

**Memorandum of Understanding — Collegiate High School Program
District Board of Trustees of State College of Florida, Manatee-Sarasota and School
Board of Sarasota County, Florida**

This Memorandum of Understanding (“Agreement”) forms the agreement between the District Board of Trustees of State College of Florida, Manatee-Sarasota (“SCF”) and the School Board of Sarasota County, Florida (“District”) to establish one or more collegiate high school programs in accordance with s. 1007.273, Florida Statutes.

To provide this program opportunity, SCF and District hereby enter into this Agreement:

I. General Provisions of Agreement:

The parties agree to cooperate to offer an option for public school students in grade 11 or grade 12 participating in the program, for at least 1 full school year, to earn CAPE industry certifications pursuant to s. 1008.44, Florida Statutes, and to successfully complete 30 credit hours through the dual enrollment program under s. 1007.271, Florida Statutes toward the first year of college for an associate degree or baccalaureate degree while enrolled in the program.

II. Specific Provisions of Collegiate School Program:

- A. Grade Levels to be included shall be grades 11 and 12.**
- B. Several options for student participation: enrollment in State College of Florida Collegiate School (“SCFCS”), a high-performing, collegiate charter school where students earn an Associate Degree upon their high school graduation; or enrollment in Early Admission program (for Grade 12 only), which is a form of dual enrollment. Additionally, opportunities for CAPE approved certifications will be made available through these collegiate school programs. SCF shall keep the District apprised of CAPE approved certifications to be made available prior to commencement of Fall and Spring semesters during the term hereof.**
- C. SCF shall provide annual information sessions for prospective students/parents and an orientation for newly enrolled students/parents. Information about the collegiate high school program will be available at the sessions, as well as during advisement when registering for classes. The course requirements in the collegiate high school program shall be part of the SCF course catalog. Students are sent mailers to inform them of the SCFCS program, which will have a bullet point regarding the collegiate school high school program requirements. The Early Admission program is advertised via our College publications and also through the high school counselors. The return on investment for participants in the collegiate high school program is that they get a high school diploma, an AA degree and current workforce certifications should they take any CAPE certification courses, without cost to the families.**
- D. The collegiate high school program shall use face to face instructional methods, however online courses are also available for students on an as needed basis. The instructors are SCF regular college faculty for grades 11 and 12.**
- E. The first course planning session for students participating in the collegiate high school program through SCFCS is a 1:1 meeting with the certified counselor and the family. Course planning sessions follow each semester and have much direction in the academic “coaching” courses that all juniors and seniors enroll in during their studies. Progress**

monitoring is twice a semester as students complete progress reports. Students also check in with academic coach and counselor periodically through each semester. For students in Early Admissions, advisement is offered by the high school counselors.

- F. The Accelerated College Program at SCFCS is monitored and reviewed in its entirety by the state and the Manatee County School District. In addition, SCF conducts a periodic program review of its programs, and will be expanding that to include monitoring performance on CAPE certification exams.
- G. The Early Admissions and State College of Florida Collegiate School components of the collegiate high school program are already implemented and thus the funding arrangements are through existing agreements between the District and SCF. Details on courses and credits offered, student eligibility, and enrollment process and relevant deadlines can be found in the Early College Program Manual & Articulation Agreement, between the parties, most recently dated effective August 1, 2015, which Agreement between the parties is updated annually.
- H. Each student participating in a collegiate high school program must enter into a student performance contract which must be signed by the student, the parent, and a representative of the District and SCF. The performance contract must include the schedule of courses, by semester, and industry certifications to be taken by the student, student attendance requirements, and course grade requirements.

III. Term and Termination:

This Agreement shall begin on August 1, 2016 and continue for one (1) school year terminating on July 31, 2017, but may be terminated sooner upon the happening of any of the following events:

- A. This Agreement may be terminated by either party, in its sole discretion, upon thirty (30) days' written notice. In addition, this Agreement may be terminated at any time by either party in the event of a material breach by the other, provided, however, that if the alleged breach is reasonably capable of correction within a period of ten (10) business days, no termination shall be effective until written notice shall have been given to the party who is alleged to be in breach of this Agreement. If the alleged breach has not been corrected within ten (10) business days, the non-breaching party may then terminate this Agreement, effective immediately.
- B. To the extent then permitted by law, this Agreement shall be terminated immediately if either party shall make any assignment for the benefit of creditors, or shall file any petition under the Bankruptcy Act for reorganization, or file a voluntary petition of bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States or of the several states.

IV. Insurance and Indemnification:

- A. General Liability: Both parties to this Agreement are institutions of the State of Florida, and their "self-insurance" limitations are provided for by law.
- B. Worker's Compensation & Employers Liability: Both District and SCF are covered by their respective State of Florida workers compensation programs. Both parties to this

agreement agree that at no time shall the employees of District be considered employees of SCF and that SCF employees shall not be considered to be employees of District.

- C. **Indemnification:** To the extent permitted by Section 768.28, Florida Statutes, each party shall indemnify and hold harmless the other from and against any claims, liability, demands, expenses, proceedings, legal actions, attorneys' fees, court costs, and other fees arising from and out of the negligence of its respective officers, faculty, staff and employees, or agents or their successors and assigns. Nothing contained in the foregoing shall be construed as a waiver of either party's Sovereign Immunity under Federal or Florida Law.

V. **Notices:**

Any communications to be given hereunder by any party to the other parties, unless otherwise provided for, must be in writing and may be effected either by personal delivery or by United States certified mail, return receipt requested, postage prepaid, at the following addresses:

District Board of Trustees of State College of Florida, Manatee-Sarasota
Attention: Dr. Carol Probstfeld, President
P.O. Box 1849
Bradenton, FL 34206

School Board of Sarasota County
Attention: Lori White, Superintendent
1960 Landings Blvd.
Sarasota, FL 34231

VI. **Miscellaneous.**

- A. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action arising under this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.
- C. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by the party or parties against whom enforcement is sought.
- D. All understandings and agreements between the parties concerning the subject matter hereof are contained herein and the parties acknowledge that no representations or warranties have been made other than those specifically set forth herein.
- E. This Agreement is not assignable unless all parties to this Agreement approve of the assignment.
- F. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an

amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.

- G. All parties represent that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power and authority to convey and execute this Agreement and to otherwise comply with the terms and conditions of this Agreement.
- H. The title and captions of paragraphs and subparagraphs contained in this Agreement are provided for convenience of reference only, and they shall not be considered a part of this Agreement for purposes of interpreting or applying this Agreement; such titles or captions are not intended to define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.
- I. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular or plural, as the identity of the person or entity of the persons or entities may require.
- J. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Sarasota County does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.
- K. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, American's with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.
- L. The parties agree to comply with the provisions of the Civil Rights Act of 1991, the Civil Rights Act of 1964, and the Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and the Pregnancy Discrimination Act and the Family and Medical Leave Act. The parties further agree not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, genetic information, age or marital status.

Last Revision: December 2, 2015

Signatures:

DISTRICT BOARD OF TRUSTEES OF
STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

By: 
Print Name: EDWARD A. BAILEY
Chair

Date 1/26/16

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Print Name: SHIRLEY BROWN Date _____
Chair

Approved for Legal Content
December 8, 2015, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

