

**CAREER PATHWAYS
ARTICULATION AGREEMENT**

**Between
VALENCIA COLLEGE
AND
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**

This agreement (the "Agreement") is entered into this, _____ day of _____, 2023 by and between The School Board of Marion County, Florida ("School Board"), situated in Marion County, Florida, on behalf of the public high schools operating under the School Board's jurisdiction; and the District Board of Trustees of Valencia College, Florida, a political subdivision of the State of Florida ("Valencia College"), situated in Orange County, Florida.

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

WHEREAS, by virtue of the provision of the State Board of Education Regulations for the Operations of Community Colleges and County School Boards, Fla. Admin. Code R. 6A-10.024, Articulation between Universities, Community Colleges, and School Districts, Paragraph 1 states each state university president, community college board of trustees, and district school board 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. Universities, community colleges, and school districts shall exchange ideas in the development and improvement of implementation of student acceleration mechanisms. They shall establish joint programs and agreements to facilitate articulation, acceleration, and efficient use of faculty, equipment, and facilities.

NOW, THEREFORE, School Board and Valencia College agree to abide by the provisions herein below:

I. Articulated Components of this Agreement

Through the Career Pathways program, Valencia College agrees to extend up to 12 college credit hours for the high school courses outlined in Appendix A, upon successful completion of program specific joint assessments as determined by Valencia College.

If changes are made in either the Valencia College curriculum or the School Board curriculum that require that other Valencia College credit courses be articulated, these courses will be substituted for those above by notifying the appropriate Career Pathways personnel at the School Board and Valencia College. This agreement will remain in place without any further action required.

II. Provisions of This Agreement

A. Joint Assessment

To receive Valencia College college credit for a specific course by joint assessment, high school students must meet the following criteria:

1. The student must be identified as a Career Pathways student, defined as a student in an articulated, sequenced program of study, which includes a technical component and leads to a technical postsecondary certificate or degree and/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 the regular college admission requirements.
5. After high school graduation, enroll in at least one (1) college credit course under a program at Valencia College within twenty-four (24) months from graduating high school.
6. After initial enrollment in Valencia College, the student must contact the Career Pathways office at Valencia College to receive the credits.

B. Administration of Joint Assessment

1. The School Board will facilitate the coordination of the joint assessment process with the high schools.
2. Valencia College will provide annual updates to the joint assessment guidelines and criteria.
3. The high school faculty will identify students eligible to participate in the joint assessment.
4. The high school faculty will participate in the administration of the joint assessment.
5. Valencia College will provide annual reports of the joint assessment results.
6. In accordance with the Family Educational Rights and Privacy Act and 34 C.F.R. § 99.31(2), The School Board will provide Valencia College with the student data necessary to process the articulated credit.

III. Miscellaneous Provisions

A. Conflict of Law

This Agreement does not supersede or release the School Board or Valencia College from any legal or other obligations set forth by the 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) will be deemed inoperative to the extent it conflicts there within and will be modified to conform to such law, statute, or rule.

B. Funding Out

To the extent any external funding is required by Valencia College 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 will immediately notify the School Board of such fact and of such portions of this Agreement that are deemed terminated as a result of such failure of appropriations.

C. Terms of Agreement

This Agreement shall be effective on the date last signed by the parties and will terminate at the end of the business day 6/30/2024. Renewal of this agreement for three additional one year periods is contingent upon the same terms and conditions, the satisfactory performance of the parties, and the availability of funds. All parties will work collaboratively to stay informed of any curriculum/program changes that may impact the articulated programs in this agreement. If it is determined that the agreement needs to be modified or updated due to program changes, both institutions will be notified accordingly of the updates or changes that need to be made. If either party fails to follow the terms and conditions of the Agreement as set forth herein, the other party has the right to terminate this Agreement immediately upon written notice to the other. Any modifications, additions, or deletions to this agreement must be in writing and signed by the signatories of this document or their successors.

D. Amendments

The provisions of this Agreement may only be amended, supplemented, waived, or changed in writing with specific references to this Agreement and signed by both parties.

