CAREER PATHWAYS ARTICULATION AGREEMENT BETWEEN VALENCIA COLLEGE AND THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

THIS CAREER PATHWAYS ARTICULATION AGREEMENT is entered by and between The School Board of Lake County, Florida, a political subdivision of the State of Florida ("School Board"), and the District Board of Trustees of Valencia College, Florida ("Valencia College"). School Board and Valencia College may also be referred to herein each individually as a "Party" and collectively as the "Parties."

WHEREAS, School Board is responsible for operating and controlling all public K-12 schools located in Lake County, Florida (collectively referred to herein as "Lake County Schools") and is the statutory contracting agent for Lake County Schools.

WHEREAS, pursuant to Rule 6A-10.024(1), of the Florida Administrative Code, School Board and Valencia College "shall plan and adopt policies and procedures to articulate programs so that students can proceed toward their educational objectives as rapidly as their circumstances permit."

WHEREAS, School Board and Valencia College agree to cooperate in the establishment, maintenance, and implementation of a discipline-specific agreement for seven technical programs (collectively referred to herein as the "**Programs**").

NOW, THEREFORE, School Board and Valencia College hereby agree as follows:

I. Articulated Components of this Agreement

Valencia College agrees to extend up to twelve (12) Valencia College credit hours for the following Lake County Schools courses as outlined below upon successful completion of program specific joint assessments as determined by Valencia College.

Lake County Schools	Industry Certifications	Valencia	Valencia College	College
Courses/Programs	industry Certifications	College Courses	Programs	Credits
Administrative Office	Microsoft Office Specialist	OST 2756C	Office	3
Specialist (8212500)	(MOS) 3 of 5 Bundle	MS Word	Administration;	
	(MICRO069)	OST 2858C	Business	3
Business Software Applications		MS Excel	Administration;	
1 (8212120) or business		OST 2854C	Medical Office	3
Software Applications 2		MS Office	Administration	
(8212160)				
Lake County Schools	Industry Cartifications	Valencia	Valencia College	College
Lake County Schools Courses/Programs	Industry Certifications	Valencia College Courses	Valencia College Programs	College Credits
Courses/Programs	Industry Certifications			_
Courses/Programs Legal Administrative	Industry Certifications	College Courses	Programs	Credits
Courses/Programs	Industry Certifications Microsoft Office Specialist	College Courses OST 2756C	Programs Office	Credits
Courses/Programs Legal Administrative Specialist (8212000)	· ·	College Courses OST 2756C MS Word	Programs Office Administration;	Credits 3
Courses/Programs Legal Administrative Specialist (8212000) Digital Information Technology	Microsoft Office Specialist	College Courses OST 2756C MS Word OST 2858C	Programs Office Administration; Business	Credits 3
Courses/Programs Legal Administrative Specialist (8212000)	Microsoft Office Specialist (MOS) 3 of 5 Bundle	OST 2756C MS Word OST 2858C MS Excel	Programs Office Administration; Business Administration;	Credits 3 3
Courses/Programs Legal Administrative Specialist (8212000) Digital Information Technology	Microsoft Office Specialist (MOS) 3 of 5 Bundle	College Courses OST 2756C MS Word OST 2858C MS Excel OST 2854C	Programs Office Administration; Business Administration; Medical Office	Credits 3 3

