

**DUAL ENROLLMENT
ARTICULATION AGREEMENT**

By and Between
**BELL CREEK ACADEMY
AND
THE DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH
COLLEGE**

2026-2031

**DUAL ENROLLMENT ARTICULATION AGREEMENT
BETWEEN
BELL CREEK ACADEMY
AND
THE DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COLLEGE**

This Agreement is entered into on this 24th day of June, 2026, between the District Board of Trustees of Hillsborough College, Post Office Box 31127, Tampa, Florida 33631, herein referred to as "HC" and Bell Creek Academy, 13221 Boyette Rd, Riverview, FL 33569, herein referred to as the "CHARTER SCHOOL"

WHEREAS, HC and CHARTER SCHOOL 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 college boards of trustees and district school boards within each college district;

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

WHEREAS, HC and CHARTER SCHOOL 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, HC and CHARTER SCHOOL 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 HC and CHARTER SCHOOL, for the consideration hereinafter described, and agree as follows:

ARTICLE I. Term

The term of this Agreement shall be for a period of five (5) years beginning on August 1, 2026, and terminating on July 31, 2031. This Agreement shall automatically renew annually (Renewal Term) for one (1) year, for four (4) consecutive years. Either party may terminate this Agreement for convenience by providing written notice to the other party at least sixty (60) day prior to July 1st of any year of the initial term of the agreement or any year of the renewal term.

Either party to the Agreement may propose modifications which both parties must agree to in writing. Upon reaching an agreement, the parties will enter into a new Dual Enrollment Program Agreement, which shall be executed by both parties prior to the fall semester to ensure that a new Agreement is in place for CHARTER SCHOOL year. Notwithstanding the foregoing, HC shall be entitled to unilaterally modify the Agreement in order to comply with applicable state and/or federal laws, rules and/or regulations, including court interpretation of those authorities.

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 HC and CHARTER SCHOOL, 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., CHARTER SCHOOL 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 HC 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 (FHSAA) 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.

ARTICLE III. Program Management and Quality Assurance

It is within HC's sole discretion to approve or deny CHARTER SCHOOL to offer dual enrollment courses on site. Schools must have had an articulation agreement in force for at least two full years before their request to offer courses on site will be considered.

CHARTER SCHOOL may 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 HC. If no high school teacher qualifies as an adjunct instructor, HC faculty will be used, or the class will be canceled. HC shall supervise dual enrollment faculty. Dual enrollment faculty will attend in-service training each academic year.

HC 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 HC and a copy shared with the principal.

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

HC 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 HC contact. If final exams are included in the course, the exams will be provided to the high school campus dual enrollment instructor by HC in a timely manner to ensure availability prior to scheduled exam dates. Completed scored exams will be returned to HC and held on file for a period of one year.

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

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

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

Calendar: CHARTER SCHOOL shall select and schedule dual enrollment classes using the high school's class and bell schedule and the CHARTER SCHOOL's calendar in alignment with the minimum required minutes per credit hour per term. CHARTER SCHOOL shall make reasonable efforts to avoid conflicts in scheduling. HC agrees to conduct dual enrollment courses at the high schools using the schools' class and bell schedule and the CHARTER SCHOOL calendar. CHARTER SCHOOL 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 CHARTER SCHOOL 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 CHARTER SCHOOL and arranged by the high school where the instructor's class or classes are located. If an absence extends beyond three working days, HC 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 HC, the CHARTER SCHOOL 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 HC Office of Accelerated Learning in conjunction with HC Campus Deans.

ARTICLE V. Ratification of Existing Agreements

The signing of this Agreement shall attest to the ratification of all existing articulation agreements between HC and CHARTER SCHOOL.

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

CHARTER SCHOOL and HC will work collaboratively to notify students and their parents of dual enrollment acceleration mechanisms. CHARTER SCHOOL 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. HC 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 HC 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 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 HC 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.

CHARTER SCHOOL must notify HC in advance by the established deadline of the courses that they will be offering on their sites. If high schools do not notify HC 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 the CHARTER SCHOOL, then the students must take the course at the CHARTER SCHOOL 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.

