

**INTERINSTITUTIONAL ARTICULATION AGREEMENT BETWEEN  
THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA  
AND THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA  
FOR ORANGE TECHNICAL COLLEGE**

THIS AGREEMENT is entered into by and between The School Board of Lake County, Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (hereinafter referred to as the "LCSB"), and The School Board of Orange County, Florida, on behalf of Orange Technical College, whose address is 445 W. Amelia Street, Orlando, Florida 32801 (hereinafter referred to as the "OCSB").

WHEREAS, the Commissioner of Education has encouraged enhanced articulation agreements between public schools, community colleges, universities, and eligible independent colleges or career centers and has provided comprehensive guidelines for such agreements, and

WHEREAS, the OCSB and LCSB are presently entering into an agreement to enhance learning opportunities for qualified students in Lake County High Schools through the effective use of the option to enroll in postsecondary courses creditable toward high school completion and a career certificate, and

WHEREAS, Section 1007.271, Florida Statutes, specifies that articulation agreements pertaining to acceleration programs (dual credit and others) shall be executed between postsecondary institutions and school districts, and

WHEREAS, OCSB and LCSB desire to implement the statute to enhance articulation among the entities to improve educational opportunities for students who are served by the entities;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the Parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Purpose: The purpose of this Agreement is to permit students who complete the Building Construction Technology Program (8720300) in Lake County High Schools to receive postsecondary credit in the Orange Technical College Building Construction Technology Program (1460401).
2. Course Credit: OCSB agrees to extend four hundred fifty (450) hours of credit towards the Building and Construction Technology program, at no cost other than the application fee for admission, to eligible students who have completed the Building Construction Technology program at Lake County High Schools.
3. Student Credit Transfer: The students receiving transferring credits must achieve a minimum GPA of "C" or better in Building Construction Technology 1, 2, and 3, and provide an official signed copy of their student transcript to Orange Technical College. In order to have these courses recorded on an official Orange Technical College transcript, students must meet regular Orange Technical College entrance requirements and complete the Orange Technical College application and pay the application fee.

4. **Terms: The term of this Agreement shall be from July 1, 2020 through June 30, 2023.** Either party may terminate this Agreement by providing the other party with thirty (30) days written notice. Students enrolled at Orange Technical College under this Agreement at the time of termination shall be entitled to complete and receive credit for the enrolled courses.
5. **Student Records:** The Parties may provide personally identifiable student records to each other in the performance of this agreement. Such records may only be provided in accordance with applicable provisions of state and federal law and regulations, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.
6. **Compliance with Laws:** This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act of 2004 and all regulations, rules, and guidelines promulgated thereunder.
7. **Public Records:** The Parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.
8. **Violation of Laws:** The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated.
9. **Independent Contractor:** It is expressly understood by both Parties that neither party has authority or control over the other party's employees, officers, or agents.
10. **Notices:** Notices with respect to rights and obligations of each party hereto shall be provided as follows:
 

School Board of Lake County Francis Celis Director of College and Career Readiness 201 West Burleigh Boulevard Tavares, FL 32778	School Board of Orange County Melanie Stefanowicz Associate Superintendent 445 W. Amelia Street Orlando, FL 32801
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11. **Liability:** To the extent permitted by Florida law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment under this Agreement.
12. **No Waiver of Sovereign Immunity:** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13. **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 person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of any contract.
14. **Equal Opportunity Provision:** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, national origin, religion, sex (including pregnancy) or sexual orientation, or any other factor under respectively applicable federal, state, or local laws, rules and regulations, in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
15. **Remedies:** All rights and remedies provided in this Agreement are not intended to be exclusive of any other rights or remedies, and all rights and remedies shall be cumulative and shall be in addition to any other rights or remedies now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.
16. **Annual Appropriation:** The performance and obligations of both, OCSB and LCSB, under this Agreement, shall be contingent upon an annual budgetary appropriation by its governing body and/or the legislature. If either Party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such Party at the end of the period for which funds have been allocated upon written notice to the other Party at the earliest possible time before such termination. No penalty shall accrue to such terminating party in the event this provision is exercised, and such terminating party shall not be obligated or liable for any future payments due or any damages as a result of termination.
17. **Excess Funds:** Any Party receiving funds paid under this Agreement agrees to promptly notify the other party of any funds erroneously received upon the discovery of such erroneous payment or overpayment and to refund such excess funds payment.
18. **Governing Law:** This Agreement shall be interpreted and construed in accordance with laws of the State of Florida. Venue shall be in courts of competent jurisdiction located in Orange County, Florida.
19. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Reference in the preceding sentence to "assigns" shall not be deemed or construed to authorize, legitimize or render effective any assignment in violation of the provisions of the next paragraph.
20. **Assignment:** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other

party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.

- 21. Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 22. Force Majeure: Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, pandemics, acts of local state or federal government, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates under each signature.

THE SCHOOL BOARD OF LAKE COUNTY

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA,

By: Kristi Burns, Ph.D.  
Kristi Burns, Chairperson

Teresa Jacobs  
Teresa Jacobs, Chair

Date: 8-24-2020, 2020

Date: 8/17, 2020

Attest  
Diane Kornegay  
Diane Kornegay, M.Ed., Superintendent

Attest  
Barbara M. Jenkins  
Barbara M. Jenkins, Ed.D., Superintendent

Approved as to form and legality by the Office of Legal Services to the Orange County School Board on: 7-16-2020 Signature: V. Cocotag  
Print Name: VIRIAN COCOTAG

