

**Agreement between Gaetz Aerospace Institute,  
Embry-Riddle Aeronautical University, Inc. and  
The School Board of Broward County, Florida  
Academic Years 2020- 2023**

**THIS AGREEMENT** made and entered into and effective on the date of final execution (herein the “Effective Date”) and between The School Board of Broward County, Florida a school DISTRICT within the State of Florida (hereinafter referred to as the **DISTRICT**), and Embry-Riddle Aeronautical University, Inc. a not-for-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as **ERAU**), to conduct work of mutual interest, which will be identified in a Statement of Work and Budget, Additional Terms and Conditions, and Dual Course List and Enrollment Plan attached hereto and identified as **Appendix A, B, and C** respectively. **ERAU** and the **DISTRICT** shall be referred to individually as (“Party”) and collectively as “Parties”.

**WHEREAS**, the Parties desire to contract with one another to provide dual enrollment opportunities for DISTRICT public school students with Embry Riddle’s Gaetz Aerospace Institute (hereinafter referred to as “GAI”).

**WHEREAS**, the Parties desire to enter into this Agreement for the education of secondary school-age students in order to provide college level courses and credit for high school graduation through the Career Dual Enrollment (“DE”) provision, pursuant to Section 1007.271, Florida Statutes, and applicable Florida law. This Agreement may also provide secondary students with advance high school programming in aerospace studies for high school credit, teacher technical training and professional development, and STEM outreach.

**NOW THEREFORE**, in consideration of the mutual promises herein made, it is agreed between the Parties hereto as follows:

**ARTICLE 1.0 SCOPE OF SERVICES**

- 1.1 The Parties agree to identify, define, develop, and implement activities, as described in the Statement of Work and Budget, **Appendix A** and the Additional Terms and Conditions as described in **Appendix B** incorporated herein by reference.
- 1.2 The following schools have been identified as locations providing dual enrollment, and high school course work to support career pathways and STEM outreach.
  - Blanche Ely High School
  - Cypress Bay High School
  - Coral Glades High School
  - Boyd H. Anderson High School
  - Henry D. Perry Education Center
  - Charles W. Flanagan High School
  - Lauderdale Lakes Middle School
  - Miramar High School

- Northeast High School
- Plantation High School

**ARTICLE 2.0 TOTAL AMOUNT ALLOTTED**

The Parties will enter into a firm fixed price agreement with ERAU for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as **Appendix A** and incorporated herein by this reference.

**ARTICLE 3.0 INVOICING**

ERAU shall submit invoices to the DISTRICT, and the DISTRICT shall pay ERAU for its satisfactory performance of the services in accordance with the terms set forth in **Appendix A** and **B**.

Invoices shall be submitted to:

Name & Title: James Payne, CTACE Supervisor  
 DISTRICT: The School Board of Broward County, Florida  
 Add 1: 1701 NW 23<sup>rd</sup> Avenue  
 Add 2: Ft Lauderdale, FL 33311  
 Phone: (754) 321-8420  
 Email: james.payne@browardschools.com

Payment shall be remitted to:

Tara Barber, Special Projects Accountant  
 Embry-Riddle Aeronautical University, Inc.  
 1 Aerospace Blvd  
 Daytona Beach, FL 32114-3900  
 386-226-6254  
[barbert8@ERAU.edu](mailto:barbert8@ERAU.edu)

**ARTICLE 4.0 PAYMENT**

4.1 The DISTRICT will make payment for the academic school year in accordance with **Appendix A Statement of Work and Budget** for 2020-21 and any addenda to this Agreement entered into by both Parties.

4.2 Payments for verified invoices for the 2020-21 academic school year (ASY) will be due as follows:

Date of Final Execution	50% of total amount due for ASY
April 1, 2021	50% of total amount due for ASY
Upon Receipt of Certification Dollars in Fall 2021 if Applicable	5% Cape Certification due for ASY

4.3 The DISTRICT’s payment for the 2021-22 and 2022-2023 academic school years is contingent upon an amendment to this Agreement that is signed by both parties with an updated Statement of Work (SOW).

**ARTICLE 5.0 EQUIPMENT**

ERAU shall provide equipment and textbooks at no cost to the DISTRICT. However, once the partnership between ERAU and the DISTRICT ends, all equipment and textbooks must be returned to ERAU within 30 days of request by ERAU.

## **ARTICLE 6.0 TERM AND TERMINATION**

6.1 This Agreement shall commence on the date of final execution and shall remain in effect until June 30, 2023, unless terminated earlier as provided in this Agreement.

6.2 Either party shall have the right to terminate this Agreement for its convenience, in whole, or in part, at any time with at least thirty (30) working days' prior notice.

