

**DUAL ENROLLMENT
ARTICULATION AGREEMENT**

By and Between

**THE SCHOOL BOARD
OF HILLSBOROUGH COUNTY, FLORIDA
AND
THE DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH
COMMUNITY COLLEGE**

2024-2025

**DUAL ENROLLMENT ARTICULATION AGREEMENT
BETWEEN
THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA
AND
THE DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE**

This Agreement is entered into on this 4th day of June, 2024, between the District Board of Trustees of Hillsborough Community College, Post Office Box 31127, Tampa, Florida 33631, herein referred to as “HCC” and the School Board of Hillsborough County, Florida, 901 E. Kennedy Boulevard, Tampa, Florida 33602, herein referred to as the “SBHC”.

WHEREAS, HCC and SBHC subscribe to the educational philosophy and policy that each individual student should have the maximum opportunity to enhance his/her learning opportunities in courses suited to his/her educational, career, and personal needs;

WHEREAS, the State Board of Education (SBE) adopted Rule 6A-10.024, FAC, specifying that articulation agreements shall be executed between community college boards of trustees and district school boards within each community college district;

WHEREAS, the SBE adopted Rule 6A-14.064, FAC, establishing requirements and standards for college credit dual enrollment;

WHEREAS, HCC and SBHC desire to implement the above rules by creating high-quality opportunities for high school students to pursue college-level instruction, through an articulated acceleration program;

WHEREAS, HCC and SBHC have agreed, therefore, to undertake the study and development of cooperative programs to maximize the potential of each institution to meet the needs of an increasingly urban society. The programs named and outlined in the following sections permit any student enrolled in one of the schools to take full advantage of the educational opportunities offered by the other and without penalty or undue administrative problems;

WHEREAS, this Agreement is promulgated by Rule 6A-10.024, FAC, and 6A-10.0315, FAC, 6A-14.064 College Credit Dual Enrollment and Sections 1007.22, 1007.271, and 1008.30, Florida Statutes.

NOW THEREFORE, in consideration of the mutual promises stated herein, the parties agree to cooperate in the establishment, maintenance, and implementation of articulated acceleration mechanisms between HCC and SBHC, for the consideration hereinafter described, and agree as follows:

ARTICLE I. Term

The term of this Agreement shall be from June 30, 2024, until June 30, 2025. This Agreement shall be reviewed annually. If a Party to this Agreement has proposed modifications, both parties agree to consider the proposed modifications. Upon reaching an agreement, the parties will

enter into a new Articulation Agreement, which shall be executed by both parties prior to high school registration for the fall semester to ensure that an Articulation Agreement is in place for the Dual Enrollment Program for the school year in question.

ARTICLE II. Program Description – This Agreement covers the following programs:

