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**HOME EDUCATION DUAL ENROLLMENT ARTICULATION AGREEMENT**

**THIS HOME EDUCATION DUAL ENROLLMENT ARTICULATION AGREEMENT** (the “Agreement”) is entered into as of the Effective Date (which shall be the date this Agreement is fully signed by all parties) between Florida International University Board of Trustees on behalf of the Office of Academic Planning and Accountability (“FIU”) and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “Student”), pursuant to which FIU will offer a Dual Enrollment Articulation Program for Home Education students.

 **WHEREAS**, FIU offers dual enrollment courses to enhance accelerated academic learning opportunities for qualified home education program students;

 **WHEREAS**, dual enrollment courses become a part of student’s permanent college transcripts and, as such, grades become part of the permanent high school and college transcripts; and

 **WHEREAS**, pursuant to Florida law, to participate in the dual enrollment program, an eligible home education secondary student must (i) provide proof of enrollment in a home education program; (ii) sign a home education articulation agreement; and (ii) be responsible for his or her own transportation unless provided for in the articulation agreement.

 **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:

**I. TERM OF THIS AGREEMENT**

1. **Term of this Agreement**. This Agreement shall be effective from the Effective Date and through such period of time that the Student is enrolled in a FIU dual enrollment course.

**II. DUAL ENROLLMENT ELIGIBILITY REQUIREMENTS**

2. **Dual Enrollment Eligibility Requirements.**

(a) FIU agrees to permit the Student to dually enroll in regularly offered courses at FIU; provided that the Student provides proof of enrollment in a home education program pursuant to Section 1002.41 and 1007.271(13)(a)1, Florida Statutes and who meet FIU initial eligibility requirements. These courses would also meet the student’s high school diploma requirements. The Student must be registered with the Miami-Dade County Public Schools Home School Office, Broward County School District Home School Office and/or Monroe County School District Home School Office, as applicable. *Student and/or parent/legal guardian are responsible for notifying FIU Dual Enrollment staff immediately of any change in status that would impact enrollment in a Home Education Program.*

(b) Eligible students in grades 6-12 can participate in FIU’s On-Campus Dual Enrollment Program; provided, however, that through Fall 2020, the alternative, initial eligibility criteria, developed in alignment with Emergency Order 2020-EO-02, are fulfilled. The alternative, initial eligibility criteria denote the acceptable grade level(s) whereby a student would be able to apply to the dual enrollment program at FIU (i.e., through Fall 2020). Home education students participating in the Dual Enrollment Program must also meet the following entrance eligibility requirements:

* Be enrolled in a course of study which will fulfill requirements for high school graduation;
* Satisfy any course prerequisites; and
* Meet any additional criteria set by FIU as the post-secondary institution.

(c) Additionally, other discipline-specific placement for enrollment in Mathematics courses will be required (i.e., ALEKS Math Skills Assessment in the case that the student is interested in enrolling in any course higher than MAC 1105).

 (d) While a high school grade point average (GPA) may not be required for home education students (in terms of initial eligibility) who meet (i) the minimum score on a common placement test as adopted by the State Board of Education, or (ii) the alternative initial eligibility criteria applicable through Fall 2020, or so long as the Florida Department of Education Emergency Order 2020-EO-02 remains in effect, whichever is longer, a student must maintain a 3.0 or better GPA in college-level work. FIU will monitor the status of the student’s continued eligibility closely and will communicate directly with the dual enrollment student in the case required college-level GPA is not sustained.

(e) In order to provide comparable Dual Enrollment programs between home education and public school students, FIU, as the postsecondary institution, may require a determination of the home education student grade level prior to entry to the dual enrollment program. Dual Enrollment staff will communicate in writing, as appropriate, requirements related to this clause.

**III. FEES, INSTRUCTIONAL MATERIALS, AND COURSEWORK**

3. A student who is enrolled in dual enrollment via a state university is exempt from the payment of tuition and fees, pursuant to s.1007.271, and the fee exemption includes registration, tuition, and laboratory fees for courses taken through dual enrollment. Some possible charges, however, might be incurred:

4. In view that home education students are responsible for their own transportation to FIU and parking in FIU facilities, as applicable, home education students would be responsible for purchasing parking decals as required by FIU.

5. Home education students would also be financially responsible for purchasing photo ID, at a cost of $10, as needed.

6. As of July 1, 2018, home education students, by statute, are no longer responsible for the purchase of their own instructional materials. Thus, FIU Dual Enrollment staff will coordinate and provide instruction regarding securing instructional materials, including textbooks. The Office of Articulation of the Florida Department of Education defines instructional materials to be textbooks, including electronic access codes, as needed. Materials that become the personal property of students during the duration of the course(s) would be the responsibility of the student in terms of financial cost. Thus, students must provide their own notebooks, computers, laptops, calculators, etc., as needed.

7. The Dual Enrollment Program provides an opportunity to take challenging courses and

accelerated educational opportunities. Generally, students can take the courses indicated in the Dual Enrollment Course – High School Subject Area Equivalency list. This list can be accessed via <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf>. While this list serves as starting point to determine the courses available, the list is subject to change. FIU will communicate in writing any change to prospective and/or current students.

8. To obtain more information about the on-campus courses offered during a specific term, access FIU’s dual enrollment website (<https://dualenrollment.fiu.edu/apply/steps/index.html>). Thereafter, instructions will be provided in links entitled “Register for Classes” and “How to Add Classes.”

