

Name of Contract: Interinstitutional Articulation Agmt - Keiser College

_____ Board Item
 _____ Board Meeting Date

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

	Comments
Consistent with School Board Policy	✓
Consistent with Florida, federal and local laws	✓

Contract Terms:

	Comments
Term (Duration of Contract)	3/17/05 - 3/14/2010
Termination Clause	✓
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	None
Confidentiality Provision	✓
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	None
Governing Law & Venue	FL P Act

Business Principles:

	Comments
Sound Business Principles	✓
Reasonableness of Fees	Please refer to page N/A
Payment Terms -Lump sum, installments -Payment Due dates -Late fees	Please refer to page N/A

Other Issues:

	Comments
Conflict of Interest Disclosures	✓
Non-Negotiable Issues	None
Miscellaneous Issues	None
Appropriate Departmental Sign-off	✓

Special Considerations: _____

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

SJC Shank 1/27/05
 By: Attorney (Name and Date)

**Interinstitutional Articulation Agreement
Between the School District of Palm Beach County and
Keiser College**

THIS AGREEMENT is entered into by and among the Keiser College hereafter referred to as the College, the School District of Palm Beach County, hereafter referred to as the District,

WHEREAS, the Commissioner of Education has encouraged enhanced articulation agreements among public schools, community colleges, and universities and has provided comprehensive guidelines for such agreements, and

WHEREAS, the District and the College are presently entering into an agreement to enhance learning opportunities for qualified students in Palm Beach County high schools through the effective use of this post-secondary option, and

WHEREAS, Section 1007.271, Florida Statutes, specifies that articulation agreements pertaining to acceleration programs (dual credit and others) shall be executed between post-secondary institutions board of trustees and school district boards, and

WHEREAS, the District and the College desire to implement the statutes to enhance articulation among the entities to improve educational opportunities for students who are served by the entities;

NOW, THEREFORE BE IT RESOLVED that the District and the College agree to the following:

- A. Agreement as to Responsibilities: The District and the College agree to assume specific responsibilities for Post-secondary Career and Technical Education students.

- B. Acceleration Programs: It is the intent of the District and the College that a variety of articulated acceleration mechanisms are made available for secondary students. It is intended that articulated acceleration serve to shorten the time necessary for students to complete requirement associated with the conferring of a degree, broaden the scope of curriculum options available to students, or increase the depth of study available for a particular subject. Articulated acceleration mechanisms shall include, but not be limited to, dual enrollment, early admission, advanced placement, credit by examination, the International Baccalaureate Program and the several Academy/Magnet Programs. Details of the agreements of the programs are provided in Exhibit A (attached).

- C. TECH PREP Education Initiative: The District and the College agree to cooperate in the advancement of the TECH PREP Education Initiative to promote better preparation of all Palm Beach County students for post-

secondary education at the post-secondary institute, education centers, the community college and other colleges and universities

D. Other Articulation Understandings:

TERMINATION BY THE DISTRICT FOR CAUSE

If the institute is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed an account of its insolvency, or if it persistently or repeatedly refuses or fails to provide the services called for in this contract or if it disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a provision of the contract documents, then the Board may, without prejudice to any right or remedy and after giving the Institute (7) days written notice, terminate this agreement.

TERMINATION BY THE DISTRICT FOR CONVENIENCE

The Board reserves the right at any time and for any reason whatsoever, in the Board's absolute discretion, to terminate this Agreement and the services of the Institute by giving (30) days prior written notice to the College.

INDEMNIFICATION

The Institute agrees to defend, indemnify and hold harmless the Board from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out or resulting from the performance of this contract, provided that any such claim is caused in whole or in part by any negligent act or omission of the College or anyone directly or indirectly employed by the College or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the Board.

The School Board recognizes its liability for certain tortuous acts of its agents, officers, employees and invitees to the extent and limits in Section 768.28, Florida Statutes, the State of Florida's Partial Waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the School Board has under said Statute.

CONFIDENTIALITY

Institute is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the College acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

AND BE IT FURTHER RESOLVED, that this agreement shall commence on March 17, 2005 and shall continue through March 16, 2010, with an annual review and updates. The Director and the Superintendent may by mutual consent implement and change procedures and operational details specified in the exhibits

as necessary to carry out the intent of the agreement. The respective boards at the next annual review of this agreement will review such changes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

VICE-PRESIDENT OF KEISER COLLEGE

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY: _____
Colleen Rupp,
Vice-President

BY: _____
Thomas E. Lynch,
Chairman

Date: _____

Date: _____

Attest: _____

Attest: _____
Arthur C. Johnson, Ph.D.
Superintendent

General Counsel

Reviewed and Approved as to *form and*
legal sufficiency:

STC Stank

(Name of Attorney)

Date: _____

Date: 11/27/05