- A. Dual Enrollment: The Dual Enrollment Program is the enrollment of an eligible secondary student in a postsecondary course creditable toward an associate or baccalaureate degree or a career and technical education certificate. As an articulated acceleration mechanism between HCC and SBHC, the Dual Enrollment Program shall serve to shorten the time necessary for students to complete degree requirements, broaden the scope of curriculum options, and increase the depth of study available for a particular subject by offering college credit courses to eligible high school students. In compliance with Section 1007.271, F.S., the SBHC will weigh dual enrollment courses the same as advanced placement, International Baccalaureate and Advanced International Certificate of Education courses when grade point averages (GPAs) are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited. Students participating in dual enrollment will not be assessed application fees, matriculation fees, laboratory fees, or textbook costs.
- B. Early Admission: Early admission shall be a form of dual enrollment through which eligible students may enroll in HCC on a full-time basis in courses that are creditable toward the high school diploma and the associate degree. Early admission students are not eligible to participate in extracurricular activities at their high school of record in accordance with school district rules, with the exception of high school athletics as per the Florida High School Athletic Association (FHSA) but are eligible to participate in graduation activities. Early Admission is a two-semester program. At any point of entry into Early Admissions, a student will no longer be eligible to be the class valedictorian or salutatorian or to participate in the Tampa Bay Times Honors Program. Students participating in the Early Admissions Program will not be assessed application fees, matriculation fees, laboratory fees, or textbook costs.
- C. Collegiate Academies: The Collegiate Academies shall be structured programs, currently at four (4) SBHC sites, where students have opportunities to earn an Associate in Arts (A.A) degree from HCC through dual enrollment opportunities. These sites shall develop site-based pathways for students to earn their Associate in Arts degree in consultation with representatives from HCC. These site-based pathways shall be revised and reviewed each spring by the Collegiate Academy sites, in consultation with SBHC district staff, as well as HCC staff to reflect the courses to be offered the following academic year. These revisions will be made based on anticipated staff and staff qualifications at each site for the following academic year. Student needs and interest will also be taken into account when developing and revising site-based pathways. When a need arises for individual students to complete their pathway to earn an Associate in Arts degree on schedule, students enrolled in Collegiate Academy programs may be permitted to take up to twelve (12) credit hours for fall, twelve (12) credit hours for spring, and twelve (12) credit hours total for summer. In these circumstances, individual student needs will be reviewed and approved by staff at the Collegiate Academy site, as well as by SBHC district staff. The names of the individual Collegiate Academy students with a need to take

up to twelve (12) credit hours per term will be communicated to HCC. Students participating in dual enrollment through the four (4) Collegiate Academy sites will not be assessed application fees, matriculation fees, laboratory fees, or textbook costs.

Nothing in this Agreement will prohibit the development of pilot programs agreed upon by HCC and SBHC for defined student groups. Eligibility requirements need to be specific to those programs.

ARTICLE III. Program Management and Quality Assurance

SBHC shall recommend qualified faculty for dual enrollment classes taught at the high school campus. All faculty members must meet or exceed the academic and professional preparation requirements for teaching at HCC. If no high school teacher qualifies as an adjunct instructor, HCC faculty will be used, or the class will be canceled. HCC shall supervise dual enrollment faculty. Dual enrollment faculty will attend in-service training each academic year.

HCC shall have an academic dean or the dean's appropriate designee evaluate dual enrollment faculty during the academic year. An academic dean or designee will make a classroom visitation after which a written evaluation will be provided to the dual enrollment faculty member for his/her signature. The evaluation will be maintained on file by HCC and a copy shared with the Assistant Principal for Curriculum at each school site.

HCC shall also evaluate dual enrollment faculty by their students. The classroom visitation and questionnaire will be used by HCC to maintain instructional quality for the students in the Program and will be shared with SBHC.

HCC reserves the right to terminate the employment of a dual enrollment faculty member or not to rehire a dual enrollment faculty member for succeeding dual enrollment courses.

Dual enrollment courses taught on the high school campus must meet all competencies expected and outlined in the college course plan. To ensure equivalent rigor with on-campus courses, final examinations for all dual enrollment courses delivered on the high school campus must be approved by the appropriate HCC contact. If final exams are included in the course, the exams will be provided to the high school campus dual enrollment instructor by HCC in a timely manner to ensure availability prior to scheduled exam dates. Completed scored exams will be returned to HCC and held on file for a period of one year.

At the end of the term, dual enrollment faculty will submit final grades to HCC, with a copy of those grades provided to the site Assistant Principal for Curriculum. These grades will be submitted by dates established and communicated by HCC staff.

Dual Enrollment faculty must use official HCC technology and systems so that the college can maintain an accurate record of its courses and grades in accordance with the HCC's minimum use and record keeping requirements.

All dual enrollment course syllabi must be provided to assigned HCC designees before the beginning of each term and must include all state and college required sections.

Calendar: SBHC shall select and schedule dual enrollment classes using the high school's class and bell schedule and the SBHC's calendar in alignment with the minimum required minutes per credit hour per term. SBHC shall make reasonable efforts to avoid conflicts in scheduling. HCC agrees to conduct dual enrollment courses at the high schools using the schools' class and bell schedule and the SBHC calendar. SBHC Instructors teaching during a traditional bell schedule must meet with students daily and in accordance with their site's bell schedule. Students eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours and during the summer term, provided that it does not conflict with SBHC Calendar. They may also enroll in courses offered through distance learning.