6.3 A material breach shall include, but not be limited to, the following:

6.3.1 A Party becomes bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed to its business, or voluntary or involuntary petition in bankruptcy is filed, or proceedings for the reorganization of the other Party are instituted.

## **ARTICLE 7.0 CONFIDENTIAL INFORMATION**

7.1 The Parties agree that during the course of this Agreement, the Parties may disclose to each other certain Confidential Information. Confidential Information would include cost and budget information, courseware, insights into future plans by either Party, or other information that would expand the financial accountability of either Party beyond that required by the law and its internal procedures, or that would reveal that information to the public media, competitors, and/or other school DISTRICTs negotiating similar programs with ERAU. Subject to and only to the extent permitted by Chapter 119, Florida Statutes, any Party receiving Confidential Information shall hold such information in strictest confidence, shall not transfer by any means the said information to any third Parties without prior written consent of the disclosing Party, and shall not use or reproduce the said information for any purpose other than as reasonably required for the performance of the Agreement.

7.2 Subject to and only to the extent permitted by Chapter 119, Florida Statutes, each Party hereto shall at all times take all reasonable precautions which are necessary, useful, or desirable in order to prevent the disclosure or unauthorized use of Confidential Information of the other Party, and shall allow access to and disclosure of such information only to those of its employees as is specifically required for the purpose for which it is provided, and shall take responsible steps to ensure that all such employees are made aware of and comply with the receiving Party's obligations hereunder.

7.3 The foregoing obligations of confidentiality, use, and non-disclosure shall not apply to any information provided by the disclosing Party to the extent that the receiving Party can prove that:

7.3.1 Such information has been developed independently by one Party and was lawfully in its possession prior to the receipt thereof,

7.3.2 Such information lawfully is or became public knowledge through no breach of this Agreement by the receiving Party;

7.3.3 Such information is lawfully provided to the receiving Party without restriction by a third Party; or

7.3.4 Such information is considered a public record pursuant to Chapter 119, Florida Statutes and required to be disclosed by law.

7.4 The parties recognize that the DISTRICT is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Terms of this Agreement. To the extent ERAU provides DISTRICT any information which it believes is confidential or exempt, ERAU shall notify DISTRICT of the specific information that it believes is confidential, as well as the basis for the exemption. To the extent that ERAU maintains, which is subject to public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Pursuant to the terms of this Agreement, ERAU may receive from the DISTRICT records that may be exempt from public release, including but not limited to, personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. ERAU acknowledges and agrees that it may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior written consent of the DISTRICT. ERAU shall not allow anyone to obtain access to personally identifiable information from education records, or other exempt records, except in strict accordance with the requirements, if any, established by the DISTRICT in writing. Upon termination of the Agreement, ERAU shall, at the election of the DISTRICT, either destroy or return to the DISTRICT, all such information in its possession, if any, and confirm the same in writing to the DISTRICT. Notwithstanding any provision to the contrary contained in this Agreement, ERAU shall indemnify and hold the DISTRICT and its officers and employees harmless for any violation of this covenant, including but not limited to defending the DISTRICT and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the DISTRICT, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the DISTRICT arising out of the breach of this covenant by ERAU. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon ERAU until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

#### 7.5 DISTRICT Disclosure of Education Records.

- (a) DISTRICT will disclose education records to ERAU for the purpose of enrolling students in dual enrollment courses at ERAU.
- (b) DISTRICT will provide ERAU with the following education records:
  - A. High School Transcript, and
  - B. Unweighted High School Grade Point Average (GPA), and
  - C. either PSAT, SAT, ACT, Advanced Placement (AP) or Postsecondary Education Readiness Test (PERT) test scores.
- (c) ERAU and DISTRICT may provide personally identifiable student

records to each other in the performance of this Agreement without prior consent of the parent or student age 18 years or over. Such records are provided pursuant to Sections 1002.22, 1002.221, and 1002.225, Florida Statutes, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

#### 7.6 ERAU Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, ERAU shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to DISTRICT upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify DISTRICT immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate DISTRICT staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse DISTRICT any direct costs incurred by DISTRICT for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide DISTRICT with the name and contact information of its employee who shall serve as DISTRICT's primary security contact and shall be available to assist DISTRICT in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of DISTRICT, and any party contracting with DISTRICT serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at DISTRICT's request, return to DISTRICT or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide DISTRICT with a written acknowledgment of said disposition.

