries the link to the Dual Enrollment Course – High School Subject Area Equivalency List.)
- C. The student must provide Preliminary Scholastic Aptitude Test (PSAT) test scores, Scholastic Aptitude Test (SAT) scores, or American College Test (ACT) scores, if taking English or Mathematics courses, and additionally, other discipline specific placement tool(s).

3.04 Withdrawal Procedures. All dual enrollment students are responsible for officially withdrawing from classes they are no longer attending in accordance with FIU requirements. The Registrar's Office must receive an official withdrawal from a dual enrollment course(s) three weeks after enrollment. 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.

3.05 Eligibility Criteria.

- A. FIU agrees to permit high school students enrolled in eligible home education, public and non-public high schools in Miami-Dade County, who have been certified by their principals as qualified, to dually enroll in regularly offered courses that will also meet the student's high school diploma requirements. Upon completing ninth (9th) grade, students are eligible to participate in dual enrollment opportunities on FIU campuses. (Refer, however, to 3.10 regarding eligibility and the offering of FIU courses directly at local high schools. FIU dual enrollment courses offered at high schools will usually only be available to Juniors (11th graders) and Seniors (12th graders).) Students participating in dual enrollment options must meet the following entrance eligibility requirements: (1) enrolled in a course of study which will fulfill requirements for high school graduation; (2) 3.0 cumulative unweighted GPA; (3) minimum standardized college placement score; (4) satisfy any course prerequisites; and, (5) meet any additional admissions criteria set by the post-secondary institution. In order to continue in the program, students must maintain a 3.0 unweighted GPA in their high school academic work and earn a 3.0 or better in college-level work, as confirmed by their high school guidance director and FIU's Registrar's Office.
- B. Dual enrollment courses become a part of a student's *permanent* college transcript; thus, grades will become part of *permanent* high school and college transcripts. Students who earn a 'C' or lower in any one dual enrollment course taken on the FIU campus will *not* be allowed to continue participating in the dual enrollment program.
- C. Special dual enrollment credit programs may have admissions requirements that differ from those stated above. Additional eligibility criteria may apply to special programs as described in this Agreement. The dual enrollment program provides an opportunity to take challenging courses and accelerate education opportunities. Generally, students can take courses indicated in the Dual Enrollment Course – High School Subject Area Equivalency List accessed via <http://www.fldoe.org/articulation/pdf/DEList.pdf>.

Dual enrollment courses not referenced in the equivalency list maintained by the Florida Department of Education may be taken by those students enrolled in special programs described within this Agreement.

- D. An eligible home education secondary student must provide proof of enrollment in a home education program. The student must be registered with the M-DCPS' Home

School Office. For home education students born between January 1 and August 31, this Agreement will automatically terminate on the last day of Session Two (2) in the year of said student's 18th birthday or on the last day of the student's participation in the home education program, whichever comes first. If the home education student was born between September 1 and December 31, enrollment under this Agreement will automatically terminate on the last day of Session Two (2) in the year immediately following said student's 18 birthday or on the last day of the student's participation in the home education program, whichever comes first. If a home education student will be dually enrolled in courses at FIU prior to his/her 16th birthday, enrollment under this Agreement shall automatically terminate two (2) years after its date of origination or, on the last day of the current session not to exceed two (2) consecutive years of academic instruction.

3.06 Code of Conduct. Dual enrollment students are responsible for following FIU's student code of conduct, which outlines acceptable and unacceptable academic or behavioral misconduct applicable to FIU students. Unacceptable behavior includes cheating and plagiarism. The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. FIU's *Student Handbook* can be accessed via <http://www.fiu.edu>.

3.07 Dual Enrollment Costs. For dual enrollment offered at FIU, including the AAA dual enrollment, the school district will pay the standard tuition rate per credit hour from the FEFP. Additionally, registration and laboratory fees are not included in the school district payment; students are *exempt* from paying any registration, tuition, or laboratory fees. The school district will not receive funds under FEFP for summers. Therefore, summer enrollment is exempt from the tuition rate per credit hour cost.

A. **Centralized Billing Modality:** FIU and M-DCPS have agreed upon, and established, a Centralized Billing Process for invoicing the standard tuition rate per credit hour of the Dual Enrollment courses offered on FIU's campuses.

Within a month of the official FIU Drop/Add date for the fall and spring terms, FIU's Student Financial Services of the Office of the Controllers will invoice M-DCPS, Division of Academic Support, 1501 N.E. 2nd Avenue, Suite 327-R, Miami, FL 33132, for student tuition in all Dual Enrollment courses, including:

1. The traditional on-campus dual enrollment offered on the FIU campuses;
2. The dual enrollment deployed via the AAA;
3. The full-time Dual Enrollment program; and,
4. Florida Action for Minorities in Engineering (FLAME) program.

In order to facilitate the reconciliation process, the FIU dual enrollment invoice will include the following information, as generated by FIU's Student Financials' database:

- Term and Year
- School Name
- Student Name and Date of Birth (DOB)
- Course Prefix #
- Course Title
- Credit Hours Earned

M-DCPS will reconcile the records provided on the FIU invoice and will issue payment within 60 days maximum to Florida International University. The payment modality is via a check payment. The check would need to be sent to the following office and address:

Student Financials Office
Florida International University
Third Party Billing
11200 S.W. 8th Street
P.C. 120
Miami, FL 33199

The check *must* note the following: “**Student Financials—Third Party Billing**.”

In case of questions regarding the invoice, please contact Ronald Lorenzana, Student Account Coordinator, Third Party Billing, Student Financial Services (telephone: 305-348-1527; e-mail: Ronald.Lorenzana@fiu.edu) and/or Jessy-Salgado Palma, Assistant Controller and Director, Student Financials Operations (telephone: 305-348-7372; email: jlosalga@fiu.edu).

Failure to pay the students' tuition in a timely manner as stipulated above could lead to the assessment of a late payment of five percent of the pending balance. Failure to pay may be considered a breach of contract for which FIU may terminate the Agreement based on the provisions of 4.04 below.