ARTICLE IV: Instructor Absence and Substitutions

In the event that an instructor is absent three days or less, substitution will be provided by the SBHC and arranged by the high school where the instructor's class or classes are located. If an absence extends beyond three working days, HCC and the Office of Accelerated Learning will arrange and furnish the class with a substitute teacher. In the case of excessive absences (four days or more within a single nine-week course, six days within an eighteen-week course, or three days within a shortened course) by an adjunct faculty member provided by HCC, the SBHC may ask for a replacement to be assigned to the class immediately, or at the beginning of the next scheduled course. The request for a replacement will be made by the High School Principal or the Assistant Principal for Curriculum and will be implemented by the HCC Office of Accelerated Learning.

ARTICLE V. Ratification of Existing Agreements

The signing of this Agreement shall attest to the ratification of all existing articulation agreements between HCC and SBHC.

ARTICLE VI: Opportunities for Student Participation in the Dual Enrollment Program

SBHC and HCC will work collaboratively to notify students and their parents of dual enrollment acceleration mechanisms. SBHC shall inform all eligible secondary students and their parents of dual enrollment as an educational option and mechanism for acceleration, including the eligibility criteria, the option for taking dual enrollment courses beyond the regular school year, the potential for dual enrollment courses to articulate as an elective or a general education course in a postsecondary degree or certificate program, and the process by which students and parents exercise their option to participate in dual enrollment. This information shall be included annually in the Student Progression Plan. HCC will work with each high school to provide course lists for their curriculum guides, coordinate inquiries from parents and students (with high school guidance staff), and will communicate directly with parents and students about dual enrollment options as appropriate.

ARTICLE VII: Dual Enrollment Courses and Programs Available to Eligible Students

Dual enrollment college credit courses shall be those courses that are recommended to the State Board of Education by the State Articulation Coordinating Committee meeting high school graduation requirements, and identified on the Dual Enrollment Course Equivalency List. Career dual enrollment courses must lead toward an approved industry certification from the Postsecondary Industry Certification Funding List. Students who wish to enroll in other HCC

courses for dual enrollment credit will obtain the high school course equivalency from the high school guidance department. All high schools shall accept these postsecondary courses toward meeting requirements of Section 1003.43, Florida Statutes. Courses offered are limited to general education courses or courses that are part of the Associate in Arts (A.A.) degree program requirement. Courses that are part of an A.S. degree program requirement may be offered on the school district site if all students in the course are pursuing the associated A.S. degree. Exceptions to this requirement may be considered if the high school provides evidence that the course offered at the school district site is included in the students' A.A. pathway.

Student may not enroll in physical education, college preparatory courses, education courses requiring field experiences unless they are part of the student's approved HCC educational plan, and courses with less than three credit hours unless they are a) co-requisites for other courses, b) the IDS 2891 Connections course, c) two-credit hour music or dance courses.

High schools must notify HCC in advance by the established deadline of the courses that they will be offering on their sites. If high schools do not notify HCC of their scheduling needs by the deadline, the courses that they wish to offer may not be approved.

Wherever possible, if a course is offered at a school district site, then the students must take the course at the school district site.

Students enrolled in a concurrent dual enrollment course/s may not continue in those courses if they leave or transfer out of the high school.

The School District of Hillsborough County sponsors a summer dual enrollment program (Project Quest) for students eligible for services in the following programs: Specific Learning Disabilities (SLD), Emotional Behavioral Disabilities (EBD), Orthopedically Impaired (OI), Deaf/Hard of Hearing (DHH) and Visually Impaired (VI). This dual enrollment program is offered to rising senior students enrolled in SLD, EBD, OI, DHH, and VI programs who are pursuing a standard diploma, maintaining a GPA of 3.0 (or better), have passed at least one section of the FSA or FSAA and have a teacher recommendation. Project Quest will provide eligible students an opportunity to earn both college (6 elective) and high school credits (1 elective – .50 for each course).