(c) ERAU shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless DISTRICT and its officers and employees for any violation of this section, including, without limitation, defending DISTRICT and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon DISTRICT, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon DISTRICT arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

## **ARTICLE 8.0 LIMITATION OF LIABILITY**

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that DISTRICT's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including

derelict and negligence), and strict liability howsoever caused or incurred for any reason whatsoever. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

## **ARTICLE 9.0 NOTICES**

9.1 No notice or communication pertaining to this Agreement, except as provided in Article 3 herein, shall be deemed to have been duly given by the Parties, unless addressed as follows or to such other address, individual or telecopy number as may be designated by notice given by a Party to the other Party from time to time:

**ERAU:** Nanette Guzman  
Director – Office of Sponsored Research Administration  
1 Aerospace Boulevard  
Daytona Beach, Florida 32114-3900  
guzmann2@ERAU.edu  
Phone: (386) 226-7695  
Fax: (386) 226-4901

**DISTRICT:** The School Board of Broward, Florida  
Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Director – CTACE  
The School Board of Broward County, Florida  
1701 NW 23<sup>rd</sup> Avenue  
Ft Lauderdale, FL, 33311  
(754) 321-8401

Director, Secondary Learning  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
754-321-2119

9.2 Any such notice, request, requirement, approval, permission, consent or other communication in connection with this Agreement shall be given in writing and, if delivered by hand shall have been so delivered, or by registered mail shall be deemed to have been received by the addressee on the day on which it shall have been received, or if faxed, shall be deemed to have been received by the addressee upon electronic acknowledgement.

## **ARTICLE 10.0 RELATIONSHIP OF THE PARTIES**

The Parties hereto shall act as independent contractors and nothing herein contained shall be construed as creating any other relationship between the DISTRICT and ERAU, nor shall it be construed as creating any relationship with the other Party's employees. Each Party agrees that none of its employees is an employee or agent of the other Party. No Party hereto shall, without the prior written consent of the other Party, enter into any contract or commitment in the name of or on behalf of the other Party or bind the other Party in any manner whatsoever.

## **ARTICLE 11.0 COMPLIANCE WITH LAWS**

11.1 The Parties shall comply with any laws, rules, and regulations in force in the location where the Program is performed, as well as codes of conduct, if any, concerning security and safety of its employees or representatives.

11.2 At all times relevant hereto, ERAU shall maintain all appropriate occupational and professional licenses as necessary to fulfill its obligations under this Agreement.

## **ARTICLE 12.0 STANDARDS OF CONDUCT**

The Parties recognize that the standards of deportment and conduct for faculty and students in the GAI must be appropriate to the requirements of a professional education program and the Federal, State, and local laws applicable to public education in the DISTRICT. The Parties further agree that the more stringent of the standards of deportment and conduct established for GAI in general and in the ERAU Student Handbook available at <http://www.erau.edu/aerospace-institute/students-instructors/student-handbook/index.html> will govern behaviors in the GAI.

## **ARTICLE 13.0 DISPUTE RESOLUTION**

13.1 The Parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction and venue of the United States of America, State of Florida, State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida, without regard to otherwise applicable choice of law provisions.

13.2 In case of dispute that cannot be resolved by mutual agreement, the Parties agree to good faith efforts to resolve any disputes between them by means of mediation using a mutually agreed mediator. Each side shall bear its own costs and expenses. Nothing about this provision shall bar either Party from seeking appropriate injunctive relief in Florida courts to prevent an imminent, irreparable harm.

## **ARTICLE 14.0 INDEMNIFICATION**

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. In no event shall either party be liable to the other

under any theory of strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral or similar damages, each of which is hereby excluded by agreement of the parties regardless of whether or not such party has been advised of the possibility of such damages.

#### **ARTICLE 15.0 FORCE MAJEURE**

No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or other cause beyond such Party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party's financial condition or negligence). Except as expressly provided otherwise in Agreement, dates and times by which any Party is required to perform and obligations under this Agreement and the Statement of Work shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting such obligation by reason of any cause beyond its reasonable control, provided the Party prevented from performing its obligations notifies the other Party immediately of the commencement and nature of such cause and the probable consequences thereof with appropriate details, and provides further that such Party will use reasonable efforts to comply with its obligations in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are available.

#### **ARTICLE 16.0 CONFIDENTIALITY OF AGREEMENT/PUBLICITY**

Subject to and only to the extent permitted by Chapter 119, Florida Statutes, the Parties shall secure each other's prior written approval before any information relating to this Agreement is released to anyone other than employees of any of the Parties requiring the information for the performance of their duties with respect to the matters contemplated in this Agreement, and which have agreed to be bound by confidentiality undertakings.

#### **ARTICLE 17.0 ASSIGNMENT**

The Parties acknowledge that this Agreement has been entered in consideration of the Parties mutual confidence in each other and the Parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently, neither this Agreement nor any of the respective rights or obligations of the Parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained sublet, or otherwise disposed of, in whole or in part, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or unduly delayed.

