

**CAREER PATHWAYS
ARTICULATION AGREEMENT**

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

This agreement (the "Agreement") is entered into this 23RD day of FEBRUARY, 2016 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 ("Valencia"), situated in Orange County, Florida.

WHEREAS, School Board and Valencia 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, Section 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 agree to abide by the provisions herein below:

I. Articulated Components of this Agreement

Through Career Pathways program, Valencia agrees to extend up to 12 College Credit hours for the following high school courses as outlined below upon successful completion of program specific joint assessments as determined by Valencia College.

High School Courses/Programs	VC Courses	VC Programs	College Credits
Building Construction Technologies 1 (8720310) and Building Construction Technologies 2 (8720320)	Introduction to Construction/Drafting Technology EDT 1031C	Civil/Surveying Engineering Technology A.S. degree or Drafting & Design Technology A.S. degree or Building Construction A.S. degree	3
Total Credit Hours			3

High School Courses/Programs	VC Courses	VC Programs	College Credits
Culinary Arts 1 (8800510)	Food Service Sanitation Management FOS 2201C	Baking & Pastry Management A.S. degree or Culinary Management A.S. degree or Restaurant & Food Service Management A.S. degree	3
Culinary Arts 2 (8800520)	Food Production and Service I FSS 1203C	Culinary Management A.S. degree or Restaurant & Food Service Management A.S. degree	3
Total Credit Hours			6

High School Courses/Programs	VC Courses	VC Programs	College Credits
Communications Technology 1 (8601010) Communications Technology 2 (8601020) Communications Technology 3 (8601030)	Layout, Design and Copy Preparation GRA 1203C	Graphics & Interactive Design Technology A.S. degree	3
Total Credit Hours			3

High School Courses/Programs	VC Courses	VC Programs	College Credits
Anatomy & Physiology (8417100) and Health Sciences Foundations (417110)	Medical Terminology HSC 1531	Allied Health Sciences A.S. degrees	3
Health Sciences Foundations (417110)	Professions of Caring HSC 1004	Allied Health Sciences A.S. degrees	3
Total Credit Hours			6

High School Courses/Programs	VC Courses	VC Programs	College Credits
Digital Video Production 1 (8772410) Digital Video Production 2 (8772420) Digital Video Production 3 (8772430)	Digital Video and Sound DIG 2030C	Digital Media Technology A.S. Degree	3
Total Credit Hours			3

High School Courses/Programs	VC Courses	VC Programs	College Credits
Foundations of Web Design (9001110)	Web Site Development COP 2822C	Computer Information Technology A.S. degree or Computer Programming & Analysis A.S. degree	3
Total Credit Hours			3

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

II. Provisions of This Agreement

A.) Joint Assessment. To receive Valencia 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 Communications Technology (Graphics) 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 into at least one (1) college credit course under a program at the College within twenty-four (24) months from graduating high school.
- 6) After initial enrollment in the College, the student must contact the Career Pathways office at the College to receive the credits.

B.) Administration of Joint Assessment.

- 1) Marion County School District will facilitate the coordination of the joint assessment process with the high schools.
- 2) The 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) The 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), Marion County School District 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 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) 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 the College in order to implement this Agreement and funding for such purposes is not appropriated to the College by the Legislature of the State of Florida or is not otherwise available to the College, the College shall thenceforth have no further financial obligations hereunder. In the event the College does not have sufficient legislative appropriations to carry out any obligations under this Agreement, it shall immediately notify the 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 2015-2016 academic year as defined by Valencia and shall be subject to annual review and renewal by Valencia and the School Board at the end of aforementioned academic year. This Agreement will be renewed for additional one (1) year periods unless either party provides the other written notice no later than sixty (60) days prior to the expiration of the Academic Year that it wishes to terminate this Agreement. 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 which is signed by both parties.
- E.) Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation related hereto shall be in Marion County, State of 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 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.

- H.) 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.

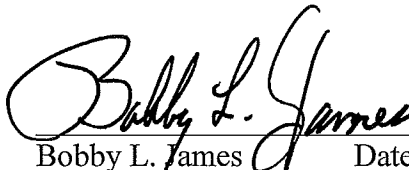
- I.) Confidentiality of Student Records. The parties understand and mutually agree that they are subject to all federal and state laws and School Board rules relating to the confidentiality of student information. The parties further mutually agree to comply with the Family Educational Rights and Privacy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

- J.) Florida's Public Records Laws. 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.

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

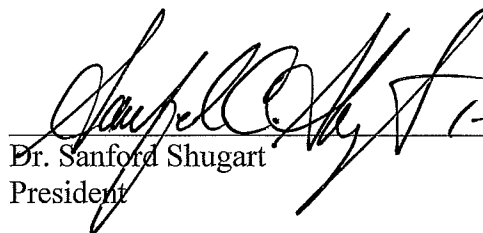
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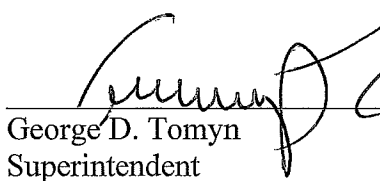
THE SCHOOL BOARD OF
MARION COUNTY, FLORIDA

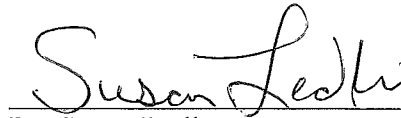
 FEB 23 2016
Bobby L. James Date
Chairman

FOR:

THE DISTRICT BOARD OF TRUSTEES,
VALENCIA COLLEGE

 1-20-16
Dr. Sanford Shugart Date
President

 FEB 23 2016
George D. Tomin Date
Superintendent

 1-20-16
Dr. Susan Ledlow Date
Executive Vice President/Chief Learning Officer