ARTICLE VIII: Process by Which Students and their Parents Exercise Options to Participate in the Dual Enrollment Program

In order to receive HCC credit in dual enrollment courses, high school students will be required to complete an HCC Dual Enrollment Application for Admission. They also will be required to submit appropriate test scores as well as follow the registration process as outlined in the HCC Dual Enrollment Website. Specific instructions are provided on the dual enrollment website: <https://www.hccfl.edu/admissions/dual-enrollment-and-early-admissions>.

ARTICLE IX: Student Eligibility Requirements for the Dual Enrollment Program

No additional initial student eligibility requirements exist beyond the statutory eligibility requirements for participation in the dual enrollment program, as set forth in Section 1007.271, Florida Statutes.

ARTICLE X: High School Credit Earned for Dual Enrollment Courses

Students enrolled in dual enrollment courses shall earn both high school credit from the SBHC and college credit from HCC if they meet the minimum requirements for satisfactory completion of dual enrollment courses. Students who complete a three (3), four (4) or five (5) credit dual enrollment course at HCC with a passing grade will earn at least one-half (.5) credit in the designated subject towards the high school diploma and/or credit assigned by the Dual Enrollment Course Equivalency List. Students who complete courses of less than three (3) credits may earn one-half (.5) credit in elective credit.

Students attending dual enrollment classes at a high school or other location not located on a physical HCC campus shall be limited to earning twenty four percent (24%) of coursework towards an associate degree. Any high school wishing to offer more than twenty four percent (24%) of coursework towards an associate degree may work with HCC on meeting accreditation agency requirements to that effect.

Dual enrolled students are limited to ten (10) credit hours for fall, ten (10) credit hours for spring, and ten (10) hours total for summer. Dual enrolled students are not permitted to pay out-of-pocket to take classes exceeding the ten (10) credit hours per term limit.

ARTICLE XI. Process for Informing Students and their Parents of College-Level Course Expectations

All dual enrollment students and their parents or guardians will be required to sign the HCC Student/Parent Agreement prior to the student's initial registration. The Agreement includes details about college-level course expectations.

HCC and SBHC shall provide advising services regarding its educational programs to students participating in the Program. Dual enrollment students also have access to HCC academic counseling services and may make an appointment to see advisors or counselors. Both HCC and SBHC will ensure that students and their parents are informed that dual enrollment courses are college courses and resultantly, the increased amount of work that may be necessary to succeed.

In accordance with section 6A-14.064(4), while appropriate for college-level study, course materials (including but not limited to HCC library materials available to students) and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses and materials will not be modified to accommodate variations in student age and/or maturity.

ARTICLE XII: Determining Exceptions to the Required GPAs

Per Section 1007.271, Florida Statutes, student eligibility requirements for continued enrollment in college credit dual enrollment courses must include the maintenance of a 3.0 unweighted high school grade point average and for career certificate, dual enrollment must include a 2.0 unweighted high school grade point average. Exceptions to the required grade point averages may be granted on an individual student basis if the student submits a petition for reinstatement that includes a performance improvement plan. HCC and SBHC representatives will review the

petition and approve or disapprove continued eligibility of the student. If the petition is approved, the student is limited to one retake of a course while enrolled in the dual enrollment program. High School students who do not meet dual enrollment eligibility criteria may not pay for HCC classes out of pocket.

If a student earns one D or F during a term, and it causes their HCC GPA to fall below a 2.0, the student will be required to retake the course during their next registered term as part of being reinstated to the dual enrollment program.

- If the student has received an approved petition in the past, they will no longer be eligible for reinstatement or for retaking a course.
- All dual enrollment students with an HCC GPA below 2.0 must meet or speak with an HCC counselor before being allowed to register for future classes.

