

**Interinstitutional Articulation Agreement  
Between the School Board of Palm Beach County and  
Xavier University School of Medicine**

THIS AGREEMENT is entered into by and among the Xavier University School of Medicine hereafter referred to as XUSOM, 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 XUSOM 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 XUSOM 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 XUSOM agree to the following:

- A. Agreement as to Responsibilities: The District and XUSOM agree to assume specific responsibilities for post secondary Career and Technical Education students.
- B. Acceleration Programs: It is the intent of the District and XUSOM 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, 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 XUSOM 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 XUSOM 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 XUSOM (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 XUSOM by giving (30) days prior written notice to XUSOM.

**INDEMNIFICATION**

XUSOM 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 XUSOM or anyone directly or indirectly employed by XUSOM 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**

XUSOM is subject to all District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, XUSOM 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. XUSOM 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 May 17, 2007 and shall continue through May 17, 2012 with an annual review and updates. The Executive 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.

EXECUTIVE DIRECTOR OF  
XAVIER UNIVERSITY  
SCHOOL OF MEDICINE

THE SCHOOL BOARD OF  
PALM BEACH COUNTY,  
FLORIDA

BY: \_\_\_\_\_  
Cecil Bennett, M.D.  
President

BY: \_\_\_\_\_  
William G. Graham,  
Chairman

BY: \_\_\_\_\_  
Mannan Chaudhry, M.D.  
Chief Academic Officer

BY: \_\_\_\_\_  
Arthur C. Johnson, Ph.D.  
Superintendent

APPROVED AS TO FORM  
ATTORNEY FOR XUSOM

APPROVED AS TO FORM  
ATTORNEY FOR THE  
DISTRICT

\_\_\_\_\_

*Valentia R. Dillard*

\_\_\_\_\_  
Date

*4-20-07*  
\_\_\_\_\_  
Date