E. Governing Laws

This Agreement is governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue for any litigation related hereto will be in Marion County, Florida.

F. Entire Understanding

This Agreement represents the parties' entire understanding and agreement with respect to the subject matter hereof and supersedes any and all other communications and negotiations by and between the parties.

G. Non-Discrimination

The parties agree that no person will be subjected to discrimination in connection with either parties' performance under this agreement on account of age, race, color, disability, gender, marital status, national origin, pregnancy, and religion, . The parties further covenant that no otherwise qualified individual will, solely by reason of his/her race, color, disability, gender, marital status, national origin, pregnancy, and religion be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

H. No Third-Party Beneficiaries

Nothing in this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of

this Agreement, or to confer any rights on any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

I. Confidentiality of Student Records

The parties understand and mutually agree that they are subject to all federal and state laws and School Board rules relating to the confidentiality of student information. The parties further mutually agree to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. The parties will regard all student information as confidential and will not disclose student information to any third party.

J. No Waiver of Sovereign Immunity. Nothing in this Agreement is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under §768.28, Fla. Stats. (2018). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

IN WITNESS WHEREOF, the School Board and Valencia College have adopted this Agreement and cause the same to be executed by their respective officers, in accordance with Fla. Admin. Code R. 6A-10.024, Articulation between Universities, Community Colleges, and School Districts.

FOR:

THE SCHOOL BOARD OF
MARION COUNTY, FLORIDA

By: _____
Allison Campbell DSC, Chair

Date: _____

By: _____
Diane V. Gullett, Ed.D., Superintendent

Date: _____

FOR:

THE DISTRICT BOARD OF TRUSTEES
OF VALENCIA COLLEGE, FLORIDA

By: _____
Dr. Kathleen Plinske, President

Date: _____

By: _____
Dr. Isis Artze Vega, Provost and
Vice President Academic Affairs

Date: _____

Appendix A

High School Courses/Programs	Assessment	VC Courses	VC Programs	College Credits
Building Construction Technologies 1 (8720310) and Building Construction Technologies 2 (8720320)	Passing score on any of the following industry certifications: NCCER Construction Technologies NCCER008 NCCER Electrical-Level 1 (Secondary) NCCER010 NCCER Masonry-Level 1 (Secondary) NCCER025	Construction Blueprint Reading BCN 1272	Construction and Civil Engineering Technology (CCET) A.S. degree	3
Total Credit Hours				3

High School Courses/Programs	Assessment	VC Courses	VC Programs	College Credits
Culinary Arts 1 (8800510) and/or Culinary Arts 2 (8800520)	Passing score on the following industry certifications: Pro-Start Certification (NRAE002) – Year 1 or Certified Food Protection Manager (ServSafe) with minimum score of 75%	Food Service Sanitation Management FOS 2201	Baking & Pastry Management A.S. degree or Culinary Management A.S. degree or Hospitality and Tourism Management A.S. degree – Restaurant & Food Service	3
Culinary Arts 3 (8800530) and/or Culinary Arts 4 (8800540)	Passing score on Pro-Start Certification of Achievement NRAEF002 – Year 2	Food Production and Service I FSS 1203C	Culinary Management A.S. degree or Hospitality and Tourism Management A.S. degree – Restaurant & Food Service Specialization	3
Total Credit Hours				6

High School Courses/Programs	Assessments	VC Courses	VC Programs	College Credits
Health Science Anatomy & Physiology (8417100) Or Health Science Foundations (8417110)	Minimum grade of 77% on test approved by Valencia College and graded by high school faculty	Medical Terminology HSC 1531	Allied Health Sciences A.S. degree	3
Total Credit Hours				3

High School Courses/Programs	Assessments	VC Courses	VC Programs	College Credits
Biomedical Sciences 8708100 Or Industrial Biotechnology (8736000)	Assessment for award of credit is minimum 80% score on Bio Technician Assistant (CERHB001) to Biotechnology industry certification.	Introduction to Biotechnology BSC 1421C	Biotechnology Laboratory Science A.S. degree	4
			Total Credit Hours	4