If a student earns two or more Ds and/or Fs in a term, and it causes their HCC GPA to fall below a 2.0, they will be required to retake one of the courses as a condition of being reinstated to the dual enrollment program as long as they have not already used their single petition opportunity.

- The reinstated student in these cases will only be allowed to register for the retake of their chosen course during their first reinstatement term. They will not be allowed to take other courses simultaneously.
- Once students have successfully passed the course they have retaken, if their HCC GPA is still not a 2.0 or higher, they will be allowed a 2nd reinstatement term as long as their high school GPA is still a 3.0 or higher, and they have not earned any additional Ws, Ds or Fs.
- If at the end of the 2nd reinstatement term their HCC GPA is still below a 2.0, they will no longer be eligible for dual enrollment.
- All dual enrollment students with an HCC GPA below 2.0 must meet with an HCC counselor before being allowed to register for future classes.
- Collegiate academy students in this category who may need to take more than one course during the 1st reinstatement term will have their individual student need reviewed and approved on a case-by-case basis by staff at the Collegiate Academy site, as well as by SBHC district staff and HCC.

Any letter grade below a "C" will not count as credit toward satisfaction of the requirements in Rule 6A-10.030, F.A.C., however, all grades are calculated in a student's GPA and will appear on their college transcript. All grades, including "W" for withdrawal, become a part of the student's permanent college transcript and may affect subsequent postsecondary admission.

ARTICLE XIII: The Registration Policies for Dual Enrollment Courses as Determined by the Postsecondary Institution

Registration policies for students vary according to whether students are enrolled in courses on an HCC campus or on a high school campus. Students must adhere to the published dual enrollment deadlines available on the HCC website. For either case, dual enrollment students cannot take college preparatory courses, physical education courses, education courses requiring field experiences unless they are part of the student's approved HCC educational plan, or courses less than three credit hours unless they are a) co-requisites for other courses, b) the IDS 2891 Connections course, c) two-credit hour music or dance courses,

Registration Process for Dual Enrolled Students Taking Courses on an HCC Campus

A student who meets the eligibility requirements for dual enrollment coursework must complete the following steps:

1. Submit an online HCC Dual Enrollment Application for Admissions at <http://www.hccfl.edu/ssem/admissions/apply-online.aspx>.
2. Meet with his or her high school counselor to obtain the authorization form and their high school transcript documenting an unweighted cumulative GPA of 3.0 or better.
3. Consult with his or her high school counselor or the Office of Accelerated Learning to determine if placement testing is necessary. Documentation of a state-approved college placement test (including but not limited to an ACT, SAT, PSAT NMSQT, CLT, or PERT test score) is required.
4. Notify the Office of Accelerated Learning of the student's intent to register.
5. Students have the option to make an appointment with an HCC advisor to assist in planning their educational coursework.
6. Once the paperwork is complete with the proper signatures obtained, the paperwork must be submitted to the Office of Accelerated Learning or an appropriate designee for processing by the deadline published on the dual enrollment website: <https://www.hccfl.edu/admissions/dual-enrollment-and-early-admissions>.
7. Students will be notified by the Office of Accelerated Learning through email and retrieve notifications when their request for permission to register is approved.
8. Once approved, students who wish to register for classes on an HCC campus or online HCC classes must submit their course selection form to MyHCC online portal.
9. Dual enrollment students are not able to register through HawkGPS.

Registration Process for Dual Enrolled Students Taking Courses at a Public High School

Prior to the beginning of the term, the Office of Accelerated Learning and Hillsborough County Public Schools will establish a master schedule of all courses that will be offered at high school locations. Rosters of students will be provided at least 5 HCC business working days before the beginning of the HCC term for which the course is being offered. The HCC Office of Accelerated Learning will coordinate with the SBHC Supervisor/Generalist of Secondary Education to collect and review rosters from the high schools and ensure students are registered in appropriate sections.