#### **Article 18.0 FLORIDA STATUTE 1011.62 (1)(o)**

An amendment to s. 1011.62(1)(o), F.S., added provisions to allow for funding of CAPE Industry Certifications and CAPE Acceleration Industry Certifications earned through dual enrollment. CAPE industry certifications earned through dual enrollment must be reported and funded pursuant to Section 1011.80, Florida Statutes. However, if a student

earns a certification through a dual enrollment course and the certification is not a fundable certification on the postsecondary certification funding list, or the dual enrollment certification is earned as a result of an agreement between a school district and a nonpublic postsecondary institution, such as this, the bonus value shall be funded in the same manner as other nondual enrollment course industry certifications. In such cases, the school district may provide for an agreement between the high school and the technical center, or the school district and the postsecondary institution may enter into an agreement for equitable distribution of the bonus funds.

Several ERAU courses have Industry Certification preparation embedded in their course work.

For the purposes of this Agreement, if dual enrollment certification is earned on ERAU courses with CAPE certifications, the equitable distribution of funds is set at 5% to ERAU in year 1; To Be Determined in year 2; and To Be Determined in year 3. Each year's percentage will be dictated based on the availability of state grant dollars. Districts are encouraged to utilize Industry Certifications as a means for future sustainability.

#### **Article 19.0 COMPLETE AGREEMENT**

19.1 This Agreement supersedes all previous agreements between the Parties related to the subject matter hereof and represents the entire understanding between the DISTRICT and ERAU in relation to the subject matter dealt with herein.

19.2 This Agreement shall not be amended or modified, and no waiver of any provision shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

#### **Article 20.0 AUTHORITY**

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR SBBC:**

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

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

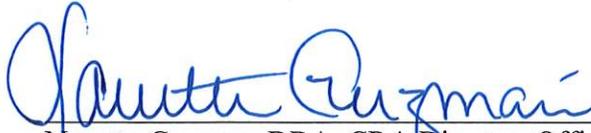
Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**For Embry-Riddle Aeronautical University**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers or representatives.

  
Nanette Guzman, DBA, CRA Director, Office of Sponsored  
Research Administration

8/5/20  
Date

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 5th day of August, 2020 by Nanette Guzman of OSR, Embry-Riddle Aero. Univ. on behalf of the corporation/agency.

He/She is personally known to me or produced identification and did/did not first take an oath. My Commission Expires:

\_\_\_\_\_  
Type of Identification  
Linda A. Quinn  
Signature – Notary Public

(SEAL)  Linda A. Quinn  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG952976  
Expires 12/28/2021

LINDA A. QUINN  
Printed Name of Notary  
GG952976  
Notary's Commission No.

## Appendix A

### Statement of Work and Budget

#### ASY 2020-2021 Course Sections

##### 2020 Fall Semester/Spring Semester 2021

1. High School Course Sections	19
2. Dual Enrollment Course Sections	30
Total Sections	49

Course Monitor Fees	\$ 3,000
Faculty Costs	\$10,500
Fringe Benefits	\$ 1,080
Dual Enrollment Section Cost	\$15,000
High School Section Cost	\$ 4,750
Subtotal	\$34,330
Indirect Costs	\$ 7,896
Total Price	\$42,226

Grant funds will cover the cost of all technical training, travel for professional development, equipment, supplies, textbooks, teacher stipends, program management, student industry certification exams and programs in UAS and Private Pilot Ground school, teacher industry certification exams and training programs in UAS and Private Pilot Ground School, professional industry conferences when possible and other aviation opportunities as they may arise.

#### Payment

The DISTRICT will make payment for the 2020-2021 academic school year in accordance with this schedule and any addenda to this Agreement entered into by both Parties. Payments will be due as follows:

date of final execution	<u>\$21,113.00</u>	(50% of total due)
April 1, 2021	<u>\$21,113.00</u>	(50% of total due)
Sub-Total Due	\$42,226.00	
Total Due	\$42,226.00	+ 5% of Cape Certification Dollars upon receipt of funds in Fall of 2021

## Terms and Conditions

### Appendix B

#### Additional Terms and Conditions

##### Purpose

Dual enrollment courses are postsecondary courses that eligible students can take to earn both secondary and college or career certificate credit facilitating accelerated progress toward a post-secondary certificate or degree. The Gaetz Aerospace Institute (GAI) of Embry-Riddle Aeronautical University, Inc. (ERAU), Contract Committee meets annually in the spring to go over the current year's agreements and discusses changes that are required due to changes in statute or rule and any changes desired by either the school district or the college. A draft document is prepared by University personnel and sent to all members of the Committee for additional changes or approval. Once the document is in its final draft, copies are sent to the school districts to take to their School Boards for approval and signatures. Once approved and signed, copies are sent to Embry-Riddle Aeronautical University, Inc. (ERAU) to be approved and signed by designated ERAU personnel. Signed hard copies are mailed to the school district personnel.

The Agreement should be completed annually by July 1 of each year.