Legal Administrative Specialist (8212000 Accounting Applications 1 (8203310) and/or Accounting Applications 2 (8203320)	QuickBooks Certified User (INTUT001)	ACG 2450C Computer Accounting	Accounting Technology; Administration Office Management; Business Administration	3
Lake County Schools Courses/Programs	Industry Certifications	Valencia College Courses	Valencia College Programs	College Credits
Applied Cyber Security (9001300) Computer and Network	TestOut PC Pro or CompTIA+	CET 2178C A+	Network Engineering Technology;	6
Security Fundamentals (9001320)	(CompT001)	Concepts Hardware and CET 2179C A+ Concepts Software	Electronics Engineering Technology;	
Cybersecurity Essentials (9001330)	TestOut Network Pro or CompTIA Network+ (COMPT006)	CET 2486C Local Area Networks	Computer Information Technology	3
Lake County Schools Courses/Programs	Industry Certifications	Valencia College Courses	Valencia College Programs	College Credits
Building Construction Technologies 8720300 Building Construction Technologies 1 (8720310) and Building Construction Technologies 2 (8720320)	NCCER Construction Technologies NCCER008, or LEED Green Associate GRBCI002, NCCER Electrical – Level 1 (Secondary) NCCER010, NCCER Masonry – Level 1 (Secondary) or NCCER025 or HBI PACT HBINS004	BCN 1272 Construction Blueprint Reading	Construction and Civil Engineering Technology A.S. degree or Computer Aided Drafting & Design A.S. degree	3
Lake County Schools Courses/Programs	Industry Certifications	Valencia College Courses	Valencia College Programs	College Credits
Building Construction Technologies 1 (8720310) and Building Construction Technologies 2 (8720320)	Joint assessment developed by Valencia College requires a minimum passing score of 70% and consists of: 1. Interview; 2. Drafting Portfolio submission; and 3. PPT presentation and Resume. The interview is conducted by a secondary teacher, vocational-technical instructor, and/or Valencia College College professor. PPT presentation and resume are evaluated by secondary or vocational-technical instructors.	ETD 1103C Engineering & Graphics Drawing w/CAD	Construction and Civil Engineering Technology A.S. degree or Computer Aided Drafting & Design A.S. degree	3
Lake County Schools Courses/Programs	Industry Certifications/Joint Assessment	Valencia College Courses	Valencia College Programs	College Credits

Architectural Drafting	Joint assessment developed by	ETD 1031C		3
8101100	Valencia College requires a minimum passing score of	Introduction to Construction &		
Drafting 1 8725010 and Drafting 2 8725020	70% and consists of: 1. Interview; 2. Drafting Portfolio submission; and 3. PPT presentation and Resume. The interview is	Drafting		
	conducted by a secondary teacher, vocational-technical instructor, and/or Valencia College professor. PPT presentation and resume are evaluated by secondary or vocational-technical instructors.		Construction and Civil Engineering Technology A.S. degree or Computer Aided Drafting & Design A.S. degree	
Drafting 1 8725010 and Drafting 2 8725020 or Drafting 1, 2 and 3 8725030	Autodesk Certified User – AutoCAD Certification (ADESK002) or Autodesk Certified Professional- AutoCAD Drafting and Design Technology (ADESK021)	ETD 1103C Engineering & Graphics Drawing w/CAD		3
Drafting 1 8725010 and Drafting 2 8725020 or Drafting 1, 2 and 3 8725030	Autodesk Certified User Revit Architecture ADESK008.	BCN 1303C Building Information Modeling		3
Lake County Schools	Industry Certifications	Valencia	Valencia College	College
Culinary Arts 8800500	Certified Food Protection	College Courses FOS 2201C	Programs	Credits
Culinary Arts 8800500 Culinary Arts 1 (8800510) and/or Culinary Arts 2 (8800520)	Manager (ServSafe) NRAEF003 with minimum score of 75% Or National ProStart Certificate of Achievement NRAEF002 – Year 1 examination with passing score	Food Service Sanitation Management	Baking & Pastry Management A.S. degree or Culinary Management A.S. degree or Restaurant & Food Service Management A.S. degree	3
Culinary Arts 3 (8800530) and/or Culinary Arts 4 (8800540)	Pro-Start Certification of Achievement (NRAEF002) - Year 2 examination with passing score	FSS 1203C Food Production and Service I	Culinary Management A.S. degree or Restaurant & Food Service Management A.S. degree	3
Lake County Schools	Industry Certifications	Valencia College	Valencia College	College
Courses/Programs	Cartified Hautiquitum	Courses PLS 1010C	Programs Plant Science and	Credits
Agriscience Foundations 1 (8106810) and Introductory Horticulture 2 (8121510) and Horticulture Science 3 (8121520)	Certified Horticulture Professional (FNGLA001)	Introduction to Plant Science <i>and</i> ORH 1510C Ornamental Plant Materials 1	Agricultural Technology A.S. degree	6
Horticulture 8121600 Agriscience Foundations 1 (8106810) and	AEST Agricultural Biotechnology Specialist or AEST Agricultural Communications Specialist or	PLS 1010C Introduction to Plant Science	Plant Science and Agricultural Technology A.S. degree	3