3.08 Program Quality.

- A. **Credits.** Credits and grade points will be assigned according to policies established by FIU and M-DCPS based on State statutes.

B. **Materials and Equipment.** The M-DCPS shall provide dual enrollment students, free of charge, required college textbooks and other instructional materials in accordance with Florida Statutes §1007.271(14). The M-DCPS will provide computers and web access, as necessary. Access will be provided (for the purpose of assistance) to the M-DCPS' Office of Information Technology.

1. **Books:** M-DCPS is responsible for the purchase of the textbooks provided to high school students participating in the Dual Enrollment program at FIU. The M-DCPS has established a book voucher system with FIU's bookstores. When available, students will be issued used books. The student is responsible for returning to the high school each textbook issued. Textbook affiliated costs for licensing fees or electronic media access which are password protected are paid by the school district. A process has been established between the school district and FIU bookstores in order to reduce costs. FIU's bookstores will buy back books used by high school students at the end of each term.

C. **Student Records.** Subject to applicable laws, all documentation, including, but not limited to, test results, course credits, and any other educational records maintained by FIU, that will assist high schools to provide an appropriate education for the students involved, will be available to school personnel and handled in accordance with state and federal confidentiality and privacy acts. FIU understands and agrees that it is subject to all federal and state laws related to the confidentiality of student information. FIU agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and M-DCPS rules pertaining thereto. FIU shall treat all School/FIU Cooperative Agreement and dual enrollment student information as confidential and will not disclose the student information to any third party, except as required by law.

D. **Course Offerings.**² FIU shall provide dual enrollment opportunities to M-DCPS students after all matriculating students have registered for the classes. Dual enrollment courses for M-DCPS students are limited to those indicated in <http://www.fldoe.org/articulation/pdf/DEList.pdf> FIU and Miami-Dade County Public School agree that a student will enroll in a maximum of two (2) courses each semester (excluding labs) in order to ensure academic success. Additional coursework must be approved by an Academic Dean and the School District Office on an individual basis.

² The scope of this Agreement does not include non-degree seeking students who might be interested in taking courses at FIU as regular paying students.

3.09 AAA.

A. The M-DCPS, in cooperation with FIU, agrees to provide an educational program for secondary school-age students in accordance with state law, the rules of the State Department of Education, FIU, and the M-DCPS, as follows:

1. **Teachers.** The M-DCPS shall provide Language Arts, Mathematics, and Social Studies teachers, counselor(s), paraprofessionals, and other administrative and clerical staff consistent with the *Handbook for Computing Unit Allocation to Schools*. The teachers, counselor(s), paraprofessionals, and other administrative and clerical staff will advance the instructional and resource goals of the AAA. Said teachers are the employees of the M-DCPS and shall be supervised by M-DCPS personnel. All M-DCPS employees performing teaching, administrative, or other activities on FIU's campus must abide by FIU campus policies and procedures.
2. **Support Personnel.** Special services such as those provided by counselors, visiting teachers, school social workers, and occupational/placement specialists, will be provided by M-DCPS student services staff members at appropriate regional offices.
3. **Materials and Equipment.** The M-DCPS will provide, free of charge, books/instructional materials, other materials and equipment for all high school credit classes conducted on FIU campuses, on the same basis as books/instructional materials, other materials, and equipment are supplied to regular classes within the M-DCPS. The M-DCPS shall also provide free of charge to all students college textbooks, in accordance with §1007.271(14), Florida Statutes and the FIU student identification card.
4. **Work Space.** The M-DCPS will provide the necessary equipment and supplies for the everyday function of M-DCPS staff, as well as computers with access to M-DCPS' Office of Information Technology. M-DCPS will also pay for the parking costs of the M-DCPS personnel working in the Dual Enrollment program at the FIU campus(es).
5. **Educational Program Cost.** The M-DCPS shall be obligated to pay costs or expenses in connection with the Agreement as set forth in Paragraphs 3.09 A1-A4 above and 3.7 regarding dual enrollment costs per the new law that entered into force on July 1, 2013. For the School Year 2013-2014, 12th grade students at AAA will enroll in four (4) college Dual Enrollment courses in the fall term and four (4) college Dual Enrollment courses in the spring term, in addition to any corresponding labs. For the School Year 2013-2014, 11th grade students at AAA

will enroll in three (3) college Dual Enrollment courses in the fall term and three (3) college Dual Enrollment courses in the spring term, in addition to any corresponding labs. M-DCPS will monitor the registration of students to ensure that they adhere to this course number restriction. The number of courses will be subject to review on an annual basis during the duration of this Agreement. Any change will be communicated by M-DCPS to FIU in writing with ample time prior to the beginning of the fall term of each year.

6. **Student Educational Records.** To the extent authorized by law, student educational records, when requested by FIU, shall be made available as provided by the School Board Policy #8330. Student records will be maintained by the corresponding home school in which each student is enrolled, according to guidelines previously developed for students in the Early Admission Program.
 7. **Rules.** The rules of M-DCPS shall be adhered to in relation to M-DCPS teachers and other M-DCPS employees. Notwithstanding the terms of this Item 7, M-DCPS teachers and other M-DCPS employees must comply with FIU's policies, procedures and regulations while performing activities on FIU campuses.
 8. **Student Discipline.** All students enrolled in M-DCPS' dual enrollment program, shall be disciplined under M-DCPS' and FIU's disciplinary rules and as provided in Section B, 10 below.
 9. **Graduation.** Students will receive a diploma issued by the corresponding home school. The GPA/rank in class will be calculated for each of the graduating students at each of their corresponding home schools for that year. Bonus points will be assigned to dual enrollment courses as designated by M-DCPS.
 10. **Lunch.** Students eligible for free or reduced lunch, pursuant to federal guidelines, will be provided a lunch from a neighboring M-DCPS. Students not eligible for a free or reduced price lunch will need to provide their own lunch.
 11. **Enrollment Procedures.** Students and their parents will meet with M-DCPS personnel to complete the agreement for participation in the dual enrollment program. Information regarding the appropriate application forms and mandatory testing required by FIU will be provided by M-DCPS personnel.
 12. **Transportation.** Bus services to FIU campus(es) for eligible students will be provided by M-DCPS.
- B. FIU agrees to provide the following services covered by this Agreement:
1. **Notice of Unsatisfactory Progress.** Notice of student unsatisfactory progress in FIU classes shall be reported to designated M-DCPS AAA principal.