##### **A. A ratification or modification of all existing agreements**

Once the Agreement is signed by both parties, the Agreement will be active for the upcoming academic school year and provide two optional years that will become active only after an amendment to this Agreement is signed by both parties with an updated Statement of Work (SOW). This Agreement covers **dual enrollment**, but also course work to support career pathways, outreach, and teacher preparation. Legislative changes that occur after the final draft of this document which impact the 2020-2023 academic school years will take precedence.

##### **B. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program**

1. References to *students* in this document mean any student enrolled in a GAI - ERAU course.
2. GAI will provide information to the secondary schools regarding requirements for participation in, and the educational benefits to be derived from dual enrollment.
3. The secondary schools, in turn, will utilize printed, published,

electronic, or other media to notify students and their parents or guardians of the opportunity to participate in these programs. The secondary schools will additionally provide information, using these same methods, to students and their parents or guardians, of the eligibility criteria for participation in these programs.

4. GAI will post application deadlines and registration dates on its dual enrollment website.
5. GAI's Program Coordinators, Faculty and staff will work with district and school officials on targeted dual enrollment recruiting activities.

**C. A delineation of courses and programs available to students eligible to participate in dual enrollment, outreach and career pathway courses.**

1. Courses to be provided by GAI under this Agreement will be mutually agreed upon by GAI and the DISTRICT and will avoid unnecessary duplication of existing courses. Current law allows for any course in the Statewide Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment.
2. GAI will furnish each school with a copy of the current courses (and URL for Web access) with descriptions for each course in which a student may be enrolled. Specific courses to be provided on school campuses in the participating districts shall be mutually agreed upon by the School Board and GAI.
3. Students (age 18) who wish to take college credit courses that contain a study abroad or travel component (during summer only) must receive the permission of their secondary school principal, parent/guardian and the DISTRICT before participating. If the permission is granted, the student shall be exempt from the payment of the registration, matriculation and laboratory fees. However, the student is responsible for the full cost of travel to include meals, lodging, and transportation.

**D. A description of the process by which students and their parents exercise options to participate in the dual enrollment program**

Students and the parent/guardian of students wishing to pursue participation in the GAI program must contact their secondary school guidance counselors to discuss admissions criteria and to obtain the necessary application information.

1. Application Process - Students interested in enrollment must meet with their secondary school guidance counselor or principal for permission to participate in the program. Students must submit the GAI paper application complete with parent signature. Applications for new students

must be submitted to instructors within 10 days of the start of the semester for the student to be eligible to enroll in courses.

Once the instructor has verified the paper application is complete, **the student must complete the online application** by accessing the link on the GAI website. Special care should be taken to enter information correctly; this will create the official ERAU student account. The student will receive an email from ERAU with their student ID number and instructions to activate their ERNIE account once their application has processed.

The student is responsible for providing any documents needed for eligibility. This may include secondary school transcripts or placement test scores.

All documentation must be received by ERAU by the posted deadlines. If a student does not meet eligibility criteria or does not submit paperwork by the posted deadline, they will not be eligible to enroll.

2. Registration - GAI brochures will be provided to guidance counselors by ERAU to better help students and parents understand the requirements, admission, enrollment, procedures, and benefits of program participation.

Instructors will supply their students with the correct course and section number during open registration and students will self-register online. Students should verify their enrollments by logging in to their ERNIE accounts and reviewing their student center records. Students are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. It is the student's responsibility to notify ERAU's GAI office if they change schools or withdraw from secondary school.

3. Withdrawal Process – dual enrollment students will follow the university's withdrawal policy. Students have the option to withdraw from a course(s) within the withdrawal period. The student must see their guidance counselor to complete the withdrawal form. The student and counselor must sign the form and send to the ERAU – GAI dual enrollment Specialist to process. Forms must be received by the withdrawal deadline. The student will receive a W on their transcript for the attempt in the course. Students who withdraw two times are no longer eligible to participate in the program.

Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards as outlined in the ERAU

Student Handbook. This could include a sanction ranging from a warning to permanent dismissal from ERAU. <http://daytonabeach.erau.edu/Assets/daytonabeach/forms/daytonabeach-student-handbook.pdf>

Each course taken through dual enrollment will count toward the student's total attempted hours once they graduate secondary school. If the student takes unnecessary course work, it could impact Federal Financial Aid and university excess hour fees in the future. It is the responsibility of school guidance counselors to share this information with parents.

4. Grade Distribution - All students enrolled in dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Grades will be electronically transmitted securely by GAI to the student's secondary school for posting.

