



ARTICULATION AGREEMENT

BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA ("BC")
AND

The School Board of Broward County, Florida (SBBC)
("Educational Institution")

This Articulation Agreement shall hereafter be referred to as the "Agreement," and BC and the Educational Institution shall hereafter be referred to as the "Parties."

Attached hereto and made a part of this Agreement are (1) the General Terms and Conditions attached as Exhibit "1," and (2) the courses and programs that BC will accept from the Educational Institution's graduates, attached as "Exhibit "2."

CONTRACT TERM:
2018-2023

EFFECTIVE DATE:
Upon Execution of the Parties' Signatures

BC's Articulation Officer:
Claudia Alvarado
Telephone No.: 954-201-7830
Fax No.: _____
E-mail: calvaral@broward.edu

Educational Institution's Articulation Officer:
Enid Valdez
Telephone No.: 754-321-8444
Fax No.: _____
E-mail: enid.valdez@browardschools.com

**The District Board of Trustees of
Broward College, Florida**

Educational Institution

DocuSigned by:
Mildred Coyne
Signature

Enid Valdez
Signature

Mildred Coyne
Print

Enid Valdez
Print

Executive Director, Workforce Ed
Title

Director CTACE
Title

9/14/2018
Date

8-1-18
Date



EXHIBIT "1"
TO THE ARTICULATION AGREEMENT

GENERAL CONDITIONS

This Agreement between the Parties is governed by Chapter 1007, Florida Statutes and the Rules of the State Board of Education. This is a no cost agreement to BC. The foregoing "General Conditions" are made an integral part of this Agreement:

1. Independent Contractors.

The Parties shall be considered independent contractors and nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Agreement.

2. Sovereign Immunity.

Each party shall be responsible for its own acts of negligence. Nothing herein shall be construed or interpreted as (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

3. 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 party person or entity under this Agreement.

4. Non Discrimination.

The Parties to this Agreement shall not discriminate against any employee or participant regarding responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law. Nor shall the Parties deny participation in or benefits arising out of this Agreement to any student, employee or participant or otherwise subject anyone to discrimination in any activity hereunder. The Parties shall take all measures necessary to effectuate these assurances.

5. Modifications.

This Agreement is subject to change only if the proposed change is reduced to writing and signed by both Parties.

6. Termination.

This Agreement may be terminated by either party upon written notice to the other party, given at least one full academic year in advance of such termination date.

7. **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents' request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

8. **Compliance with Laws.**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

9. **Governing Law.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal claims arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the State of Florida.

10. **Assignment.**

Neither party to this Agreement shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the other party. Any attempted assignment in whole or in part to this Agreement in violation of this provision shall be null and void.

11. **Entire Agreement.**

This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing.

12. **Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. Notice.

When either of the Parties desire to give notice to the other, such notice must be in writing, sent by certified U.S. Mail. The Parties are responsible for notifying the other party if there is a change of address or person(s) to be noticed. The Parties designate the following as the respective persons for receipt of notice:

Broward College

Contact: Claudia Alvarado
Address: 111 E. las Olas Blvd
City/State/Zip: Fort Lauderdale FL 33301
Phone: 954-201-7830
Email: calvara1@broward.edu

Educational Institution

Contact: Enid Valdez
Address: 1701 NW 23rd Avenue
City/State/Zip: Fort Lauderdale FL 33311
Phone: 754-321-8444
Email: enid.valdez@browardschools.c

Original Agreement
Goes to the Board of Trustees

Copy of Agreement
Goes to Originator

Exhibit 2 – Articulation

This agreement is entered into between BROWARD COLLEGE and THE SCHOOL BOARD OF BROWARD COUNTY, FL for the purpose of establishing a formal articulation between these two organizations with regard to students pursuing an **Industrial Management Technology of Associate of Science** degree program. Students who successfully complete one of the workforce development clock hour programs listed at Atlantic Technical College, McFatter Technical College, or Sheridan Technical College shall be awarded credit for the course listed in this Agreement.

Therefore, as a result of this assessment, subject to the conditions set forth below, students who successfully complete their program with the required level of proficiency and who are accepted for admission shall be entitled to:

SBBC Technical College Program	Clock Hours	Assessment Option:	BC Course and Credit(s)
Air Conditioning, Heating and Refrigeration Technology I470203/0647020106	1350	Program completion with "C" or better and HVAC Excellence Employment Ready Air Conditioning or Electrical Certification.	MNA1949 Industrial Technical Practicum (27 block credits)
Welding Technology I480500/8754500	1175	Program completion with "C" or better and American Welding Society Certification Examinations	
Automotive Collision Technology Technician T401300/0647060306	1400	Program completion with "C" or better and any ASE Certification from B2 to B5.	
Commercial Photography 877200/0650040600	1650	Program completion with "C" or better and one of the certifications: Adobe Certified Associated for Adobe Photoshop certificate OR the Certified Professional Photographer (CCP) by the Professional Photographic Certification Commission.	
Cosmetology D500100/0612040102	1200	Program completion with "C" or better and Cosmetology License from the Florida Department of Business and Professional Regulation.	
Drafting C100200/0615130100	1500	Program completion with "C" or better and American Design Drafting Association (ADDA) Architectural Certified Drafter.	
Electricity I460321/0646030202	1200	Program completion with "C" or better, OSHA 10 Hours, and HVAC Excellence Employment Ready Air Electrical Certification.	
Machining Technologies I480313/875400	1200	Program completion with "C" or better and MasterCAM Programmer Mill Level I	

STUDENT REQUIREMENTS:

To be eligible for award of credits at BROWARD COLLEGE, students must:

- 1) Successfully complete the technical courses and required certification by their chosen program area with a "C" or better in each course at the Technical College.
- 2) Be admitted into BROWARD COLLEGE.
- 3) Begin classes at BROWARD COLLEGE within two (2) years of the date of graduation from the program unless the program manager waives the time limitation.
- 4) Contact the Broward College Lead Articulation (954-201-7830) or the CTE Advisor (954-201-8611) to present official transcript and Certificate of Completion.
- 5) 25% of credits required for a degree must be earned by taking classes at BC to satisfy in residence requirements for graduation. Articulation Agreement credits appear on student transcripts as "CR." Letter grades are not awarded for Articulation credits. Credits earned through Articulation Agreements satisfies graduation requirements but may not be accepted as transfer credits at another institution. Students planning to transfer to other institutions should contact the college or university to determine if Articulation Agreement credits are accepted.

THE SCHOOL BOARD OF BROWARD COUNTY shall agree to the following:

- 1) Program shall be taught by an instructor with the qualifications necessary to meet Program Standards or approved by the Florida Department of Education.
- 2) Notify Broward College of any major curriculum or program changes.

BROWARD COLLEGE and THE SCHOOL BOARD OF BROWARD COUNTY shall agree to the following:

- 1) Share the implementation and recruitment responsibilities for the program.
- 2) Provide program information at the high schools, technical colleges and at each Broward College location.
- 3) Integrate the program into Career Pathway initiatives.

REVIEW PROCESS:

If curricular or programmatic modifications are made, the Articulation Agreement shall be updated; otherwise, institutional approval shall be required every five (5) years.