2. **Classrooms and Furniture.** Building spaces will include specific rooms designated as classrooms. Classroom space will be provided for each high school course at AAA during designated hours. The classrooms will contain the same furniture that is provided to FIU students.
3. **Work Space.** Appropriate provisions will be made available to teachers, teacher assistants and clerical personnel, including a secured office area for confidential student records and private meetings with staff and/or parents.
4. **Facilities and Equipment.** FIU will make appropriate facility provisions at no cost to the School Board for the purpose of parent/student orientations, Open Houses, and other school-related activities scheduled throughout the school year. Furthermore, FIU will make reasonable provisions to provide technical assistance support at no cost and allow the use of audio/visual equipment at said events, when deemed necessary by M-DCPS personnel.
5. **Materials and Equipment.** FIU will not charge students for tuition, registration, laboratory fees, and other applicable fees as per §1007.271(13), Florida Statutes. FIU will provide telephone and Internet access to M-DCPS staff members at the M-DCPS' cost. FIU will provide, free of charge, instructional technology equipment on the same basis as said equipment is provided to instructional personnel at FIU to support classroom use.
6. **Student Records.** Subject to applicable laws, all documentation, including, but not limited to, test results, course credits, and any other educational records maintained by FIU to support the implementation of the AAA and assist M-DCPS to provide an appropriate education for the students involved will be available to M-DCPS personnel and handled in accordance with state and federal confidentiality and privacy acts.
7. **Confidentiality of Student Records.** FIU understands and agrees that it is subject to all federal and state laws relating to the confidentiality of student information. FIU further agrees to comply with FERPA and M-DCPS rules pertaining thereto. FIU shall treat M-DCPS/FIU dual enrollment student information as confidential and will not disclose the student information to any third party, unless required by law.
8. **Course Offerings.** FIU shall provide appropriate courses for dual enrollment at times consistent with the schedule established by FIU for students in this program. FIU and M-DCPS warrant and agree that all dual credit enrollment programs shall meet the provisions of the current State of Florida laws and regulations.

9. **Facilities.** FIU shall use its best efforts to provide educational facilities consistent with goals and objectives of the dual enrollment program.
10. **Student Discipline.** While students are in the FIU campus educational program, the FIU Student Conduct Code and other policies and regulations regarding academic and behavioral discipline, as contained in the *FIU Student Handbook*, shall apply. Students must also follow all rules and regulations found in the M-DCPS Code of Student Conduct and school-site rules.
11. **Enrollment Procedures.** Students and their parents will be provided with the forms and information necessary to apply to admission to FIU and complete the required entrance examinations.

C. The Parties hereto mutually agree as follows:

1. There shall be no cost to the school-age student for the AAA educational program provided through this Agreement. M-DCPS, however, is required to pay FIU from FEFP funds the standard tuition rate per credit hour as dictated by SB 1514 that went into effect on July 1, 2013.
2. This Agreement may be modified or amended only by the mutual, written consent of both Parties.
3. **Dual Participation:** Continued participation in this AAA program is dependent upon the student's continued satisfactory progress in all portions of the program, i.e., the dual enrollment component and the M-DCPS component. Failure to progress satisfactorily may result in dismissal from the program. A student may also be dismissed for failure to comply with either M-DCPS rules, policies and procedures or FIU's regulations, policies and procedures. Reasonable efforts shall be made by M-DCPS personnel to work with students, parents, and FIU teachers to resolve problems prior to the dismissal of any student.

3.10 University Dual Enrollment Courses Offered Directly at High Schools Campuses.

A. **Eligibility.** FIU has eligibility requirements. M-DCPS ensures that students meet these eligibility requirements. FIU agrees to permit high school students enrolled in M-DCPS who have met the university's eligibility requirements, to dually enroll in regularly offered FIU courses at high schools. These courses will also meet the student's high school diploma requirements. Students' eligibility to participate in dual enrollment will be governed by **Appendix C** which stipulates which courses are available to only Juniors (11th graders) and Seniors (12th graders) and which courses are available starting the students' Sophomore year (10th grade). Students participating in dual enrollment options must meet the following entrance eligibility requirements: (1) enrolled in a course of

study which will fulfill requirements for high school graduation; (2) 3.0 cumulative unweighted GPA; (3) minimum standardized college placement score; (4) satisfy any course prerequisites; and (5) meet any additional admissions criteria set by FIU. In order to continue in the program, students must maintain a 3.0 unweighted GPA in their high school academic work and earn a 3.0 or better in college-level work, as confirmed by their high school guidance directors and FIU's Registrar's Office. In addition students must attain at least a grade of 'C' in individual dual enrollment courses as long as, in average, a 3.0 GPA is maintained (a grade of 'C-' or below would render the student ineligible to continue to participate in FIU dual enrollment courses).

Special dual enrollment credit courses may have admission and eligibility requirements that differ from those stated above.

B. **Enrollment Procedures.** The M-DCPS is responsible for student recruitment and for allowing qualifying students to participate in the University's dual enrollment courses offered directly at high schools. *Exceptions may be made pursuant to FS 1007.271 (3), by means of the M-DCPS Waiver Form.* High schools must report waivers to FIU at the beginning of each term by submitting student rosters reflecting the students' unweighted GPAs. Schools will be informed by FIU and the M-DCPS' Division of Academic Support, Advanced Academics of the process for submitting these rosters to FIU at the beginning of each semester. As requested, this information will be shared with M-DCPS, as well as any study or data generated that focuses on student achievement by those receiving waivers.

