

**Interinstitutional Articulation Agreement
Between the School Board of Palm Beach County and
Health Careers Institute, Inc.**

THIS AGREEMENT is entered into by and among the Health Careers Institute, Inc. hereafter referred to as HCI, and the School Board of Palm Beach County, hereafter referred to as the District,

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 District and HCI are presently entering into an agreement to enhance learning opportunities for qualified students in Palm Beach 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, the District and HCI 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 BE IT RESOLVED that the District and HCI agree to the following:

- A. Agreement as to Responsibilities: The District and HCI agree to assume specific responsibilities for post secondary Career and Technical Education students.
- B. Acceleration Programs: It is the intent of the District and HCI 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 District and HCI 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 HCI 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 District may, without prejudice to any right or remedy and after giving HCI (7) days written notice, terminate this agreement.

TERMINATION BY THE DISTRICT FOR CONVENIENCE

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

INDEMNIFICATION

HCI agrees to defend, indemnify and hold harmless the District 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 agreement, provided that any such claim is caused in whole or in part by any negligent act or omission of HCI or anyone directly or indirectly employed by HCI or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the District.

The District 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 District has under said statute.

CONFIDENTIALITY

HCI is subject to all District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, HCI 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. HCI will execute the attached addendum concerning student records, which is attached hereto as Exhibit B.

AND BE IT FURTHER RESOLVED, that this agreement shall commence on July 20, 2006 and shall continue through July 20, 2011 with an annual review and updates. The EMS 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.

JURISDICTION AND VENUE- This agreement shall be governed by the laws of the State of Florida, and if any dispute arises, then venue shall be in Palm Beach County.

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

EXECUTIVE DIRECTOR OF
Health Careers Institute, Inc.

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

BY: Tina Palermo
Tina Palermo,
EMS Director

By: _____
Thomas E. Lynch,
Chairman

Date: 6/5/06

Date: _____

Approved as to Form and Sufficiency
Attorney for HCI

By: _____
Dr. Arthur C. Johnson,
Superintendent

Date: _____

Date: _____

Approved as to Form and Sufficiency
Attorney for the School Board

Arthur C. Johnson

Date: 5/12/06

Exhibit B

ADDENDUM, Concerning Student Information, to the Consultant Contract Agreement ("the Contract") dated _____, between The School Board of Palm Beach and _____ [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: Tina Felton
[person having authority to enter legally-binding agreements on behalf of the Party]

By: _____

Date: 6/5/06

Date: _____

**Addendum Concerning Fingerprinting to the Agreement
Between the School Board of Palm Beach County ("School Board")
and _____ ("Contractor")**

The parties have entered into a Contract dated _____ for the Contractor to provide certain services to the School Board. The parties wish to amend the Contract based upon the terms and conditions contained herein. The following language is hereby incorporated into the Contract:

All contractual personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. All contractual personnel agree to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and subcontractors of the organization who meet any of the above conditions submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Contractor. Contract personnel shall not begin providing services contemplated by the Contract until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the Contractor (or discontinuation of the Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent nor representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this Contract.

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

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

[Contractor]

The School Board of Palm Beach County, Florida

By: _____

By: _____

Date: _____

Date: _____