**E. A list of any additional initial student eligibility requirements for participation in the dual enrollment program**

1. Student eligibility requirements for initial and continued enrollment in career certificate dual enrollment courses must include a 2.5 unweighted high school grade point average. Exceptions to the required grade point averages may be granted on an individual student basis if the educational entities agree and the terms of the agreement are contained within the dual enrollment articulation agreement
2. The secondary schools shall identify those students qualified and interested in participation of dual enrollment classes. The secondary school administrators will approve student eligibility for participation in these classes. The student must be enrolled in their County Public School System or Private School Organization and must be working towards a secondary school diploma to participate in dual enrollment.
3. Parent/Guardian signature is required on the application.
4. Dual enrollment courses are weighted at least at the honors level on the secondary school transcripts. Any course taken becomes a permanent part of the student's academic record. Students will earn secondary school and college credit for the course dual enrollment (concurrent enrollment). If a student does not successfully complete their course(s) it could affect future financial aid eligibility.
5. Students are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. It is the student's

responsibility to notify the GAI office if they change schools or withdraw from secondary school.

6. Students who earn an “F” grade in a course are no longer eligible to enroll in GAI courses.
7. Students who earn a “D” grade may retake that one class. Courses may only be repeated once.
8. Students who take dual enrollment classes are in actual college classes. They are not easier because the student is still in secondary school. The college’s accreditation agency requires all students to be held to the same requirements.
9. Students must be labeled as at least a sophomore in secondary school for consideration for dual enrollment courses. Students are no longer eligible for dual enrollment once they successfully complete 4 years of enrollment in secondary school or graduation, whichever comes first. Any exceptions to the requirements must be approved by both the secondary school and GAI.
10. Students who will graduate from secondary school prior to completion of the post-secondary course may not register for the course through dual enrollment. This means that secondary school seniors may NOT take a Summer A course as dual enrollment or as a regular college student since they have not officially graduated from secondary school prior to the start of that term.

**F. A delineation of the secondary school credit earned for the passage of each dual enrollment course**

1. The school district will ensure that appropriate secondary school credit will be awarded upon successful completion of dual enrollment classes.

**G. A recommended procedure for informing students and their parents of college-level course expectations**

1. GAI will supply secondary school guidance counselors with dual enrollment brochures which include application instructions to inform students/parents of the requirements and benefits of participation in the program.
2. Instructors will remind students that dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction. Instructors will provide students with a course syllabus outlining course requirements.
3. Students are informed that they should plan to study at least two to three hours outside of class for every hour they are in the class to be successful

in college level courses. In addition, guidance counselors should inform parents that dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

**H. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis**

There will be no exception made to the required grade point averages for academic or career dual enrollment without prior approval by both GAI and the HS administration.

1. The registration policies for dual enrollment courses as determined by the postsecondary institution.
2. Dual enrollment students will follow the college's procedures for drop, withdrawal and petition policies.
3. The beginning and ending dates of courses offered during the regular day in the secondary school facilities will follow the secondary school schedule and calendar.

**I. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution**

ERAU employees serving as dual enrollment faculty in the GAI approved to teach college courses under this Agreement will annually attend a new faculty or adjunct orientation conducted by GAI where they will receive a copy of the Gaetz Faculty Guidebook, which includes the Web address of the Student Handbook, add/drop, withdrawal, and grading policies, as well as the ERAU Student Code of Conduct and critical dates. These instructors are expected to adhere to the professional guidelines, rules, and expectations presented in each handbook.

**J. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members**

1. The School Board shall annually assess the demand for dual enrollment and provide that information to GAI for assistance in planning classes in the ERAU scheduling system.
2. GAI shall be responsible for ensuring that the quality of instruction provided to dual enrollment students is comparable to that afforded other ERAU students. To this end, the following will apply to dual enrollment courses taught on secondary school campuses:
  - a. Dual enrollment faculty shall be provided with a full-time ERAU

faculty contact or liaison in the discipline they are teaching.

- b. Dual enrollment faculty shall be provided a copy of course plans, objectives and relevant ERAU Institutional Master Course Outline (MCO's). These objectives and outcomes must be included in the course syllabus.
  - c. The course syllabus must be provided to students and filed with the GAI discipline chairperson prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at ERAU.
  - d. Textbooks and instructional materials used in dual enrollment courses must be the same or comparable with those used in courses taught on the ERAU Daytona Beach campus. If not identical, they must be approved by the discipline chairperson at the college.
  - e. For academic disciplines where a departmental exam is used, the final exam will be provided to the dual enrollment faculty by ERAU prior to the scheduled administration dates.
3. The secondary school administration will recommend qualified secondary school teachers as instructors for dual enrollment courses. To be qualified, faculty selected to teach dual enrollment classes must submit an adjunct application to their administrative contact at GAI ERAU, along with their postsecondary transcripts. The instructors must meet ERAU faculty credentialing requirements set by Southern Association of Colleges and Schools (SACS) Commission on Colleges' *Principles of Accreditation: Foundations for Quality Enhancement, 2012 Edition* (section 3.7.1).
  4. In the absence of qualified secondary school instructors, ERAU may provide adjunct instructors to teach dual enrollment courses on secondary school campuses.
  5. GAI secondary school instructors who teach dual enrollment courses will be evaluated by the secondary school administration using the district-wide evaluation instrument. These instructors shall also be observed for evaluative purposes by a GAI Regional Manager, or faculty liaison in accordance with GAI faculty evaluation processes. Secondary school faculty that instruct an ERAU course will follow the school board's guidelines for the performance of employees when evaluating these dual enrollment instructors. Copies of Instructor performance evaluations will be maintained by the district and ERAU. This will include following the procedures for sharing and discussing the performance assessment tool/process with those being evaluated at least 20 days prior to the classroom observation;
    - a. scheduling the observation in advance;