1. **Assessment of impact of Waivers.** In order to ensure student success and achievement, the extension of waivers will be assessed on a regular basis by FIU. Thus, the submission of data by high schools on a timely manner is imperative and required.
2. The waivers will only be allowed in the case that M-DCPS provides additional support to students to ensure their success. This support can take the form, for example, of tutorials or the implementation by M-DCPS of a mentorship program.
3. FIU has the prerogative to cancel either temporarily or permanently the extension of waivers if the data collected and submitted to FIU indicate that the waivers do not support student achievement and success.

Students and their parents will meet with school personnel to complete a dual enrollment form as a way to agree to participate in the dual enrollment program. School personnel

will provide the appropriate application forms and information on the mandatory testing required by FIU to students and parents. Students may enter or leave the program only at the start of a term in August or January. Students are limited to the courses listed in **Appendix C**; this list is subject to unilateral modification by FIU.

- C. **Payment.** The high schools shall pay FIU a *nonrefundable* \$3,500 per term, per independent location (consortium or school) administrative charge, in addition to a \$1,500 registration fee per unique dual enrollment course by high school instructional staff who serve as courtesy appointment lecturer for FIU. Additionally, if an FIU faculty or adjunct instructor is hired to teach a class on a high school campus, a fee of \$5,382.50 (i.e., \$5,000 salary plus 7.65 percent for benefits) will be charged to the high schools for the provision of educational services. FIU's University College will invoice the district for these educational services two (2) weeks after the registration period has ended. In view of the new Senate Bill 1514, fees will be re-evaluated annually by July 1st of each year and will be *subject to change* based on cost increases. For dual enrollment courses offered on the high school campus by University faculty/instructor, the school district must reimburse the University for costs associated with the proportion of salary and benefits of the instructor and other actual costs. For dual enrollment courses offered on the high school campus by a high school teacher (i.e. an FIU credentialed courtesy lecturer), the school district is responsible for the university's actual costs associated with dual enrollment.

1. **Payment Modality:** FIU's University College will be responsible for the invoicing of cost/charges per term for the dual enrollment offered via FIU's university faculty/instructors directly on the high school campus and the dual enrollment offered via the FIU credentialed courtesy instructors. The invoicing and payment procedures currently in place will govern the payment processes. Payment must be received from M-DCPS in a timely manner (i.e., within 60 days of the receipt of the invoice by M-DCPS).

Failure to pay in a timely manner as stipulated above could lead to the assessment of a late payment of five percent of the pending balance. Failure to pay may be considered a breach of contract for which FIU may terminate the Agreement based on the provisions of 4.04 below.

- D. **Teacher Credentialing.** In accordance with FIU faculty credentialing requirements, a college-level instructor must have at least a master degree in the teaching discipline or a master degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). (Refer to **Appendix D**.) High schools requesting to teach a dual enrollment course should send the name of the course

requested, proposed instructor's curricula vitae, official transcripts, and proposed course syllabus to FIU's University College. The credentialing and course approval process for dual enrollment courtesy appointment lecturers occurs in the academic unit. M-DCPS must follow FIU's University College's dual enrollment guidelines and meet deadlines for course requests and student registration period. Qualified teachers will receive courtesy appointments to teach college-level courses at the high schools under the supervision of the pertinent FIU academic unit. Courtesy appointments do *not* receive financial compensation from FIU.

1. Per the Florida Statute 1007.271, each courtesy lecturer credentialed by FIU must provide a copy of the current syllabus for each course taught to the FIU department chair, before the start of *each* term. The content of each syllabus must meet the same standards required for all college-level courses offered by FIU.

- E. **Evaluation.** Dual enrollment courses taught directly at high schools will need to abide by the following terms: 1) the evaluation of the courtesy appointment instructor by FIU, and 2) the submission of artifacts of student work for FIU evaluation purposes (as part of the University Core Curriculum course assessment required by the Southern Association of Colleges and Schools Commission on Colleges [SACSCOC]). In addition, Florida Statute, as modified by Chancellor's Memorandum, CM-95-06, requires that every course taught by FIU must be evaluated by its students. The results of eight (8) of the questions in the *Student Assessment of Instruction* must be made public and may be accessed through FIU's website. The results of the remaining 11 questions and the student comments are not made public and are available only to the instructor, the FIU department chair, and any others from FIU involved in the Professional Development, Mentoring, and Oversight Program.

1. **Professional Development, Mentoring, and Oversight:** FIU has instituted a Professional Development, Mentoring, and Oversight Dual Enrollment Program to ensure the courtesy lecturers are prepared to teach an FIU course. FIU will use some, or all, of the oversight activities listed below to determine any additional needed professional development and/or mentoring: a) announced classroom visitation (observation of teaching and structured feedback using rubrics), b) review of syllabi (examining syllabi for all FIU specified components to ensure that syllabi provide sufficient details to students including plagiarism and academic misconduct policy), c) review of other teaching materials (PowerPoints, handouts, lesson plans or lecture notes, use of primary and secondary sources, etc.), d) assessment of student learning (rubrics used for each type of student assignment and feedback provided to students for improvement—graded and ungraded student work), and, e) review of exams/quizzes, and other types of student assessment (student artifacts like homework, electronic or paper portfolios, essays,

reports, term papers, oral and/or video recordings of student performance). For purposes of assessment processes, the courtesy lecturer will need to save two (2) years' worth of student papers and exams as these may need to be collected for an on-campus review.

2. **FIU Professional Development Training**. Courtesy appointment lecturers teaching FIU dual enrollment courses at high schools are required to participate in professional development training, as these training opportunities become available on FIU's campus.

