

Ms. Milagros R. Fornell, Associate Superintendent
Curriculum and Instruction

SUBJECT: REQUEST AUTHORIZATION TO ENTER INTO A FLORIDA INTERNATIONAL UNIVERSITY (FIU) OFF - CAMPUS DUAL ENROLLMENT COOPERATIVE AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA AND FLORIDA INTERNATIONAL UNIVERSITY (FIU)

COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT

LINK TO DISTRICT

STRATEGIC PLAN: IMPROVE AND EXPAND CURRENT CURRICULUM OPPORTUNITIES

Senate Bill 1908 details a new High School Accountability System for the state of Florida beginning with the 2009-2010 school year. Among the revisions are Component #2A: Participation in Accelerated Coursework and Component #2B: Performance in Accelerated Coursework. Both of these components will specifically target our high school student's participation and performance in Advanced International Certificate of Education (AICE), Advanced Placement (AP), International Baccalaureate (IB), and Dual Enrollment (DE) programs.

In an effort to provide equity and access among all of our District high schools and to provide our students with the maximum opportunity to participate in accelerated coursework, Miami-Dade County Public Schools (M-DCPS) is requesting authorization to enter into a Florida International University Off-Campus Dual Enrollment Cooperative Agreement between The School Board of Miami-Dade County, Florida and Florida International University (FIU).

For many years, many of our District's high school students have participated very successfully in DE courses off-campus. Students find transportation to either Miami Dade College or Florida International University and interact with both college/university professors and students. The time has come to offer all students a more viable option for participating in DE courses through Florida International University. This Cooperative Agreement enables every high school to offer DE courses to students on the high school campus.

Section 1007.235 of the Florida Statutes requires that superintendents of school districts and presidents of state universities that serve the school districts develop and implement a comprehensive articulation agreement for students enrolled in their respective school district and service areas.

Mr. Jorge N. Zumaeta, Director, University College, oversees the articulation process at Florida International University.

Copies of the Florida International University Off-Campus Dual Enrollment Cooperative Agreement with Miami-Dade County Public Schools will be transmitted to School Board Members under separate cover and are available for inspection by the public in the Office of Board Recording Secretary, Room 924, and the Citizen Information Center, Room 158, 1450 NE Second Avenue, Miami, Florida 33132.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to enter into a Florida International University Off-Campus Dual Enrollment Cooperative Agreement between The School Board of Miami-Dade County, Florida, and Florida International University (FIU).

MRF/BZ:mf

Off-Campus Dual Enrollment
Cooperative Agreement

between

Miami-Dade County Public Schools

and

Florida International University

2009-2010 Academic Year

C-2

OFF CAMPUS DUAL ENROLLMENT COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, dated 17th day of September 2009, by and between **MIAMI-DADE COUNTY PUBLIC SCHOOLS** (hereinafter referred to as **MDCPS**), and **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, a State of Florida educational institution (hereinafter referred to as "FIU"),

WITNESSETH:

WHEREAS, the parties hereto desire to enter into a Cooperative Agreement for the education of secondary school-age students of the Miami-Dade County Public Schools in order to provide college level courses and credit for high school graduation through the dual enrollment provision, pursuant to § 1007.271, Florida Statutes, and applicable Florida law;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. The Miami-Dade County Public Schools, in cooperation with FIU, agrees to provide an educational program for the secondary school-age students in accordance with state law, the rules of the State Department of Education, and the Miami-Dade Public School Board, as follows:

1. **MATERIALS AND EQUIPMENT**: The Miami-Dade County Public Schools shall provide free of charge college textbooks, in accordance with §1007.271(14), Florida Statutes.

2. **FTE COUNT**: Public School Board personnel shall be responsible for conducting the FTE count. M-DCPS shall provide FIU with copies of all FTE information and reports pertaining to this Agreement, upon request.

3. EDUCATIONAL PROGRAM COST: Each individual Miami-Dade County Public School offering Dual Enrollment on its high school campus, shall pay FIU a nonrefundable fee of \$2,500 per school per term for administration costs, plus \$500 registration fee for each course per school per term.

4. STUDENT EDUCATIONAL RECORDS: To the extent authorized by law, student educational records, when requested by the FIU, shall be made available as provided by the School Board Rule 6Gx13- 5B-1.07. Student records will be maintained by the corresponding home school in which each student is enrolled.