- b. providing a copy of the performance assessment to the instructor within ten (10) working days after the observation;
  - c. allowing the instructor to submit a written rebuttal to be placed with the assessment document in his/her personnel file housed in the Human Resource Office at ERAU;
  - d. And allowing the instructor the right to inspect, review, and copy the contents of his/her personnel file. Results of GAI's observation will be shared with the district administrator.
6. Dual enrollment courses taught on a secondary school campus may not be combined with any non-college credit secondary school course.
  7. As is appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not to be modified to accommodate variations in student age and/or maturity.
  8. Any course-, discipline-, college-, or system-wide learning assessments required by the college in non-dual enrollment sections of a course shall also be administered in all dual enrollment sections of the course.
  9. GAI shall analyze student performance in dual enrollment course offerings on secondary school and college campuses to ensure that the level of preparation for future success is comparable with non-dual enrollment college students. Analyses and recommendations shall be shared and reviewed with principals and school district administrators.
  10. IMPORTANT: If a secondary school wants to offer 30 credits or more on their campus, they must submit a request to ERAU's Senior Vice President for Academic Affairs at least 9 months in advance. If approved by ERAU officials, the secondary school and school district administrators will work with college officials to create and submit a "substantive change" to SACS. Approval must be received from SACS before the additional courses on the secondary school campus may be advertised or offered.

**K. The responsibilities of the school district regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program**

1. Student screening for eligibility and participation is the responsibility of the secondary school principals according to district and state requirements.
2. The secondary school counselor shall identify those students qualified to participate in dual enrollment classes on a semester basis and will verify their continued eligibility throughout their participation. This verification will be conducted after grades are posted each semester. The counselor will notify GAI's dual enrollment officer when a student's eligibility status

changes.

3. The secondary school counselor will work with students to include dual enrollment course plans to minimize enrollment in a random selection of ERAU-GAI courses.
4. GAI instructors will provide academic advising services to dual enrollment students, monitor their progress and attendance in dual enrollment classes, and provide progress and attendance reports to their secondary school at the college mid-term and upon completion of the college term.
5. Students and their parents will be informed of college-level course expectations.
6. Students attending dual enrollment classes held in secondary school facilities during regular school hours will be subject to the school district and FAA attendance policies when applicable. Required documentation of enrollment will be reported to the school district's MIS offices and ERAU Records office.
7. Students may enroll in courses conducted during school hours or extended school hours. However, if the student is projected to graduate from secondary school before the scheduled completion date of a post-secondary course, the students may not register for that course through dual enrollment. The student may apply to ERAU and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees.
8. **CODE OF STUDENT CONDUCT:** Students taking dual enrollment classes on their secondary school campus will be subject to their school district's code of conduct. If a student in secondary school class is found to have plagiarized any portion of his/her course work or assignments, the instructor will notify ERAU's Dean of Students and the student will be subject to the same disciplinary actions as other students taking courses on the ERAU campus, regardless of disciplinary action is taken by their school district. If a student is disruptive to the learning process through their classroom behavior so that the progress of other students or the efficient administration of the course is hindered, a student may lose the opportunity to participate in the dual enrollment course, regardless of eligibility requirements for continued enrollment.
9. **STUDENT RECORDS:** The parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and the Family Educational Rights and Privacy Act, 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232 f, including but not limited to provisions

related to confidentiality, access, consent, length of retention, and security of student records.

**L. The responsibilities of GAI regarding the transmission of student grades in dual enrollment courses to the school district.**

1. Students with unsatisfactory progress reports should be counseled by the secondary school guidance counselor immediately upon receipt of the college reports.
2. All students enrolled in dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Instructors will submit grades to the student's secondary school and to ERAU.
3. If a dual enrollment student earns an F grade in any course(s) during one semester he/she will no longer be eligible to participate in dual enrollment. A student who earns a D grade will be permitted to retake that one course if offered, course may only be repeated once.