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

In order to receive HC credit in dual enrollment courses, high school students will be required to complete an HC 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 HC Dual Enrollment Website. Specific instructions are provided on

the dual enrollment website: <https://www.hcfl.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 those set forth in applicable laws, rules of the State Board of Education, or this Agreement.

ARTICLE X: High School Credit Earned for Dual Enrollment Courses

Students enrolled in dual enrollment courses shall earn both high school credit from the BD and college credit from HC 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 HC 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 provided by the state. 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 HC 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 HC 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 HC Student/Parent Agreement prior to the student's initial registration. The Agreement includes details about college-level course expectations.

HC and CHARTER SCHOOL shall provide advising services regarding its educational programs to students participating in the Program. Dual enrollment students also have access to HC academic counseling services and may make an appointment to see advisors or counselors. Both HC and CHARTER SCHOOL 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 HC 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 Course Retakes

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. HC and CHARTER SCHOOL 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 HC classes out of pocket.

If a student earns one D or F during a term, and it causes their HC 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 HC GPA below 2.0 must meet or speak with an HC 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 HC 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 HC 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 HC GPA is still below a 2.0, they will no longer be eligible for dual enrollment.
- All dual enrollment students with an HC GPA below 2.0 must meet or speak with an HC counselor before being allowed to register for future classes.

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 HC campus or on a high school campus. Students must adhere to the published dual enrollment deadlines available on the HC 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 HC 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 HC Campus

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

1. Submit an online HC Dual Enrollment Application for Admissions at <http://www.HCfl.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 HC 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.HCfl.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 HC campus or online must follow the registration instructions provided to them in their approval email by the deadlines listed for dual enrollment students.

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 CHARTER SCHOOL will establish a master schedule of all courses that will be offered at CHARTER SCHOOL. Rosters of students will be provided at least 5 HC business working days before the beginning of the HC term for which the course is being offered. The HC Office of Accelerated Learning will coordinate with the CHARTER SCHOOL to collect and review the rosters and ensure students are registered in appropriate sections.

ARTICLE XIV: Exceptions in the HC Faculty Handbooks

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

ARTICLE XV: Exceptions in the HC Student Handbook

No exceptions are made to the rules, guidelines, and expectations (as stated in the HC 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 HC GPA of 2.0. Career technical students must maintain a high school unweighted GPA of 2.0 and an HC 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 HC GPA requirement, HC 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. HC and CHARTER SCHOOL 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 HC and CHARTER SCHOOL. Should a conflict be identified as a result of either institutions' policies or procedures, HC and CHARTER SCHOOL 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 HC in order to continue in dual enrollment courses by maintaining an HC 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: HC Responsibilities for Student Grades

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

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

HC and CHARTER SCHOOL 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 HC campus or online, CHARTER SCHOOL will pay the standard tuition rate per credit hour from the Florida Education Finance Program (FEFP).
2. For dual enrollment taught on a high school campus or online by HC faculty for the charter school, the CHARTER SCHOOL will reimburse HC for the costs associated with the proportion of salary and benefits and other actual costs for the adjunct instructor.
3. For dual enrollment taught on the high school campus by a high school teacher, HC will not pay instructors who teach during their course of normal teaching duties at CHARTER SCHOOL.
4. HC shall select instructional materials used in dual enrollment courses. Inclusive access instructional materials are included in HC's efforts to provide affordable instructional materials. CHARTER SCHOOL shall pay for required instructional materials for dual enrollment students. Students will order and/or rent instructional materials through the Barnes & Noble College portal. Students will be responsible for returning any rented instructional materials to Barnes & Noble and any purchased materials to their high school site, as purchased instructional materials shall be the property of the CHARTER SCHOOL.
5. CHARTER SCHOOL or HC shall provide the use of laboratory equipment, tools, fixtures, or other resources which are not consumable. HC shall provide consumable laboratory supplies and materials routinely covered by college fees for HC on-campus courses. CHARTER SCHOOL shall provide consumable

laboratory supplies and materials routinely covered by college fees for courses taught at the high school site or online through HC.