Introductory Horticulture 2	AEST Agricultural Mechanics		
(8121510) and	Specialist or		
Horticulture Science 3	AEST Agriculture Associate or		
(8121520)	AEST Agriculture Systems		
	Associate		

Lake County Schools Courses/Programs	Industry Certifications	Valencia College Courses	Valencia College Programs	College Credits
Engineering Pathways 9400300 Introduction to Engineering Design (8600590)	Certified SolidWorks Associate (CSWA) SOLID003	ETD 2355C 3D CADD	Construction and Civil Engineering Technology A.S. degree or Computer Aided Drafting & Design A.S. degree	3
Civil Engineering and Architecture (8600590)	Autodesk Certified User – AutoCAD Certification (ADESK002)	ETD 1103C Engineering & Graphics w/CAD		3
Civil Engineering and Architecture (8600590)	Autodesk Certified User Revit Architecture (ADESK008)	BCN 1303C Building Information Modeling		3

Should changes be made in either the Valencia College curriculum or the School Board curriculum that may require other Valencia College credit courses be articulated, these courses may be substituted for those above by written notice from Valencia College to School Board without the need to amend this Agreement, and this Agreement shall remain in effect (as modified by the substituted courses) without any further action required by either Party.

II. Provisions of This Agreement

- **A.)** <u>Joint Assessment</u>. To receive Valencia College credit for a specific course by joint assessment, students attending Lake County Schools must meet the following criteria:
 - The student must be enrolled in an articulated, sequenced program of study, which includes a technical component and leads to a technical postsecondary certificate or degree or apprenticeship program.
 - 2) Receive a grade of "C" or above in the required high school course(s).
 - 3) Satisfactorily pass the Career Pathways joint assessment(s) in the articulated courses.
 - 4) Meet all regular Valencia College admission requirements.
 - 5) Enroll in at least one (1) college credit course under a program at Valencia College within twenty-four (24) months after graduating high school.
 - 6) After initial enrollment at Valencia College, the student must contact the Valencia College Career Pathways office and present industry certification certificate to receive the credits.

B.) Administration of Joint Assessment.

- 1) School Board shall facilitate the coordination of the joint assessment process with each Lake County Schools high school.
- 2) Valencia College shall provide annual updates to the joint assessment guidelines and criteria.
- 3) Lake County Schools high school faculty shall identify students eligible to participate in the

- joint assessment.
- 4) Lake County Schools high school faculty shall participate in the administration of the joint assessment.
- 5) Valencia College shall provide annual reports of the joint assessment results to School Board.
- 6) In accordance with the Family Educational Rights and Privacy Act and 34 C.F.R. §99.31(2), School Board shall provide Valencia College with all student data necessary to process the articulated credit.