5. RULES: The rules of the School Board shall be adhered to in relation to Miami-Dade County Public Schools teachers and other Miami-Dade County Public Schools employees. Notwithstanding the terms of this Item 7, Miami-Dade County Public Schools' teachers and other Miami-Dade County Public Schools' employees must comply with FIU's policies, procedures and regulations while performing activities on any of FIU's campuses.

B. FIU agrees to provide the following services covered by this agreement:

1. STUDENT RECORDS: Subject to applicable laws, all documentation, including, but not limited to, test results, course credits, anecdotal comments made by instructors, and any other educational records maintained by FIU, that will assist the Miami-Dade County Public Schools in providing an appropriate education for the students involved, will be available to Miami-Dade County Public Schools personnel and handled in accordance with state and federal confidentiality and privacy acts.

2. CONFIDENTIALITY OF STUDENT RECORDS: FIU understands and agrees that it is subject to all federal and state laws relating to the confidentiality of student information. FIU further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and School Board rules pertaining thereto. FIU shall treat all Miami-Dade Public Schools/FIU Cooperative Agreement Dual

Enrollment student information as confidential and will not disclose the student information to any third party, unless required by law.

3. COURSE OFFERINGS: Courses for dual enrollment shall be offered at times consistent with the schedule established for students in the Miami-Dade County Public Schools' high school programs.

4. ENROLLMENT PROCEDURES: Students and their parents will be provided with the forms and information necessary for applying for admission to the dual enrollment program at FIU and completing the required placement examinations. Students may enter or leave the program only at the start of a semester in August or January.

C. The parties hereto mutually agree as follows:

1. The program being provided through this Cooperative Agreement will continue in force from year to year unless terminated by either of the institutions through written notification. Notwithstanding the terms of this provision, termination notices shall not be effective until the end of the high school academic year at the time of the notice.

2. This Agreement may be modified or amended only by mutual, written consent of both parties.

3. DUAL PARTICIPATION: Continued participation in this program is dependent upon the student's continued satisfactory progress in all portions of the program, i.e., dual enrollment component and the Miami-Dade County Public Schools component. Failure to progress satisfactorily may result in dismissal from the program. A student may also be dismissed for failure to comply with either Miami-Dade County Public Schools rules, policies and procedures or FIU's regulations, policies and procedures. Reasonable efforts shall be made by the Miami-Dade County Public Schools teachers to work with students, parents, and FIU to resolve the problems(s) prior to dismissal.

4. NO THIRD PARTY BENEFICIARIES: The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by either of the parties to this agreement as a public corporation or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

5. NON-DISCRIMINATION: FIU represents and warrants to the Miami-Dade County Public Schools that FIU does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with FIU 's performance under this Agreement on account of race, color, sex, religion, age, handicap/disability, marital status or national origin. FIU further covenants that no otherwise qualified individual shall solely by reason of his/her race, color, sex, religion, age, handicap/disability, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

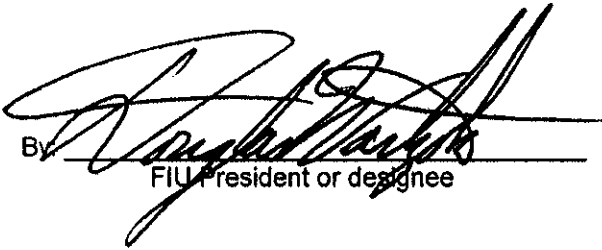
6. GOVERNING LAW AND VENUE: This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS: Subject to the limitations of Florida Statutes, § 768.28, the School Board agrees to indemnify and hold harmless FIU from and against any and all claims, suits, actions, damages, or cause of action arising out of the negligent acts of the Miami-Dade County Public Schools arising out of or in connection with the provisions of this Agreement. Subject to the limitations of Florida Statutes, § 768.28, FIU agrees to indemnify and hold harmless the Miami-Dade County Public Schools from and against any and all claims, suits, actions, damages, or cause of action arising out of the negligent acts of FIU arising out of or in connection with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove set forth.

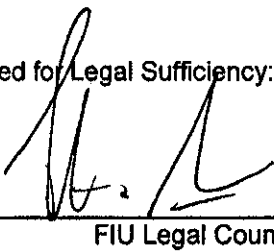
**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

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

By: 
FIU President or designee

By: _____
(Superintendent of Schools or Designee)

(Printed Name)

Reviewed for Legal Sufficiency:
By: 
FIU Legal Counsel

Approved as to form:
By: _____
School Board Attorney

9-17-2009