- F. **Restriction**. In order to comply with the Florida Statute 1007.271, dual enrollment courses taught on high school campuses *may not* be combined with any non-college credit high school course. Through the M-DCPS' Weekly Briefing communication system, the Division of Academic Support, Advanced Academics, will annually notify schools that dual enrollment courses cannot be combined with any non-college credit high school course. The Weekly Briefing will be sent to FIU's University College once it has been published. FIU's University College will monitor this area to ensure compliance via regular visits, in collaboration with the Division of Academic Support, Advanced Academics.
- G. **Student Educational Records**. To the extent authorized by law, student educational records, when requested by FIU, shall be made available as provided by the M-DCPS School Board Policy #8330. Student records will be maintained by the corresponding home school in which each student is enrolled, according to guidelines previously developed for students of dual enrollment. Subject to applicable laws, all documentation, including, but not limited to, test results, course credits, and any other educational records maintained by FIU that will assist the high school to provide an appropriate education for the students involved will be available to school personnel and handled in accordance with state and federal confidentiality and privacy acts. FIU understands and agrees that it is subject to all federal and state laws related to the confidentiality of student information. FIU agrees to comply with FERPA and M-DCPS rules pertaining thereto. FIU shall treat dual enrollment student information as confidential and will not disclose the student information to any third party, except as required by law.
- H. **Student Safety and Security**. High schools are responsible for developing policies and procedures to ensure the safety and security of students. Students must be made aware of all procedures and contingency plans in case of any emergency situation(s).
- I. **Course Syllabus**. All dual enrollment courses taught at high schools will follow FIU's course syllabus and the same procedures for courses taught on the FIU campuses. All dual enrollment courtesy lecturers are required to provide students with course syllabi. Syllabi must contain (at a minimum) the following information:

1. the name of the course, course and section numbers, course description, course objectives and learning outcomes, prerequisites and co-requisites (if any), and term and year offered;
2. the instructor's name, telephone number, e-mail address, department or school, office location and office hours;
3. required purchases, as appropriate, including texts (including ISBN), lab supplies, artistic supplies, professional and ancillary items;
4. grading standards to calculate final grades;
5. a tentative outline that includes major topics, anticipated dates of assignments, performances, artistic submissions, and/or examinations;
6. the evaluation performance measures applied in awarding final grades; and,
7. attendance standards, as required.

Special Note: While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in high school secondary courses, which some parents may consider advanced for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

- J. **Dual Enrollment Offsite High School Course Limitation.** In keeping with the notification requirements of SACSCOC Substantive Change Policy, FIU offers less than 49 percent (57 credits) of degree programs through its M-DCPS partner schools. No more than 19 different course titles may be offered on a high school campus over a three-(3) year period. Several sections of the same course are only counted as one offering. Adherence to the course limitation policy will be strictly monitored by FIU University College. Any breach of this policy could signal the termination of the Agreement per item 4.04 below.
- K. **Class Size.** FIU has set maximum number of students allowed in a Dual Enrollment courses. Maximum class size is found on the current listing of approved course offerings for M-DCPS high schools. (Refer to the **Appendix C.**) The requirements must be met. High schools must provide on a semester's basis to FIU's University College the number of sections offered based on class rolls. This information must be provided prior to the implementation of sections. FIU has the prerogative to cancel any course(s) that breach the class size requirements.
- L. **Credits.** Credits and grade points will be assigned according to policies established by FIU and M-DCPS based on State statutes.

M. **Materials and Equipment**. The M-DCPS shall provide dual enrollment students, free of charge, required college textbooks and other instructional materials to students in accordance with Florida Statutes §1007.271(14). The M-DCPS will provide computers and web access as necessary. Access will be provided (for the purpose of assistance) to the M-DCPS' Office of Information Technology.

1. In order to be compliant with the SACSCOC principle 3.4.9 related to Academic Support Services, high schools must provide adequate technology in the classrooms to support college-level instruction. FIU's University College will collaborate closely with the schools to verify that the technology available is adequate. In addition, FIU's University College will conduct visits to further verify a) the adequacy and b) the maintenance of such adequacy. FIU will have the right to cancel any course offering that does not meet requirements regarding the adequacy of technology. Students must have access to computers and/or computer labs to complete assignments outside of class periods.

3.11 Joint Responsibilities – Accelerated Mechanisms.

- A. FIU and M-DCPS warrant and agree that all dual enrollment courses shall meet the provisions of the current State of Florida laws and regulations. FIU and M-DCPS shall establish budgetary procedures to support specialized dual enrollment programs which will include the following provisions:
 1. Students enrolled in dual enrollment may be included in the calculation of full-time student membership of the basic program grades 10-12 by M-DCPS.
 2. Students enrolled in dual enrollment instruction may be counted as full-time equivalent by FIU.
 3. Dual enrollment courses are free to students who attend a Florida public college or university; this includes registration, matriculation, or laboratory fees for courses taken through dual enrollment. Instructional materials (such as books) are provided to public school students free of charge; however, students enrolled in home education programs or non-public secondary schools must provide their own materials.
 4. Dual enrollment college credit will transfer to any Florida public college or university offering a course with the same prefix and number and must be treated as though taken at the receiving institution. If students do not, upon high school graduation, attend the same college or university where they earned the dual

enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Students and parents need to be informed of this caveat.

- B. When a student with special needs has been accepted into the dual enrollment program at FIU and attends dual enrollment courses on a M-DCPS site, M-DCPS will cover the cost of the provision of the accommodations determined necessary per the Exceptional Student Education/Americans with Disabilities Act (ESE/ADA) (according to the student's Individual Education Plan).

3.12 Transportation. All students must provide their own transportation. Students parking on campus are subject to a decal fee payable by students to FIU.

ARTICLE 4 – GENERAL CONDITIONS

4.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

4.02 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 Party 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.

4.03 Non-Discrimination. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

4.04 Termination. This Agreement may be cancelled with or without cause by any Party during the term hereof upon thirty (30) days' written notice to the other Party of its desire to terminate this Agreement. Any student enrolled at the time of termination would be permitted to complete the class in which he/she is enrolled.

4.05 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 documents request served upon it pursuant to Chapter 119, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

4.06 Entire Agreement. 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 representations or agreements, whether oral or written.