III. Miscellaneous Provisions

- **A.**) Conflict of Law. This Agreement does not supersede or release School Board or Valencia College from any legal or other obligations set forth by the Florida State Board of Education or the State of Florida and that if any part(s) of this Agreement is (are) in conflict with any law, statute, or rule, then such part(s) shall be deemed inoperative to the extent it conflicts there within and shall be modified to conform to such law, statute, or rule.
- **B.)** Funding Out. To the extent any external funding is required by Valencia College in order to implement this Agreement and funding for such purposes is not appropriated to Valencia College by the Legislature of the State of Florida or is not otherwise available to Valencia College, Valencia College shall thenceforth have no further financial obligations hereunder. In the event Valencia College does not have sufficient legislative appropriations to carry out any obligations under this Agreement, it shall immediately notify School Board of such fact and of such portions of this Agreement that may be deemed terminated as a result of such failure of appropriations.
- C.) Term, Renewal, and Termination. This Agreement is effective for the 2022-2023 academic school year. This Agreement shall automatically renew thereafter for successive academic school years unless and until terminated in accordance herewith. This Agreement may be terminated, without cause, by the terminating Party giving written notice to the nonterminating Party no less than sixty (60) days prior to the end of the then-current academic school year. Notwithstanding the foregoing, if either Party fails to follow the terms and conditions of this Agreement, then the other Party has the right, but not the obligation, to terminate this Agreement immediately upon giving written notice to the other Party.
- **D.**) <u>Assignability.</u> This Agreement is binding on and shall inure to the benefit of Valencia College, School Board, and their respective successors and assigns; provided, however, that neither Party may assign any of its rights or obligations contained in this Agreement without the other Party's prior written consent.
- **E.)** Modification. Except as otherwise provided for herein, this Agreement may not be modified or amended nor shall any provision of it be waived except in writing signed by Valencia College and School Board, or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of either party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Valencia College and School Board, or their respective agents acting under express written authority to do so.
- **F.)** Governing Laws. The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement.

Valencia College and School Board hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the state courts serving Lake County, Florida and Valencia College and School Board hereby waive any challenge to personal jurisdiction or venue in such courts.

- G.) Entire Agreement. This Agreement constitutes the entire agreement between Valencia College and School Board and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.
- **H.**) Severability. If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then the validity of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.
- I.) Non-Discrimination. The parties mutually represent and warrant to the other that there shall be no discrimination in connection with either parties' performance under this agreement on account of age, race, color, handicap, disability, gender, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement. The parties further covenant that no otherwise qualified individual shall, solely by reason of his/her race, color, handicap, disability, gender, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.
- **J.**) No Third Party Beneficiaries. The parties expressly acknowledge that this 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 constructed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement.
- K.) Confidential Information. All student records, data, personnel records, and other confidential information (collectively "Confidential Information") that comes within Valencia College's possession in connection with this Agreement shall be held in confidence by Valencia College in strict compliance with all confidentiality and disclosure provisions of all applicable federal, state, and local laws, rules, and regulations, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act, Chapter 1002 of the Florida Statutes, Rule 6A-1.0955 of the Florida Administrative Code, and all relevant policies of School Board (collectively referred to herein as "Privacy Laws"). Valencia College expressly acknowledges and understands that it may not disclose any Confidential Information that meets the definition of "Education Records" under FERPA without the prior consent of the applicable parent or student and that Valencia College's use of such information is only authorized for the purposes for which the information was disclosed to Valencia College by School Board. Valencia College understands and acknowledges that any unauthorized disclosure of Confidential Information may violate Privacy Laws and may result in penalties other than damages for which Valencia College shall be liable and for which Valencia College hereby expressly indemnifies and holds School Board harmless from and against.

- L.) <u>Florida's Public Records Laws.</u> This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's public records laws and laws relating to records retention.
- **M.)** Counterparts. This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. An electronic or facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as an original.

<u>Construction.</u> This Agreement shall be construed as if it were jointly prepared by Valencia College and School Board and any uncertainty or ambiguity shall not be construed against any one party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

N.) <u>Authority.</u> Valencia College and School Board each represent and warrant that: (a) it has full power and authority to execute and deliver this Agreement and to perform all of its duties and obligations created hereunder, (b) no provisions of this Agreement or the performance of its duties or obligations hereunder conflict with any other agreement to which it is a party or by which it is bound, and (c) the person executing this Agreement possesses full authority to do so and to lawfully and effectively bind the entity such person purports to represent.

IN WITNESS WHEREOF, School Board and Valencia College have executed this Agreement on the dates shown below.

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA		THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA		
Marc Dodd Board Chair	Date	Dr. Kathleen Plinske President	Date	
Diane S. Kornegay Superintendent	Date	Isis Artze Vega Vice President Academic Affairs	Date	