

**Exhibit 2-a****TERMS OF THE AGREEMENT: 2017-2022**

Having undertaken and completed a comprehensive review and evaluation of each curriculum, instructional method, level of instruction, and available equipment and facilities, BROWARD COLLEGE has concluded that the technical skills or competencies mastered by students completing the **1200** hour the **Commercial Foods and Culinary Arts/Professional Culinary Arts & Hospitality (N100500) Post Secondary Adult Vocational (PSAV) Program** with a “C” or better are equivalent to those acquired by BROWARD COLLEGE students completing selected courses in the **Culinary Arts Management Associate of Science (2203)** degree program.

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:

<b>SBBC Technical College Program</b>	<b>BC Courses</b>	<b>Credits Granted</b>	<b>Assessment</b>
HMV0100 - Food Preparation	HFT1210 – Supervisory Management	3	Provide Certificate of Completion and transcripts displaying a minimum grade of ‘C’ in all courses. Must begin classes within two (2) years of the date of graduation.
HMV0170 – Cook Restaurant	FOS2201 – Food Service Sanitation & Safety	3	
HMV0171 – Chef/Head Cook	FSS2251 – Food & Beverage Management	3	
HMV0126 – Food Service Management	FSS1203C – Quantity of Food Production I	3	
	FSS2204C – Quantity Food Productions II	3	
	FSS1246C – Baking & Pastries I	3	
	FSS2247C – Baking & Pastries II	3	
	FSS1284 – Catering	3	
	FSS1240C – Classical Cuisine	3	
	FSS2500 – Food & Beverage Cost	3	

	FSS2248C – Garde Manger	3	
	FSS2242C – International & Regional Foods	3	
<b>Total Credits</b>		<b>36</b>	Total credits

**STUDENT REQUIREMENTS:**

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

- 1) Successfully complete the technical courses required 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 BC Program Manager (954-201-6372) or the CTE Advisor (954-201-6242) to present official transcript and Certificate of Completion.
- 5) Articulation credits appear on student transcripts as "CR". Letter grades are not awarded for Articulation. Credits earned through Articulation 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 credits are accepted.

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

- 1) Provide that the program be taught by an instructor with the qualifications necessary to meet FDOE accreditation standards.
- 2) Notify the 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 BC 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.

Once initially established and appropriate approvals are secured, the Articulation Agreement shall remain in effect until revised or revoked.

**OFFICIAL APPROVALS**

**INSTITUTION:**  
**THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA**

**INSTITUTION:**  
**BROWARD COLLEGE**



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:
2017-2022

EFFECTIVE DATE:
Upon Execution of the Parties' Signatures

BC's Articulation Officer:
Claudia Alvarado
Telephone No.: 954-201-7830
Fax No.:
E-mail: calvara1@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
Mildred Coyne
Print
Executive Director, Workforce Ed
Title
1/24/2018
Date

Enid Valdez
Signature
Enid Valdez
Print
Director
Title
11/3/17
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