4.07 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.

4.08 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

4.09 Waiver. The Parties agree that each requirement, duty and obligation set forth herein are substantial and important to the formation of this Agreement, and therefore, are material terms hereof. (Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.) A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

4.10 Compliance with Laws. Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. This Agreement will be amended, as necessary, to comply with regulations or policies of FIU, the State of Florida, the Florida Board of Governors and/or SACSCOC, as they might be revised from time to time.

4.11 Governing Law. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Miami-Dade County, Florida. FIU is subject to Florida Senate Bill 1514 that amended Florida

Statute 1007.271 regarding dual enrollment. (Refer to Chapter 2013-45, Laws of Florida, accessible at <http://laws.flrules.org/2013/45>.) Each party is responsible for its own attorney fees.

4.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

4.13 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 from M-DCPS and FIU.

4.14 Force Majeure. If, as a result of an act of *force majeure*, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality or other occurrence beyond the reasonable control of either organization, either M-DCPS or FIU is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that organization shall have the right, upon notifying the other of the occurrence of *force majeure* as herein defined, to suspend or postpone performance of the activity until the event of the *force majeure* has passed. In the event that either M-DCPS or FIU is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of educational programs and services, FIU and M-DCPS would have at least one (1) month to coordinate the resumption of activities per this Agreement. In no event shall a lack of funds on the part of either Party be deemed a force majeure.

4.15 Place of Performance. All obligations of M-DCPS and FIU under the terms of this Agreement are reasonably susceptible of being performed in Miami-Dade County, Florida, and shall be payable and performable in Miami-Dade County, Florida.

4.16 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

4.17 Use of Logos and Brands.

- A. Except as otherwise authorized in writing by FIU, M-DCPS shall do business in its own name and shall not trade upon the name or credit of FIU. All brochures, advertisements, website materials, or other solicitations for the dual enrollment program that include reference to FIU, regardless of medium and language, shall be subject to FIU's *prior* written approval. All information posted on websites and promotional materials must be updated regularly and accurately to reflect the nature and requirements of the dual enrollment program. The Parties agree that upon FIU's request, any information presented by the other Party in its publications and advertisements, including website information that is inaccurate or not supported by facts, regardless of the language used, shall be immediately retracted and/or withdrawn. This Agreement confers no rights upon M-DCPS to use the logos, marks and likeness of FIU in any advertising except as authorized by FIU in writing.

- B. Except as otherwise authorized in writing by M-DCPS, FIU shall do business in its own name and shall not trade upon the name or credit of M-DCPS. All brochures, advertisements, website materials, or other solicitations for the program that include reference to the M-DCPS shall be subject to M-DCPS' *prior* written approval. This Agreement confers no rights upon FIU to use the logos, marks and likeness of M-DCPS in any advertising other than for the dual enrollment program and in a manner consistent with the provisions of this paragraph.

- C. Neither FIU nor M-DCPS may use the SACSCOC logo. The use of this logo is reserved exclusively for SACSCOC.

4.18 Notice. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by US 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 this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To M-DCPS:

Alberto M. Carvalho
Superintendent of Schools
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Dr. Maria De Armas
Assistant Superintendent
Office of Academics and Transformation
Division of Academic Support
Miami-Dade County Public Schools
1501 N.E. 2nd Avenue, Suite 327-K
Miami, Florida 33132

And a copy to:

Walter Harvey
School Board Attorney
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Suite 430
Miami, Florida 33132

To FIU:

Mark B. Rosenberg, Ph.D.
President
Florida International University
Modesto A. Maidique Campus
11200 S.W. Street, PC 245
Miami, Florida 33199

With a copy to:

William Beesting, Ph.D.
Associate Dean
Undergraduate Education
Florida International University
Modesto A. Maidique Campus
11200 S.W. Street, PC 245
Miami, Florida 33199

4.19 Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.20 Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

ARTICLE 5 – BACKGROUND SCREENING


5.01 Screening. Dual enrollment students attending courses at FIU are deemed to be post-secondary students under the Florida Department of Education’s interpretation of the Jessica Lundsford Act. FIU agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. Under this Agreement, FIU personnel will not require access to M-DCPS school grounds nor require direct contact with M-DCPS school students beyond the scope of its post-secondary curriculum delivered at an FIU classroom facility or at an offsite high school. If FIU assigns FIU professors and/or credentialed adjuncts to teach FIU dual enrollment courses offsite directly at high school campuses, FIU will conduct a background check, as appropriate.

The individuals below sign this Agreement on behalf of their respective Parties and represent and warrant that they have the requisite authority to bind their respective Parties.


FOR THE SCHOOL BOARD OF MIAMI-DADE COUNTY:

(Corporate Seal)

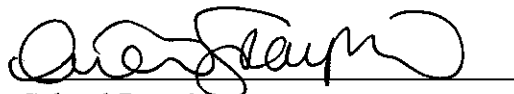
**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, MIAMI, FLORIDA:**

By: 
Alberto M. Carvalho
Superintendent of Schools

Date: _____

By: 
Milagros Fornell
Chief Academic Officer
Office of Academics and Transformation
Date: 10/3/13


*APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:*


School Board Attorney
Date: 9/16/13

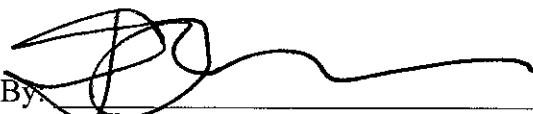
FOR THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES:

(Corporate Seal)

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES,
MIAMI, FLORIDA:**

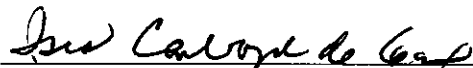
By: 
Elizabeth M. Bejar, Ph.D.
Vice Provost for Academic Affairs

Date: 9/12/2013

By: 
Douglas L. Robertson, Ph.D.
Dean, Undergraduate Education

Date: 9-12-13

*APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:*

By: 
Isis Carbajal de Garcia
Deputy General Counsel

Date: 9/12/13

Enclosures:

Appendix A: Dual Enrollment Transfer Guarantees

Appendix B: Link to Statewide Dual Enrollment Course – High School Subject Area
Equivalency List

Appendix C: FIU Dual Enrollment Courses

Appendix D: FIU Qualified Faculty Requirements

APPENDIX A

DUAL ENROLLMENT TRANSFER GUARANTEES

The dual enrollment program is an opportunity to take challenging courses and accelerate education opportunities. With hundreds of dual enrollment courses available, there is great potential to further engage and motivate students to pursue academically rigorous courses that capture their interests. Successful completion of dual enrollment courses allows eligible high school students to simultaneously earn high school core or elective credit and postsecondary credit toward a career certificate, an associate degree, or a baccalaureate degree.