ARTICLE XIV: Exceptions in the HCC Faculty Handbooks

The parties agree that no exceptions are made to the professional rules, guidelines and expectations included in the HCC Faculty and Adjunct Faculty Handbooks. A dual enrollment handbook is provided to dual enrollment faculty.

ARTICLE XV: Exceptions in the HCC Student Handbook

No exceptions are made to the rules, guidelines, and expectations (as stated in the HCC Student Handbook) that apply to faculty.

ARTICLE XVI: Responsibilities for Determining Student Eligibility

- A. Dual Enrollment: Students who enroll in dual enrollment college courses shall be high school students and have demonstrated prior academic achievement by attaining a

minimum of a 3.0 unweighted cumulative GPA for A.A. or A.S. program courses or a 2.0 unweighted cumulative GPA for career and technical education courses. Students will be required to complete and pass the appropriate sections of a state-approved college placement test (ACT, SAT, PSAT NMSQT, CLT or PERT), and scores must not be more than two (2) years old.

To remain eligible for the Dual Enrollment Program, all students, except for career/technical students, must maintain a high school unweighted GPA of 3.0 and an HCC GPA of 2.0. Career technical students must maintain a high school unweighted GPA of 2.0 and an HCC GPA of 2.0. Students must submit a current report card, transcript, or student permanent record summary worksheet to establish eligibility each term. If a student has dropped below the minimum HCC GPA requirement, HCC will notify the school district and the student.

Students are allowed one attempt per course under the Dual Enrollment Program. An exception to the one attempt requirement may be granted on an individual student basis if the student submits a petition for reinstatement that includes a performance improvement plan. HCC and SBHC representatives will review the petition and approve or disapprove continued eligibility of the student. If the petition is approved, the student is limited to one retake of a course while enrolled in the dual enrollment program.

Graduating seniors are not eligible for dual enrollment status, including fee exemptions, during the term immediately following their graduation date, even if the registration period or college classes begin prior to the students' actual graduation dates.

B. Early Admission: Early admission students who are entering their last year of high school must have a cumulative unweighted GPA of 3.5 or better and must test at college level on all sections of a state-approved college placement test (ACT, SAT, PSAT NMSQT, CLT or PERT). Test scores must not be more than two years old. In addition, the student must have met all course requirements for a diploma or must have completed all required courses for graduation with the exception of 1 credit in senior language arts and/or 0.5 credits in economics, American Government, and/or a fourth math credit but have not graduated. Students must enroll in at least 12 credit hours per semester and no more than 15 credit hours for a maximum of two semesters and may enroll in only those courses that are creditable toward the high school diploma and an associate degree or technical certificate. If Early Admission students do not register for at least 12 credits in a semester, they must return to their assigned high school and can only continue as a traditional dual enrollment student limited to 10 credit hours.

C. Institutional Responsibilities: Students enrolled in dual enrollment classes will be subject to the student policies and procedures of both HCC and SBHC. Should a conflict be identified as a result of either institutions' policies or procedures, HCC and SBHC will notify each other of behavioral infractions and will jointly resolve the conflict while providing due process for students. Students must maintain good academic standing at HCC in order to continue in dual enrollment courses by maintaining an HCC GPA of 2.0 and an unweighted high school GPA of 3.0 (or an unweighted GPA of 2.0 GPA for Career and Technical courses).

- D. Deferral: A student with a disability who meets the standard high school diploma requirements may defer the receipt of a standard high school diploma if the student
1. Has an individual education plan that prescribes special education, transition planning, transition services, or related services through age 21; and
 2. Is enrolled in accelerated college credit instruction that leads to college credit, in compliance to Section 1003.4282(11)(c), F.S. Accelerated college credit, as described in Section 1007.27(1), F.S., includes dual enrollment and early admission.

ARTICLE XVII: HCC Responsibilities for Student Grades

College credits earned under the dual enrollment will be entered on the student's HCC transcript as well as on the student's high school transcript. HCC will assign the letter grades for dual enrollment courses and post the grades to the HCC transcript; the SBHC will post the grades to the high school transcripts. The grade awarded by HCC will be the same grade that is posted on the high school transcript. At the end of each term, HCC will send a comprehensive grade and enrollment file to SBHC Accelerated Programs division.

The parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Section 1002.22(2), F.S., Section 1006.52, F.S. and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, F.S., Section 1002.225, F.S., Section 1006.52, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

ARTICLE XVIII: Costs Incurred

HCC and SBHC agree to invoice each other each fall and spring term annually. The following costs shall be calculated each term and invoiced accordingly:

1. For dual enrollment on an HCC campus, including collegiate high school dual enrollment on an HCC campus, the SBHC will pay the standard tuition rate per credit hour from the Florida Education Finance Program (FEFP).
2. For dual enrollment on a high school campus by HCC faculty, the SBHC will reimburse HCC for the costs associated with the proportion of salary and benefits and other actual costs for the adjunct instructor.
3. For dual enrollment on the high school campus by a high school teacher when the course is not part of the teacher's six-period day, the SBHC is responsible for HCC's actual instructional costs associated with dual enrollment.
4. HCC will pay the SBHC for the following resources:
 - a. A set rate per class section (\$25.00) for the use of classrooms on the high school campus with the exception of collegiate high school classrooms;
 - b. The thirty-minute rate (\$25.00) per student for advising and counseling services by SBHC personnel related to both dual enrollment and transition to college
 - c. The hourly rate (\$46.50) for instructional material administrative support, not to exceed 80 hours per term.

HCC shall select instructional materials used in dual enrollment courses. Inclusive access instructional materials are included in HCC's efforts to provide affordable instructional materials. Where possible, HCC will offer dual enrolled students the ability to participate in acquiring their materials at a significantly reduced price. SBHC shall pay for required instructional materials, and payment for required instructional materials for classes conducted on the high school campuses or on HCC's campuses will be through the SBHC Instructional Materials department. The instructional materials shall be the property of the SBHC. SBHC will be responsible for instructional materials for classes taken on a high school campus. Students who take classes on an HCC campus will order instructional materials through the Barnes & Noble College portal or other College approved instructional material program. Inventories of dual enrollment instructional materials will be maintained by individual high schools offering dual enrollment courses.

When textbooks are purchased as part of this process, the HCC bookstore will buy back those textbooks, which are identified as resalable, from the SBHC at the rate of fifty percent (50%) of the purchase price, when HCC is in need of such textbooks. Certain textbooks, as identified below, are not eligible for buyback:

- The textbook is not adopted for a class being taught the following semester;
- The textbook has a consumable component, such as limited access software, tear out pages, etc.
- The textbook is sold as a package and all components in the package are required for a course;
- The textbook is damaged and is not in resalable condition; and
- The textbook is overstocked at the HCC bookstore.

SBHC or HCC shall provide the use of laboratory equipment, tools, fixtures, or other resources which are not consumable. HCC shall provide consumable laboratory supplies and materials routinely covered by college fees.

Students participating in the Dual Enrollment Program will not be assessed registration, tuition, or laboratory fees. Required instructional materials will be purchased by the SBHC; however, consumables (other than consumable laboratory supplies and materials – see previous paragraph) are not purchased by the SBHC. Optional materials required by instructors are at student's expense.

ARTICLE XIX: Responsibilities for Transportation

The student will be responsible for providing all transportation related to the Dual Enrollment Program.

ARTICLE XX: Accommodations for Students with Disabilities

SBHC and HCC shall provide accommodations for students with disabilities. The ADA defines a person with a disability as any person who has a physical or mental impairment that limits one or more of such a person's major life activities; has a record of such impairment; or is regarded as having such an impairment.

A. Services for Dual Enrollment Students with Disabilities Attending Classes on an HCC Campus:

Hillsborough Community College enjoys a very diverse student population which includes students with disabilities. HCC makes every effort to help students with disabilities get the most out of attending college by providing reasonable accommodations to ensure access to all academic programs, campus organizations, services and activities, in accordance with the Americans with Disabilities Act (ADA) of 1990.