6. To the extent funds are appropriated by the State for reimbursement under section 1009.30, Florida Statutes, HC will request reimbursement for the tuition and/or instructional material costs for CHARTER SCHOOL students for summer classes in accordance with established State Board of Education rule(s) and applicable laws of the State of Florida. If adequate State funding is not available for instructional material costs, the CHARTER SCHOOL is required to reimburse HC for the unreimbursed cost of instructional materials (if any). If adequate State funding is not appropriated for full tuition reimbursement (as further set forth below), CHARTER SCHOOL is required to reimburse HC for the unreimbursed portion of the standard tuition rate per credit hour as established by the Florida Education Finance Program (FEFP) for courses taken in the summer term. In no event shall CHARTER SCHOOL's reimbursement rate for tuition exceed the FEFP standard tuition rate per credit hour. If the State does not provide full reimbursement, HC will invoice CHARTER SCHOOL for tuition costs and instructional material costs as follows:

HC shall prorate the unreimbursed costs invoiced to all participating high schools. Students participating in the Home School Program and the Personal Education Program shall not count toward the proration calculations. For unreimbursed tuition, HC will divide the CHARTER SCHOOL's total credit hours by the total credit hours submitted to the State (excluding Home School and PEP credit hours) and multiply the percentage obtained by the total amount short paid by the State to determine the reimbursement. By way of example, assume HC's initial request for State reimbursement (excluding Home School and PEP credit hours) is \$375,000, which represents 5,000 credit hours. Assume the State appropriates \$365,000 to HC. This appropriation results in a \$10,000 short pay. If CHARTER SCHOOL's students took 60 credit hours of dual enrollment, the portion of CHARTER SCHOOL's total credit hours compared to the total credit hours submitted by HC to the State will be $60/5,000 = 0.012$. That amount, which represents the CHARTER SCHOOL's pro rata share of credit hours, is multiplied by the short pay to obtain SCHOOL's pro rata cost share $\$10,000 \times 0.012 = \120.00 . HC shall suspend CHARTER SCHOOL's participation in the Dual Enrollment program under this Agreement until all outstanding amounts owed are received by HC. For unreimbursed instructional materials, HC shall follow the process described above but shall use CHARTER SCHOOL's total instructional materials cost instead of CHARTER SCHOOL's total credit hours and the total instructional materials cost submitted to the State instead of total credit hours submitted to the State.

Students participating in the Dual Enrollment Program will not be assessed registration, tuition, or laboratory fees. Required instructional materials will be provided by the CHARTER SCHOOL, through arrangements with HC and Barnes & Noble; however, consumables (other than consumable laboratory supplies and materials – see previous

paragraph) are not purchased by the CHARTER SCHOOL. 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

CHARTER SCHOOL and HC 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 HC Campus:

Hillsborough College enjoys a very diverse student population which includes students with disabilities. HC 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 HC 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 HC Office of Services for Students with Disabilities. Students should contact an HC 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 HC website at <https://www.hcfl.edu/support-services/services-students-disabilities>.

B. Services for Dual Enrollment Students with Disabilities Attending Classes Taught by an HC-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

HC and CHARTER SCHOOL 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 HC and CHARTER SCHOOL'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 HC or CHARTER SCHOOL nor shall anything herein be construed as consent by HC and CHARTER SCHOOL 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.

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 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.

IN WITNESS WHEREOF, CHARTER SCHOOL and the District Board of Trustees of Hillsborough College have adopted this Agreement and caused it to be executed by their respective chairmen and chief executive officers, in accordance with Sections 1007.235 and 1007.271, F.S., Inter-institutional Articulation Agreements.

BELL CREEK ACADEMY LEADERSHIP

By: Anna Garza
Chair

[Signature]

Date: 6/9/20

DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COLLEGE

By: _____
Gregory Celestan
Chair

Attest: _____
Ken Atwater, Ph.D.
President

Date: _____

Richard Senker
Articulation Officer

Approved as to Form & Legality

Legal Counsel