Dual enrollment courses will receive the same weighting for the high school grade point average as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certificate of Education (AICE) courses. In addition, dual enrollment courses that meet core state university admission requirements in English/Language Arts, Mathematics, Natural Sciences, Social Sciences, or World Languages shall receive the same weighting as AP, IB, and AICE courses in the calculation of the high school grade point average used for admission decisions.

Students should understand, however, that dual enrollment courses are college-level courses, and the amount of work and rigor of content in dual enrollment courses may be much greater than in high school courses. In addition, dual enrollment course grades become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary grade point average. Poor performance in dual enrollment courses may affect university admissions and financial aid. It is important to do well in these courses to realize the benefits of dual enrollment.

Course selection is important for the dual enrollment student since different programs at a college require different courses to complete the certificate or degree. By choosing courses wisely, students can reduce the time it takes to complete a program after high school graduation. Some students are even able to complete their college certificate or degree at the same time they graduate from high school. Students who don't know what they want to study in college should consult with an advisor to consider focusing on completing general education requirements in communications, mathematics, social sciences, natural sciences, and humanities. All degree programs require general education coursework and, while there is some variation from institution to institution, there are general education courses that are common among most, if not all, institutions.

Florida dual enrollment college credit will transfer to any Florida public college or university offering the Statewide Course Numbering System course number, and must be treated as though taken at the receiving institution. However, if students do not attend the same college or university where they earned the dual enrollment credit the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution. Private and out-of-state colleges and universities may or may not grant college credit for courses taken through dual enrollment.

July 2012

APPENDIX B

Please refer to <http://www.fldoe.org/articulation/pdf/DEList.pdf> to access the Dual Enrollment Course – High School Subject Area Equivalency List.

Eligible dual enrollment courses for qualified M-DCPS students, with the exception of the special programs described in this inter-articulation agreement, are as follows:

Courses on the *Florida Department of Education Dual Enrollment Course – High School Subject Area Equivalency List* that meet the following criteria:

- transfer to the high school as 0.5 or 1.0 credit, and satisfy a high school graduation requirement in English, Social Studies, Science, or Mathematics, or
- transfer to the high school as 0.5 or 1.0 credit, and satisfy an elective high school graduation requirement in music, art, or foreign language (provided the foreign language is either Russian, Spanish, Arabic, French, Chinese, (the official languages of the United Nations) or American Sign Language).

M-DCPS students, with the exception of the students enrolled in the special programs described in the inter-articulation agreement, may not enroll in more than two (2) dual enrollment courses per semester.

APPENDIX C
FIU DUAL ENROLLMENT CLASS LIST

| Dual Enrollment Class List | CAP | GRADE LEVEL |
|--|-----|-------------|
| <i>Updated on 8/1/2013</i> | | |
| AMH 2041 - ORIGINS OF AMERICAN CIVILIZATION | 35 | 11th-12th |
| AMH 2042 - MODERN AMERICAN CIVILIZATION | 35 | 11th-12th |
| DEP 2000 - HUMAN GROWTH AND DEVELOPMENT | 35 | 11th-12th |
| ECO 2013 - PRINCIPLES OF MACROECONOMICS | 35 | 11th-12th |
| ECO 2023 - PRINCIPLES OF MICROECONOMICS | 35 | 11th-12th |
| ENC 1101 - WRITING AND RHETORIC I | 25 | 11th-12th |
| ENC 1102 - WRITING & RHETORIC II | 25 | 11th-12th |
| ENG 2012 - APPROACHES TO LITERATURE | 35 | 11th-12th |
| ENL 2012 - SURVEY OF BRITISH LITERATURE I | 35 | 11th-12th |
| EUH 2011 - WESTERN CIVILIZATION: EARLY EUROPEAN CIVILIZATION | 35 | 11th-12th |
| EUH 2021 - WESTERN CIVILIZATION: MEDIEVAL TO MODERN EUROPE | 35 | 11th-12th |
| EUH 2030 - WESTERN CIVILIZATION: EUROPE IN THE MODERN ERA | 35 | 11th-12th |
| ITA 2200 - INTERMEDIATE ITALIAN | 30 | 11th-12th* |
| ITA 2240 - ITALIAN INTERMEDIATE CONVERSATION | 25 | 11th-12th* |
| LAH 2020 - LATIN AMERICAN CIVILIZATION | 35 | 11th-12th |
| LIT 2110 - WORLD LITERATURE I | 35 | 11th-12th |
| MAC 1105 - COLLEGE ALGEBRA | 35 | 11th-12th |
| MAC 1114 - TRIGONOMETRY | 35 | 11th-12th |
| MAC 1140 - PRECALCULUS ALGEBRA | 35 | 11th-12th |
| MAC 1147 - PRE-CALCULUS ALGEBRA AND TRIGONOMETRY | 35 | 11th-12th |
| MAC 2311 - CALCULUS I | 35 | 11th-12th |
| POS 2042 - AMERICAN GOVERNMENT | 35 | 11th-12th |
| PSY 2012 - INTRODUCTION TO PSYCHOLOGY | 35 | 11th-12th |
| SPN 1130 - SPANISH I | 30 | 11th-12th* |
| SPN 1131 - SPANISH II | 30 | 11th-12th* |
| SPN 2200 - INTERMEDIATE SPANISH | 30 | 11th-12th* |
| SPN 2201 - INTERMEDIATE SPANISH II | 30 | 11th-12th* |
| SPN 2210 - ORAL COMMUNICATIONS SKILLS | 30 | 11th-12th* |
| SPN 2233 - INTERMEDIATE READINGS IN SPANISH | 30 | 11th-12th* |
| SPN 2240 - INTERMEDIATE SPANISH CONVERSATION | 30 | 11th-12th* |
| SPN 2330 - ADVANCED READINGS IN SPANISH | 30 | 11th-12th* |
| SPN 2340 - INTERMEDIATE SPANISH FOR NATIVE SPEAKERS | 30 | 11th-12th* |