**IV. REGISTRATION REQUIREMENTS**

9. FIU On-Campus Dual Enrollment Program documents, accessible via the Dual Enrollment website (<https://dualenrollment.fiu.edu/index.html>) must be submitted to FIU, Modesto A. Maidique Campus (MMC), or Biscayne Bay Campus (BBC), Academic Planning and Accountability Dual Enrollment Office, prior to registration. All documents must be submitted in accordance with registration deadlines as posted on the FIU Dual Enrollment website. Failure to comply with deadlines could invalidate the application and/or registration.

10. Immunization Requirements: As a prerequisite to registration, FIU requires all students to comply with immunization policy regulations from the Florida Board of Governors regarding measles, mumps, rubella, meningococcal meningitis and Hepatitis B immunity. Proof of Immunization Form must be provided by the student attending FIU classes for the first time on FIU campus.

**V. DUAL ENROLLMENT WITHDRAWAL PROCEDURES**

11. Dual enrollment students are responsible for officially withdrawing from classes that they are no longer attending in accordance with FIU requirements and deadlines. Students who do not officially withdraw from a class may receive a failing grade. Such a failing grade becomes a part of students’ permanent transcript records and could have a negative effect on future college admissions, and scholarship opportunities, and/or financial aid.

**VI. FIU STUDENT CONDUCT AND HONOR CODE**

12. Dual enrollment students must adhere to FIU’s Student Conduct and Honor Code. The Code outlines acceptable and unacceptable academic or behavioral misconduct applicable to FIU students. Unacceptable behavior includes cheating and plagiarism. The Student Conduct and Honor Code delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. The Code can be accessed via <https://studentaffairs.fiu.edu/get-support/student-conduct-and-academic-integrity/student-conduct-and-honor-code/index.php>

**VII. STUDENT RECORDS**

13. Subject to applicable laws, all documentation, including, but not limited to, test results, course credits, and any other educational records maintained by FIU, is subject to Family Educational Rights and Privacy Act (FERPA). FIU is subject to all federal and state laws related to the confidentiality of student information. Inasmuch as dual enrollment students are FIU students, FIU faculty and staff “with a legitimate educational interest” may access student records in accordance with all applicable federal and state laws related to the confidentiality of student, as well as FIU rules.

**VIII.TRANSFER OF CREDIT**

14. Dual enrollment college credit will transfer to any Florida public college or university offering a course with the same prefix and number and would 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 of credit to general education, prerequisite, and degree programs may vary at the receiving institution. (Refer for more information to the statement of Dual Enrollment Transfer Guarantees developed by the Florida Department of Education that is contained in **Appendix A**.)

**IX. HIGH SCHOOL REQUIREMENTS**

15. It is the home school parent/legal guardian’s responsibility to make sure that the student is in compliance with the pertinent district’s home education curriculum and requirements. FIU advisors cannot advise students about high school requirements.

**X. OTHER PROVISIONS**

16. In providing written consent to participate in dual enrollment courses at FIU, the student (or parent or legal guardian, as applicable), acknowledges that FIU is an open campus and that the university cannot be responsible for the supervision of minors. While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in home school education. FIU courses will not be modified to accommodate variations in student age and/or maturity.

17. **The Exceptional Student Education/Americans with Disabilities Act (ESE/ADA).** When a student with special needs has been accepted into the dual enrollment program at FIU and attends dual enrollment courses on the FIU campus, the student must register with FIU Disability Resource Center (DRC) to coordinate academic accommodations. Accommodations are determined on a case-by-case basis and vary based on the faculty course design. Each and every semester, students with special needs are provided the opportunity to request or decline the provision of academic accommodations. Students must complete and submit the Notification of Academic Accommodations form to FIU DRC. This form and additional information about DRC services are available at <http://studentaffairs.fiu.edu/get-support/disability-resource-center/>.

18. **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 s.1007.271, F.S. regarding dual enrollment. Each party is responsible for its own attorneys’ fees.

19. **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,  pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of FIU, FIU shall have the right, upon notifying students of the occurrence of force majeure as herein defined, to suspend, postpone or modify performance of the activity until the event of the force majeure has passed. In the case that conditions improve and warrant the resumption of activities and deployment of educational programs and services, FIU will coordinate the resumption of activities per this Agreement with the recognition that course instruction may transition to virtual instruction if face-to-face delivery becomes inadvisable due to public health concerns and/or local and federal restrictions. FIU will communicate this change in writing to students.

20. **Compliance with Policies and Regulations**: Students must adhere to all FIU, the Florida International University Board of Trustees, and the Florida Board of Governors policies, rules and regulations.

**ACCEPTANCE OF THIS AGREEMENT**

I have read, understand and accept the terms and conditions stated above in this Agreement. I understand that changes may be made based on changes in FIU policies and State of Florida laws, rules, and regulations. This Agreement will be amended, as necessary, to comply with regulations or policies of FIU, the Florida Board of Governors and/or the Southern Association of Colleges and Schools’ Commission on Colleges, as they might be revised from time to time.

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| --- | --- | --- |
| **FIU Panther ID#** | **Term (Indicate Fall, Spring or Summer)** | **Year** |
| **Student** | **Signature** | **Effective Date** |
| **\*\*Parent/Legal Guardian (required if student under 18 years of age)** | **Signature** | **Effective Date** |

**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 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*