Students are eligible to receive services at HCC if they have been diagnosed with a disability including, but not limited to the following: Learning Disability, Hearing Impairment, Visual Impairment, Physical Impairment, ADD/ADHD, Alcohol/Drug Abuse, AIDS, Speech/Language Impairment, Psychiatric Disability, Autism Spectrum Disorders, or TBI.

A student or prospective student wishing academic accommodations must self-identify and provide appropriate documentation of their disability to the HCC Office of Services for Students with Disabilities. Students should contact an HCC Coordinator of Services for Students with Disabilities to discuss documentation guidelines.

Some of the academic accommodations that the College provides to students with disabilities may include but are not limited to the following: Accessible furniture, Testing Accommodations, Note takers, Assistive equipment, Assistive technology software, Alternate format materials, Scribes and readers, Sign language interpreters/captionist. For more information, students should access the HCC website at <https://www.hccfl.edu/support-services/services-students-disabilities>.

B. Services for Dual Enrollment Students with Disabilities Attending Classes Taught by an HCC-Credentialed High School Instructor at a High School Site:

The purpose for implementing curriculum and/or assessment accommodations is to enable a Students with Disabilities (SWD) receiving services in accordance with his/her Individualized Education Program (IEP) to demonstrate course content mastery and to assist the teacher in measuring the degree of mastery. The accommodations utilized will vary depending upon the student's need. The need for curriculum and/or test accommodations will be noted on the student's IEP. Accommodations do not alter course content or expectations for achievement of grade-level benchmarks for students who are appropriate for access to the regular state standards.

ARTICLE XXI: Indemnity

HCC and SBHC agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages proximately caused thereby; provided, however, that HCC and SBHC's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes.

ARTICLE XXII: Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by HCC or SBHC nor shall anything herein be construed as consent by HCC and SBHC to be sued by any third party for any cause or matter arising out of or related to this Agreement.

ARTICLE XXIII: Record Keeping Requirements

The Parties will keep adequate records and supporting documentation regarding this contracted matter. Furthermore, each Party agrees to make available to the other Party's authorized representative, as allowed by law, all records for audit or inspection purposes. Said records and documentation shall be retained by the Parties for a minimum of five (5) years from the date of termination of this Agreement.

Public Records Laws. If, under this Agreement, HCC is providing services and is acting on behalf of SBHC as provided under Section 119.011(2), F.S., HCC, subject to the terms of Section 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

- keep and maintain public records that ordinarily and necessarily would be required by SBHC to perform the service; and
- provide the public with access to public records on the same terms and conditions that SBHC provide the records and at a cost that does not exceed the cost provided in Chapter 119 F.S. or as otherwise provided by law; and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- meet all requirements for retaining public records and transfer, at no cost, to SBHC all public records in possession of HCC upon termination of the contract and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements. All records electronically must be provided to SBHC in a format that is compatible with the information technology systems of SBHC.

IF HCC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HCC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE HILLSBOROUGH COUNTY PUBLIC SCHOOLS' OFFICE OF COMMUNICATIONS AT 901E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: <mailto:PRR@HCPS.NET>.

Article XXIV: Statement of Assurance

During the performance of this Agreement, both Parties shall comply with Title VII of the 1964 Civil Right Act, as amended, and the Florida Human Rights Act of 1977, in that such Parties shall does not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status or in any form or manner with regard to the its students, employees or applicants. Both Parties understand and agree that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, both Parties agree they will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam era veterans and disabled veterans within its protective range of applicability.

Article XXV: Confidentiality

The Parties agree to keep all records confidential to the extent required or allowed by applicable law. Any information received by either Party in the performance of this agreement from the other Party of or from any student, parent, or guardian participating in activities conducted by the Party will not be shared or otherwise disseminated except as allowed or required by law. Nothing herein will in any way limit or otherwise affect either Party's obligations to maintain and allow access to public records as defined and required by applicable law.

