

Interinstitutional Articulation Agreement
Between the School Board of Palm Beach County and
Academy for Practical Nursing and Health Occupations

THIS AGREEMENT is entered into by and among the Academy for Practical Nursing and Health Occupations, a post-secondary institution, hereafter referred to as the Academy, and the School Board of Palm Beach County, hereafter referred to as the Board,

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 Board and the Academy 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 Board and the Academy 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 Board and the Academy agree to the following:

- A. Agreement as to Responsibilities: The Board and the Academy agree to assume specific responsibilities as determined in the attached Exhibit A for Post-secondary Career and Technical Education students.
- B. Acceleration Programs: It is the intent of the Board and the Academy 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, and advanced placement. Details of the agreements of the programs are provided in Exhibit A.
- C. TECH PREP Education Initiative: The Board and the Academy 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 BOARD FOR CAUSE

If the Academy 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 Academy (7) days written notice, terminate this agreement. In the event Academy's action negatively impact the health, safety or welfare of students; Board may terminate this agreement immediately.

TERMINATION BY THE BOARD 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 Academy by giving (30) days prior written notice to the Academy.

INDEMNIFICATION

The Academy 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 Academy or anyone directly or indirectly employed by the Academy or anyone for whose acts any of them may be liable.

The School Board recognizes its liability for certain tortious 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

Academy is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Academy 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 February 16, 2006 and shall continue through February 15, 2011 with an annual review and updates. The Executive Director and the Superintendent or designee 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.

**Addendum, Concerning Fingerprinting, to the Agreement
Between the School Board of Palm Beach County ("School Board")
and Academy for Practical ("Provider")
Nursing and Health Occupations**

The parties have entered into an Agreement ("Agreement") dated February 16, 2006 for the Provider to provide certain services to the School District. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who meets the above conditions and to require that all individuals in the organization who meet any of the above conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost Provider. If Provider can demonstrate that it is not practicable to have the fingerprinting done by the School District's Police Department, Provider will be permitted to have the fingerprinting and clearance done by another appropriate agency, with the report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider's services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[Provider]

The School Board of Palm Beach County

By: Lis M. Sackenberg, RN By: _____

Date: 12/14/05

Date: _____

ADDENDUM, Concerning Student Information, to the Contract

("the Contract") dated Feb 16, 2006, between The School Board of Palm Beach and

Academy for Practical Nursing and Health Occupations [vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates _____ [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: _____, _____, _____, _____, _____; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[Legal name of the Party]

The School Board of Palm Beach County

By: Lois M. Hackenheimer ^{rw}
[person having authority to enter legally-binding agreements on behalf of the Party]

By: _____

Date: 12/14/05

Date: _____

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

EXECUTIVE DIRECTOR OF
ACADEMY FOR PRACTICAL
NURSING AND HEALTH
OCCUPATIONS

BY: Lois M Gackenheim
Lois Gackenheim,
Executive Director

THE SCHOOL BOARD OF
PALM BEACH COUNTY,
FLORIDA

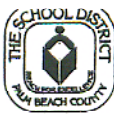
BY: _____
Thomas E. Lynch,
Chairman

BY: _____
Dr. Arthur C. Johnson,
Superintendent

APPROVED AS TO FORM
ATTORNEY FOR ACADEMY
FOR PRACTICAL NURSING
AND HEALTH
OCCUPATIONS

APPROVED AS TO FORM
ATTORNEY FOR THE
BOARD

Kimbalyn Hoel 12/14
Associate Counsel



TECH PREP ARTICULATION AGREEMENT
 BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
 AND
Academy for Practical Nursing and Health Occupations

REHABILITATION ASSISTANT
 Tech Prep Career Pathway

Health Science Education
 School District of Palm Beach County Program Area

HIGH SCHOOL COURSES	POST-SECONDARY COURSES GRANTED	HOURS GRANTED
Home Health Aide III 8417191 H.O.E. Directed Study 8400100 Nurse Assistant III 8417211	Home Health Aide/Nurse Assistant Home Health Aide Nurse Assistant	240 Clock Hours
Total:		240 Clock Hours

REQUIREMENTS

To be eligible for award of post-secondary credits Palm Beach County High School TECH PREP students must:

- ❖ Complete the above high school courses with a 75% or better grade average
- ❖ Begin classes within one year from date of high school graduation

Procedure for early application: Applications for advanced credit made prior to high school graduation will be accepted pending satisfactory completion of required high school courses.

Procedures for implementation of articulation:

Students will present evidence (high school transcript) of a 75% or better grade average or better in the above listed high school courses, as well as OCP certificate or completion certificate where applicable, to the APNHO Admissions Office prior to beginning postsecondary program classes.

All admission requirements apply.

School District of Palm Beach County Program Manager

Post-Secondary Institution Program Representative

Signature	<i>Lois M Gackenheimer RN</i>
Print	LOIS M GACKENHEIMER

Date: 12/14/05



TECH PREP ARTICULATION AGREEMENT
 BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
 AND
Academy for Practical Nursing and Health Occupations

PATIENT CARE ASSISTANT Tech Prep Career Pathway	Health Science Education School District of Palm Beach County Program Area
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HIGH SCHOOL COURSES	POST-SECONDARY COURSES GRANTED	HOURS GRANTED
Home Health Aide III 8417191 H.O.E. Directed Study 8400100 Nurse Assistant III 8417211	Home Health Aide/Nurse Assistant Home Health Aide Nurse Assistant	240 Clock Hours
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School District of Palm Beach County Program Manager		Post-Secondary Institution Program Representative	
Signature		Signature	<i>Lois M. Gackenheimer</i>
Print		Print	Lois M. GACKENHEIMER

Date: 12/14/05



TECH PREP ARTICULATION AGREEMENT
 BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
 AND
Academy for Practical Nursing and Health Occupations

PATIENT CARE TECHNICIAN Tech Prep Career Pathway	Health Science Education School District of Palm Beach County Program Area
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HIGH SCHOOL COURSES	POST-SECONDARY COURSES GRANTED	HOURS GRANTED
Home Health Aide III 8417191 H.O.E. Directed Study 8400100 Nurse Assistant III 8417211	Home Health Aide/Nurse Assistant Home Health Aide Nurse Assistant	240 Clock Hours
Total:		240 Clock Hours

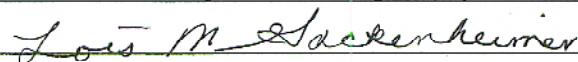
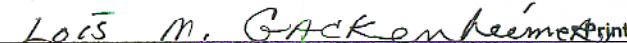
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School District of Palm Beach County Program Manager		Post-Secondary Institution Program Representative	
Signature		Signature	
			
Print			

Date: 12/14/05