| Dual Enrollment Class List | CAP | GRADE LEVEL |
|--|-----------------------------------|-----------------------------------|
| SPN 2341 - ACCELERATED INTERMEDIATE SPANISH FOR NATIVE SPEAKERS | 30 | 11th-12th * |
| SYG 2000 - INTRODUCTION TO SOCIOLOGY | 35 | 11th-12th |
| WOH 2001 - WORLD CIVILIZATION | 35 | 11th-12th |
| *Sophomores (10 th graders) with successful passing of AP exam course | | |
| | | |
| CGS 2060 - INTRODUCTION TO MICROCOMPUTERS | one computer per student | 10 th grade and higher |
| CGS 2518 - COMPUTER DATA ANALYSIS | one computer per student | 10 th grade and higher |
| COP 1000 -INTRODUCTION TO COMPUTER PROGRAMMING | one computer per student | 10 th grade and higher |
| COP 2210 – COMPUTER PROGRAMMING I | one computer per student | 10 th grade and higher |
| | | |
| EDF 1005 - INTRODUCTION TO EDUCATION | 30-35 | 11th-12th |
| EDF 2085 - TEACHING DIVERSE POPULATIONS | 30-35 | 11th-12th |
| PEM 2101 - FOUNDATIONS OF FITNESS | | 10 th grade and higher |
| ART 1201C – 2-D DESIGN | adequate studio space per student | |
| ART 1203C – 3-D DESIGN | adequate studio space per student | |
| ART 2300C - BEGINNING DRAWING | adequate studio space per student | |
| ART 2500C - BEGINNING PAINTING | adequate studio space per student | |
| ART 2750C - BEGINNING CERAMICS | adequate studio space per student | |
| SPC 2300 - FUNDAMENTALS OF INTERPERSONAL COMMUNICATION | 35 | 11th-12th |
| SPC 2608 - PUBLIC SPEAKING | 30 | 11th-12th |
| MUH 1011 - MUSIC APPRECIATION | | 11th-12th |
| | | |
| ENT 1000 - INTRODUCTION TO ENTREPRENEURSHIP | | 10 th grade and higher |
| | | |
| EGN 1033 – TECHNOLOGY, HUMANS, AND SOCIETY | 35 | 10 th grade and higher |

APPENDIX D

FLORIDA INTERNATIONAL UNIVERSITY (FIU) QUALIFIED FACULTY REQUIREMENTS

The institution employs competent faculty members qualified to accomplish the mission and goals of the institution. When determining acceptable qualifications of its faculty, the institution gives primary consideration to the highest earned degree in the discipline.

The institution also considers competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experience in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and student learning outcomes.

FIU uses the following as credential guidelines when it defines faculty qualifications using faculty credentials:

- Faculty teaching general education courses at the undergraduate level: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- Faculty teaching baccalaureate courses: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- Faculty teaching graduate and post-baccalaureate course work: earned doctorate/terminal degree in the teaching discipline or a related discipline
- Graduate teaching assistants: master's in the teaching discipline or 18 graduate semester hours in the teaching discipline, direct supervision by a faculty member experienced in the teaching discipline, regular in-service training, and planned and periodic evaluations.

As a Carnegie Research University with High Research Activity (RU/H) FIU additionally credentials its faculty based on national/international juried research productivity within the discipline. The institution documents a faculty member's research contributions to the discipline as evidence of the faculty qualifications.

In extremely limited circumstances a faculty member may be credentialed based on a combination of educational experience, productivity in the discipline and work experience. In these situations the practical experience in the discipline must be at an executive level with a broad scope of national/international reach.



Miami-Dade County Public Schools


giving our students the world

Superintendent of Schools
Alberto M. Carvalho

School Board Attorney
Walter J. Harvey

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Martin Karp, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Carlos L. Curbelo
Dr. Lawrence S. Feldman
Dr. Wilbert "Tee" Holloway
Dr. Marta Pérez
Raquel A. Regalado

REQUEST FOR WAIVER OF MINIMUM CONTRACT STANDARDS

TO: Alberto M. Carvalho, Superintendent of Schools
FROM: Ailil Graupera, Assistant Board Attorney 
DATE: September 11, 2013
SUBJECT: Florida International University Dual Enrollment Agreement

Pursuant to School Board Policy 6540, legal review of contracts shall consist of certain minimum standards. The above-referenced contract, a review copy of which is attached, does not comply with the following minimum requirements or deviates from the District's standard contract language, as follows:


| Standard Clause | Deviation | Contract Page# |
|--|--|----------------|
| Superintendent waives the following: | | |
| INDEMNIFICATION: All language with the exception of §768.28, Florida Statutes applicable to sovereign immunity. | Neither party is indemnifying the other. | n/a |

Contractor ___ has ___ has NOT been approached but will not agree to include the minimum requirement(s) in the contract.

Superintendent/Designee acknowledges and Waives; Does NOT waive the above described issue(s):



Superintendent/Designee
Ms. Marie L. Izquierdo
Designee
9/11/13
Date



Risk Management
9/13/13
Date

SUPERINTENDENT'S OFFICE
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