**M. Accountability**

This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the representative authorized to commit the school districts and Gaetz Aerospace Institute of Embry-Riddle Aeronautical University but shall be executed before registration for the fall term of the following school year. Courses of study and programs are to be incorporated into the Agreement before instruction begins. This Agreement shall be valid for the 2020-2023 academic school year.

## Appendix C

### EMBRY RIDDLE DUAL COURSE LIST AND ENROLLMENT PLAN FOR 2020-21

Location	FALL 2020			SPRING 2021			Instructor
	Course			Course			
Blanche Ely HS	AS	120	Principles of Aeronautical Science	AS	220	Unmanned Aircraft Systems	ADJUNCT-Savage, Ravel
Boyd H. Anderson HS	AS	120	Principles of Aeronautical Science	AS	220	Unmanned Aircraft Systems	ADJUNCT-Isaac, Joanne
Boyd H. Anderson HS	AS	121a	Private Pilot Operations	AS	121b	Private Pilot Operations	ADJUNCT-Isaac, Joanne
Boyd H. Anderson HS		CAP	The Journey of Flight		CAP	The Journey of Flight	Peters, Robert
Boyd H. Anderson HS		CAP	The Journey of Flight		CAP	The Journey of Flight	Peters, Robert
Boyd H. Anderson HS		CAP	The Journey of Flight		CAP	The Journey of Flight	Peters, Robert
Boyd H. Anderson HS		CAP	The Journey of Flight		CAP	The Journey of Flight	Peters, Robert
Boyd H. Anderson HS		RPO	Remote Pilot Operations		RPO	Remote Pilot Operations	Peters, Robert
Coral Glades HS		CAP	The Journey of Flight		CAP	The Journey of Flight	McGinley, Sherri
Coral Glades HS		CAP	The Journey of Flight		CAP	The Journey of Flight	McGinley, Sherri
Cypress Bay	AS	120	Principles of Aeronautical Science	AS	220	Unmanned Aircraft Systems	ADJUNCT-Aguerre, Lourdes
Cypress Bay	AS	235	UAS Ops & XCountry Data Entry	AS	222	UAS Security	Ochoa, Mario
Charles W Flanagan HS		RPO	Remote Pilot Operations		RPO	Remote Pilot Operations	Torres, Sam
Charles W Flanagan HS		RPO	Remote Pilot Operations		RPO	Remote Pilot Operations	Torres, Sam
Charles W Flanagan HS	AS	120	Principles of Aeronautical Science	AS	220	Unmanned Aircraft Systems	ADJUNCT-Nicholson, Andrew

Henry D. Perry Educ Ctr		CAP	The Journey of Flight			CAP	The Journey of Flight	Thames, Gabriel
Henry D. Perry Educ Ctr		RPO	Remote Pilot Operations			RPO	Remote Pilot Operations	Thames, Gabriel
Lauderdale Lakes MS		CAP	Aerospace Dimensions			CAP	Aerospace Dimensions	McKenzie, Robert
Miramar HS		CAP	The Journey of Flight			CAP	The Journey of Flight	Martin, James E
Miramar HS		CAP	The Journey of Flight			CAP	The Journey of Flight	Martin, James E
Miramar HS	AS	120	Principles of Aeronautical Science		AS	220	Unmanned Aircraft Systems	Martin, James E
Miramar HS	AS	121a	Private Pilot Operations		AS	121b	Private Pilot Operations	Martin, James E
Miramar HS	AS	235	UAS Ops & XCountry Data Entry		AS	222	UAS Security	Martin, James E
Miramar HS	BA	201	Principles of Management		BA	310	Airport Management	Martin, James E
Northeast HS	AS	120	Principles of Aeronautical Science		AS	220	Unmanned Aircraft Systems	ADJUNCT-Isaac, Joanne
Northeast HS	AS	121a	Private Pilot Operations		AS	121b	Private Pilot Operations	ADJUNCT-Isaac, Joanne
Northeast HS		CAP	The Journey of Flight			CAP	The Journey of Flight	Barrios, Bryan
Plantation HS		RPO	Remote Pilot Operations			RPO	Remote Pilot Operations	Vallone, Joseph
Plantation HS		USI-sUAS	sUAS Safety Certification			USI-sUAS	sUAS Safety Certification	Vallone, Joseph
Plantation HS		USI-sUAS	sUAS Safety Certification			USI-sUAS	sUAS Safety Certification	Vallone, Joseph
Plantation HS		CAP	The Journey of Flight			CAP	The Journey of Flight	Vallone, Joseph
Plantation HS		CAP	The Journey of Flight			CAP	The Journey of Flight	Vallone, Joseph
Plantation HS	BA	201	Principles of Management		BA	201	Principles of Management	Butler, Gina
Plantation HS	BA	201	Principles of Management		BA	201	Principles of Management	Butler, Gina
Plantation HS	BA	201	Principles of Management		BA	201	Principles of Management	Butler, Gina